



#### AGENDA

# REGULAR MEETING OF THE NEVADA CITY COUNCIL MONDAY, AUGUST 8, 2022 - 6:00 P.M. NEVADA CITY HALL, COUNCIL CHAMBERS - 1209 6TH STREET

Notice to the Public: The Mayor and City Council welcome comments from the public during discussion on agenda items. If you wish to speak, please complete a card found on the podium near this agenda and hand it to the City Clerk before the meeting. When your name is called, please step to the podium, state your name and address for the record, and speak. The Mayor may limit each speaker to five minutes. If you wish to present written materials and/or a signed petition in addition to your oral presentation, those materials need to be delivered to the City Clerk by noon on the Wednesday prior to the meeting to be included in the Council packet. The normal process on any particular agenda item is that the motion is placed on the floor, input is received from the audience, the Council is given an opportunity to comment on the issue or respond to the audience concerns, and the vote is taken. On ordinances, there is time provided for public input when recognized by the Chair. In consideration of all, if you have a cell phone, please turn it off or put it on silent ring. The use of obscene and vulgar language, hate speech, racial slurs, slanderous comments, and any other disruptive behavior during the Council meeting will not be tolerated and the offender may be barred by the presiding officer from further comment before the Council during the meeting and/or removed from the meeting. The Council will be meeting in the Council Chambers, Zoom may be provided, so long as that option is available. https://us02web.zoom.us/j/87961733099?pwd=UERoTDIIUXZHczZIQi9ML0ZOeEIOdz09

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@cityofnevadaiowa.org by 4:00 p.m. Monday, August 8, 2022

- 1. Call the Meeting to Order
- 2. Roll Call
- 3. Approval of the Agenda
- 4. Summit Carbon Solutions Project Presentation
- 5. PUBLIC HEARING(S)
  - A. Proposed Amendment to the Development Agreement with Verbio Nevada, LLC
    - 1. Public Hearing, Proposed Amended Development Agreement with Verbio Nevada, LLC
    - 2. Resolution No. 016 (2022/2023): Resolution Approving Amended Development Agreement with Verbio Nevada, LLC, Authorizing Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement
  - B. Proposed Development Agreement with Verbio Nevada, LLC
    - 1. Public Hearing on Proposed Development Agreement with Verbio Nevada, LLC

- 2. Resolution No. 017 (2022/2023): Resolution Approving Development Agreement with Verbio Nevada, LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement
- C. Proposed Development Agreement with Nancy and Tom Richards
  - 1. Public Hearing on Proposed Development Agreement with Nancy and Thomas Richards
  - Resolution No. 018 (2022/2023): Resolution Approving Development Agreement with Nancy and Thomas Richards, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement
- 6. Approval of CONSENT AGENDA (Any item on the Consent Agenda may be removed for separate consideration.)
  - A. Approve Minutes of the Regular Meeting held on July 25, 2022
  - B. Approve Payment of Cash Disbursements, including Check Numbers 78297-78375 and Electronic Numbers 1152-1156 (Inclusive) Totaling \$376,014.96 (See attached list) and the First Interstate Purchasing Card for August Payment
  - C. Approve Class C Liquor License, Sunday Sales for Charles Schadt, d/b/a George's Pizza, 1220 6th Street, Nevada, Iowa, Effective August 22, 2022
  - D. Receive Recommendation from Planning & Zoning Commission on Rezoning of 640 S. 19<sup>th</sup> Street and Set Public Hearing for August 22<sup>nd</sup> at 6:00 p.m. and Authorize Publication of Notice

#### 7. MAYOR'S APPOINTMENTS

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

### 9. OLD BUSINESS

- A. Discussion and Appropriate Follow up Regarding Dangerous Building, 536 4th Street
- B. Discussion and Appropriate Follow up on Request to Waive the Sewer Charge on 123 8<sup>th</sup> Street
- C. Ordinance No. 1023 (2022/2023): An Ordinance Amending the City Code of Nevada, lowa, by adding Chapter 158, Property Maintenance and Residential Rental Code, second reading (amended)
- D. Approve Pay Request No. 14 for WWTF Improvements-Phase 2 from Williams Brothers Construction Inc. (WBCI) in the amount of \$1,242,962.03

E. Approve Pay Request No. 6 for WWTF Improvements-Phase 3 from Boomerang Corp. in the amount of \$310,132.25

#### 10. NEW BUSINESS

- A. Resolution No. 019 (2022/2023): A Resolution to approve the 28E Agreement with the Nevada Rural Township Trustees
- B. Approve Purchase of a Fire Extinguisher Training Prop for Fire Department
- C. Approve 5-Day Class "B" Beer (BB) (Includes Wine Coolers) Permit and Outdoor Service for Nevada Jaycees to host an Outdoor Service Area at Story County Fairgrounds at 220 H Avenue on Saturday, August 27<sup>th</sup>, 2022 during Lincoln Highway Days
- D. Approve Recommendation from Planning and Zoning Commission to Approve the Special Use Permit to Allow Residential Units to be Built on Limited Commercial Zoned Property
- E. Discussion and Appropriate Follow up Regarding an Ordinance for Golf Carts
- F. Discussion and Appropriate Follow up Regarding an Ordinance for ATV/UTV
- G. Discussion and Appropriate Follow up on WWTP Project and SRF Financing Review
- H. Discussion and Appropriate Follow up of New Position of City Engineer
- 11. REPORTS City Administrator/Mayor/Council/Staff

### 12. ADJOURN

The agenda was posted on the official bulletin board on August 4, 2022, in compliance with th	ne
requirements of the open meetings law.	
Posted	
E-Mailed	
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### MEMO FOR REGULAR MEETING OF THE NEVADA CITY COUNCIL MONDAY, AUGUST 8, 2022 – 6:00 P.M.

4. Summit Carbon Solutions Project Presentation

Bill Sullivan and team from TurnKey Logistics will be presenting their project which aims to reduce the carbon footprint of biofuel plants across a five-state region

- 5. PUBLIC HEARING(S)
  - A. Proposed Amendment to the Development Agreement with Verbio Nevada, LLC
    - Public Hearing on Proposed Amended Development Agreement with Verbio Nevada, LLC
    - Resolution No. 016 (2022/2023): Resolution Approving Amended Development Agreement with Verbio Nevada, LLC, Authorizing Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement Enclosed you shall find the public hearing notice, resolution and agreement to amend the current Verbio agreement
  - B. Proposed Development Agreement with Verbio Nevada, LLC
    - 1. Public Hearing on Proposed Development Agreement with Verbio Nevada, LLC
    - 2. Resolution No. 017 (2022/2023): Resolution Approving Development Agreement with Verbio Nevada, LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement Enclosed you shall find the public hearing notice, resolution and agreement for Verbio's new property
  - C. Proposed Development Agreement with Nancy and Tom Richards
    - 1. Public Hearing on Proposed Development Agreement with Nancy and Thomas Richards
    - 2. Resolution No. 018 (2022/2023): Resolution Approving Development Agreement with Nancy and Thomas Richards, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

Enclosed you shall find the public hearing notice, resolution and agreement for the old Journal building

#### 6. MAYOR'S APPOINTMENTS

- A. Approve Appointments of the following Board/Commission Recommendations
  - 1. Library Board Brian Weig
  - 2. Historic Preservation Board Melinda Buyck
    Enclosed you shall find the applications from Brian and Melinda for each board
    seat.

#### 9. OLD BUSINESS

A. Discussion and Appropriate Follow up Regarding Dangerous Building, 536 4<sup>th</sup> Street Enclosed you shall find the resolution and order from the previous meeting with the requirements regarding this MacVey property.

- B. Discussion and Appropriate Follow up on Request to Waive the Sewer Charge on 123 8<sup>th</sup> Street
  - Enclosed you shall find a letter stating John Fry's request, along with a council action form with options to proceed and the account history
- C. Ordinance No. 1023 (2022/2023): An Ordinance Amending the City Code of Nevada, Iowa, by adding Chapter 158, Property Maintenance and Residential Rental Code, second reading (amended)

Enclosed you shall find ordinance 1023, second reading

- D. Approve Pay Request No. 14 for WWTF Improvements-Phase 2 from Williams Brothers Construction Inc. (WBCI) in the amount of \$1,242,962.03

  Enclosed you shall find a pay application and the engineer's recommendation
- E. Approve Pay Request No. 6 for WWTF Improvements-Phase 3 from Boomerang Corp. in the amount of \$310,132.25

  Enclosed you shall find a pay application and the engineer's recommendation

#### 10. NEW BUSINESS

- A. Resolution No. 019 (2022/2023): A Resolution to approve the 28E Agreement with the Nevada Rural Township Trustees

  Enclosed you shall find the resolution and agreement. The trustees have reviewed the agreement and are scheduled to sign before the council meeting.
- B. Fire department purchase of a fire extinguisher training prop using grant award **Enclosed you shall find the action form with options and the bids received**
- C. Approve 5-Day Class "B" Beer (BB) (Includes Wine Coolers) Permit and Outdoor Service for Nevada Jaycees to host an Outdoor Service Area at Story County Fairgrounds at 220 H Avenue on Saturday, August 27<sup>th</sup>, 2022 during Lincoln Highway Days Enclosed is the application for the license, Fire Chief's recommendations and the map showing the alcohol stations
- D. Discussion and Appropriate Follow up Regarding Recommendation from Planning and Zoning Commission to Approve the Special Use Permit to Allow Duplexes to be built on Limited Commercial Zoned Property

  Enclosed is the memo from the P&Z meeting and request from the developer
- E. Discussion and Appropriate Follow up Regarding an Ordinance for Golf Carts
  Enclosed is a sample ordinance for discussion. Council may instruct staff to make
  changes, set a public hearing to proceed with ordinance, or do further research
- F. Discussion and Appropriate Follow up Regarding an Ordinance for ATV/UTV Enclosed is a sample ordinance for discussion. Council may instruct staff to make changes, set a public hearing to proceed with ordinance, or do further research
- G. Discussion and Appropriate Follow up on WWTP Project and SRF Financing Review Enclosed is the presentation from DA Davidson regarding the upcoming rate structure and SRF financing
- H. Discussion and Appropriate Follow up of New Position of City Engineer Enclosed is an action form, options and job description

From: Bill Sullivan

Sent: Thursday, June 30, 2022 10:48 AM

To: Jordan Maslonik < Jordan. Maslonik@tkl360.com >; Larry Stevens < Istevens@hrgreen.com >; Ryan Hutton

<rhutton@cityofnevadaiowa.org>

Cc: Kerin Wright < kwright@cityofnevadaiowa.org >; Jon Lietzke < Jon.Lietzke@tkl360.com >; Isaac Risseeuw

<irisseeuw@3binspection.com>; Kylie Kretz <kkretz@summitcarbon.com>

Subject: Thank You and Attachments from Meeting Today

Ryan, Larry, and Jordan.

On behalf of Summit Carbon Solutions, thank you very much for meeting with Isaac, Jon, and me today to discuss the permits and requirements of the City of Nevada.

Please see the attachments,

- 1. Summit Map Overview (showing the scope of the project across the 5 states)
- 2. SCS\_Story\_IA.... (a county level map with proposed routing and pipeline size)
- 3. Road Crossings in City of Nevada / Story Co (identifies the 600<sup>th</sup> Ave crossing as City)
- 4. City of Nevada Area of Concern

Regarding the area of concern, I will take the suggestion and concern over future industrial use to the pipeline design team for review and comments. As we discussed on call, there are a whole host of possible reasons why the route is proposed in its current path (environmentally less impactful, the angled route moves the line away from the home on the west side of 600th Ave, engineering designs, best pipeline practices, etc.). And, of course, the landowner would ideally be willing to discuss a route variance with our land acquisition team.

We look forward to being able to present the project to the Nevada City Council on August 8th at 6pm at the Nevada City Hall.

Is there anything I need to do to have Summit Carbon Solutions added to the Agenda?

Sincere Thanks, Bill

Bill Sullivan

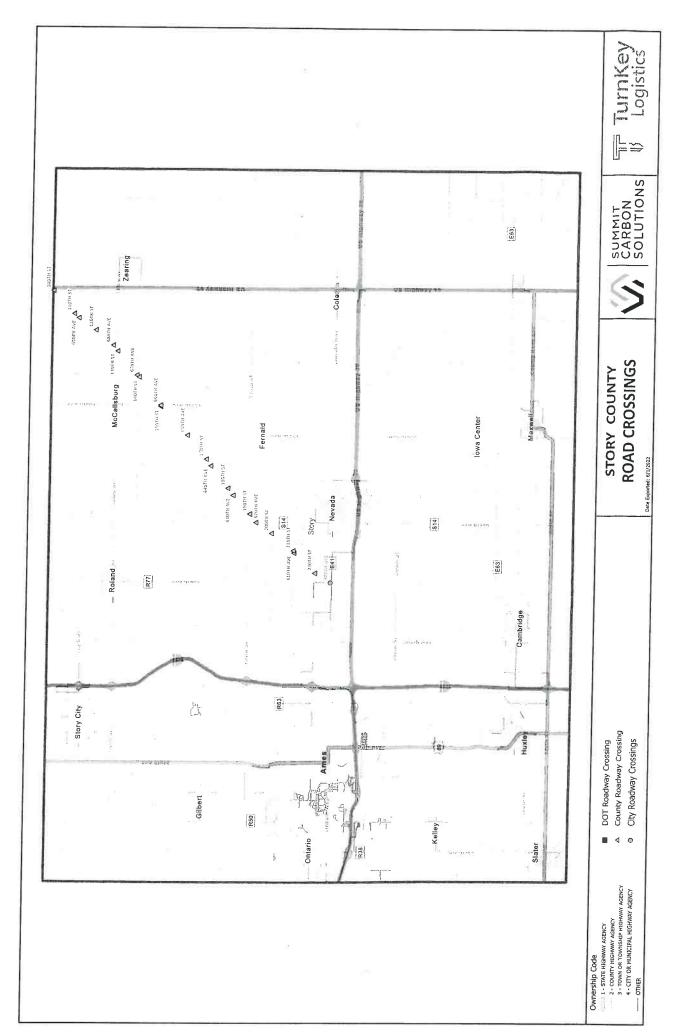
Project Manager

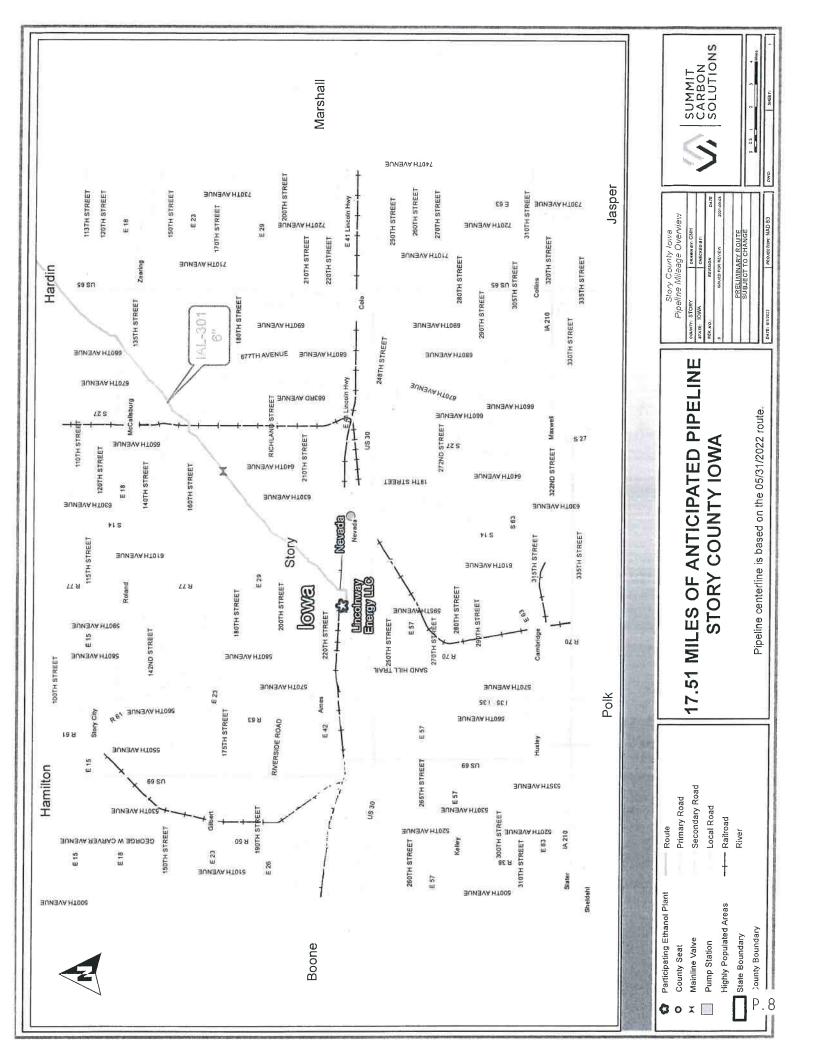


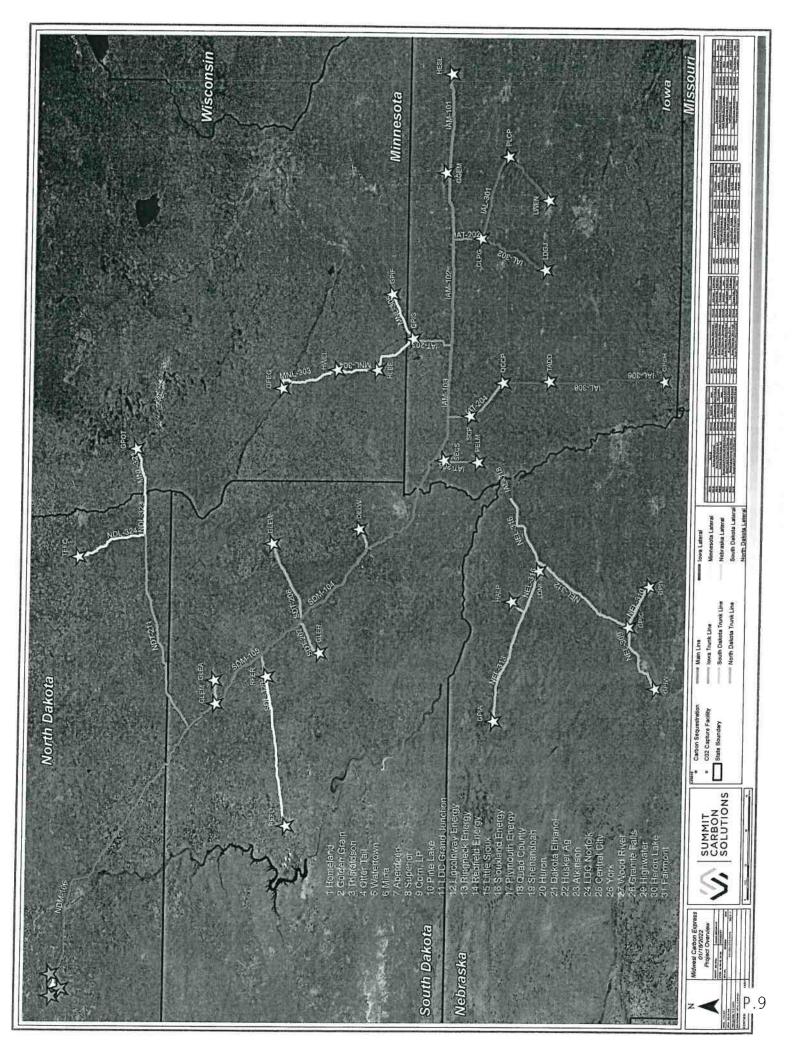
(863) 265-0650

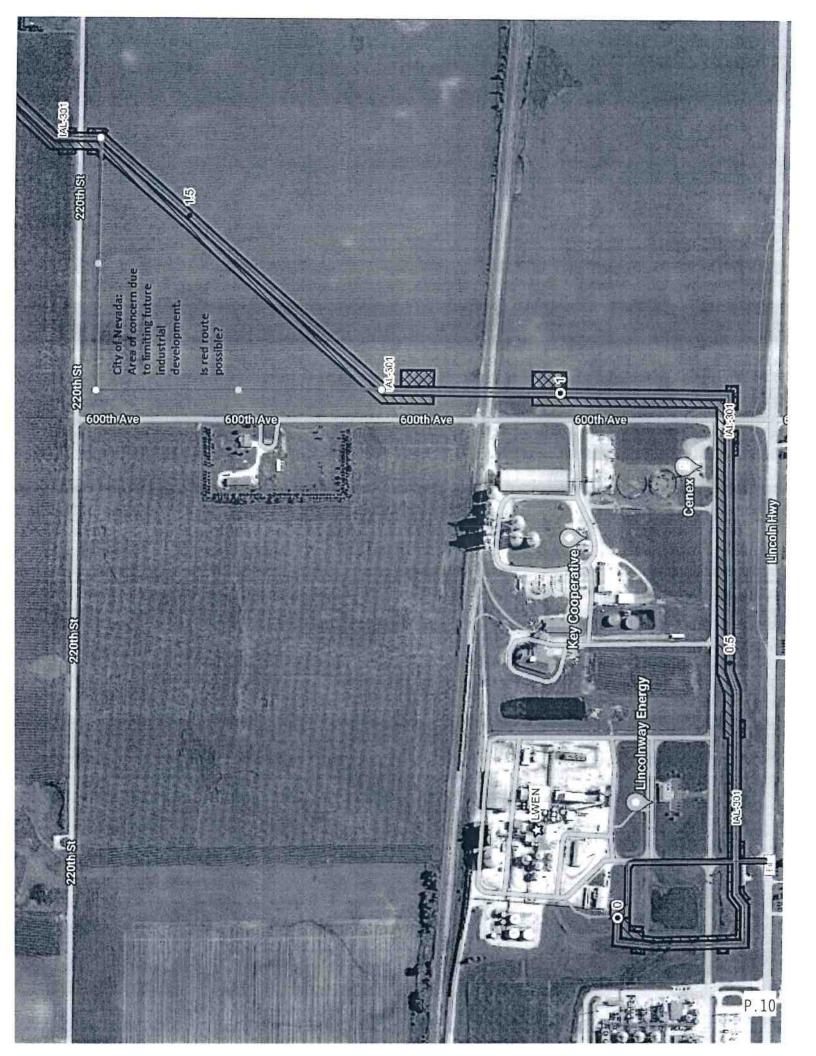
orii sullivan@ikl360.com

www.TurnKeyLogistics.net











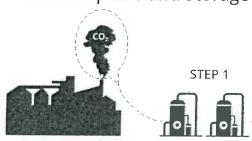
# COMMITMENT TO SAFETY

A TRANSFORMATIVE DECARBONIZATION PLATFORM

# Proven Technologies Make Carbon Capture and Storage Safe

The Summit Carbon Solutions (Summit) carbon capture and storage (CCS) project will reduce the carbon footprint of biofuel plants across the five-state Midwest region to create long-term economic benefits and support long-term viability of Summit's partner facilities. The project will use proven, safe technology and equipment.

# Carbon Capture and Storage



The safety of our operations, our employees, the communities where we operate, and our landowner partners is our top priority and always will be.

STEP 2



STEP 3



#### **CAPTURE & COMPRESSION**

At Summit's partner facilities, carbon dioxide capture and compression equipment will be installed to capture CO, emissions.

CO<sub>2</sub> capture technology has been safely and successfully implemented since the 1970s and is deployed at over 40 ethanol facilities throughout the United States for manufacturing, refrigeration, and food-grade CO<sub>2</sub>.

#### PIPELINE TRANSPORTATION

Small underground pipelines will connect each facility to a large trunk pipeline, which will transport CO<sub>2</sub> to the sequestration site in North Dakota.

Pipeline is the safest method for CO<sub>2</sub> transport. Established federal and state regulations govern pipeline materials, siting, construction, and operation. Summit follows all requirements for CO<sub>2</sub> pipeline construction and is committed to safety.

#### **GEOLOGIC STORAGE**

Captured CO<sub>2</sub> will be safely and permanently stored in rock layers about a mile deep in North Dakota, with permission of and oversight by the North Dakota Department of Mineral Resources.

Safe, permanent CO<sub>2</sub> storage in geologic layers has been proven during more than 40 years of field operations associated with oil production in Texas, 20 years in Saskatchewan, and 10 years in Montana.

Summit is committed to using proven technologies and employing the best industry practices to ensure the project is safe for landowners and the communities where they live, work, and raise families.

Summit's infrastructure will be capable of storing 12 million tons of CO<sub>2</sub> a year, equivalent to:

#### ~1.4 MILLION

Homes Powered per Year



# 25,444,00

Cars Removed from the Road per Year ~1.4 BILLION
Gallons of Gasoline



Source: Global CCS Institute, EPA

# CO<sub>2</sub> is:

- · A gas in atmospheric conditions.
- A fluid deep underground or in a pipeline.
- · Nonexplosive, nonflammable, and cannot burn.
- A major greenhouse gas that helps create and maintain the natural greenhouse effect that keeps our planet hospitable to life.
- Essential to plant life.
- · A byproduct of animal metabolism.
- A byproduct of burning carbon-based fuels (wood, ethanol, biodiesel, and fossil fuels), making cement, and plowing.
- · Low-risk to fish and aquatic life.

# Pipeline Transport Is Critical to CCS

Transporting carbon dioxide by pipeline is the safest method for the large volumes of  $\mathrm{CO}_2$  that will be captured and permanently stored. With more than 5000 miles currently operating in the United States, carbon dioxide pipelines have an impeccable safety record of no fatalities and only one injury in the last 20 years.

# Pipelines Are Highly Regulated

The U.S. Department of Transportation (DOT) Pipeline and Hazardous Materials Safety Administration (PHMSA) has established stringent requirements for the safe design, construction, and operation of  $\mathrm{CO}_2$  pipelines. In addition, constructing a carbon dioxide transportation pipeline requires permits from the following entities:

Federal: U.S. Army Corps of Engineers

#### State:

- · Iowa Utility Board
- South Dakota Public Utility Commission
- North Dakota Public Service Commission
- Minnesota (county jurisdiction)
- Nebraska (county jurisdiction)

Summit must complete access agreements with all landowners on their proposed route as part of the permit applications. The entire process is anticipated to be completed by the end of 2022.

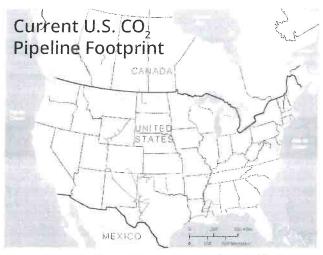
# Summit's Pipeline Route Is Carefully Selected

Selecting a safe route for a carbon dioxide pipeline requires many data sources. An interactive software platform that includes all publicly available information is used to determine the path. This platform includes data regarding:

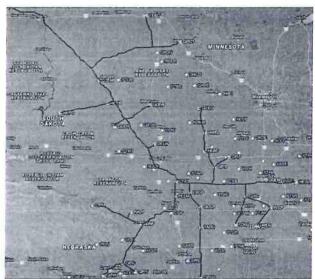
- · High-population-density areas
- Environmentally sensitive areas, such as wetlands and protected waterways
- · Culturally sensitive areas
- · Historical preservation areas
- Federally restricted areas, such as grasslands and migratory bird-nesting areas

# Summit's Pipeline Is Overbuilt for Safety

Summit's pipeline will be built beyond federal specifications and deeper than required. Every weld is inspected by x-ray technology, and the pipeline will have the latest in leak detection-monitoring technology.



More than 5000 miles of  ${\rm CO_2}$  pipelines are in operation in the United States.



The pipeline system will be approximately 2000 miles, constructed with high-strength carbon steel, and buried at least 4 feet deep. All pipeline segments will have a wall thickness ranging from 0.189 to 0.750 inches thick, and the diameter will range from 4 to 24 inches.

Summit Carbon Solutions seeks to lower greenhouse gas emissions by connecting industrial facilities via strategic infrastructure to safely and permanently store  $\mathrm{CO}_2$ .

To learn more, contact:

Rod Dillon, Director of Regulatory Compliance rdillon@summitcarbon.com

info@summitcarbon.com

summitcarbonsolutions.com





# DRAIN TILE FAQS

A TRANSFORMATIVE DECARBONIZATION PLATFORM

# Drain Tile Protection During Pipeline Construction

### What is drain tile?

Drain tile is a system of perforated pipes installed underground to remove excess water from the root zone of agricultural land.





# What are your contingency plans if tile is damaged during construction?

Any underground drain tile damaged, cut, or removed and found to be flowing, or which subsequently begins to flow, will be temporarily repaired as soon as possible, and the temporary repair will be maintained as necessary to allow for its proper function during construction of the pipeline. The temporary repairs will be maintained in good condition until permanent repairs are made.

# How are you going to ensure my tile isn't crushed during construction?

Prior to repairing each tile, we insert a locatable pushrod from the repair to the edge of the right of way (ROW) in each direction to ensure the tile is functioning as intended across the entire ROW.

# I don't have maps of my drain tile. What will you do to map tile?

We do extensive historical imagery research to find as much tile as possible. Any kind of map is helpful, even if you sketch the lines on an aerial photo. The more information we can gather up front, the better we can plan.

# I am planning to install tile on my farm. How do I know the pipeline will not impact my project?

The best way to avoid future elevation conflicts between the pipeline and your drainage system is to share your drainage plan, including elevations, with the scouting team prior to pipeline construction. With this information provided Summit can plan accordingly to properly mitigate the disturbances the pipeline may occur on future tile installations.

# Where do I send my tile maps?

Submit maps to **Kylie Kretz**, Pipeline Project Manager, at **kkretz@summitcarbon.com**, or your land representative.

# What if a tile is missed during construction?

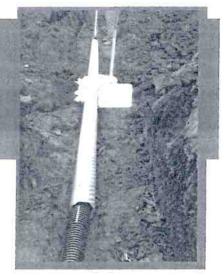
If tile crossing repairs are missed during construction, the site will be evaluated by Summit Carbon Solutions (Summit) and the landowner. If the issue is determined to be caused by construction activities, we will repair the system.

# How do you handle clay and concrete tiles?

Tile will be inspected at the time of the reroute/crossing and repaired and replaced with materials to provide the same drainage capacity as the tile being repaired/replaced. All transitions will be made with proper fittings and adapters approved in the specifications provided.

# How will you repair my drainage tiles?

Damaged tile will be replaced with heavy highway high-density polyethylene drainage tile and encased in a steel culvert across the pipeline ditch following industry best practices. The tile will be installed using GPS and laser technology to ensure proper drainage and repaired or replaced to provide the same drainage capacity. All connections will be made with industry-standard couplers and fittings.



# What does GPS locating of the repairs mean?

GPS coordinates of each repair will be collected so that we can know the exact locations of all drain tiles in the pipeline easement. Maps will be provided to all landowners.

# Will you provide the coordinates of the repairs to the landowner?

Each repair will be documented (including coordinates) using a geographic information system (GIS) and available data via live GIS dashboard. Data captured for these repairs will be available upon request.

#### Can the landowner do their own work?

Yes. The cost needs to be approved by Summit prior to commencing work.

# Can the landowner use their own contractor? If so, what is the process for using the preferred contractor?

The landowner can recommend a contractor of their choosing, but all credential vetting, design, scheduling, and inspection must be managed through Summit to maintain project integrity and documentation standards. Contact Kylie Kretz at kkretz@ summitcarbon.com to initiate the process of using your own contractor.

# Is there a warranty on the work?

Summit will hold themselves indefinitely responsible for any repairs or rework necessary that is determined to be directly related to pipeline construction activities. We will handle all design, inspection, scheduling, and documentation on warranty work. The warranty of the drain tile will be captured in the addendum of the Easement Agreement for all landowners on the pipeline.

Summit Carbon Solutions seeks to lower greenhouse gas emissions by connecting industrial facilities via strategic infrastructure to safely and permanently store  $\text{CO}_2$ . To learn more, contact:

Kylie Kretz, Pipeline Project Manager kkretz@summitcarbon.com info@summitcarbon.com summitcarbonsolutions.com



item# 5A Date: <u>8181202</u>2

# Proof Of Publication in NEVADA JOURNAL

CITY OF NEVADA 1209 6TH STREET NEVADA, IA 502010530

STATE OF WISCONSIN, BROWN COUNTY

#### CITY OF NEVADA

Amended Verbio Agreement Notice

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

July 28, 2022

the last day of said publication being the 28th day of July, 2022

Legal Clerk

Notary Public, State of Wisconsin, County of Brown

My commission expires

sworn to before me and subscribed in my presence by this the 28th day of July, 2022

FEE: \$34.57 AD #: 0001460255 ACCT: 37490 AMY KOKOTT Notary Public State of Wisconsin #1460255
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, lowa (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 lowa, 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

Published in the Nevada Journal on July 28, 2022 (1T)

### RESOLUTION 016 (2022/2023)

Resolution Approving Amended Development Agreement with Verbio Nevada, LLC, Authorizing Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

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

WHEREAS, this 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 (the "Project"); and

WHEREAS, Verbio North America Corporation assigned all of its rights and responsibilities under the Original Agreement to Verbio Nevada, LLC (the "Company"); 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, an amended development agreement (the "Amended Agreement") has been prepared to set forth the new understanding between the City and the Company; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Amended Agreement on August 8, 2022, and has otherwise complied with statutory requirements for the approval of said Agreement; and

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

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

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

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 Council hereby reaffirms that:
  - (a) The Project will add diversity and generate new opportunities for the Nevada and Iowa economies;
  - (b) The Project will generate public gains and benefits, particularly in the creation of new jobs, which are warranted in comparison to the amount of the proposed property tax incentives.
- Section 2. The City Council further finds and reaffirms that a public purpose will reasonably be accomplished by entering into the Amended Agreement and providing the incremental property tax payments to the Company.
- Section 3. The Amended Agreement is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Amended Agreement on behalf of the City in substantially the form and content in which the Amended Agreement has been presented to this City Council. Such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Amended Agreement.
- Section 4. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Amended Agreement shall be payable solely from a subfund (the "Verbio North America Corporation Subfund") which has previously been established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property described as follows:

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 ¼ of the Southwest ¼ and in the southeast ¼ of the southwest ¼ of Section 3, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa, and Lying Entirely within Parcel "A" and Parcel "B" of the Southwest ¼ 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 ¼ of the Southwest ¼ of said Section 3, also being the west line of said parcel "A", to the Northwest corner of the

Southwest ¼ of the Southwest ¼ of said Section 3; thence, S89°53'59"E 1949.87' along the North line of the Southwest ¼ of the Southwest ¼ and the North line of the Southeast ¼ of the Southwest ¼ of said Section 3; thence, S1°04'21"E 1318.24' to the South line of the Southwest ¼ 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.

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

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

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

Passed and approved on August 8, 2022.

	Mayor	Minima Minima
Attest:		



August 2, 2022

Via Email

Kerin Wright City Clerk/City Hall Nevada, IA

Re:

Verbio Nevada, LLC

Amended Development Agreement

Our File No. 420131-112

Dear Kerin:

Attached please find proceedings covering the public hearing on the Amended Development Agreement with Verbio Nevada, LLC, followed by a resolution approving the Amended Development Agreement and pledging certain incremental property tax revenues to the payment of the City's obligations thereunder.

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:

Erin Mousel

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. <u>Project Construction.</u> The Company agrees to construct the Project on the Property and to maintain and use the completed Project as part of its business operations

4869-1536-5674\3 P.20

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. <u>Property Taxes.</u> 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. <u>Company's Certifications.</u> 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. <u>Property Tax Exemption.</u> 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 <u>Default Provisions.</u> 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. <u>Legal and Administrative Costs.</u> 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. <u>City's Obligations</u>

- 1. <u>Economic Development Grant.</u> 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 <u>after</u> 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. <u>Annual Appropriation</u>. 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. <u>Certification of Payment Obligation.</u> 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. <u>Amendment and Assignment.</u> 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. <u>Force Majeure.</u> 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. <u>Successors.</u> This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.
- 4. <u>Term.</u> 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. <u>Choice of Law</u>. 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. <u>Counterparts.</u> 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:
Attest:	
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 ¼ of the Southwest ¼ and in the southeast ¼ of the southwest ¼ 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 ¼ 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 ¼ of the Southwest ¼ of said Section 3, also being the west line of said parcel "A", to the Northwest corner of the Southwest ¼ of the Southwest ¼ of said Section 3; thence, S89°53′59″E 1949.87′ along the North line of the Southwest ¼ of the Southwest ¼ and the North line of the Southeast ¼ of the Southwest ¼ of said Section 3; thence, S1°04′21″E 1318.24′ to the South line of the Southwest ¼ 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 calcula 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 = _x $ (the "TIF Estimate")		
(7)	TIF Estimate (\$ x .50 (50%) = Company's Estimate (\$).		

### Proof Of Publication in NEVADA JOURNAL

CITY OF NEVADA 1209 6TH STREET NEVADA, IA 502010530

STATE OF WISCONSIN, BROWN COUNTY

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

New Verbio Agreement Notice

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

July 28, 2022

the last day of said publication being the 28th day of July, 2022

Legal Cle

Notary Public, State of W sconsin, County of Brown

My commission expires

sworn to before me and subscribed in my presence by this the 28th day of July, 2022

FEE: \$30.44 AD #: 0001460254 ACCT: 37490

AMY KOKOTT Notary Public State of Wisconsin

#1460254 NOTICE OF MEETING FOR APPRO-VAL OF DEVELOPMENT AGREE-MENT WITH VERBIO NEVADA, LLC AND AUTHORIZATION OF ANNUAL APPROPRIATION TAX INCREMENT **PAYMENTS** 

The City Council of the City of Nevada, lowa, 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 Compamy'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 lowa.

The commitment to make incremental property tax payments to the Company under the Develop-ment 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 meet-ing or at an adjournment thereof, take additional action to approve the Development Agreement or may abandon the proposal.

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

Kerin Wright City Clerk

Published in the Nevada Journal on July 28, 2022 (1T)

### RESOLUTION 017 (2022/2023)

Resolution Approving Development Agreement with Verbio Nevada, LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

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

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

WHEREAS, a certain development agreement (the "Agreement") between the City and Verbio Nevada, LLC (the "Company") has been prepared in connection with the expansion of the Company's biorefinery operations and the construction of railroad tracks in the Urban Renewal Area (the "Project"); and

WHEREAS, under the Agreement, the City would provide annual appropriation incremental property tax payments to the Company in a total amount not exceeding \$100,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on August 8, 2022, and has otherwise complied with statutory requirements for the approval of the Agreement; and

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

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

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

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

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

- (a) The Project will add diversity and generate new opportunities for the Nevada and Iowa economies;
- (b) The Project will generate public gains and benefits, particularly in the creation of new jobs and income, which are warranted in comparison to the amount of the proposed property tax incentives.
- Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments to the Company.
- Section 3. The Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.
- Section 4. All payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund (the "Verbio Nevada, LLC Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

Certain real property 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 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.

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

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

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed. Passed and approved August 8, 2022.

	Mayor
Attest:	
City Clerk	
On motion and vote the meeting adjourned.	•
	Mayor
Attest:	
City Clerk	



August 2, 2022

### VIA EMAIL

Kerin Wright City Clerk/City Hall Nevada, IA

Re:

Verbio Nevada, LLC Development Agreement

File No. 420131-112

Dear Kerin:

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

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

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

Kind regards,

Amy Bjork

Attachments

cc:

Jordan Cook

Erin Mousel

#### 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. <u>Company's Covenants</u>

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. <u>Company's Operational Certifications.</u> 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. <u>Property Taxes.</u> 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. <u>Events of Default.</u> 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. <u>Notice and Remedies.</u> 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. <u>Legal and Administrative Costs.</u> 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. <u>Annual Appropriation.</u> 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. <u>Certification of Payment Obligation.</u> 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. <u>Amendment and Assignment.</u> 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. <u>Successors.</u> This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

- 3. <u>Term.</u> 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. <u>Choice of Law</u>. 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]	<del></del> ,

## 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 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.

## EXHIBIT B SITE PLAN

## VERBIO RAILWAY SPUR LOADOUT SITE SPECIAL USE PLAN NEVADA, IOWA

## INDEX OF SHEETS:

APPROVED STORMWATER MANAGEMENT PLAN 'DRAINAGE REPORT FOR NEVADA BIOREFINERY, DATED 3-25-2021' ATTACHED TO SUP APPLICATION PACKET

NAME AND ADDRESS OF OWNER OF PROPERTY: VERBIO NEVADA LLC, 17199 N. LAUREL PARK DRIVE SUITE 320, LIVONIA, MI 48152. PHONE 866-306-4777 EXT. 2000.

# NAME AND ADDRESS OF FIRM PREPARING THE SPECIAL USE APPLICATION:

WHKS & CO. 1421 SOUTH BELL AVE SUITE 103, AMES, IOWA 50010. PHONE 515-663-9997.

## ADDRESS OF SITE:

APPROX. 59536 220TH STREET AT
SOUTHWESTERN CORNER OF 590TH AVENUE
AND 220TH STREET, STORY COUNTY, IOWA.
PARCEL NUMBERS:
1004220110
1004220200

## LEGAL DESCRIPTION OF SITE:

1004200310 1004200400 1004400110

THE EAST 103 ACRES OF THAT PART OF SECTION 4, TOWNSHIP 83 NORTH, RANGE 23 WEST OF THE 5TH P.M., STORY COUNTY, IOWA, LYING NORTH OF THE RIGHT OF WAY OF THE UNION PACIFIC RALLROAD COMPANY, CONTAINING 103.00 ACRES, WHICH INCLUDES 3.26 ACRES OF EXISTING PUBLIC RIGHT OF WAY.

## DEVELOPMENT SCHEDULE:

ISSUE FOR BIDDING: 7-22-21
AWARD CONTRACT: 8-26-21
GRADING AND UTILITIES: 9-2-21 TO 11-3-21
SUBBALLAST AND TRACK: 11-4-21 TO 2-9-22
STRUCTURES: 11-25-21 TO 3-30-22

## ZONING DESIGNATION AND PROPOSED ZONING DESIGNATION:

ZONING DESIGATION: AGRICULTURAL -RESIDENTIAL RESERVE DISTRICT (AR), PROPOSED ZONING DESIGNATION: GENERAL INDUSTRIAL (G-I).

## PROPOSED USE OF PROPERTY:

PROPOSED USE OF PROPERTY IS A RAILWAY SPUR LOADOUT AREA, WITH OFFICE AND MAINTENANCE BUILDINGS, EQUIPMENT AND MATERIAL STORAGE RELATED TO SITE FUNCTION.

# TOTAL AREA: 103 GBOSS AGDES

TOTAL AREA: 103 GROSS ACRES DIMENSIONS: TRAPEZOIDAL AREA WITH APPROXIMATE DIMENSIONS ON PROPERTY LINES: EAST LINE ALONG 590TH AVE: 2,037 L.F. NORTH LINE ALONG 220TH ST: 2,298 L.F. SOUTH LINE ALONG UPRR TRACKS: 2,298 L.F. WEST LINE: 1,869 L.F.

SANITARY MAINS, SERVICES, SEPTIC LEACH FIELD: PROPOSED SANITARY MAINS: APPROXIMATELY 800 L.F. OF 8" SANITARY MAIN ALONG EAST EDGE OF SITE, CONNECTING MAINTENANCE BUILDING TO SEPTIC LEACH FIELD. MANHOLES AT 400-FT SPACING.

PROPOSED SANITARY SERVICE: APPROXIMATELY 20 L.F. OF 6" SANITARY SERVICE CONNECTING ETHANOL LOADOUT OFFICE TO 8" MAIN.

PROPOSED SEPTIC LEACH FIELD: SIZED FOR 20 EMPLOYEES, PRELIMINARY LEACH FIELD SIZING 50 FT  $_{\rm X}$  75 FT.

PLEASE SEE SITE LAYOUT SHEET



# WATER MAINS, HYDRANTS, SERVICES: PROPOSED 2" RURAL WATER SERVICE AT NORTHEAST CORNER OF SITE BY IOWA REGIONAL UTILITIES ASSOCIATION (IRUA). PROPOSED WATER METER TO BE INSTALLED IN MANHOLE AT NORTHEAST CORNER OF

SITE.

PROPOSED 2" SERVICE ALONG EAST EDGE OF PROPERTY TO FEED FIRE TANK. 2" WATER SERVICE BRANCHES TO MAINTENANCE BUILDING, 1" WATER SERVICE BRANCHES TO ETHANOL LOADOUT OFFICE.

PROPOSED 8" WATERMAINS IN LOOP ON SITE. PROPOSED SEVEN (7) HYDRANTS INCLUDING ONE WITHIN 150-FT OF CENTER OF THE SITE. WATERMAINS FED BY FIRE TANK AND PUMP HOUSE.

PROPOSED 250,000-GALLON FIRE TANK.

PLEASE SEE SITE LAYOUT SHEET

# ELECTRIC, TELEPHONE, CABLE, GAS UTILITIES: ELECTRIC SERVICE DROP PROPOSED FROM POLE ON WEST SIDE OF 590TH AVENUE BY CONSUMERS ELECTRIC CO-OP. TRANSFORMER AND ELECTRIC METER TO BE INSTALLED AT PROPOSED MAINTENANCE SHOP, TO SERVE ENTIRE SITE. PLEASE SEE ELECTRICAL ONE-LINE ON MISCELLANEOUS DETAILS SHEET.

A LIQUID PROPANE TANK IS PROPOSED FOR GAS SERVICE TO THE SITE.

INTERNET AND TELEPHONE SERVICE PROPOSED FROM FIBER ON SOUTH SIDE OF 220TH ST BY COLO TELEPHONE COMPANY.

PROPOSED SITE PIPING TO CONVEY ETHANOL BETWEEN STORAGE TANKS AND LOADOUT FACILITIES BY VERBIO.

EXISTING FIBER OPTIC CABLE IN PUBLIC ROW ALONG 220TH TO REMAIN UNDISTURBED. NO NEW FRANCHISE UTILITY MAINS ARE PROPOSED.

PLEASE SEE SITE LAYOUT SHEET

## STORM DRAINAGE FACILITIES:

THE EXISTING CONDITIONS OF THE SITE CONSIST PRIMARILY OF ROW CROPS AND GRAVEL ROADS TO THE EAST AND NORTH (590TH AVE AND 220TH STREET, RESPECTIVELY). UNION PACIFIC RAILROAD (UPRR) RUNS ALONG THE SOUTH END OF THE SITE. THERE IS A REINFORCED BOX CULVERT (RBC) RUNNING UNDER THE UPRR TRACKS APPROXIMATELY 250 FT WEST OF THE SOUTHWEST CORNER OF THE SITE, WHICH COLLECTS ALL STORMWATER DRAINING FORM THIS SITE, AS WELL AS AREAS TO THE WEST AND NORTH, AND FLOWS INTO THE GRANT OPEN DITCH.

NO OFFSITE DRAINAGE ROUTES TO, OR THROUGH, THE SITE.

A PROPOSED DETENTION POND WILL BE CONSTRUCTED IN THE SOUTHWEST CORNER OF THE SITE CONFORMING TO CITY OF NEVADA STORMWATER REQUIREMENTS FOR PRE- AND POST- DEVELOPMENT. PROPOSED 24" AND 36" CULVERTS ROUTE SITE DRAINAGE TO THE PROPOSED POND. PROPOSED POND OUTFALL IS A TWIN 36" CMP CULVERT THAT FLOWS OVERLAND TO THE EXISTING RCB CULVERT SOUTHWEST OF THE SITE. PROPOSED TRIPLE 54" CULVERTS UNDER PROPOSED TRIPLE CONTROL IS PROVIDED BY POND OUTLET STRUCTURE PER CITY REQUIREMENTS.

PLEASE SEE SITE LAYOUT AND STORMWATER SHEETS, AND DRAINAGE REPORT.

# EXISTING PAVED SURFACES AND ABUTTING STREETS:

EXISTING PAVED SURFACES: NONE

ABUTTING STREETS: 220TH STREET ABUTTING THE NORTH EDGE OF THE SITE IS A GRAVEL ROAD, WIDTH VARIES 24-27 FT, 66-FT ROW. 590TH AVENUE ABUTTING EAST EDGE OF THE SITE IS A DEAD-END GRAVEL ROAD ENDING 1,200-FT SOUTH OF 220TH, WIDTH VARIES APPROXIMATELY 10-15 FT, 66-FT ROW.

PLEASE SEE SITE LAYOUT SHEET.

## EXISTING AND PROPOSED PARKING AND DRIVE IMPROVEMENTS:

EXISTING PARKING AND DRIVEWAYS: NONE

whks

PROPOSED PARKING:

ETHANOL LOADOUT OFFICE BUILDING GRAVEL LOT DIMENSIONS 80 FT x 60 FT, NOT ADA.

PARKING LOT NORTH OF STORAGE BUILDINGS GRAVEL LOT WITH 20 INDICATED (NOT STRIPED) PARKING SPACES AND 20 SEMI-TRAILER PARKING SPACES. NOT ADA.

PROPOSED STORAGE LOTS:

MAINTENANCE BUILDING PCC-PAVED LOT DIMENSIONS 400 FT x 300 FT. UNSTRIPED. USE FOR EQUIPMENT STORAGE.

FLAT STORAGE AREA GRAVEL LOT DIMENSIONS 1,400 FT × 257 FT. UNSTRIPED. USE FOR EQUIPMENT AND MISCELLANEOUS STORAGE.

PROPOSED DRIVE AISLES: GRAVEL DRIVE AISLE RUNNING NORTH/SOUTH ABBBOYMATE! Y 300 ET M/CST OF FORTH AND

APPROXIMATELY 300 FT WEST OF 590TH AVE. DIMENSIONS 2,400 FT X 26 FT.

GRAVEL DRIVE AISLE LOOPING AROUND STORAGE AREA. DIMENSIONS 3,400 FT X 26 FT.

TRACK 'E' TRANSLOAD DRAIVE AISLE DIMENSIONS TWO LANES EACH 80 FT X 1,300 FT

PROPOSED DRIVEWAYS:

1. DRIVEWAY ONTO 220TH STREET 460 FT WEST OF INTERSECTION OF 220TH/590TH.

2. DRIVEWAY ONTO 590TH AVE 350 FT SOUTH OF INTERSECTION OF 220TH/590TH.

3. DRIVEWAY ONTO 590TH AVE 770 FT SOUTH OF INTERSECTION OF 220TH/590TH.

4. DRIVEWAY ONTO 590TH AVE 1,900 FT SOUTH OF INTERSECTION OF 220TH/590TH.

EASEMENTS: NONE

<u>RIGHTS-OF-WAY:</u> EXISTING ROW ON 220TH AND 590TH TO REMAIN AS EXISTING.

CONTINUED ON NEXT SHEET

AS SHOWN SOJECT NO.: 9148 SAWN BY: ACK

EXISTING AND PROPOSED PARKING AND DRIVE IMPROVEMENTS (CONTINUED FROM PREVIOUS SHEET):

WALKWAYS: NONE

TRANSIT STOPS: NONE

BICYCLE PARKING: NONE

SEMI-TRUCKS ON WEST SIDE OF 590TH 4. POTENTIAL TEMPORARY QUEUE OF 3. FUTURE TRACK E TRANSLOAD LOCATION AVENUE 2. ETHANOL LOADOUT AREA SOUTH OF ETHANOL LOADOUT OFFICE. SOUTH OF MAINTENANCE BUILDING LOT LOCATED INSIDE RAIL LOOP. 1. ETHANOL UNLOADING AND STORAGE AREA LOADING AREAS

DIVIDERS: NONE

CURBS: NONE ISLANDS: NONE

AVENUE TO 26-FT TYPICAL WIDTH, FROM LENGTHENING 590TH GRAVEL TO UPRR INTERSECTION OF 220TH/590TH TO UPRR VERBIO: WIDEN AND LENGTHEN 590TH PROPOSED ROAD IMPROVEMENTS BY OTHER PARKING AND DRIVE IMPROVEMENTS: TRACKS. PROPOSAL INCLUDES

PLEASE SEE SITE LAYOUT SHEET

EXISTING AND PROPOSED CONTOURS:
EXISTING SITE CONTOURS ARE RELATIVELY
FLAT WITH GENTLE SLOPE TOWARDS ARE ON EMBANKMENTS SEVERAL FEET STREET, 590TH AVENUE, AND UPRR TRACKS SOUTHWEST CORNER OF THE SITE, 220TH HIGHER THAN THE SITE.

PROPOSED RAILWAY LOOP AND SPUR LINE GRADE TO MATCH INTO EXISTING UPRR WILL BE BUILT ON EMBANKMENTS ABOVE GRADING IS RAILWAY ELEVATION. THE TRACK ELEVATION. THE CONTROLLING FACTOR IN PROPOSED

RAILWAY AND CONFORM TO CITY STORM OF THE STORM DETENTION POND ARE SOUTHWEST CORNER OF SITE. ELEVATIONS WILL BE EARTHEN BERMS ABOVE GRADE IN THE PROPOSED STORM DETENTION POND DETENTION REQUIREMENTS. DESIGNED TO AVOID OVERTOPPING THE

CONTAINMENT AND MINIMZING FOOTPRINT. ELEVATIONS ARE BASED ON VOLUME ABOVE GRADE WITH SYNTHETIC LINER. LOADOUT AREA WILL BE EARTHEN BERMS CONTAINMENT AREA AT THE ETHANOL REQUIREMENTS FOR SECONDARY THE PROPOSED ETHANOL SECONDARY

DETENTION POND WATER LEVEL DURING SLABS AND DRIVEWAYS ARE BASED ON 3-FT OF FREEBOARD ABOVE PROPOSED ELEVATIONS OF PROPOSED BUILDING 100-YEAR STORM.

FEASIBLE WITH THE PROJECT. THE EXISTING CONTOURS TO THE EXTENT THE REMAINING GRADING SEEKS TO RETAIN

PLEASE SEE GRADING PLAN SHEET

OUTDOOR TRASH AND DUMPSTER AREAS: NEXT TO MAINTENANCE BUILDING. ONE PROPOSED DUMPSTER TO BE PLACED NO EXISTING DUMPSTERS EXISTING AND PROPOSED:

WETLANDS, FLOODWAYS, ETC: WATER BODIES, WATERCOURSES

WATER BODIES: NONE

DRAINAGE DISTRICT MAP). 5 LANDOWNER MAP AND STORY COUNTY WATER COURSES: NONE (REFERENCE GRANT

SWAMPS: NONE

RATE MAP 190907 AND FLOOD INSURANCE PLAIN BOUNDARY, AND FLOODWAY: NONE FLOOD-PRONE AREAS, 100-YEAR FLOOD (REFERENCE FEMA FLOOD INFORMATION

FWS NATIONAL WETLANDS INVENTORY).

NATURAL FEATURES:

ANY EXISTING TREES, ROCK OUTCROPS, LANDSLIDE AREAS, OR OTHER NOTABLE NATURAL FEATURES. GRAVEL ROADS TO THE EAST AND NORTH THE EXISTING CONDITIONS OF THE SITE CONSIST PRIMARILY OF ROW CROPS AND RESPECTIVELY). THE SITE DOES NOT HAVE 590TH AVE AND 220TH STREET

SIGNS:

EXISTING: STREET SIGN AT INTERSECTION OF 220TH STREET AND 590TH AVENUE TO REMAIN

PROPOSED:

MANUAL TRACK PROTECTION LIGHTS WITH GATE, TRACK LOOP ON PRIVATE SITE (QUANTITY 4). LOCATED WHERE DRIVE AISLE INTERSECTS

MOUNTED ON BUILDING WALL ONE ON EACH OF MAINTENANCE SHOP SIGN, "VERBIO BIOFUEL AND TECHNOLOGY" DIMENSIONS 18 FT X 6 FT TWO SIDES.

WETLAND BOUNDARY: NONE (REFERENCE



## STORMWATER MANAGEMENT PLAN:

STORMWATER MANAGEMENT PLAN CONFORMS TO CITY OF NEVADA STORMWATER REQUIREMENTS AND WAS APPROVED BY NEVADA CITY ENGINEER ON 4-13-2021. A COPY OF THE PLAN, 'DRAINAGE REPORT FOR NEVADA BIOREFINERY, DATED 3-25-2021' IS ENCLOSED WITH JUP APPLICATION PACKET.

PLEASE SEE 'STORM DRAINAGE FACILITIES' SUBSECTION OF THESE DESCRIPTIONS FOR GENERAL DESCRIPTION OF STORMWATER FLOW PATTERNS.

PLEASE SEE DRAINAGE SHEETS FOR GRADES, DETENTION AREAS, OUTLET CONTROLS AND CULVERTS.

## FLOOR AREA RATIO:

BUILDING FOOTPRINTS TOTAL APPROX.
400,000 SF. SITE AREA IS 103 ACRES. RATIO
OF SITE AREA TO BUILDING FOOTPRINT IS 11:1.

## LANDSCAPE PLAN:

PLANTS: NO PLANTS ARE PROPOSED.

FENCES: NO FENCES ARE PROPOSED.

## TRAFFIC IMPACT STUDIES:

TRAFFIC IMPACT OF ADDITIONAL 8,000
SEMI-TRAILER TRIPS PER YEAR, 70% DURING
SEPT 1 - APRIL 1, 30% DURING APRIL 1 - SEPT 1.
DAYLIGHT HOURS ONLY. EQUIVALENT TO
APPROXIMATE ADDITIONAL 3 - 5 SEMI-TRAILER
TRIPS PER HOUR. RIGHT-IN, RIGHT-OUT.

## SOIL TESTS:

SOIL CHARACTERIZATION AND PERCOLATION TESTING FOR PROPOSED SEPTIC LEACH FIELD WAS COMPLETED BY CONSTRUCTION MATERIALS TESTING (CMT) IN REPORT DATED 10-29-2020, AVAILABLE ON REQUEST.

SOILS SAMPLED ON-SITE BY STORY COUNTY SANITARIAN ON 5-20-2021, SITE IS APPROVED FOR SEPTIC INSTALLATION.

## UTILITY CAPACITY ANALYSIS:

NOT APPLICABLE

## ARCHITECTURAL DRAWINGS FOR NEW BUILDINGS OR STRUCTURES:

DESCRIPTION OF MAINTENANCE BUILDING: EXTERIOR WALL ELEVATIONS ARE 20-FT HIGH TO EAVES AND 24-FT HIGH TO ROOF CRESTLINE. WINDOWS ARE 29" x 47" TYPICAL DIMENSION AT 7-FT SPACING. THREE DOUBLE HEIGHT GARAGE DOORS ON EACH OF THREE SIDES OF BUILDING.

WOOD FRAME BUILDING WITH METAL EXTERIOR AND ROOF.

FOOTPRINT IS 120 FT × 90 FT (10,800 SQ.FT.) FLOOR PLAN 9,780 SQ. FT. VEHICLE MAINTENANCE AND 1,020 SQ. FT. TOTAL FOR RESTROOMS, MECHANICAL ROOM, AND BREAK ROOM.

ANTICIPATED OCCUPANCY IS UP TO EIGHTEEN (18) EMPLOYEES, INCLUDING OFFICE EMPLOYEES AND DRIVERS.

PROPOSED SMALL NATURAL GAS FLARE, 30 FT - 40 FT SETBACK, LIKELY NOT NOTICEABLE OFF SITE.

ALL OTHER POSSIBLE NUISANCE FACTORS SUCH AS NOISE, ODOR, SMOKE, DUST, FUMES, AND VIBRATION, WILL BE CONTAINED INSIDE THE BUILDING.

PLEASE SEE MAINTENANCE BUILDING ARCHITECTURAL DRAWINGS ATTACHED.

DESCRIPTION OF STORAGE BUILDINGS:
QUANTITY TEN (10) STORAGE BUNKERS ARE
PROPOSED. POSSIBLE ENCLOSURE WITH METAL
FRAME SUKUP STORAGE ENCLOSURE IS TO BE
CONSIDERED.

EXTERIOR WALL ELEVATIONS OF SUKUP STORAGE ENCLOSURES ARE 40-FT HIGH TO EAVES AND 42-FT HIGH TO ROOF CRESTLINE. NO WINDOWS. OPEN AIR ACCESS ON ENDS OF ENCLOSURES TO BE FIELD FABRICATED.

FOOTPRINT OF EACH ENCLOSURE IS 360 FT × 100 FT (36,000 SQ. FT.) FLOOR PLAN IN OPEN PLAN. CONTINUED.

AS SHOWN
PROJECT NO.:
9148
9148
PRAWN BY:
ACK
CHECKED BY:
DJH
SHEET:

# ARCHITECTURAL DRAWINGS FOR NEW BUILDINGS OR STRUCTURES (CONTINUED): ANTICIPATED OCCUPANCY IS ZERO (0).

NO NUISANCE FACTORS ARE ANTICIPATED AT THESE ENCLOSURES. PROPOSED MATERIAL TO BE STORED IS HUMUS, AN INERT MATERIAL

PLEASE SEE SUKUP STORAGE ENCLOSURE DRAWINGS ATTACHED.

DESCRIPTION OF ETHANOL LOADOUT OFFICE AND PUMP HOUSE:

PROPOSED ETHANOL LOADOUT OFFICE, AND PUMP HOUSE, ARE MINOR (SMALL) STRUCTURES.

EXTERIOR WALL ELEVATIONS FOR EACH BUILDING ARE SINGLE STORY WITH WINDOWS AND ONE MAN ENTRY DOOR ON EACH OF TWO SIDES OF BUILDING.

MODULAR WOOD FRAME BUILDINGS WITH METAL EXTERIOR AND ROOF.

FOOTPRINT OF ETHANOL OFFICE IS 12 FT x 20 FT (240 SQ.FT.) FLOOR PLAN IS OPEN PLAN. FOOTPRINT OF PUMP HOUSE IS 20 FT x 20 FT (400 SQ.FT.) FLOOR PLAN IS OPEN PLAN WITH FIRE SUPPRESSION PUMPS, PIPING, AND BACKFLOW PREVENTER.

ANTICIPATED OCCUPANCY OF ETHANOL OFFICE IS UP TO TWO (2) EMPLOYEES. OCCUPANCY OF PUMP HOUSE IS ZERO (0).

NO NUISANCE FACTORS ARE ANTICIPATED AT THESE BUILDINGS.

SPECIAL USE PLAN DESCRIPTIONS VERBIO RAILWAY SPUR LOADOUT SITE NEVADA, IOWA

engineers + planners + land surveyors

ARCHITECTURAL DRAWINGS FOR NEW BUILDINGS OR STRUCTURES (CONTINUED): DESCRIPTION OF ETHANOL STORAGE TANKS: QUANTITY TWO (2) ETHANOL STORAGE TANKS ARE PROPOSED.

OF EACH TANK ARE 50-FT DIAMETER AND 40-FT EACH TANK IS 500,000-GALLONS. DIMENSIONS STORAGE TANKS TO BE UPRIGHT CYLINDRICAL METAL GROUND STORAGE TANKS.

SECONDARY CONTAINMENT IS REQUIRED AND PROVIDED FOR ETHANOL STORAGE. THE REQUIRED VOLUME OF SECONDARY CONTAINMENT IS 130% OF LARGEST TANK, IE, REQUIRED SECONDARY CONTAINMENT BERM LAGOON WITH SYNTHETIC LINER. CONTAINMENT TO BE PROVIDED BY EARTHEN VOLUME IS 650,000-GAL. SECONDARY

AND SECONDARY CONTAINMENT LOCATIONS. PLEASE SEE SITE LAYOUT PLAN FOR TANK

FIRE TANK TO BE UPRIGHT CYLINDRICAL FIRE SUPPRESION IS PROPOSED. DESCRIPTION OF FIRE TANK:
QUANTITY ONE (1) WATER STORAGE TANK FOR

TANK IS 250,000-GALLONS. DIMENSIONS OF METAL GROUND STORAGE TANK.

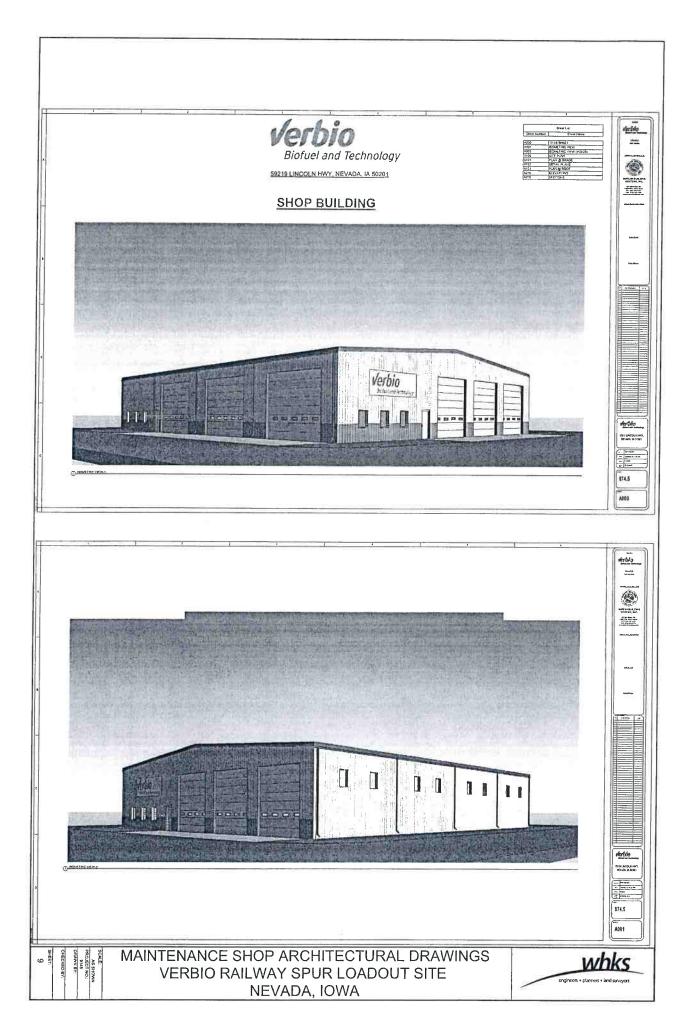
NO NUISANCE FACTORS ARE ANTICIPATED TANK ARE 30-FT DIAMETER AND 50-FT HIGH.

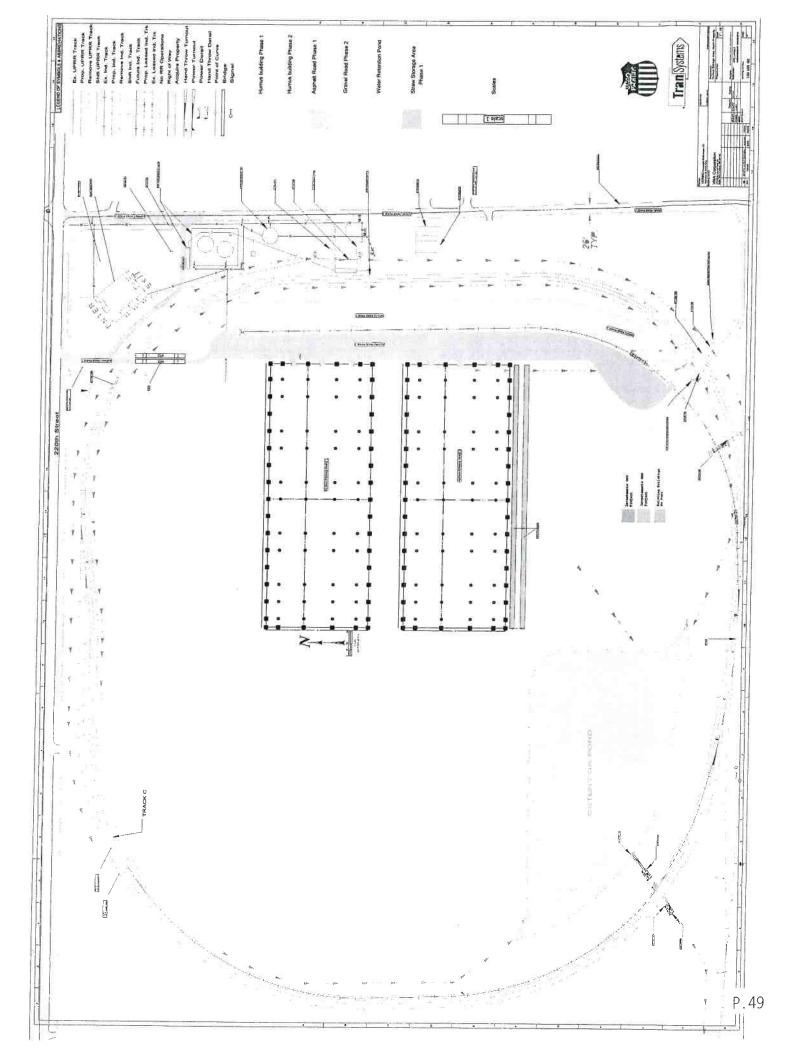
## GENERAL NOTE:

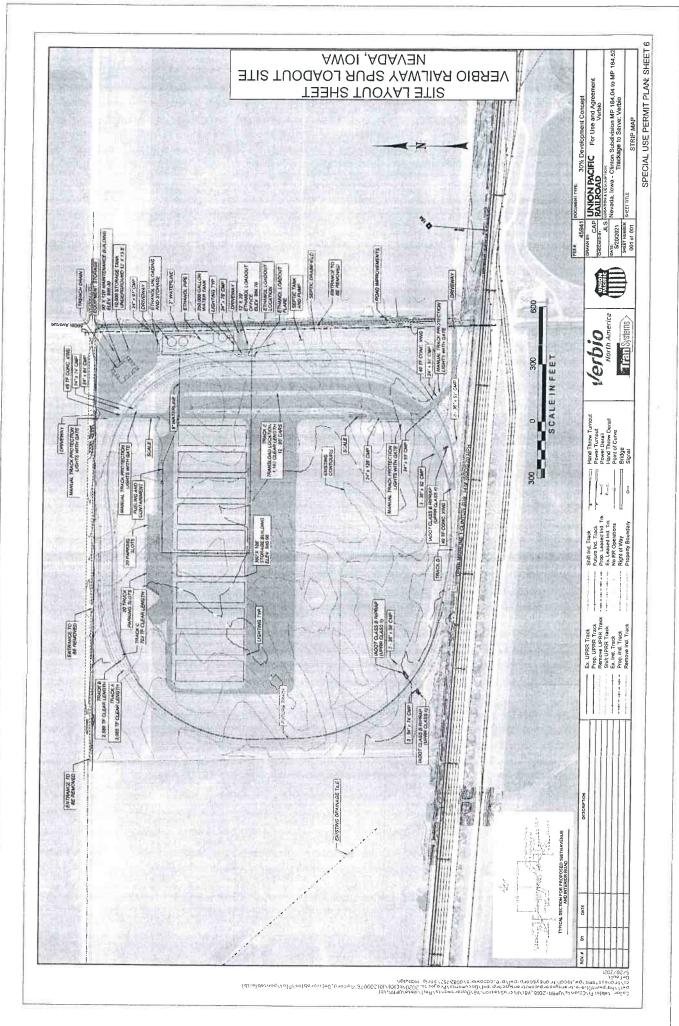
GENERAL NOTE FOR SPECIAL USE DRAWINGS: ALL CONSTRUCTION MATERIALS, DUMPSTERS, DETACHED TRAILERS, OR SIMILAR ITEMS ARE PROHIBITED ON PUBLIC STREETS OR WITHIN THE PUBLIC RIGHT-OF-WAY.

AS SHOWN
PROJECT NO.: 9148
DRAWN BY:
ACK
CHECKED BY:
D.H
SHEET:









## 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 (\$).



## Proof Of Publication in NEVADA JOURNAL

Item# <u>50</u>
Date: <u>\$1812072</u>

CITY OF NEVADA 1209 6TH STREET NEVADA, IA 502010530

STATE OF WISCONSIN, BROWN COUNTY

CITY OF NEVADA

Richards Agreement Notice PH

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

July 28, 2022

the last day of said publication being the 28th day of July, 2022

Legal Clerk

Notary Public, State of Wisconsin, County of Brown

My commission expires

sworn to before me and subscribed in my presence by this the 28th day of July, 2022

FEE: \$33.02 AD #: 0001460253 ACCT: 37490 AMY KOKOTT Notary Public State of Wisconsin #1460253
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, lowa, 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 lowa, 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, lowa, in accordance with Section 403.9 of the Code of Iowa.

Kerin Wright City Clerk

Published in the Nevada Journal on July 28, 2022 (1T)

## RESOLUTION 018 (2022/2023)

Resolution Approving Development Agreement with Nancy and Thomas Richards, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

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

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

WHEREAS, a certain development agreement (the "Agreement") between the City and Nancy and Thomas Richards (the "Developers") has been prepared in connection with the redevelopment and renovation of an existing commercial building in the Urban Renewal Area (the "Project"); and

WHEREAS, under the Agreement, the City would provide (i) an economic development grant (the "Grant") to the Developers in the amount of \$20,000; and (ii) annual appropriation incremental property tax payments (the "Payments") to the Developers in a total amount not exceeding \$30,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on August 8, 2022, and has otherwise complied with statutory requirements for the approval of the Agreement; and

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

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

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

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

- Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:
  - (a) The Project will add diversity and generate new opportunities for the Nevada and Iowa economies;
  - (b) The Project will generate public gains and benefits, particularly in the creation of new jobs and income, which are warranted in comparison to the amount of the Grant and the Payments.
- Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the Grant and the Payments to the Developers.
- Section 3. The Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council. Such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.
- Section 4. All Payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund (the "Richards Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

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

- Section 5. The City hereby pledges to the payment of the Agreement the Richards Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no payment will be made under the Agreement unless and until monies from the Richards Subfund are appropriated for such purpose by the City Council.
- Section 6. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Story County, Iowa to evidence the continuing pledging of the Richards Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the County Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7.

Passed and approved August 8, 2022.	
	Mayor
Attest:	
City Clerk	
• • • •	•
On motion and vote the meeting adjourned.	
	Mayor
Attest:	
City Clerk	

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



August 2, 2022

## VIA EMAIL

Kerin Wright City Clerk/City Hall Nevada, IA

Re:

Nancy and Thomas Richards Development Agreement

File No. 420131-109

Dear Kerin:

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

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

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

Kind regards,

Amy Bjork

Attachments

cc:

Jordan Cook

Erin Mousel

### 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. <u>Developers' Covenants</u>

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. <u>Property Taxes.</u> 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.** <u>Property Tax Payment Certification.</u> 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.

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. <u>Events of Default.</u> 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. <u>Notice and Remedies.</u> 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. <u>Legal and Administrative Costs.</u> 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. <u>City's Obligations</u>

1. <u>Economic Development Grant; Challenge Grant</u>. 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. <u>Payments</u>. 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. <u>Certification of Payment Obligation.</u> 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. <u>Amendment and Assignment.</u> 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. <u>Successors.</u> This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.
- 3. <u>Term.</u> 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. <u>Choice of Law</u>. 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:
Attest:	
City Clerk	NANCY RICHARDS
	THOMAS RICHARDS

## 

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

## $\frac{\text{EXHIBIT C}}{\text{DEVELOPERS' ESTIMATE WORKSHEET}}$

(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).
	$\  \  \  \  \  \  \  \  \  \  \  \  \  $
(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%

## $\frac{\text{EXHIBIT D}}{\text{FORM OF GRANT DISBURSEMENT REQUEST}}$

Date submitted:
Submitted by:
Contact information:
Grant Amount Requested \$
Index of Invoices/Statements Attached to substantive request:
I, the undersigned hereby certify that the costs shown on the documents referred in the index above are legitimate costs reasonably incurred in the undertaking of the Required Improvements.
NANCY OR THOMAS RICHARDS
By:
Title:
Reviewed and accepted by the City of Nevada, Iowa this day of, 20
By: City Administrator
City Administrator

FY22

## NEVADA CITY COUNCIL - MONDAY, JULY 25, 2022 6:00 P.M.

### 1. CALL TO ORDER

The City Council of the City of Nevada, Iowa, met for a meeting in the Council Chambers of Nevada City Hall located at 1209 6<sup>th</sup> Street, Nevada, Iowa. Mayor Brett Barker, convened the meeting at 6:00 p.m. on Monday, July 25, 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, Sandy Ehrig, Steve Skaggs. Absent: Barb Mittman and Dane Nealson. Barb Mittman and Dane Nealson arrived at 6:01 p.m.

Staff Present: Erin Clanton, Jordan Cook, Kerin Wright, Larry Stevens, Erin Mousel, Chris Brandes, Tim Hansen, Ryan Hutton, Ray Reynolds

Also in attendance were: Brenda Dryer, Louis Lang, Doug Anderson, Susan Haberl, Rick Baumhover, Renae Rudkin, Danielle Lindemann, Lance Lindemann, Jason Rudkin

## 3. APPROVAL OF AGENDA

Motion by Sandy Ehrig, seconded by Brian Hanson, to <u>approve the agenda</u>. After due consideration and discussion the roll was called. Aye: Ehrig, Hanson, Sampson, Skaggs. Nay: None. The Mayor declared the motion carried.

## 4. PUBLIC HEARING(S)

- A. Proposed Amendment to the Nevada Urban Revitalization Area.
  - 1. Public Hearing

At 6:01 p.m. Mayor Barker announced that this is the time and place set for a <u>public hearing</u> as advertised in the Nevada Journal on <u>July 14, 2022</u>. The public hearing is <u>to adopt an amendment to the plan for the urban revitalization area.</u>

Barb Mittman and Dane Nealson arrived at 6:01 p.m.

There were <u>no written or oral objections</u> to the aforementioned recommendation. Public hearing closed at 6:02 p.m.

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

Motion by Steve Skaggs, seconded by Barb Mittman, to <u>adopt Resolution No. 004 (2022/2023).</u> 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. Proposed Amendment to the Nevada Urban Renewal Area
  - 1. Public Hearing

At 6:02 p.m. Mayor Barker announced that this is the time and place set for a <u>public hearing</u> as advertised in the Nevada Journal on <u>July 14, 2022</u>. The public hearing is <u>on the designation</u> <u>of expanded urban renewal area and proposed urban renewal plan amendment.</u>

There were <u>no written or oral objections</u> to the aforementioned recommendation. Public hearing closed at 6:03 p.m.

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

Motion by Dane Nealson, seconded by Sandy Ehrig, to <u>adopt Resolution No 005 (2022/2023).</u> After due consideration and discussion the roll was called. Aye: Nealson, Ehrig, Hanson, Mittman, Sampson, Skaggs. Nay: None. The Mayor declared the motion carried.

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

Motion by Brian Hanson, seconded by Steve Skaggs, to <u>approve Ordinance No. 1027 (2022/2023).</u> After due consideration and discussion the roll was called. Aye: Hanson, Skaggs, Ehrig, Mittman, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

a) Consideration of waiving the second and third reading of Ordinance No. 1027 (2022/2023)

Motion by Steve Skaggs, seconded by Dane Nealson, to <u>approve waiving the second and third reading.</u> After due consideration and discussion the roll was called. Aye: Skaggs, Nealson, Sampson, Ehrig, Hanson, Mittman. Nay: None. Whereupon, the Mayor declared the motion duly carried and declared that said ordinance had been given its final consideration and has been adopted.

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 Nevada LLC, Including Annual Appropriation Tax Increment Payments

Motion by Brian Hanson, seconded by Steve Skaggs, to <u>adopt Resolution No. 006 (2022/2023).</u> After due consideration and discussion the roll was called. Aye: Hanson, Skaggs, Ehrig, Mittman, Nealson, Sampson. Nay: None. The Mayor

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 Nevada LLC, Including Annual Appropriation Tax Increment Payment

Motion by Sandy Ehrig, seconded by Steve Skaggs, to <u>adopt Resolution No. 007</u> (2022/2023). After due consideration and discussion the roll was called. Aye: Ehrig.

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

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

Motion by Barb Mittman, seconded by Dane Nealson, to <u>adopt Resolution No. 008</u> (2022/2023). After due consideration and discussion the roll was called. Aye: Mittman, Nealson, Sampson, Skaggs, Ehrig, Hanson. Nay: None. The Mayor declared the motion carried.

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

Motion by Dane Nealson, seconded by Steve Skaggs, to <u>approve the following consent agenda items:</u>

- 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

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

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.

Renae Rudkin, requested consideration from the council in changing the city code to allow for beekeeping within the city limits. The council agreed to look into this further and bring it back for future discussion.

Louis Lang expressed his want for a dump station for yard waste this fall. There will not be a dump station in place this year.

## 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

Motion by Barb Mittman, seconded by Steve Skaggs, to <u>approve HR Green Amendment to Master Agreement for Municipal Engineering Services for S-14 Water Main Relocations Project, not to exceed \$10,000.00.</u> After due consideration

- and discussion the roll was called. Aye: Mittman, Skaggs, Ehrig, Hanson, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.
- 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
  - Motion by Dane Nealson, seconded by Jason Sampson, to <u>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 \$4,000.00. After due consideration and discussion the roll was called. Aye: Nealson, Sampson, Skaggs, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.</u>
- C. Resolution No. 011 (2022/2023): A Resolution Approving the Story County Housing Trust Grant Agreement with the City of Nevada, IA

Motion by Sandy Ehrig, seconded by Steve Skaggs, to <u>adopt Resolution No. 011 (2022/2023).</u> After due consideration and discussion the roll was called. Aye: Ehrig, Skaggs, Hanson, Mittman, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

### 8. NEW BUSINESS

A. Resolution No. 012 (2022/2023): A Resolution to approve MOU with Colo Fire Department for Fire Extinguisher training prop

Motion by Brian Hanson, seconded by Barb Mittman, to <u>adopt Resolution No. 012</u> (2022/2023). After due consideration and discussion the roll was called. Aye: Hanson, Mittman, Nealson, Sampson, Skaggs, Ehrig. Nay: None. The Mayor declared the motion carried.

B. Ordinance No. 1023 (2022/2023): An Ordinance Amending the City Code of Nevada, Iowa, by adding Chapter 158, Property Maintenance and Residential Rental Code, first reading (amended)

Motion by Brian Hanson, seconded by Steve Skaggs, to <u>approve Ordinance No. 1023</u> (2022/2023), first reading. After due consideration and discussion the roll was called. Aye: Hanson, Skaggs, Ehrig, Mittman, Nealson, Sampson. Nay: None. The Mayor declared the motion carried

C. Resolution No. 013 (2022/2023): A Resolution Authorizing Development Agreement with WB Realty Company, L.L.C.

Motion by Dane Nealson, seconded by Jason Sampson, to <u>adopt Resolution No. 013</u> (2022/2023). After due consideration and discussion the roll was called. Aye: Nealson, Sampson, Skaggs, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

D. Resolution No. 014 (2022/2023): A Resolution approving Nevada Foundation-Human Services Fund Agreement

Motion by Jason Sampson, seconded by Steve Skaggs, to <u>adopt Resolution No. 014 (2022/2023)</u>. After due consideration and discussion the roll was called. Aye: Sampson, Skaggs, Ehrig, Hanson, Nealson. Nay: None. Abstain: Mittman. The Mayor declared the motion carried.

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

Motion by Steve Skaggs, seconded by Jason Sampson, to <u>adopt Resolution No. 015</u> (2022/2023). After due consideration and discussion the roll was called. Aye: Skaggs, Sampson, Ehrig, Hanson, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

F. Discussion and Appropriate Follow up regarding ATV/UTV's in city limits

Motion by Dane Nealson, seconded by Jason Sampson, to <u>direct staff to research and prepare an ATV/UTV Ordinance for council consideration</u>. After due consideration and discussion the roll was called. Aye: Nealson, Sampson, Skaggs, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

### 9. REPORTS:

City Administrator Cook talked about a strategic planning session with Council. The next community coffee is August 13<sup>th</sup>; Dane and the Mayor will be in attendance.

Mayor Barker reported on Healthy Hometowns and the latest Mix and Mingle. Nevada Alumni are looking for the younger classes to take part in planning.

Director of Fire/EMS Reynolds will be visiting West Des Moines Fire Department and will be touring Valley Junction.

Building and Zoning Official Hutton was pleased with the first work session on vacant buildings. The next work session will be on August 1<sup>st</sup> at 6:30 p.m.

Parks & Recreation Director Hansen reported that the aquatic center will be closing for the season on August 21 and they will begin to lose staff on August 1. Dirt work has begun on the Field House.

Sergeant Brandes followed up on numbers for fireworks. In 2021, there were 21 calls between June-July and in 2022, the calls decreased to 9 for the same time frame.

City Clerk Wright reported that she, Jordan, and the Mayor met with the Auditors last week.

## 10. ADJOURNMENT

There being no further business to come before the meeting, motion by Dane Nealson, seconded by Brian Hanson, to <u>adjourn the meeting</u>. Following voice vote, the Mayor declared the motion carried at 6:55 p.m. the meeting adjourned.

Nevada City Council July 25, 2022 Minutes FY22/23 Page 12 (2022/2023)

ATTEST:	Brett Barker, Mayor	
Kerin Wright, City Clerk		
Published:		

Item#<u>loB</u> Date: <u>8|x|2022</u>

# CITY OF NEVADA CLAIMS REPORT FOR AUGUST 8, 2022 7/26/22 THRU 8/8/22

VENDOR	REFERENCE	AMOUNT	CHECK #
WAGEWORKS	FSA 2021 PMTS	565.04	1156
ALLIANT	ALL-UTILITIES	12,559.60	78297
NEVADA POSTMASTER	UTILTIY BILLING POSTAGE	882.82	78298
WINDSTREAM	WTR/WWT-PHONES/MODEM	180.73	78299
MEDIACOM	ALL-FINAL INTERNET	58.76	78300
MENARDS	FD-SUPPLIES	114.03	78301
PRECISION DYNAMICS	POOL-BANDS	305.20	78302
IPERS	IPERS	53,317.07	1152
TREASURER STATE OF IA	STATE TAX	13,826.00	1153
EFTPS	FED/FICA TAX	31,558.87	1154
CORNISH, DEVIN	HSA	50.00	1155
AMER'N FAMILY	AFLAC	1,120.17	78306
MISSION SQUARE	DEFERRED COMP	475.00	78307
COLLECTION SERVICES CTR	CHILD SUPPORT	496.32	78308
WELLMARK	HEALTH INS 8/2022	29,263.87	78309
DELTA DENTAL	DENTAL 8/2022	2,970.00	78310
FIDELITY SECURITY LIFE	VISION 8/2022	792.22	78311
BROWN SUPPLY	STS-FRAME/CUB GUARD/GRATE/RISERS	759.50	78312
FAREWAY	4PLX/WWT-SUPPLIES	121.35	78313
ALLIANT	CD/CEM-UTILITIES	65.89	78314
NEVADA VET CLINIC	PD-ANIMAL CONTROL	827.00	78315
VAN WALL	STS/PKM/CEM/-SUPPLIES	981.92	78316
SCHENDEL PEST CONTROL	POOL-PEST CONTROL	82.84	78317
DANKO EMERGENCY T	FD-GEAR/FEMA CAPITAL	4,550.00	78318
COMPUTER RES SPEC	ALL-IT SVCS	2,796.50	78319
ARNOLDS	STS/PD-SOLVENT/HOSE/MAINT	280.12	78320
IA ONE CALL	WTR/WWT-ONE CALL	161.40	78321
ECHO/ELECTRIC SUPPLY	WWT-RECYCLE PUMP CONTROLS	15.76	78322
HACH CO	WTR-CHEMICALS	1,659.82	78323
IA STATE READY MIX	STS-CONCRETE	584.50	78324
LOWE'S	STS-PAINT/TAPE	171.87	78325
NEVADA ROTARY CLUB	FD-REYNOLDS DUES	100.00	78326
STORY CO TREASURER	STS-220TH ST ROCK VERBIO/ASSESSMENTS	14,191.68	78327
IA DNR	WWT-DISCH PERMIT	1,275.00	78328
HENDERSON, DENNIS	COMM BAND-SOUND SYSTEM	200.00	78329
HOKEL	WTR-COUPLER/PLUG	52.16	78330
COUNTRY LANDSCAPES	PKM-SODDING	348.00	78331
GOOD AND QUICK	PKM-03 DODGE DAKOTA IGNT CYL	195.40	78332
MCFARLAND	STS/WWT-DOT DRUG TESTING	163.00	78333
WILLCO	WWT-PINCH VALVE GRIT PUMP RPR	900.00	78334
AUDITOR OF STATE	ADM-20/21 AUDIT	22,223.25	78335
DMACC	EMS-JONES EMT TRNG	1,138.00	78336

ACCO	POOL-CHLORINE	1,047.20	78337
NEWSOME PLUMBING	PKM-SCORE PK RPR	125.00	78338
STAPLES	ADM/WTR/WWT/ADM/PZ-SUPPLIES	148.46	78339
INT ASSOC OF FIRE CHIEF	FD-REYNOLDS MEMB	240.00	78340
REESE ELECTRIC MOTOR	WWT-HVAC BLOWER MOTOR	423.00	78341
WINDSTREAM	SC-PHONES	57.30	78342
PRESLEY, WADE	COMM BAND-REH/CONC	360.00	78343
DICKS FIRE EXT	ALL-PEST CONTROL	1,929.25	78344
HR GREEN	CEM-GIS PROJ PH2	3,889.75	78345
BRICK GENTRY	ALL-LEGAL	10,245.00	78346
ALLEYS PIZZA	4PLX-CONCESSIONS	25.50	78347
SIGLER CO	CA-NEWSLETTER	1,501.85	78348
WCI POOLS AND SPAS	POOL-SUPPLIES	58.50	78349
MISSISSIPPI LIME	WTR-QUICKLIME	9,390.04	78350
ALPHA COPIES	MYR-BUS CARDS	73.36	78351
HEINTZ, CHRISTINE	CA-SPONSORSHIP FY23	120.00	78352
NEVADA SENIORS	WTR/WWT-UTILITY BILLS	225.00	78353
QUADIENT	ALL-POSTAGE	1,000.00	78354
THE CTK GROUP	PD-BAILEY/CIZMADIA TRNG	900.00	78355
RACOM CORP	FD-RADIO ANTENNA	79.50	78356
SPORTSENGINE	REC-SPORTSENGINE	995.00	78357
ELLSWORTH, BALINDA	ADM-MILEAGE REIMB	32.50	78358
MARTIN BROS DIST	4PLX-CONCESSIONS	1,047.75	78359
BOUND TREE MED	EMS-MEDICAL SUPPLIES	142.74	78360
HENDERSON, ANDREW	PD-REIMB	59.77	78361
STORY CO RECORDER	LEGAL-STORY CO HOSPITAL	19.00	78362
STORY CO HOUSING TRUST	FY23-LMI RPRS/ASST HOUSING	3,850.00	78363
HUBER SUPPLY	EMS-02 SUPPLY	229.98	78364
MENARDS - AMES	FD/PKM-SUPPLIES	59.29	78365
MACQUEEN EQUIP	FD-FOAM SOLVENT	680.00	78366
RMH ARCHITECTS	FIELDHOUSE PROJ	16,861.50	78367
BLACKBIRD DESIGN	STS-SIGN	42.17	78368
ON TRACK CONST	WTR-S14/MAPLE EMG RPR	13,569.56	78369
CALIBRE PRESS	PD-BRANDES TRNG	359.00	78370
SALTECH SYSTEMS	WEBSITE HOSTING	59.95	78370
MATHESON TRI-GAS INC	POOL-CO2	493.72	78371
FIRSTNET	PD-1ST RESP NETWORK	362.57	78373
LEAMAN, KELLY	REC-CIRLSOFTBALL.COM	31.34	
BARKER, DREW	COMM BAND-REHERSALS/CONCERTS	240.00	78374
or mach, but w	Refund Checks Total	240.00	78375
	Accounts Payable Total	272 255 24	
	Payroll Checks	273,355.21	
	***** REPORT TOTAL ****	102,659.75	
	NEPONI IUIAL	376,014.96	
	CENEDAL	201 12	
	GENERAL	221,437.79	
	ROAD USE TAX	39,033.07	

LOCAL OPTION SALES TAX	4,161.27
LMI-SUBFUND	3,850.00
COMMUNITY BAND	420.00
SC/FIELDHOUSE	16,861.50
WATER	52,065.12
SEWER	27,268.92
REVOLVING FUND	10,352.25
FLEX BENEFIT REVOLVING	565.04
TOTAL FUNDS	376,014.96

<sup>7</sup> ymt #		Invoice #	5W =	77					3337341 001-620-6210	12441928802 110-210-6240	155521313 121-613-6431	413807 001-620-6240	544630 600-811-6373	610-816-6373	001-410-6373	001-150-6373	001-110-6373	110-210-6373	001-620-6373	001-450-6373	001-431-6373	16557 001-620-6210	.83	13647 001-620-6210	001-110-6210	3741-5290 001-110-6240	3741-5290 001-110-6240	1762422201 001-110-6240	1001094401 001-110-6240	1762422201 001-110-6240	001-110-6240	001-110-6240	001-110-6240	925 001-620-6508	7138048053 600-814-6240		MU0090441045 001-410-6599	147 001-410-6598	112-9084361-5480230 810-410-6595	9841936082 001-410-6506	
)711 Electronic Pymt #		Amount	47.72				820 00	06.55				95.00	46.48	46.48	54.74	46.48	46.48	46.48	46.30	46.48	46.48	175.00	67.98	33.00	00.09	633.00	-100.00				(67.32)	(7.95)	195.00						138.39 112-908	41.71 98	3 859 98
20220711	PRESENTED AT COUNCIL MEETING 08/08/2022 W/CLAIMS	Description	POOL, Shower Liners	POOL	ADM, Website-host renewal	STS, Streets & Roads Workshop	STS, Nat'l Public Works Conference	ADM, Notary Renewal	STS Travel	ADM Domain Boursel	ADM Notification to the contract of the contra	Motor Place Works Conference-Erin	Water Plant	Wastewater Pl	Ciro Pont		רטונים שלאר	טפטור פון	City Hall	cemetery	Parks Mint	ADM, Membership Renewal	ADM, Electronic meetings	ADIM, Notary Stamp	P.D. Notary	الالالالالالالالالالالالالالالالالالال	Retund	Credit	Credit	PD Credit	PD Credit		CA FOLA Comments	CA 14 league Conf Hotal	כין יון דרמקער כטווו ווטנפו	LIB. Supplies	IIB Cimplies	IIR Dortable coolers (with the coolers)	LID Supplies	rib, supplies	
	state PURCHASING "P" CARD TRANSACTIONS	7/22/2022 Pallar Canada	7/2/2022 Dollal Getteral	7/1/2022 Validati	7/ ±/2022 do Dadudy	// 0/ 2022 13U Institute for Transportation	// // 2022 APWA - PWX Registration	7/11/2022 IA Secretary of State	7/12/2022 American Airlines	7/12/2022 Go Daddy	7/12/2022 APWA - PWX Registration	7/12/2022 Sangoma US Inc				Charged twice?					7/12/2027 International Institute of Mus Clade	7/15/2022 Anom	7/19/2022 Des Moines Stamp	6/24/2022 IA Secretary of State	6/28/2022 Justice Clearinghouse	6/28/2022 Justice Clearinghouse	7/9/2022 Hyatt Conf. Center	7/9/2022 Hyatt Conf. Center	7/9/2022 Hyatt Conf. Center	7/8/2022 Garden Market	7/8/2022 Garden Market	7/21/2022 Justice Clearinghouse	7/8/2022 USPS	7/13/2022 Honey Creek Resort		6/17/2022 Morning Bell Coffee	6/16/2022 The Dealt Hand	7/13/2022 Amazon	7/20/2022 Staples		

**AUGUST 19, 2022** 

City Administrator

W:\0 \. inance\AccountsPayable\Vendors\GreatWesternPurchaseCards,All

Item# 6 C Date: 8 8 2022

# BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the $8/8/33$	Council Agenda	
7	PhoneNumber	
Address 1220° loth St		L.
Manager's Name	Phone Number	<u>.</u>
Address		<u></u>
Owners Name	Phone Number	<del>-</del> ÷
Address		<u>.</u> .
I hereby certify that the premises where the above liquor license has been inspected by the undersign (conforms/did not conform) to all applicable fire reference.  The Fire Department recommends approval.	gned and that on the date of the inspection the egulations of the City of Nevada and the State of	premises of lowa.
\$\3\2Z		
Date	FIRE INSPECTOR AND/OR BUILDING INSPE	CIOR
COMMENTS/OR REASONS IF DENIED: (Write	on back or another sheet if needed)	
No orders - very clear	ν	
SC 1955 (S) 35 Expensions and accompany	INVESTMENT LANGE COLUMN TO THE PROPERTY OF THE PARTY OF T	
x x x x x x x x x x x x x x x x x x x	*	



# State of Iowa

# Alcoholic Beverages Division

# **Applicant**

NAME OF LEGAL ENTITY

NAME OF BUSINESS(DBA)

BUSINESS

JHHC INC.

George's Pizza

(515) 382-5616

ADDRESS OF PREMISES

PREMISES SUITE/APT NUMBER

CITY

COUNTY

ZIP

1220 6th Street

Nevada

Story

50201

MAILING ADDRESS

CITY

STATE

ZIP

1220 6th Street

Nevada

Iowa

50201

# **Contact Person**

NAME

PHONE

EMAIL

Charles Schadt

(515) 460-4336

chuckdzzz2383@gmail.com

# **License Information**

LICENSE NUMBER

LICENSE/PERMIT TYPE

TERM

STATUS

LC0043882

Class C Liquor License

12 Month

Pending Dramshop Review

TENTATIVE EFFECTIVE DATE

TENTATIVE EXPIRATION DATE

LAST DAY OF BUSINESS

Aug 22, 2022

Aug 21, 2023

SUB-PERMITS

Class C Liquor License



# State of lowa Alcoholic Beverages Division

**PRIVILEGES** 

Sunday Service

# **Status of Business**

**BUSINESS TYPE** 

**Privately Held Corporation** 

# **Ownership**

### Individual Owners

NAME	CITY	STATE	ZIP		% OF OWNERSHIP	U.S. CITIZEN
Charles Schadt	nevada	lowa	50201	owner	100.00	Yes

# **Insurance Company Information**

INSURANCE COMPANY	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE
Specialty Risk of America		
DRAM CANCEL DATE	OUTDOOR SERVICE EFFECTIVE DATE	OUTDOOR SERVICE EXPIRATION DATE
BOND EFFECTIVE DATE	TEMP TRANSFER EFFECTIVE DATE	TEMP TRANSFER EXPIRATION DATE



# State of lowa Alcoholic Beverages Division

# **Applicant**

NAME OF LEGAL ENTITY

NAME OF BUSINESS(DBA)

BUSINESS

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George's Pizza

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ZIP

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Nevada

Story

50201

MAILING ADDRESS

CITY

STATE

ZIP

1220 6th Street

Nevada

Iowa

50201

# **Contact Person**

NAME

PHONE

**EMAIL** 

Charles Schadt

(515) 460-4336

chuckdzzz2383@gmail.com

# **License Information**

LICENSE NUMBER

LICENSE/PERMIT TYPE

TERM

STATUS

LC0043882

Class C Liquor License

12 Month

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LAST DAY OF BUSINESS

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Aug 21, 2023

SUB-PERMITS

Class C Liquor License



**PRIVILEGES** 

Sunday Service

# Status of Business

**BUSINESS TYPE** 

Privately Held Corporation

# Ownership

### · Individual Owners

NAME	CITY	STATE		SITION % OF OWNERSH	U.S. CITIZEN
Charles Schadt	nevada	lowa	50201 ow		Yes

# **Insurance Company Information**

INSURANCE COMPANY	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE
Specialty Risk of America		
DRAM CANCEL DATE	OUTDOOR SERVICE EFFECTIVE DATE	OUTDOOR SERVICE EXPIRATION DATE
BOND EFFECTIVE DATE	TEMP TRANSFER EFFECTIVE DATE	TEMP TRANSFER EXPIRATION DATE

Item# 6 Date: 98/2022

NOTICE OF REQUEST TO AMEND THE ZONING ORDINANCE OF NEVADA, IOWA

The City Council of the City of Nevada, Iowa, has received a recommendation from the Planning and Zoning Commission to approve a rezoning request from the property owner, Story County Hospital, to amend the zoning ordinance of the City of Nevada, Iowa, by changing the zoning classification on the following described property, south of Story County Hospital at 640 S. 19<sup>th</sup> Street, Outlot A, owned by them and located within the corporate limits of the City of Nevada, Iowa, from an AR (Agricultural) to an R-4 (Multiple Family Dwelling) District.

The property for which the Rezoning Application is proposed is legally described as:

Story County Hospital Subdivision Outlot A Nevada, Story County, Iowa

The Planning and Zoning Commission of the City of Nevada, Iowa, held a public hearing on this request on the 18<sup>th</sup> day of July, 2022. It is their recommendation to approve the rezoning request.

The City Council of the City of Nevada, Iowa, will hold a public hearing on this request on the 22<sup>nd</sup> day of August, 2022 at the City Council Meeting which is set to begin at 6:00 o'clock P.M., in the Nevada City Hall, 1209 Sixth Street, Nevada, Iowa, to consider the recommendation.

It is your right to attend this hearing and express your views concerning the proposed change, or you may submit your comments in writing to the City Clerk no later than 9:00 o'clock A.M. on the 22<sup>nd</sup> day of August, 2022.

Kerin Wright City Clerk



August 2022

TO: Mayor - City Council Members City Administrator Jordan Cook

From: Ryan Hutton Building & Zoning Official

With the recommendation from the Planning and Zoning Commission, we are seeking approval from the City Council Members to approve the Rezoning of 640 S 19<sup>th</sup> Street Outlot A from AR (Agriculture) to R-4 (Multiple Family Dwelling District)

With the recommendation from the Planning and Zoning Commission, we are seeking approval from the City Council Members to approve the Special Use Permit to allow Duplex's to be built on Limited Commercial Zoned Property.

Best Regards, Ryan Hutton Building and Zoning Official



# AGENDA

Planning & Zoning Commission

July 18<sup>th</sup>, 2022 6:15pm

Council Chambers, City Hall 1209 6<sup>th</sup> Street

- 1. Call the meeting to order Roll Call
- 2. Approval of the Agenda
- 3. Approve and place on file the minutes of the June 22<sup>nd</sup>, 2022
- 4. Public Forum: Time for comments from the public on P&Z business other than those listed on this agenda
- 5. Public hearing for rezoning the property at 640 S. 19<sup>th</sup> Street Outlot A from AR(Agricultural) to R-4(Multiple Family Dwelling District)
- 5a. Recommend approval or denial to the City Council.
- 6. Hearing for Special Use Permit at 510 S. 11th Street.
- 6a. Recommend approval or denial to the City Council.
- 7. Election of Officers for 2022
- 8. Nevada Urban Renewal Area/Urban Renewal Plan Amendment
- 9. City Administrator/ Commission Members/ Staff Reports
- 10. Adjourn

This agenda was posted on the official bulletin board Friday July 14<sup>th</sup>, 2022 in compliance with the requirements of the open-meeting law.

# Memo

To: Planning & Zoning Commission

From: Ryan Hutton, Zoning Supervisor

**CC:** Jordan Cook, City Administrator

Date: 07/18/2022

**RE:** General Information

- 1. Rezoning the property at 640 S 19<sup>th</sup> Street Outlot A from AR(Agricultural) to R-4(Multiple Family Dwelling District): The Planning & Zoning Commission of the City of Nevada, lowa, has received a request from the property owner, Story County Hospital, to amend the 2020 Zoning of the City of Nevada, lowa, by changing the zoning classification on the following described property, 640 S. 19<sup>th</sup> Street Outlot A, owned by them and located within the corporate limits of the City of Nevada, lowa, from an AR(Agricultural) to an R-4 (Multiple Family Dwelling District) District.
- 2. **Special use Permit:** The City of Nevada's Special Use Permit Ordinance allows Duplex to be on Limited Commercial Zoned Property. The proposed area is owned by Cass-Doty LLC. The Special Use Permit requires only a final plat and approval of The Planning& Zoning Commission and The City Council.
- 3. Nevada Urban Renewal Area/ Urban Renewal Plan Amendment: The City of Nevada has an updated Urban Renewal Area to be reviewed and accepted.

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



# Rezoning

Application Form

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

1. Property Address for this Rezo	oning Request: <u>NA</u>		
2. Legal Description (attach, if le	ngthy): Outlot A, Story Count	y Hospital Subdivision.	
		- Alleria - Alleria	
3. Applicant: Owner			
Address:			
(Street)	(City)	(State)	(Zip)
Telephone:	(Business)	(Fax)	-
(Home)	•	(1 cax)	
4. Property Owner: Story County H	Ospital		
Address: 640 S. 19th Street (Street)	Nevada IA 50201 (City)	(State)	(Zip)
,		(*******)	( 1,
Telephone: c/o Nathan Thompson (Home)	(Business)	(Fax)	
5. Contact Person: Bishop Enginee	ering		
Address: 3501 104th St. Urband			
(Street)	(City)	(State)	(Zip)
Telephone:c/o Rick Baumhover, P	E 515-276-0467		
(Home)	(Business)	(Fax)	



Obtaining approval of this Rezoning does not absolve the applicant from obtaining all other applicable permits, such as Building Permits, IDOT access permits, et cetera.

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

Signed by:	: <u>14 7 </u>	Date:	04-20-3022
•	Applicant)		
(Note	e: No other signature may be substituted f	or the Property Ow	ner's Signature)
and:	At The	Date:	
	(Property Owner)		
and:	RakBarmhour	Date:	6-20-22
	(Contact Person)		

Bishop Engineering "Planning Your Successful Development"

3501 104th Street
Des Moines, Iowa 50322
(515)276-0467
(515)276-0217 FAX

June 20, 2022

Planning and Zoning Commission City of Nevada 1209 6th St. Nevada, IA 50201

RE: Rezoning Request for Story County Medical Center

Dear Commission,

On behalf of Story County Medical Center we request the rezoning of the following described land.

<u>Description of Property</u>: Outlot A, Story County Hospital Subdivision.

Land Area: 32.15 Acres.

<u>Current Zoning</u>: AR (Agriculture/Residential Reserve) <u>Proposed Zoning</u>: R-4 (Residential Multi-Family)

Proposed Use: Health Care, Group Care Facility, Multi-Family Residential

<u>Comprehensive Plan Consistency</u>: (Current Comprehensive Plan as posted on City website.) This rezoning will be in close conformity to the "Moderate/ Mixed Density Residential" future land use proposed in the Comp Plan. This proposed rezoning is an extension of the R-4 zoning of the hospital property to the north of this land.

Reason for Rezoning: Story County Medical Center is proposing to construct a new Senior Care Facility as the first development in the 32 acre, vacant parcel they own, south of the hospital. Although we understand that this development can occur as the site is currently zoned, future planning steps and funding source requirements will require that proper zoning be in place. Future planning may include other health care and senior living developments.

If you have any questions, or require additional information about this request, please contact us.

Sincerely, Bishop Engineering

Rick Baumhover, PE / PLS

Project Manager

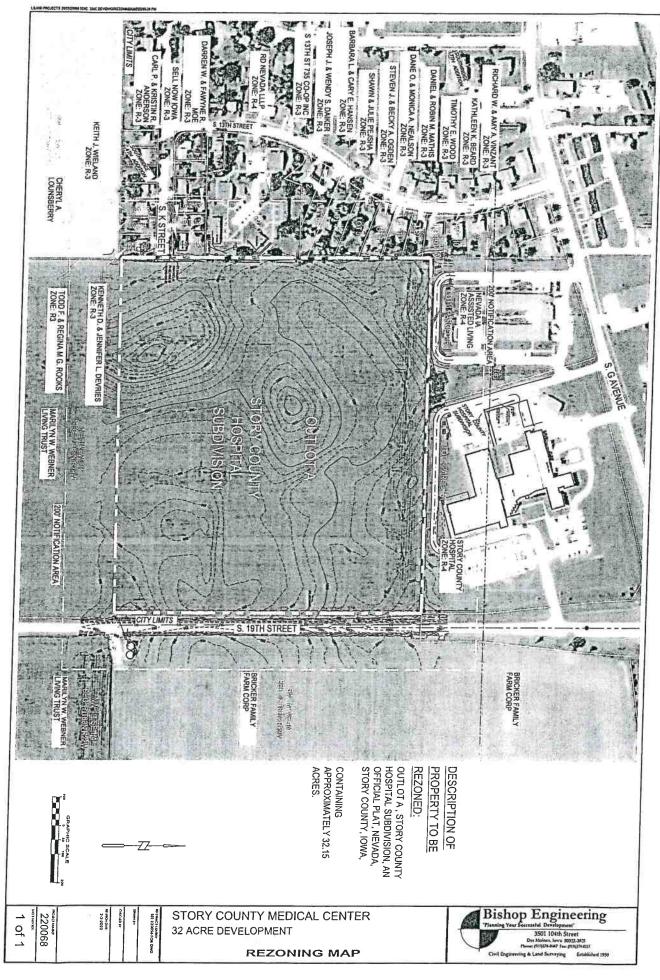
B. Property Owners' Statement (must be owners of at least 50% of area to be rezoned)

To Whom It May Concern:

It is our understanding that Story County Hospital has requested a char	We, the undersigned, own prolowa.	perty adjoining Outlot A, St	ory County Hospital Subdivision Neva
Zoning at Outlot A, Story County Hospital Subdivision	0 -		has requested a change

As adjoining property owners, we would have no objections to the change in Zoning.

ADDRESS 640 S. 19th St., Nevada, IA	DATE SIGNED
	1



# NOTICE OF REVIEW OF A Rezoning Application IN NEVADA, IOWA

The Planning & Zoning Commission of the City of Nevada, lowa, has received a request from the property owner, Story County Hospital, to review a Rezoning Application at the location of 640 S. 19<sup>th</sup> Street in Nevada, IA.

The property for which the Rezoning Application is proposed is legally described as:

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

The Planning & Zoning Commission of the City of Nevada, Iowa, will conduct a public hearing on this request on the 18th day of July, 2022 at the Planning & Zoning Commission Meeting which is set to begin at 6:15 o'clock P.M., in the Conference Room, Nevada City Hall, 1209 Sixth Street, Nevada, Iowa.

It is your right to attend this hearing and express your views concerning the proposed change, or you may submit your comments in writing to the City Clerk not later than 9:00 o'clock A.M. on the 18th Day of July, 2022.

Respectfully submitted,

City of Nevada, Iowa

Ryan Hutton, Building and Zoning Official

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

Item# <u>IA</u> Date: <u>81812022</u>

# CITY OF NEVADA, IOWA 1209 SIXTH STREET

PHONE: 382-5466 FAX: 382-4502 BOARD/COMMISSION MEMBER APPLICATION

NAME: Brian Thomas Weig OTHER NAM First, Middle, Last	MES USED:					
ADDRESS:EMAIL:						
PHONE # HOME: WORK:						
PLACE OF BIRTH: DATE OF BIRTH:						
Please indicate your areas of interest by prioritizing them, with 1 <a href="CHOICE">CHOICE</a> NAME OF BOARD	being the highest intere					
Board of Appeals Parks and Recreation Board Planning and Zoning Commission Gates Hall Board	As needed 3 <sup>rd</sup> Wednesday 1 <sup>st</sup> Monday					
Gates Hall Board Board of Adjustment (as called) Library Board Historic Preservation Commission  As needed  2 <sup>nd</sup> Tuesday 10:00 a.m. 5:00 p.m. As needed						
Nevada Senior Community Center Commission Re-Development Incentive Fund Committee City Council Member	As needed As needed 2 <sup>nd</sup> and 4 <sup>th</sup> Mondays	8:30 a.m. 6:00 p.m.				
Community Betterment Committee	As needed					
Boards meet on a monthly basis and are occasionally called in for note if this would cause a problem and/or what times do not work	for you?					
This typically will not be a problem if a There may be occasional times if they is Please explain why you feel qualified to serve the City of Nevada I have been a resident of Alexade for that. I enjoy serving my Community	nkefere in the my as a member of this boa 15 years and have	daughters Schedule ard.				
If appointed to this board, what would be some of your goals and of forward? Maintain the progress of the library in ecloration and services that help the common	bjectives in helping thi scrowng others w. n.ty thore	th access to				
If you have any other comments you would like to share regarding use the back of this page.	your application or abo	out yourself, please				
If there is no opening for a position on your board of choice, would future. (Circle One) Yes 100	you be interested in be	ing considered in the				

<sup>\*</sup>A Background check will be required before an appointment is made. Any results from such background check may be subject to open records law.
F:IOIlice\Form\Board Application.doc

### Kerin Wright

From:

, City of Nevada <no-reply@cityofnevadaiowa.org>

Sent:

Thursday, May 5, 2022 9:44 PM

To:

Kerin Wright; forms

Subject:

New submission from Boards & Commissions Volunteer

Attachments:

Boards-Commissions-Volunteer-05\_05\_2022-Melinda-Buyck.pdf

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

Name

Melinda Buyck

Address

Home Phone

Cell Phone

Email

1st Choice

Historic Preservation Commission

2nd Choice

Parks/Recreation/Cemetery Board

3rd Choice

Library Board

4th Choice

Nevada Community Senior Center Board

5th Choice

Any Various Committee (as needed)

6th Choice

Board of Adjustment (as called)

7th Choice

Planning and Zoning Commission

8th Choice

City Council Member (when vacancy)

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

I work during the day so most early meetings would be difficult.

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

I love history and piecing together stories. I also like preserving the past for others to see and investing in my community.

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

I'd like to see more interactive events and increased social media engagement. But mostly I would be content just helping the existing board as I can.

If you have any other comments you would like to share regarding your application or about yourself, please add more below

I firmly believe in serving your community in some capacity and in the power of volunteerism.

If there is no opening for a position on your board of choice, would you be interested in being considered in the future?

Yes



1209 l

Item#

p. (515) 382-54t 11. (515) 302-45UZ)

www.cityofnevadaiowa.org

July 26, 2022

MacVey Investments LC 913 Carroll Ave Ames, IA 50010

Dear Mr. MacVey,

Please find enclosed the Resolution and Order the Nevada City Council passed on July 26, 2021, regarding your property at  $536~4^{th}$  Street in Nevada.

There will be an item on the Nevada City Council Agenda on August 8, 2022 to follow up on the restoration project for this property. You are invited and encouraged to attend.

If you have any questions regarding the Resolution and Order please contact the City Administrator Jordan Cook, City Attorney Erin Clanton, or Director of Fire/EMS Ray Reynolds.

Thank you!

Kerin Wright

City Clerk

## RESOLUTION NO. 003 (2021/2022)

# RESOLUTION AND ORDER REGARDING DANGEROUS BUILDING

WHEREAS, notice was served on or about the 1<sup>st</sup> day of February, 2021, on Mac Vey Investments, LC, ("Owner") to abate the nuisance existing at 536 4<sup>th</sup> Street in Nevada, Iowa (the "Property") within 90 days from service of said notice upon the said Owner; and

WHEREAS, a hearing was requested by the Owner, through its attorney, and a hearing was held on April 26, 2021 and evidence produced and considered by the City Council; and

WHEREAS, the City Council, after hearing evidence from both City staff and the Owner, issued a Resolution and Order at it special meeting held on April 29, 2021, declaring the Property to be a nuisance and dangerous building as defined by Nevada City Code Chapter 145, as the Property has been inadequately maintained, a fire hazard, and abandoned; and

WHEREAS, the City Council's April 29, 2021 Resolution and Order required the Owner to proceed with the following steps:

- 1. Within sixty (60) days of the date of this Order, retain a certified architect or structural engineer—licensed in the State of Iowa—to inspect the Property and provide a detailed list of repairs and/or replacements necessary to bring the Property into compliance with any and all building codes and render the Property habitable. Such report shall be submitted to the City Council within sixty (60) days of this Order.
- 2. Within sixty (60) days of the date of this Order, retain a certified fire restoration company to inspect the Property and provide a detailed report of the remedial efforts necessary to remove any carcinogenic material, mold and/or other dangerous material from the Property. Such report shall be submitted to the City Council within sixty (60) days of this Order.
- 3. Within sixty (60) days of the date of this Order, the Property Owner shall provide to the City Council a detailed plan to rehabilitate the Property to make the same safe and free from hazards to anyone coming on the premises, which includes bringing all structural, electrical, and plumbing components up to City Code requirements, and the proposed timeline necessary to accomplish the same.

WHEREAS, the Owner submitted the requested information to the City within the sixty (60) day timeline; and

WHEREAS, at its July 12, 2021 Council meeting, the City Council reconvened to provide additional timelines for the Owner to abate the nuisance.

NOW THEREFORE, BE IT RESOLVED that the Owner is hereby directed and ordered to abate the nuisance consisting of an unsafe residential home and unattached garage by:

1. Completing the list of repairs and/or replacements necessary to bring the Property into compliance with any and all building codes and render the Property habitable, in accordance with the reports prepared by Benjamin Design Collaborative dated June 23, 2021 and November 20, 2015, and the June 12, 2021 Inspection Report prepared by Bruce Runner.

- 2. Notifying the City at the following check-points of the restoration project and allow the City to inspect at each such check-point ("Inspection Points"):
  - a. When all walls are stripped to the studs and all electrical sheathed wire has been removed from all levels above the basement level.
  - b. When all soda application is taking place to verify proper decontamination of the fire toxins.
  - c. When all charred rafters and floor joists are removed for visible inspection.
  - d. When new electrical services are installed and provide documentation to the State Fire Marshall.
  - e. When the walls have been sheet-rocked.
  - f. Final Inspection.
- 3. If the Property fails to comply with any Inspection Point, the City may order the reconstruction be halted until the Property passes such inspection.
- 4. The Property shall be fully restored in accordance with the reports referenced in (1) above on or before August 1, 2022.
- If the Owner fails to complete the project as required within the designated timeframe, the City
  may proceed with any and all additional measures to compel compliance including litigation
  and/or municipal infraction.

BE IT FURTHER RESOLVED that the City Clerk or enforcement officer be and is hereby directed to serve a copy of this Order upon the said Owner; and

BE IT FURTHER RESOLVED that in the event the Owner fails to abate the said nuisance within the time prescribed above, then and in that event the City will abate the said nuisance and the cost will be assessed against the Property and/or Owner, as the law shall provide, or it may proceed with any other measure allowed by law to bring the compel the Owner to bring the Property into compliance.

PASSED AND APPROVED this 26th day of July, 2021.

Brett Barker, Mayor

Attest:

Kerin Wright City Clerk

Moved by Council Member Dane Nealson, seconded by Council Member Sandy Ehrig, that Resolution No. 003 (2021/2022) be adopted

AYES:

Nealson, Ehrig, Mittman, Sampson, Spence

NAYS:

None

ABSENT: Hanson

The Mayor declared Resolution No. 003 (2021/2022) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No.003 (2021/2022) at the regular Council Meeting of the City of Nevada, Iowa, held on the 26th day of July, 2021.

Kerin Wright City Clerk

Item# 9 8 2002
Date: 8 8 2002

#### **COUNCIL ACTION FORM**

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

#### HISTORY:

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

Attached is a request from John Fry, 123 8<sup>th</sup> Street, for a request to waive the sewer charge on the August Utility bill. The usage was due to accidentally leaving the hose on to water the lawn to enhance the property in the front of the house to get ready to sell.

Enclosed is a Utility Billing History report for the consumption report for the sewer only.

Based on previous credits approved by council, the credit would be the average Sewer charges over the past 13 months and subtract that from the August usage to find the Credit that would be consistent with the previous credits provided.

#### **OPTIONS:**

- 1. Direct Staff to apply a credit of \$94.08 to Fry's account toward the sewer services.
- 2. Direct Staff or resident to provide more information on the account.
- 3. Deny Reimbursement request by Fry
- 4. Do nothing at this time.

#### STAFF RECOMMENDATION:

Documentation has been presented showing the history of the account, and the sewer charges incurred.

Jo the Nevada City Council,  Jam writing to you in  regards to my parents last seading for her wester bill.  The water department Called  my dad to a lest him that  0.0  a heage amount of water had  0.0  lever used in the past 24 hrs.  14.66  The total bill at that time  17.17  was \$ 256.00. I had accidently  15.92  left the hose running at their  17.79  house at 123 8th of when I  stopped to give their fresh  water. They are not living  These best there there desing  28.14  the week working on the house  to sell it. My dad facend it  o.c  running the noft morning.  I called City Water Department  and they told me to write to  the City Council and ash for  0.0  lelief my for the sewer portion  114.53  Jhanh Yau  123.8th I		■ ±	
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Item# <u>90</u> Date: <u>8/8/2032</u>

### 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 transitionary 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 including broken windows or doors caused by weather or improper maintenance;
    - (c) Defective weather protection or lack of weather protection for exterior wall coverings, including lack of paint, or weathering due to lack of paint or other approved protective covering; and
    - (d) Broken, rotted, split or buckled exterior wall coverings or roof.
- 19. Fire hazards. Any building or portion thereof, device, apparatus, equipment, combustible waste or vegetation which, in violation of the International Fire Code adopted by the City of Nevada in such condition as to cause a fire or explosion or provide a ready fuel to augment the spread and intensity of fire or explosion arising from any cause shall be deemed a fire hazards.
- 20. Faulty materials of construction. Faulty materials of construction shall include all materials of construction, except those which are specifically allowed or approved by this chapter and the building code, and which have been adequately maintained in good and safe condition.
- 21. Hazardous or unsanitary premises. Hazardous or unsanitary premises shall include those premises on which an accumulation or weeds, vegetation, junk, dead organic matter, debris, garbage, offal, rat harborages, stagnant water, combustible materials and similar materials or conditions constitute fire health or safety hazards. Located in City Code Chapter 50 & 51.
- 22. Inadequate maintenance. Any building or portion thereof which is determined to be an unsafe or dangerous building in accordance with the Building Code of the city shall be deemed to be inadequately maintained.
- 23. Inadequate exits. All habitable spaces shall have reliable means of egress that do not require special keys, tools, or knowledge to operate. Exits shall consist of a walk out door, fire escape rated for the occupancy level of the floor, having a width of not less than 32 inches, and made of non-combustible material. Windows below grade and not more than a height of 70 feet may serve as an emergency rescue egress point, only in existing buildings where exiting is inadequate. Nothing in this section permits violation of City of Nevada ordinance 165.16.D (3) requiring two separate means of egress

from residential dwelling units within the downtown district. All buildings or portion there of 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.

ATTEST:		Brett Barker, Mayor
Kerin Wright, Ci	ty Clerk	
reading until resid	dents could comment on the	ch 28, 2022 agenda for first reading. Council tabled the proposed ordinance. ce was presented for first reading:
1st Reading – July 25, 20	)22	
Motion by Council Memb	oer Brian Hanson, seconded by Council Menson, Skaggs, Ehrig, Mittman, Nealson, Sane	ember Steve Skaggs, first reading of Ordinance No. 1023 (2022/2023), impson
2nd Reading - August 8,	2022	
Motion by Council Memb AYES: NAYS: ABSENT:	er _, seconded Council Member _, to appr	ove the second reading of Ordinance No. 1023 (2022/2023).
3 <sup>rd</sup> Reading –		
Motion by Council Member AYES:  NAYS:  ABSENT:	er _, seconded by Council Member _, to ap	oprove the third reading of Ordinance No. 1023 (2022/2023)
The Mayor declared Ordin	nance No. 1023 (2022/2023) was passed on	2022.
I certify that the foregoing	was published as Ordinance No. 1023 (20)	22/2023) on the day of, 2022.
Kerin Wright, City Clerk		



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

MARGREEN.COM

August 1, 2022

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

Re: Nevada WWTF Improvements - Phase 2: Recommendation on Contractor's Application for Payment No. 14

### Dear Jordan:

Attached is an electronic copy of Payment Application No. 14 from Williams Brothers Construction Inc. (WBCI) for the Nevada WWTF Improvements - Phase 2 project. Items included in this application are summarized as follows:

- General Requirements: Mobilization, Silt Fence/Ditch Check, Equipment, Mobilization/Trailer. Vehicle/General:
- Site Work: Site process piping, Sanitary Manholes, Mass Excavation, Site Underground, Lighting, Stored Materials:
- 120-Administration Maintenance Building: Rebar, Precast Concrete Tees, Structural Precast, Masonry, Admin Area, Stored Materials;
- 210-Headworks: Rebar, Stored Materials:
- 320-Oxidation Ditches: Rebar, Concrete Walls/Slabs, Stored Materials;
- 320-Oxidation Ditches Flow Splitter: Oxidation Ditches Area, Stored Materials;
- 350-Secondary Treatment Building: Rebar, Paints and Coatings, RAS/WAS Piping, Non-Clog Centrifugal Pumping Equipment, Stored Materials;
- 360-Secondary Treatment Chemical Storage Building: Rebar, Stored Materials;
- 380-Secondary Clarifiers: Rebar, Concrete Walls, Stored Materials;
- 390-Return Pump Station: No work completed this period, Stored Materials:
- 420-UV Disinfection Building: Concrete, Structural Precast Concrete, Stored Materials;
- 520-Aerobic Digesters: Rebar, Stored Materials;
- 550-Solids Processing Building: Concrete Base Slab, Permeate, Stored Materials:
- 570-Biosolids Pumping Building: Concrete Base Slab, Stored Materials;
- 580-Biosolids Storage Tanks: No work completed this period, Stored Materials;
- Change Order #2 COR-04R5, COR-08

The total for Pay Application No. 14 is \$1,242,962.03. As of this Pay Application, WBCI has been paid 36.1% of the current contract price (not including retainage withheld). As of this Pay Application, approximately 49% of the time has been used. WBCI appear to be on schedule based on work completed and time remaining.

We have reviewed Payment Application No. 14. We have verified that most all certified payroll records for the corresponding pay application period are received and conforming; however a few subcontractors are delayed with a few payrolls records for this month. These should be submitted before next month's pay application and can be processed at that time. There have been no issues with certified payroll compliance to date.



Therefore, we recommend full payment of Payment Application No. 14 as submitted by Williams Brothers Construction Inc. Please execute the pay application and distribute copies to all parties.

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

Sincerely,

HR GREEN, INC.

Michael Roth, P.E. Senior Project Manager

Mulinel Tothe

Enclosure

Cc:

Kerin Wright, City (via email) Harold See, City (via email) Kurtis Knapp, WBCI (via email) Jacob Lee, WBCI (via email)

APPLICATION AND CERTIFICATE FOR PA	ATE FOR P	AYMENT				
					PAGE 1 C	OF PAGES
TO OWNER: City of Nevada >> 1209 6th Street Nevada, IA 50201 Fax:	PROJECT	Nevada WWTF Improvements Phase 2 62512 270th Street Nevada, IA 50201	ents Phase 2	Application No. Period To: PROJECT NOS.:	14 July 31, 2022	Distribution to: OWNER ENGINEER
FROM CONTRACTOR: Williams Brothers Construction Inc. VIA ENGINEER HR Green Inc. P.O. Box 1366 Peoria, Illinois 61654 CONTRACT FOR: General Ph 309/688-0416; Fax 309/688-0891 email — (Jacob.Lee) (Kurtis) @wbci.us	1c. VIA ENGINEEF 588-0891 (@wbci.us	R HR Green Inc. 5528 Merle Hay Road, Suite 200 Johnston, IA 50131 Attn:	Phone: 515-278-2913 ) Fax:	App'l date Contract date: Substaintial completeion date: Invoice 7 22 542 14	July 31, 2022 ordate:	CONTRACTOR
CONTRACTOR'S APPLICATION FOR PAYMENT Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.	connection with the	Contract.	The undersigned Conti mation and belief the ' in accordance with the	actor certifies that to Nork covered by this A	The undersigned Contractor certifies that to the best of the Contractor's knowledge, mation and belief the Work covered by this Application for Payment has been comp in accordance with the Contract Documents, that all amounts have been paid by the	The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the
ORIGINAL CONTRACT SUM     Net Change by Change Orders	OBED TO DATE		Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.  CONTRACTOR: Williams Brothers Construction Inc.  By:	or Work for which previous Certificates for led from the Owner, and that current payme IOR: Williams Brothers Construction Inc.	tificates for Payment warent payment shown huction Inc.	were issued and pay- nerein is now due. July 31, 2022
(Column G on G702) 5. RETAINAGE: a. 5 % of 100% of Contract	(561 145 82)	13,029,463.11	State of: Illimois County of Peoria	I reasurer		
(Columns D + E on G703) b. 5 % of Stored Material (Columns F on G703)	(120,328.44)		Subscribed and sworm to belore me this day of Notary Public:	iore me this day of	July 31, 2022	"OFFICIAL SEAL" JACOB K. LEE
Total Retainage (Line 5a + 5b or Total in Column I of G703)	0.00	(681,474.26)	My Commission, State of Illinois  My Commission Expires 06-15-205  ENGINEER'S CERTIFICATE FOR PAYMENT  In accordance with the Contract Documents based on on-site observations of the date.	TCATE FOR PAYME	My Commissio	Notary Public, State of Illinois My Commission Expires 06-15-2025
(Line 4 less Line 5 Total) 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	TNT	(11,705,048.88)	comprising this application, the Engineer certifies to the Owner that to the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.	ution, the Engineer cer n and belief the Work dance with the Contra the AMOUNT CERTI	diffes to the Owner the has progressed as indicated the FIED.	Transons and the data at to the Engineer's feated, the quality e Contractor is
8. CURRENT PAYMENT DUE		1,242,962.03	AMOUNT CERTIFIED	FIED	***************	1,242,962.03
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	)H	22,999,767.36	(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that changed to conform to the amount certified.)	amount certified differention and on the Con.	rs from the amount app tinuation Sheet that ch	plied for. Initial hanged to conform
CHANGE ORDER SUMMARY ADDITIONS	DEDUCTIONS		Engineer: HK Green	en		
1 otal changes approved in previous months by Owner 97,778.27  Total approved this Month	7.2		By: This Certificate is not a	regotiable. The AMO	Date: 8,	By:  Date: 8/1/22  This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Con-
NET CHANGES by Change Order			tractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this contract.	Issuance, payment and of the Owner or Contr	tractor named herein. Issuance, payment and acceptance of payment a prejudice to any rights of the Owner or Contractor under this contract.	nt are without act.
Liver Citations by Change Order	97,778.27					**************************************

10		CCORT	DATATION SHEET					14		PER, TO:	hely 31, 2022		
2	ļ							July 31, 2022		ENGINEERS PRO	RECT NO:	0.00	************
1 Spre		Buttal	Net ale WWT!		CONTRACTOR IN	SCHEDULED	- WORKE COMP	CFTFD	MATERIALS	TOTAL COMM.		HAL AND F	MITAINKE
4 5er.		NO.			NUBCUNITE ACTOR	VALUE	PREV APPL	TRISPLATOR	STORED	A STOKED	Complete	10 (1988)	the same
7 Div	101	Sene	rul Requirements		A		**************************************						
H 01	OCHO		Comprete Sidewalk Unit Price		Williams Treathers Construction	65,000.00		-comments -		0.00	0%	63,006.00	
9 01	0000	- 7	Demobilization		Williams Brothers Communist	75,000.00	100000			0.00	016	75,000,00	n,
10 01	0000	100	Submittal Exchange		Williams Brothers Communicated	18,000.00	18,000,00			(6,000,00	10004	0.09	900
11 01	0000		Mobilizazion		Williams Benthers Construction	1,454,000,00	717,000,00			717,000,00	5014	717,000,00	15,830
12 01	0000		Mobilization		J. & E. Contrassing	155,925.00	(01,629.73	54,295.25		135,915,00	100%	0.00	3,796
13  01	0000	100	Mobilization		Tebin Drothers	39,000,00	15,090.00			15,000,00	50%	13,000.00	750
14 01	0000		Bond Ansurance		Williams Bradiers Construction	1,471 139 72	1,672,139,72			1,672,139,72	100%	(G Q0)	13,606
15 01	38713		Silt Fence Disch Check Invaliation	16.171	Alpha Landscapes	42,000.00	257.09	210.00		467.00	175	41,539.00	23.
5 01	58713		Sell Ferror/Distr Check Reproval	No.L	Alpha Landscapes	3,300.00				0.00	10%	3,300.00	.0.
17	0000		General Conditions and Mobilization		Con-Struct Inc	100,000,00	56,000.00			90,000,00	50%	50,000,00	2,500
8:26	0000		Engineering Smily		CEC Electric	9,550 00	- IIII OS WANNES			0.00	1056	9,550 Dil	O.
9 26	cidenti		Equipment		CEC Electric	73,050 00	14 500 01	10,000,00		24 300 00	33%	10,550.00	1,225
0 26	0000		Engls		ICEC Electric	34,730.00	100000	1///10/2001		0.00	0%	14,750.09	0.
1 26	0000		Mondination & Trailer		CFF, Fleeting	11.750.00	27,900.00	1,000.00		25,900.00	6534	13,350.00	1,445
2 26	0000		Vehicle and Ocserol Expense	-	CIC Eleonic	44,250.00	12,300 00 3	2,500,00		15,200.00	3.156	39,050.00	760
3 380			100000000000000000000000000000000000000		The state of the s		100000000	70.0250		0.00	-	0.00	Ď.
	0000		Rebae	Mr.	Amhassadar Sued Falineanour	1,500.00	10777	Control of the Control		0.001	956	1:500.00	0
	diago.		Concrete	61	Central lows Ready Mrs	1,364.58				1.00	0%	1,364 81	0
	0000		Resimina Wall	1	Williams Brushers Construction	17,435,39				0.00	654	11,135.50	0
	0000		Epitamet Sign	- 10	Williams Brothers Communities	3,832.00				0.00	0%	3,632.00	o.
8	9000		Communition Entrance and Check Duny	M	Can-Sinuce Inc	5,005,00	1,600 881			1,000.00	17%	5,000.00	20.0
	0000		Construction Entrance and Check Dawn	11.	Continues, Inc.	4,000.00	1,000,001			1 005:50	17%	5,000.00	- 50/
	(NOTE)		T Consiste Payments	M	Con-Sines, Inc.	370 (809 (82				0.00	67%	570,000,00	6.0
	0000		F Consule Passageri	11	Cine Struct Inc.	260.000.00				0.00	951	260,000,00	10.0
	dotte		Results an Subhape	7.4	Can Stear Inc	N3 000 (C)	40 000 00			40,000.00	4556	48,000,00	2,000 (
	0000		Renderey Subtrace	16	Cas-Separt Inc	71.000 00	20,000.00			39,900 00 1	3854	41,000,001	1.500 0
	Outro		Records by Substitute	- 14	Cres Stown fire	27,000,00	12,000.00			12,000.00	44%	15,000.00	(0) (
	0000		Rondyay Subdrain	II.	Can-Smics, Inc.	30,00070	15,000.00	TO COMPANY		15,000 00	50%	15,000 00	150 (
	nem		Topoli Respend	- 1	Con-Struct, Inc.	117,000.00	17,900.00			17,000.00	1556	100,060,001	850,0
	0000		Mass Eccavation		Con-Struct for	540,090,00	210,000,007			210,000.00	37%	30,000,00	10.3000.0
	4100		Strugging Figurest Conscient	154	Mid-States Congress Industries	#. 19x 00	I I			0.00	1054	K 193 00	0.0
	4100		Spychical Prepara Controls	- 1	Williams Drothers Construction	1,568 00				8.00	675	1,560,00	0.0
	5000		Metal Fabrications	N.	Brown Metal Craftman, Inc.	18,873-26	4,153,25		10,2% 05	14,445.59	3075	34.427.96	722.2
	5000		Metal Fabrications	Tt.	Williams Drothers Construction	78.043.09			1000	0.00	0%	28.083.00	0.0
	0100		FIRE MADE IN	1.661	F.R. K. Contracting, LLC	117,600 00	95,000.00			95,000.00	1176	22,800,00	4,750,0
	0500		FIRE HYDRANIC JASSESSINGS	II.	LA. K Contracting, U.C.	19,617,00	5,639 14			5.639.14	29%	12,397.86	231.0
	0300		FIRE HYDRAW INSSEMBLY	Nt.	F& K Commence LLC	24,013.00	10000			0.00	one!	24.013.00	0.0
	0300		GATE VALVES 24		J.A. E. Costractine, LUC	7,000 00				0.00	865	7,000,00	0.0
	0500		W. 1 IN N 4101	Lear	J.M. E. Continuenting, L.L.C.	94,500.00	67,500.00			67,500.00	71%	27,000.00	2,375.0
	1500		GAVE VALVE 3 BI	LEAD	J & K Comments LLC	1.750.00	77,477,577			0.00	mi	2,750,60	0,0
	nsan 1		POTABLE WATER, 119	LAM	I A S. Contracting, L.I.C.	28,700.00	64,283,00		15,136.00	83,421.00	2554	15.179.00	4 171.0
	0500		SITE DEFORAGE SD	LAM	J & K Contracting, LUC	90,000,00	99,000.00		15:15:000	90,000 00	100%	0.00	4.50n.0
	2500		PERE MEDIANILISE	1.831	J.A. F. Contracting, 12,C	6,000,001	FM,1-13,49			001	025	6,000.00	0.0
	0500		FOR THE DISCOUNT	1,831	J.A. I. Contracting, LLC	2,840,00				0.00	(0)	2,840.00	0.0
	2500		1° F31		J.A. E. Contracting, LLC	17,600,00	8,400.00			3,100.00	48%	9.200.00	426.0
	2500		P PERMI 521-530(X2	LAM	J & K Contracting, LLT	10.640.00				0.00	0/15	10.640.001	0.0
	2500		P WAS	1,881	J.E. R. Combuction, E.L.C.	31,500.00	15,700.00			23,200.00	80%	6,300.00	1,760.0
	2500		P BEUM 159-359	LEN	J & K Commercing, LLC	31,500.00	25,700.00		10000	25,280.00	80%	6 300 00	1,268.0
	1500		1 5AN 126-KANIII X 2		1.8 % Contracting, LLC	12,600,00	17,600 00			12,600,00	10006	0,00	630,0
	2500		COST 150-2 DICUIN		F.R. K. Contractore: LLC	3,729,60	.70000			0.00	.076	1.720.00	0.0
	2500		PLUG VALVE 4 IN		J.E.K. Contracting, LLC	361.001				6.90	954	561.00	0.0

Nevada WWTF

11	CONTINU	ATION SHEE	7					14		THE TO:	July 71, 2022		
2			- AMERICAN TWO CONTRACTOR AS A PERSON OF THE	****				July 11, 2012		ENGINEER'S PROJ	11111111	0.00	Appropriate the same
3 Sper	Heald	Nevana WW	11.		SUPPERES:	SCHEDULED		A LOUGH TO	MATERIALA	TOTAL COMPL		HALANCI	RETAINAGE
4 Sec.	N93				SUBCONTRACTOR	VALUE	PRICE CINE	(HIS PERIOD	STORED	A STURED	Complete	TOVERNISH	
59 22 0500		KIN I	- tours or		J.A. K. Crintingting, LLC	13,960,00			5,800,66	5,900 08	30%	7,960,00	
60 22 0500					J.A.K. Costroczine, U.C.	\$1,660.00			20,000,00	30,000.08	1778	21,600.00	
61 22 0500					J & K, Contracting, LLC	57,200 00	13,500,00	A.750 00	15,000.00	35,250,00	4876	16,950.00	
62 22 0500		AS 520 35			JAK Commenne, LLC	3,000,00		_		10.0	604	3,000,00	
63 22 0500		CLARIFRIA			J.A. K. Contracting, L.L.C.	16,200.00			8,000.00	5,000,00	4924	1,290 00	45
64 22 0500			DEADY 330-230		J.A.E. Concerting, LLC	9,000,00			2,000.00	3,000 00	.131%	5,000.00	12
65 22 0500			COTAT BLDG		J.E.V. Contracting, U.C.	4,000,00			Accessed to	0.00	954	4,000.00	
56 22 05nd			LOWERS		J.k.K. Contracting, LLC	17,600.00	- 1000 m 27	11000000	6,000 00	6,800,00	93%	11,500 00	
57 22 0500			The same of the sa		*L& K Contracting LLC	51,009,00	34,000 00	3, 20% Oct	1,000.00	29,300,60		3,800,00	1.4
88 22 0500			HIROE CLAR-SEC TRI	Likhi	J& K Contracting, LLC	50,000,00					00%	10,000.00	
9 22 6500		u,r		11	J & K Contracting, J.J.C	14.736.91			10,000,00	0.60	75%	14,756.93	
70 22 0500 71 22 0500		u.p		Kt	J.A. K. Conststing, LLC	13,263.03	16 140 46				5406	3,263,07	16
		DRAT	A Service and the service and		1 & K Contracting, LLC	67,409,00	19,500,00	9,000,00	14,143 80 24,000.00	33,643,80	71%	28,756.20	16
2 22 0500		LAS 320-33			1 & X Consessing, LLC	46,805.00 9.005.00		4 300 pg ;	24,000,00	6.300.60	70%	2,700.00	
73 22 0500		SEN SEES			I.A. K. Contracting, LLC	18,000,00		4 see (x)		0.00	0%	18,000.00	
4 22 0500		ISL 530 57		-					2,300.00	2,500.00	19%	10,500.00	-
5 22 0500				LAM		13,000,00		40 490 77 (	2,300.40	40,890 77	67%	20,140 23	2.0
6 22 0500			CLAR-FS X 3 (CONCRETE EN		J & K Contracting, LLC	61,031.00 21,969.00		15,312.67	2,636,33	22.969 (0)	100%	20,140.25	L1
7 22 6500			CLAR-ES X 3 (CONCRETE EM	M	J ≥ K Connecting, LLC	49,458.59		15,312.67	7,650,331	0.00	034	49.453.59	
6 22 0500		AT DANDD		1	L& K Contracting, LLC	15.541.01		-	12,918.35	12,918.85	8306	2,622.56	- ,
9 22 8500			OCH (FS X3) OCHCRETE ENCASED)	ài	L& K Contracting, LLC	78,386,51			12,018,43	0.00	0%	78,386.51	· 10 (1 seconds.n)
				N	L& K Contracting, LLC	58,113.42			-10 non no	56,000.00	36%	8,113,49	2.5
1 22 0500 2 22 0500		Or. 120-350 ICE 142000	ONCRETE ENCASED)	N1	Le K Contracting, U.C.	1. 41,785,53	-		26,3601 164	0.00	0%	41,785,52	2.3
		ICE 420430		M	Le K Contracting, LLC	12,414,48		-		0.00	0%	13,414,48	1.44
3 22 0500 4 22 0500				LEM	J & K Contracting, LLC	6.000.00				6 00	0%	6,000.00	
5 22 Justini		FATE THE	BI-SANO7	LEM	J.E.S. Contracting, E.L.C.	33,600,00	3,361,00	28 560.00		31,920.00	95%	1,680,09	1,5
			20.220	LAM	L& K Contracting, LLC	26.280.00	- Juniora	25,336.00		25,536,00	95%	1,344,00	1.2
5 22   0500 7 22   0500		SANITARY		Licki	J.A. K. Contracting, LLC	9,955,07	-	27,396,00	-	0.00	004	9,953.07	- 4
5 21 6300		ORDERS CT		М	J & K Contracting, LLC	21.0(6.9)				0.00	:056	22.046.93	
9 22 0500		DNEWRYKL		101	1 & E Contracting, LLC	12,352,67		-		0.00	ots	32,392.67	
0 21 10500		DNDARVEL		M	J & K Contracting LLC	1,902.11				0.00	0%	1,907.33	
1 72 0500			AR EFF CROSS-1,2,5, 20 IN	100	J& K Contraction, LLC	3,945,79				0.00	it.	3.945.79	
2 22 0500			AR EFF CROSS-1,2,5, 20 IN	1.	J & K Contracting, U.C.	435431	-			0.00	104	4,354,21	115.00
3122 0500			AR EFF CROSS-1,2,6, 14 IN	i i	J.& K. Contracting, LLC	3,619.00				6.00	654	5,619.00	
4:22 0500		DUE ARY CL		14	J & K Contracting, LLC	4.281.00		111111111111111111111111111111111111111		0.00	0%	4.281.00	
121 0500		M SEWIR			J & K Contracting, LLC	2,640.00				0.00	0%	3,640,00	7747 Was made
3 22 0500		M EWIR			J & K Contracting, LLC	15 641.00	101.00			301.00	5%	14,863,00	100
7122 10500		CALEWIR.			I & K Contracting, LLC	23,600.00	1,150,00	-		1,430.00	17%	21,150,00	2
3 22 10500		RM SEWIR			J & K Controcting, LLC	17,210,001	11,491.00	-		11,404.00	66%	5,876.00	3
9 22 10500		OM SEWER	RCP, 36 IN		J& K Contracting, LLC	42,920.60	27,300,00			23,300,00	78%	2.620.00	1,6
0 22 0500			RCP, 42 IN		1 & K Contracting, LLC	2,400,00	-3,310 07			5.00	60%	8,400,00	1,0
122 0500		RM APRON.	12 IN		Le R Contracting, LLC	3,900.00				0.00	6%	3,000 00	
2 22 0300		RAL APROPE			1 & K Contracting, LLC	1,000,00	3,000,00	-		3,000 00	100%	0.68	13
3 22 (0500		M APRON	34 IN		J & K Contracting, LLC	7,730.00	1,875 00			3,875 00	50%	3,875 00	15
22 jusun		EST APROPE			LA & Connecting, LLC	4,120,00	4,150.00			4,150.00	100%	0.00	20
5 22 0500					JAK Commission LLC	9,800,00	9.800.06			9,800,69	100%	0.00	1
1 22 0500					1 & K. Commarting, LLC	5,475.00			i	0.00	0%	5,475,00	
7 22 0500					J A K Contracting, LLC	6,550.00		G-AMILIAN S	5,413,20	5,417,20	83%	1,136.30	2"
6 22 0300			SHOLE SW-301, 66 IN, HOVE UN			10,000 00		9,500.00		2,500.00	95%	500,00	47
0 22 0500			DIOLE, SW 301, \$170		J & K. Contracting, LLC	32,700.06			7,357,40	7 367 40	23%1	25,332,60	36
					J.A.K Contraction, LLC	7,600.00				0,00	0%	7,800,00	

1		CONT	TINUATION SHEET				Application Na APPL DATE	18 8alv 11, 2022		PER TO: ENGINEERS PRO	July 11, 2922 JECT NO	0.00	
3 Spat		Stantal.	Nevada WW IF	-	SUPPLIED	WHENCH TO		THE RESERVE OF THE PARTY OF THE	MATERIALN	TOTAL COMPL	*-		RETAINAGE
4 Sec		NO.	Water Control		NUBCONTRACTOR	VALUE	PREV APPL	THUS PUPIOD	STORED	A STORED	Complete 1	TOPINISH	And the second
	0500	1960	STORM STAKE, SW-MS, 40 DI	TLAN		6,600.00		1000000	SELVER -	8.00	0%	4.600,00	
	6100		STURM OF ALE, SW-308		CLL & Compacting LLC	7,400.00				0.00	One	7,400,00	
113 22		-	STORM STAKE SW-510	148		10,100 00		-		0.00	0%	10,100 00	
114   22			STURM ENTAKE, SW-312-24 IN		t J & E Community, LLC	2,625,00				0.00	936	2,635.00	
	U500		STORAL INTAKE (SW-513		4 J & K Contraction U.C.	20,750.00				0.00	054	28,750.00	
16 21			UV DRAIN MAZZHOLE 48 DF		I A K Contracting LLC	5,500,00			3,200.00	1.500 00	3514	2,600.00	
117 22			CHEMICAL FIELD   VAULT # X 7		1 J & K Contracting U.C.	22,750.00			15,000.00	13,000 06	6624	3,750.00	
	0500		RIP RAP CLASS E	ILDN		12,320 (0)				0.09	00%	17.720 00	
19 22			Process Values	M	Airtien & Amogrates	1,011,11			1,01131	1,011,11	100%	0.00	36
20 21		-	Appeared Design/Submittals	1201	Cletca Inc.	2.5 Orter (pr)	19,20m; 169		1,010.01	19,700,00	50%	4,690,69	
21 25			Countil Panels & Missortianers		Jejco lez	316,450,00	50-0100		27,516.40	27,316.40	9%	288,965 68	
27 25		-	Ecrosic Instruments	-	Ucito Inc.	71,600,00			33,=35,97	33,915.97	4816	27.09-1-07	1,000
		-	SCADA Harboure and Software Allowance	-	ifcico Toc	100 000 Do				0.00	0%	100,000.00	
24 27	9100	-		-	Describe.	24,950.00				0.00	006	21,930.00	
			Helwork Equipment Rack	-	Lierco Inc.	357,500 00			1,424.77	2,421.77	10.4	154 1075 21	171
	2419		Marge Council Comers & Variable Encaucies Oscere	-	Jelen fez.	19.706.60			2.484.00	0.60	0%	(9,200.00	- 6
	1120		On-Sinc Scatt-up Training	-			149 860 00	Jn.000.00	103,720 47	295,729.47	30%	677.654.53	14.761
	moo		Sit Underpound	M	CEC Electric	968,875,00 503,750.00	110 350 00	15,003.00	100.120.07	125,350.00	25%	271,400.00	6.36
	1000		See Understand	1	CEC Electric		1,600.00	13,009-00	1,971,63	2,671.63	127.41	328 37	133
			Lighting	241	CEC Electric	3,000.00		2,300,00	1,000,013	4,500,00	3126	1050.00	125
			Enthning:	- 11	CEC Elemen	\$ 550,00	2,000,00	2,300,09		13,925 00	100%	0.00	146
	000		Temp Parrer	-	CEC Fleetne	10.92170	10,523.00				9474	6,950,00	1.550
			Manhoter and Vandry	M	CEC Electric	117,950,00	111,000,00 5 ten 00			111,000 oh 5,500 ob	43%	1,160 69	273
			Simbeles and Vaulta		CDC fibrate	M. MON (90)	3,560,60			2,500,00		280.00	0
	313		Packing for Scoping	Ma.	Parking Lin Specialists, LLC	2100,000					014 014	90,004,00	0
	113		47" Field Fence with Double Swite Gote	MAR.	Des Mannes Strel Fence Cit, Inc.	56,964.60				0.00			0
36 32 3			2' T40 Commercial Geade Chain Link Feater	NLL	Des Moines Steel Fence Co; Inc	127,700,00		and the same		0.00	m.	121,700.00	- 9
37 32 3			Gate Motor and Safety Contraft	TAUL	Des Maines Steel Fener Co. Inc.	13,200,60				0,01	1027	15,200 00	- 0
38 32 4			Ballard Crivers	lv.	Williams Brothers Communiction	1,760.00				0.60	014	1,760.00	- 9
25 17 4			Bullard Covers	L	Williams Brothers Construction	1,510,00				0.00	.094	1,540,00	
60 32 9			Miss Decidium Tite	M	Alpha Landocages	1,350,00				nae	£1" is	1,350,00	
41 32 9			Steri Edging	14/1.	Alpho Lueilscape (	18.000,00				0.00	0%	11,000,00	. 0
42 32 9			Wend Ramer Fabric	MA	Alpha Laufersper	32,900,412				0.00	654	3 x60 00	
13 32 9			Ross Kerk	MA	Alphy Lauturapes	23,375,00				0.00	0%	23,375,691	0
	219		Lithan Seed Pup, Seeding and Pendisons	144,	Alpha Landanges	(7,873,90		- Carlotte		0,00	014	17,875,60	
5 33 9			Type 5 (Sep. Seeding and Femilialing	5.17L	Alpha Limbicopes	9,600,00				0.00	0%	9,600.00	
	219		Straw Malch	14/2.	Mjów Landszapes	32,470.00	3,250,00			3,259 00	1054	29,230.00	162
			on-Meintenance Huitting							0.90		0.00	- 0
ta 03. de	000	120   1	Kelmut	144.	Ambassador Steel Fabrications	24,750.60	53,040 06	9,649,01		39,730.00	100%	0.00	1,136
			ORITERY	M	Central lowe Ready Mix	44,027.85	47,799.75			42,798.75	97%	2.237.13	1179
0 81 0	nun i	170	Postings	I.	Williams Brothers Consequence	1,523.00	1.553.00			1,503-00	100%	0 001	16
		120	Walls	1	Williams Henthers Construence	44,248,50	44,545.5h			44,248.50	100%	6.00	1212
		120	titude Bearry	L	Williams Ormbers Construction	51,021.50	51,025.50			54,025 50	100%	0.00	2701
3 03 00	000	20.	500	E.	Williams Hunters Construction	99,625.50	\$6 (94 *)			\$6.054.23	95%	6331.27	Ches
4 01 0	300	20	Paetau Concour Toes	1.	Williams Brothers Construction	7,420,50		3 426.50		7,426.50	10004	0.00	721
5 05 4	inri i		toutural Precast Concrete	24	Mid-States Concrete Industries	21,873 (6)		21,745 02		21,143,02	WILL	1,107.90	1,662
6 93 4	ino 1		Brochas of Precons Consister	16.	Williams Prottico Conservation	8,000.00				9.00	0%	X,090.00	n
2 04 21	100	24 1	Alternay	134	Signature Matoury of Des Mon	18,000.00	24.000.00	24,750 00	1,750 00	57,000 ter	95%	5,000,00	2,850
8 04 12	1 900		taring	1	Servicine Manney of Dry More	117.400,00	25,401.00	15,100 On		58,500 00	Seri-	52,580,80	2.925
9 05 11	10B 3	20 5	movement Street Francisco Marc Mergis	133	Brezer Metal Codymer, Inc.	51.134.85			17,752 III	17,151.88	7:1%	17,385 97	1,887
0 05 112	1 000	20  5	inscored Seed Francing! Most Metals	I,	Williams Brothers Constructore	24.732.00	11,129 40			14,129.46	4314	13.402.40)	516,
1 106 10	100 1	20 1	loneli Carpenns	SWL	Williams Brothers Convergetors	15,175 00				(1.00)	00+	15,575,641	0.0

Nevada WWTF

1			CONT	PINUATION SHEET				Applicamen relo	14			July 31, 2022		
2					O CHANGE LAND			APPL DATE:	July 31, 2022		ENGINEER'S PROP	ECT NO.	0.00	
1/3	Spec		Hodd	Netals WWTF	1111	SECRETIONS.	MUNICIPAL SED	WORK FORD	PULTER	MATERIALS	TOTAL COMPL	3.0	BALASCE	REPARAME
4 5			200			SUBCONTRACTOR	VALUE	PREV APPL	THIS PERSON	STORED	8.ST07.EQ	Compten:	10 Fibratt	
		150ct	120	Weather Barriers	M	Williams Brothers Construction	2,345,00	1			0.00	47.	2,745,00	0
		1500	120	Weather Harmers	1	Williams Brothers Constructing	7,615.00				0.00	1756	3,015,00	a
165 (0	OR .	1117	120	Holling Metal Cores and Frames	M	Walsh Dom & Scening	9,300,00				0.01	0%	9,380,08	
186 0	15	1113	120	Hollow Mutel Doors and France	1.	Williams Brothers Construction	16.260,00				0.00	U! -	16,240.00	0.
167 6	18	116	120	Alaminum Deors and Franci	M	East Mulicie Glass	20,070,00				0.00	1006	29,070,00	
168 0	1	116	1.20	Aluminum Doors and Trames		Exit Muline Cities	10,415.00				11,000	0%	10,418.00	
169  11	a l	313	120	Alumnant-France Stocefronts	13.4	Flam Moline Glazz	4,334,60				0.00	0%	4,338,00	
170 0	# L	313	120	Aluminum-Francii Stocchants	L	East Nichter Citaria	1,500,00				0.00	17%	3,500.00	
71 0	8 7	102	129	Dear Hanlstone	9.6	Walsh Door & Security	43,391,00				0.90	914	43,394,00	0
172 0	g 1;	101	120	Doer Hardware	TL.	Williams Brothers Construction	Inclieded in Oport #				(100		0.00	
173 0	K 3	323	129	Overboal Undag Daws/Sectional Dates	MA	Mationserve of Penns	13,762.26				0.00	67%	43,782.26	
174 01	3 1	1000	120	Glazone	14	East Meiner Glass	2,121(0)				0.00	1955	2,523.00	
175 nr	t x	0000	120	Charme	11.	East Moline Glacy	1,9%.60				9,00	5%	1,945.00	6
176 0	4 3	116	120	Gyprum Doord Assemblies	λt	Haker Interior Systems	337,00				0.00	8%	537,011	. 0,
177 05	9 3	116	120	Gypnus Brent Assemblish	t.	Brice former Symens	456.00				fr 06	0%	946 00	- 0.
78 00	0 3	600	120	Tilling	M	June Carpet Onc	1,500,00			-	n nn	014	4,940,00	. 0
79 01	7 3	000	120	Tiling	11	Tims Carpet Onc	3 500 00				0,00	024	1,500,00	0
80 09	9 1	500	120	Ratifical Floring	M	Jieus Carpes Gor	1,300.00	in the second			0.00	1706	£,100.00	
181 16	0 6	5tm	126 -	Resident Floring	11.	James Copper Close	10,000				0.00	074	900,00	0
82 104	2 5	100	120	Acronical Cisling	-84	Daher lattered by more	3,463.30				1,00,1	7754	2,445.59	
83 09	9 3	1390	120	Armstical Calling	12.1	Buker Interior Systems	2,235 50			13	0.00	0%	2.215.50	0
64 109	9. 7	160	120	Wall Covernors	131	RP Courses	1,560,00				0.00	100-	1,5mm 503	(8)
85 09	9 7	200	120	Wall Cusconed	L.	RP Courses	00,004				.0.60	0%	640,00	0.0
86 m	2. 0	000	120	Prints and Contage	7.4/1	RP Coalmes	51, abn. cn				0.00	0%	21,000.00	0.6
87 09	0. 9	SON	170 J	Homigast Systems Flooring	647L	Concrete Specialities Malwest to	7,100 00				0.00	10'11	7,500.00	0.0
88 10	2. 1	100	129	Signare	3.1	Caracy and Company Ible	10,200 (01)				0.10	0%	10,000,00	0.0
09 (11)	6: P	100		Signage	t	Williams Brothers Construction	16,000.00				0.00	1154	16,300,00	6,0
100 110	1	113.4	128	Plaine Trilet Compariments	M	LEPCO List., bic	2.463.00				0.00	0%	2,463,58	9.0
91 10	12	101	120	Plastic Toiles Computences	1	Williams, Brothers Communication	1,700,00				6.00	67%	1,200,00	8.0
97 10	2	i on	120	Today and Bath Acceptances	3.5	Sper Yes, Dic., LLC	2 015 60				0.00	0%	2,013,00	ήe
93 10	21	003	120	Testes and Dash Accessories	1.	Williams Brethers Construction	2.520.00				0.00	ore.	2,320,400	0.0
94 10	1 44	nn -	ttu i	Fire Prosection Specialnes	M	Carney and Company for.	1,290 00			560 00	500.00	39%	790.00	23.0
95 10	1 10	100	120 1	Fire Printersian Specialities	t.	Williams Brothers Construction	759 00				eten	195	759,00	8.5
96 10	5 3	13	120 1	Metal Locker	M	Legioning Lockers	2 355 00				0.00	014	2,355,00	0.8
97 10	51	11	120	Metal Leckers	11	Williams Brothert Communicates	1,613,60				0.00	0%	1,045.001	0.0
95 11	. 52	53	120	Laboranis Fundana	354	Inscription Laboratory Systems	18,390,001				0.00	0%	38,369.00	90
99 11	193	53	20 /	Laborators: Furniture	1,	Innovative Laboratory Systems	1,600,00				6.00	1954	5,600.00	0.0
00 13	124	100	120	Window Shadra	3.01.	Promiss Edge	2,144.00				0.00	m4	2.744.60	0.9
01 13	134	19	20	Metal Bigliding System	TM.	Natur Bailding Systems	144,597.00			144.597.00	141.597.00	100%	6.00	7,239.5
02 13	24	19		Slimple Saver Insulation System	54	L.A. I. Inculation	19,550.00				0,00	104	19.510.001	117)
03:15			30 1	Metal Building System	t.	SEM Connecting	167,000:00	13,500.00	E		12,100.00	540	125,000,00	2,400.0
04 21	03	00	20	бил Борргосия	MA.	Samural Companies	43,628.00				0.60	994	43.628 00	0.0
05 22				Davic Mechanical Regulations (1)		MI O'Connor Medianical	\$,250.00	1.230.00			5,250,00	6456	3,000,00	262.5
06 22				twic Mechanical Regulernous	1.	MITTConey Mechanical	16:130.00	s for 00		124	6,500.00	46%	9,690.00	125.0
22				Linear and Supports	M	Att O'Commit Merhanical	1,940,00			1,200.00	1,200,00	24%	1,740,00	600
H 127				funger and Supports	1.	M3 O'Connor Mechanics!	2,760.80				0,00	015	2,360,00 3,625,00	90
00 22				D for Plumbury Pipe Equipment	pr.	MI O'Cunnot Mechanical	3,625.00				0,00	074		
0 27				D for Plumbar Pipe Equipment	1,	MI O'Compr Mychanical	3,840,00				0.007		2,810.00	0.0
	107			Humbing Piping Inustation		MT CCCmmor Alectranses	3,730.00				0.00	Oh.	3,710,00	0.0
	167			Sandage Piping Sentimine		MI O'Come Methodical	4.2%0 (0)				9.00	072	4,204/00	
13 22				Sendone Pipung	M	MI O'Commit Mechanical	12,700,(81)	4.000.00		in pent on	11,000,00	42361	5,200.00	450.0
14 27	110	05 1	20   1	Tumbing Piging	(1)	MI O'Cineur Mechanical	17,180,00	2,250.00	·	- 1	7,250.00	42361	9,830.00	367,

11			CON	TINUATION SHEET				The state of the s	14		PER TO:	July 31, 2022		
2								APPL DATE	July 31, 2022		ENGINEERS PRO		0.00	A STATE OF THE PARTY OF THE PAR
3	Spec		Hank	Novada WWT)		\$1 (PPL) EV	SCHEDELLED.		All the second sections of the second	MATERIALS	TOTAL COMPL		HALANCE	HI.TADAGE
	Sec.		NU			SUBFOMERACION	CALUE	PREVAPPL	THIS PLYTON	STOREG	A STORED	Conglesc	TUTHKISH	
215	22	1006	126	Phonbing Piping Speciality	51	MI Cit posser Mechanical	13,640 (9)			3,000.00	11,600.00	k0%	3,680,80	550,0
		1005	120	Phorhory Piping Specialnes	11.	MJ O'Connur Mexhonical	6,125,00				5,500 00	9frs.	625 tir	275.6
217	22	1000	120	Physiking Exposurent	34	StJ O'Connor Mechanical	29,000.00				0.00	.0%	(9,000 00	
210	20	3000	110	Plending Egypnod	1.	AU O'Connur Mechanical	3,770.00				0.00	tru.	3,7NH (K)	0.0
210	22	3000	120	Pleading Fixtures	54	[MI O'Connot Meethanical	7,965,50				0.00	0%	7,945.00	
220	22	3000	120	Phinbing Frances	1.	MI O'Conney Mychianyd	5.sint0.rsn				6.00	0%	1,000,00	0.0
221	23	0397	120	TAB for HVAC	14.	MJ Of commit-lectorical	5,245,00				0,00	014	5,245 (%)	0.0
222	23	0711	120	Thurs Republishes	1.1	All CCustor Mechanical	470,00				8.00	004	470.00	0.0
223	25	9713	170	Duct Insulation	14.	MI O'Connor bleezunical	1,010,00				8.00	0%	1,050.00	9.5
224	27	nung.	120	Sequence of Operation for HVAC	1 NB	537 O'Conner Mechanical	Tager ng				0.00	70%	1,956.00	7,0
225	27	0993	120	Sequence of Operation for HVAC	II.	31) O'Conner Mechanical	1,630,00				0.00	074	1,630.00	0.0
226	27	(22)	170	Facility Material Gas Pigeng	1At	MSI CEl'ennet Mechanicsi	5.175.169				0.00	tos:	5,575.00	0.0
227	25	1223	120	Facility Natural Ger Pipest	Dt.	MJ O'Connet Mechanical	13.500.00				0.00	00%	17,500,60	0.0
228	23 3	1900	120	Refrigerant Paper.	7At	MI CPC pamer Mechanical	3.360.III)				0.00	884	5,360.00	0.0
229	23	2300	120	Refrectment Palways	. t.	htt (/Commit Mechanical	4,650,60				6.00	17%	1,030,00	9.0
230	23	1100	120	HVAC Discressed Courses	14	343 CYCowner Mechanical	14,665,00			2,329.00	2,425.00	(Ca)	12 340 00	116.2
231	23	1100	120	HVAC Ducts and Casings	I.	243 O'Connor Medianical	19,900 40	47.8 FO UM	100		9,540.00	5465	6,360 00	477.8
232	23	dati	150	Air Duet Aggressines	:31	31) O'Cenno Mechanical	1,925.00				0.00	954	1,975.00	0.0
233	25	1300	120	Air Diga Agressiones	il.	Att (YConnoc Mechanical	1,7,1000				0.00	0%	1 35 50 601	0.0
234	23 3	1421	120	HVAC Forer VestSauers	124	3812 O'Conner Mechanical	15,370.00				0.00	01.	16,380.00	0.0
235	23	1423	120	HVAC Power Vemilian	11.	All O'Conner Mechanical	2743,60				0.00	2057	3,745.00	0.0
236	25 3	410	139	HVL5 Pengullet Fass	(61	(81) O'Connec Mechanical	14,500 (0				0.00	016	16,100.60	0.0
237	21 3	439	120	HVLS Propeller Fam	11.	Jack O'Connor Alcehanical	Accorde	THE PERSON			6.00	006	3.046.00	9.00
238	23 13	201	120	Air Outlets and Inlets	28.2	1841 O'Conner Medianical	8,839,00			7,916,73	1,916.73	6774	1,035.25	195 #
239	23 13	200		Air Outlets and Initit	1	SEF CPConnor Mechanical	2,095,09			The state of the s	0.00	0%	2,095,00	6.00
240		one	120	Families	3-1	1561 CrCemmu Mechanical	10(725.00)			7,5 to 80	7,046.06	66%	3,679 00	157.30
241		400	130	Famers	li.	359 O'Conson Mechanical	12.400.00	750.00			750,00	0.54	(1,850.60	37.5
242	23   5	532	120	Fred Fired Heners	M	543 CConnue Machanizal	2.7 greet tel	termina in the			0.00	tits i	25,400,60	0.0
143		553	120	Find Fined Figures	I.	SAI O'Connor Mechanical	7,140.00				0,09	654	7,140.00	0.00
26/15	22 6	213 i	120	Packaged Air Conted Confessors	3.1	5tl O'Course Mechanical	74,515.00			6244 00	0.284-00-	1876	28,271 00	314,30
245	22 6	212	120	Packaged Air Conted Condineres	10	51) O'Conner Mediument	945.00	250,00			230.00	2014	695,00	12.50
246	73   0	101	120	Terminal Host Transfer Units	161	felt OX woner 6 leghanical	35,6500,000				6.00	015	5.680.60	0.00
247	22 8	101	120	Lemmal Heat Transfer Units	1.	3-17 O'Cumer Mechanical	340.00				0.00	014	259,69	11,00
rith.	73 8	137	120	Split Systems AC Units	1.5	MJ O'Conner Mechanical	34,315,00				0.002	00%	74.515.00	0.00
249	25 1	127	120	Split Systems AE Chits:	1	NJ O'Connor Distributed	943.60				0.00	474	943,00	0.00
750	21. 0	non ]	120	Gent	At	CPC Electric	149,250 00	D.560 60		47,664.76	(8.501.26)	1294	138,68m 74	5,02%,00
251	26 10	000	120	Gear	1.	CLC Clients	24,725.00				0.00	0%	24,325,00	6),fx
		CHOICE	170	Lighting	4.1	CEC Destrie	29,200,00			23569.17	23,651.17	11195	5,540.23	LIES 50
253	26 :0	690	130	Ledaing	1.	CEC Deems	1 9,760,00			PR. 25.00	0.04	674	9,760,60	0.00
254		con	120	Lighting Costrols (Liperial	84	CEC Pleanu	9,008,00			3,037.43	3,637.45	Ame	3,362,57	181.83
255	26 0		170	Generative ATS	1.1	CEC Elcorie	578,856 (0)				0.00	9%	53 v £50 kib	Oute
	26 0			Central MATS	t.	CEC Cleans	5.300,00			La company and the	0.00	trt-1	3,360.60	9.00
		000	130	Meiric Plans	54	TEEC Unerne	11,900,00		I - UI - MIT - THE		0.00	020	11,700,60	0.66
		100		Melitic Phass	11	CEC Eleator	1,100393				0.00	203	1,100.00	0.00
	76 0	nnn I	120	Cetals; Nos	7/4	CBC Ellectric	210,000,00				0.60	651	210,600 00	0.00
	26 0			Cable Dea	1.	CCC Electric	3,150.00				17 200 1	175	3,15n nn	9.00
	26 0			Cremating		CEC Floring	33,100,00	25 300 90			25,600,000	37%	7,500.00	1,290.00
		don		Pire Alam		CEC Electric	10,29100				0.00	675	10,250.00	0.00
	M. 18			Lighting Poststian	4	CEC Electric	6.7 st./r0				O.M.	064	8,865,00	0.00
		000		Admin Area	24	C'ICC Electes	NO 125.50	1,600,60	3 000 th		9,049,00	1114	71,425.00	150 tm
	26 0			Ariman Arca	· t	CEC Strateia	#4,275.00	2,000,00	5 000 00		7,000,007	10%	77,275 00	350.00
54	76 11	000	130	Access Control/Vidor Touvellance	248	Strains Security Solutions	6,722,463			1	0.00	076	6,725 4n	0.00

Nevada WW1F Page 6

2			CONT	TRUATION SHEET				Application No.	14 2619 33, 37(22	VI	PER TO: UNGINEEKS PRO	July 31, 2022 JECT NO	0.00	×
3 Spc		-	Dinid	Neverla WWTI		51,099,000.	SCHEDULED	WORK COVER	CfEB	MATERIALS	TOTAL COMPL.	3-	BALARCE	HFTAINAGE.
4 Sec	A11		NO.	2000		SOBCONDIACION	VALUE	PROVIPE	THIS PERSON	\$100.0	6: SYORED	Complem	TO FINISH -	Day Park
267 31				Exception	54	Con-Struct, Inc.	10,000,00		Tapitad. A guidan	and the second second	10,000.00	100%	0,00	500 6
268 31			****	Facutation	L	Con-Street, Inc.	3,000.00	5,000.00			5,000.00	100%	0,00	250 0
				Bullding							0.00		0.00	0.5
270 (0)				Erlas	147.	Amhassaler Steel Fabrinations	61,420.00	49,436,00		6,182.00	55,63X 00	99%	4,142.00	2,781 5
271 03		Philips In		Centrett	14	Central long Reads Mix	63,656.38	38,943.43			5A/W5.45	2005	6,710,93	2,547.1
272 01	-	411600	210	Wells	10	Williams Geothers Countriestion	279,297.00	279,297,98			179,197.60	100%	0.00	13,964 N
273 01		10100	216	Grade Beams	1	Williams Diothus Construction	23,473,50			l	0.00	025	33,473.50	0.0
274 03	-		210	Hwe Mah	- 1	Williams Brothers Countries	24,229.05	24.229.00			24,229,00	100%	0.00	12113
275 01	4000	000		50G		Williams Drosbers Construction	79.801.30				0.00	005	19,801.30	0.0
278 03		000		Concerts Bearin & Deris	- 1	William Roothes Construction	54,226,00	\$4,276 (8)			34,226,00	100%	0,00	2,311.3
277 61		900		Committee		Williams Bearbers Construction	21,999,50	10.994.25	me and		10,994,23	3006	10,994.25	519.7
278 03				Structural Propert Controls	24	Mid-States Coveres Industries	24 995 60	The second secon	THE STREET		0.00	0%	24,999,00	in the
270 03				Simulated Present Controls	100	Williams Repthers Construction	1.000.00				0.00	9%	00:000.3	0.0
	+	10100			м	Signature Massury of this Min-	67.000 pm			30,306.94	30,866,91	12%	11 193.06	2.540.3
	207			Year milk	- 5	Signature Manuary of Dec Morf	100,000.00			100000	9.00	015	100,000,001	.00
281 00				Mariney	14	therms Metal Croftsmen. Inc.	52,145,51		100000	14,700,83	(8,700.83	36%	33.442.68	935.0
282 05	-			Metal Falmontions		Williams Brothers Construction,	24,723,00	7,015.60			7,419,60	30%	17,312.40	170 9
283 01	501			Metal Fabrications	hd.	Breuer Metal Cenformen, Inc	4.301.25	7,70,30			u.00	trac	4,301,25	0.0
284 05				Aferal Sours	- M	Ziremer and Francuscon	4,042,30	4,842,56			4,042,50	100%	0.00	202.1
MS IN	500			Parshall Flores Lions		Williams Brothers Construction	11,00G OD	11,000.00	-		11,000,00	100%	0.00	359,0
755 INC.	600	1		Parshall Flume Linter			3,756,00	11,000,09			0.00	10%	2,754.00	6.0
67 07	515			Metal Staics	11.	Williams Brothers Continuation		111		100	0.00	10%	4.010.00	0.0
188 03	250			Weather Barrier	15.2	Williams Hothers Continentus	4,010.00				6.00	676	2,432.00	0.0
289 117	250			Weather flarrics	- It	Williams Brothers Construction	2,432,09				0.00	014	15 500,00	9.0
290 (13	MI			Theminglassic Mentimus Roofing		Control States Reefing	15,900,00				0.00	1041	17,000,00	6.0
291 07	540			Thermoplastic Alembrane Handing	- 1	Central States Roofing	17,000,00				2.00	9%	2,600.00	0.0
292 07	ACK			Over Mond Flashing and Trim	3.1	Connel States Roofing	2 600 00				0.00	tris	3,500,60	0.0
93 07	620			Sherr Ment Flashing and Triin		Central States Reoling	5,890 (9)				0.00	Uts	7,360 00	0.0
TO NE	774			Conf Heads	M	Control States Renting	2,200,00				0.00	9th (	1,300.00	0.0
195 07	720			Roof Hatch	11.	Ceanal States Reoling	1,300.00			1 22000	2,472,00	10055.1	1,00,00	191.6
385 07	720			Finar Access Cher	M	Nysten	3,872,68			3,872,00	0,00	10027		0,0
97 01	725			Their Access Diver	I,	Williams Bentlers Communical	3,800,00			-	0.66	054	10,006.00	0.0
10 18	111			Aliensimone Diones and Frances	M	Enst Maline Glass	10,896,00	1 - 1 - 1 - 1	1		0,00	0%	4,360.00	0.0
99 Ot	111			Aluminium Doors and France	- L	East Metine Glass	4,350,00		_	station and the	0,00		435,00	0.0
100 na	100			Cilazing	84	East Motion Glass	493.00				0,00	015	300.00	0.0
	100			GIATINE	I.	East Moline Glass	100.00						25,000 00	
	900			Pairth and Contines	159	RP Contines	23,000.00		-		0,00	054		0.00
03 13	344	19 3		Metal Building System	M	Nucee Building Systems	13,547,00	Company of the last		13,547 on	13,517.00	100%	0.00	677.3
04 22				influent & Effluent Wallpipes	84	Palm Brothers	30,500.00	20,500.00			20,100,66	100%	0.00	1,025 00
05 12			210 (1	laftuent & Effluent Wallpiper	1.	Tobin Brothers	7,700.50	7,100,60			7,70(1.05	17073	0.00	385,00
06-22			210 0	Gett System Piping	list.	Table Builting	19,100.00	317.00			317.00	2%	18,583,00	15.8
07 13		- 3	110	Grit System Piping	1	Tobin Brackers	71,000.70				0.00	ats.	31,000.00	0.00
06 22	850	00 2	216	Rasie Mechanical Requirements	N:	MF O'Camon's Merhanical	4,123,69	500.00			209.00	12%	3,625,00	25,0
09 17	0.50	00	10 1	Base Methanical Requirements	- 1	3.33 O'Conney Alechanical	E.035.69	1,000.00			1,000.00	37%	5,075,00	150 0
			10	Hanger and Supports	M	5.63 CIV/venue hterhanical	3,260,00			00,000	600.00	21%	2,000,00	40.00
	117.			langer and Supports	1.	SEF CVConnet Mechanical	1,500,00				0.00	651	2,500,60	0.0
12 27	015	53 3	10.	D for Phimbing Pspe/Equipocal	M.	M2 Cit onner Mechanical	1,625,90				n nn	ms	1,425.00	5.0
13 22	0,53	51 7	110 1	To for Plumbing PopelLiquipment	L	ATFOY onney Muslimitud	1,810.08				0.00	614	03.018.1	0.0
14 (32	071	19 2	110 1	Monthing Pipeng Insulation	M	All O'Connec Mechanical	1,155,00				16 1907 ]	054	1.155.00	0.00
15 22	871	14   2	110 .1	Floorborg Piping Insolution	- 6	341 CC noner Mechanical	2,075.00				0.00	0%	2,075.00	0.0
16 27				Sumbing Poping	M	SU O'Cennor Stechneigul	1,170,00			£177.50	1,377.56	3.1876	(207,50)	68.87
17 22	100	03 3	10 11	Sumbing Pigung		311 O'Cimitur Mechanical	4,450,05	1,000,00			1,000.00	12%	3,480,00	30.00
18 22	100	N	10. 1	Shortling Piping Specialties	15.1	NU O'Corpus Mechanical	13.860.00			5.743.52	3,743.52	4176	8,116.40	287.15

			CON	TRAINTION SHEET				Application No.	ja:		PER TO: ENGINEER'S PRO	July 51, 2022	0.00	
2					-	SUPPLIEN	SCHEDITE	APPL DATE:	July 31, 2022	MATERIALS	TOTAL COMPL	9EL,1 963	The second second second	THE TANKET
7	Spec		Bulld	Nevals WWTF		The state of the s	- VALUE CONTROL		White Street Control of the Control	STORED	& STORED	Francisco 13	10 FBasit	and the same of
	Sec.		NU.			SUBCONTEACTOR	VALUE	PREV APPL	THE LEWION	STOSED	A SHOWED	Camplete	3 295 FG	- 1
319		100%		Photohire Neurg Specialties	11	MJ (TCumor Mechanical	3,293,00				0.00	0%	3,925,00	
320 321		0713	210		11.	MI O'Comm Merkomeal	),933,00 1,375.00				0.00		1,372,00	
				Duce Insulation	- AI	MJ O'Connor Mechanical	2,560,00				0.00	025	2.300.00	
		11713	110	Diet fetulation	131		1,450,00				0.00	874	1,950 00	. 0
324 324		11003		Sequence of Operation for HYAC	-	All O'Conner Mechanical MJ O'Conner Mechanical	Lu30.00			_	0.00	806	1,600,60	0.
		0993		Sequence of Operation for HVAC	15/1	Att O'Course Mechanical	3,715 80				2.00	624	3,715.00	0
325		1221	210	Facility National Gree Piping	- 120	(Al) O'Conner Mechanical	7,705.00	-			0.00	0%	7,703.00	0
327		1223	210	Earlity Natural Gas Piping	Tax.	MJ O'Connoc Mechanical	2,650,00				0.00	0%	2,650.00	0
128		1300 1300	210	Refrigerant Figure	- IAI	IXU C/Commor Mechanical	2,015.00				0.00	016	2,015.00	- 6
			210	Refrigerant Piping	St.	IMI O'Conner Mechanical	11,723.00				00.00	025	11,735.00	0
329				RVAC Ducts and Casino	124						0.00	0%	12,739.00	- 6
330				HVAC Duth and Casings	- 1	Att OX anner Mechanical	12,330,00	-		100	0.00	076	2,780,00	0
331		1366	210		M	MI O'Ceesses Mechanical	2780.00			-	0.00	975	2,673,00	0
332		300		Air Dust Accessuses	II.	MLO'Comor Medianical	2,675.00				0.00	0%	7,425.00	0
133				HVAr, Power Ventilators	M	MI O'Commit Mechanical	7,125.08							0
	21 1			HVAC Power Ventilators	1.	AU O'Comer Mezhaneul	3,430 mi				es tocs	076	1,456,00	163
35		700		Air Chiffiett and Jalets	м	MJ O'Commo Mechanical	4,690.00			3,263.75	3,263.25	2016		6
36				Air Outless and Intets	1.	MFCPCounter Mechanical	2.200.00				0.00	916	2,200.00	
37				Packaged Air Conled Condensor	М	MJ O'Conner Mechanical	7,670,00				0.00	(414)	7,670.03	0
				Parkeged Air Cnoted Condensers	1.	MJ O'Conner Mechanical	2,160,08				0.06	tets.	5,100.nm	
39				Packaged MARY	163	MJ C/Comm Mechanical	31,010.00			25,784.00	23,784,60	77%	7,226 00	1,109
40	22 7	433		Packagod MATEL	14_	345 CYC region Mechanical	1,790,00	\$10.00		- Interestinate	850,00	30%	850.00	12
41	23 1	101		Terminal Heat Transfer Units	M	MI O'Connor Mechanical	22,750 00			12.911.00	13.944.00	61%	E.bne ng	187
12				Terminal Beat Transfer Units	1	Mt O'Connec Merhanical	1,010.00	529.00			925,00	52%	485 00	26.
43	3 1	127	210	Spin System AC Units	M	MJ O'Conner Mechanical	7,620.00				0.00	075	7,670.09	- 0,
		127	210	Split Systems AC Units	1	51) O'Congres Mechanical	310.00				0.06	00.	210.00	0.
	2 0	533	210	Process Valves	N	Millor & Associates	7,679.31		CONTROL S	2,019,06	2,919,08	78%	KID Se	140
46 :	Si H	nod	2)0	Heistweika Atea	494	CEC Plottie	35,030,00				(i-Di)	(95%	18.050.50	0
		nen	210	algadysicks Acce	11	CEC Electric	fr. 475 (ks				0.90	8%	64.475 Att	. 0
43	6 0	000	210	luctains	21	CYC fleshic	42,450,60			29,211,12	27(25) 15	6925	13,318.57	Lint
49 1	4 0	Drin	210	Lightine	1.5	CEC Electric	7.795.00			2011-	0.00	0%	3,793,60	0.
50 3	4 0	000	210	Lighting Protection		CEC Eleanie	5,9(4) (0)				9.00	074	3,960,04	01
51 3	1 10	COLE	2111	Exception	2.1	Con-Struct, Inc.	6,000.00	5,000.00			3,000,60	30%	3,000.00	650.6
52 3	1 1	000	210	Exampling	1.	Con-Struct. Inc.	45,000,00	20,000.00			20,050.00	67%	15,060,50	1,50%
53 1	3 2	116.	210	Aluminum Swellage Palmean Alteral Shrip Gaics	7.4	RW Clote Co	\$2,565.00			17,565.00	17,3-55 00	100%	0.00	1,575
54 3	5 2	116.	210	Aluminum Step Luca-Falmented Minal State Claret	1	Williams Brockers Concurration	75,590,00	36,875,00			15,175 00	75%	19.625.09	2943
55 4	3 3	13 4	110	Self-Primum; Consultagal Soluts-Handling Pump	7.5	D.I. Groupet & Assirtiates, Inc.	11(160:00)				0.00	015	18,560,00	0 (
56 1	1 2	12.0	210	Self-Priming Countings! Solids-Handling Pump	1	Tobia Brothers	1,900 an				(1.00)	fri4	2 000 00	0.0
57 1	6 2	51 1	210 1	Stultiple Bake Hie Screen	1-1	Volcan Indocuses for:	155,860,00			185,260.00	(\$5,560,60)	10099	0.00	1,215.6
50	6 2	31 3	110	Multiple Rake for Screen	10.	Williams Brothers Construction	(3.500,00	191,8187,640 ?			111,5000.00	2708	2 700 00	540.6
0 4	1 12	55	110	Screenings Washertf omposition	5.5	Vision industries les	50,000 00	- Copillano		59,000,00	Stamm	1987 -	0.00	2,500.0
0 +	6  2	52 2		Screenings Washes/Compagner	£.	Williams Benthers Comprehel	13, 100, 00	10,500.00			16,100.06	10%	2,700.00	540,0
1 1				Capit Washes	M	Volcan Indestries Inc.	192,627.00			102,477.00	102,677.00	100%	n 00 f	1,173,1
2 4				Grit Washer	L	Williams Drothers Construction	7,250.00				0.00	074	7.250.00	0.6
3 4				Hir Removal Equipment	24	IOsina I/SA, LLC	64,277,001			64,373,05	64,272,80	100%	0.00	1213.6
4 4				Seit Kerneral Equipment	L.	Williams Brothers Construction	7,250 00				0.00	one f	7,250,00	0.0
6 4				Composite Sampliers	245	GPM (	7,136.93			7,126,93	7,126,93	1000	0.00	356.3
		idetic				1				1000000	0.00		0.00	0.0
7	1	1		Oxidation Disches	1					and the second	0.00	- 15	0.00	0.0
8 0	100	00: 3	20 1		SEL	Audinestados Stort Palmications	652 235.0%	350010004	35,976.85	34,830,18	440,957,47	7116	161,277,53	23.007 E
9 6	Ino			ancore	14	Central lows Beats Mrs	321,200 36	260.502 89	78,009.08		330,332.89	6756	100,747,47	96,526 A
o la			20	Walls	14	Williams Brothers Communica	2.108.758.40	1.067,029 18	238,563,44		1,305,592.62	67754	363,165.89	65,279,6

Nevada WWTF

	1		COM	TINUATION SHEET					14		PER TO	July 11, 2022		
2				191101110000 PG=01=2C				APPL DATE	July 3 1, 2022		ENGINETRS PRO	Particular Services	9 90	-
3 Spc	ce	- 1	Doubl	Nesoda WWTF	10	AUTHATIS.	SCHEDULED	WORK-COMP	I TELL	MATERIALS	TOTAL COMPS.	- 34	BALANCE	RETARAGE
4 3er			NO.			SUBCUNTRACTOR	VALUE	PRIN APPL	THIS PERIOD	STORED	A STURED	L'emplets	TOTISBU	
371 03		000	120	Hang Slab	11.	Williams Breshers Constructor	or 493,450,00	250 142.72	57,449.28		302,392.08	75%	100,161,00	
372 83	EN	000	370	Conquete Bearing	1.	Williams Beeders Comments					0.00	1172	141,626,60	
273 03	CC	090	320	Suspended State	L	Williams Brothers Constructor		21,686,33		-10-50	23,489.33	1754	115,659,67	
374 63	in	L epite	320	House reging Pade	1,	Williams Dreitzes Communicus	2,236,00				0.00	0%	1,750,00	
375	L			Oxidation Splitter							0.00		0.00	
376 63	00	100	120	Rahar	16400	Amhavaskie Steel Cabriconom					15,345.00	10000	0.00	
377 [03	60	100	326	Conscelle	3.4	Control lowe Rearly Mrx	9,110.03	9.110.05			4,110.05	100%	10.00	
378 01	on	non	120	Walls	t.	William Bushess Community					60,913.56	100%	ti.nn	
379 03	00	900	120	Base Stah	71.	Williams Brothers Committee					6,072,00	10034	0.00	
300 03	(10)	00	3200	Circumng		William Brother Commercia	9 371.00	121,00		11112	371,00	100%	0.00	
381 01	33	00	2201	Structural Percest Concrete		Mid-States Concrete Industries					00.0	970	H9,547,00	
M2 W	11.3	m	120	Structural Process Consider	I.	Willeam Brothers Countries	e 45,849.00				0.00	476	1, 110,00	
183 105	54	00	326	Metal Fabrications	id.	Breser Most Craftsmes, he	149,500,53			3,224.77	5.471	.776	Intc576.03	.16
184 03	150	lod	120	Metal Palatcations	L.	Williams Hooders Construction	d 41,4sil.00	7 373 76			2.323.20	514	42.136.58	- 10
385 65	31	00	520	Metal Stairs	33	Throngy Menal Craftsment, Inc.	36,231±5	2,192.91			2,192,91	62.5	34,040,74	
186 07	54	00	39m	Monet Stairs	i.L	-Williams Birmhers Construction				-	0.00	915	26,043,00	
187 04	90	00 3	320	Paints and Commercia	(6)45	BP Castings	3,600.00			and the same	6.60	905	3,668.00	
588 27			320	Coderdah Drains	M	Total Profess	18,400 00	16,227.20			16,237.26	3051	1,772.60	
989 122	T	13	120	Modernati Oraine	fac.	Tobin Bruthers	21,000 00	£9,500 00			19.5e0.50	9314	1.500.00	971
MM2:22			120	Flore Splitter Dox	M	Tulin Bushon	14,000.00	11,660 BB			11,000(0)	100%	0.00	1.79
25 16	Т	- 2	320	Flow SplitterHery	1.	Tehia Drinhors	21,040,00	21 000 001			21 (50 10	100%	0.60	1,65
167 27				On Ditch Efflount	M	Tehn Rothers	32,000.00			10,521 00	15,525.00	5856	15,422,000	476
93 22		1	120	Ox Ditch Ettinger	IL.	Table Drotters	11,009.00				5.00	650	11,090,00	
94 22	63.	21 3	328	Process Valves	61	McGer J. Associates	190,866-58			10,561.31	10.5esta 53	10004	0,00	140
95 16	000	00 3	120	Osudanou Ditabes Asca	161	CEC Electric	41,925.09	\$00.00	500 00		1,000.00	2%	43,925.00	38
96 26	000	00 3	110	Oxidation Disthes Aren		CEC Decric	92,750.00	5,000.00	100 00		3,500.00	G/a	#6,690,00	275
97 26	000	00 3	120	Lichner	182	CEC Flores	71,750 (9)			2.771.51	2.773 81	12%	IR-47A.19	134
98 24	1000	00 3	120	Lighting	10	CLC filectic	4,160,00				0.00	67%	1,500 001	
99 26	OOK	00 3	26	Lighting Protection	-	CEC Elezano	16,623,00				6.00	(174	16,623,00	- 6
00 31	100	00 )	20	Escavation	61	Cen-Struct, Inc	60,030,00	15,000,00			25,600 80	387.	25,500,601	1,750
01 31	100	20   1	201	Evenyasine	ş.	Cen Struct. Inc.	156,000.001	an concept			100 6197 (01)	55%	70,000,00	4,610
02 10	536	52 3	20	Ottodatum Ditch System Equipment	8.6	Onne USA, LLC	1,351,637,60				0.00	975	2,355,637.60	
05 46	536	52 3	26	Cleridation Cirich System Equipment	l.	Williams Brothers Commission	\$64,569.00				0.00	604	194 300.00	- 0
04 4E	412	23 3	20	Submersible Mixing Equipment	M	Ovino USA, LLC	inclint above	7.00			0.00	rent weeks	0.00	
05 46	412	23 2	20	Submersible Mining Equipment	i.	Williams Brothers Construction	32 (80.00				0,00	956	15,966.00	
06 350	Sec	cond	ary T	realment Building							0.00		0.00	0
07 63	000	10 3	50	Rebus	ARL	Ambasisalist Steel Tubercations	31.430.00	47,538,50		1,000.00	46,336.50	95%(	2,511.50	2.407
08 (1)	unic	ois.	50 (	Concrete	M	Central lower Ready Alts.	14,650,44	34,650.44			34,650.44	100%	8.00	1,732
20 00	000	0 3	30	Watts	I.	Williams Brothers Communica	105,499.000	100,000,000			105, 199,00	100%	0.00	3,274
10 01	(1111)	13 . 1	561	Date Slab	11-	Williams Brothers Construction	22.811.00	22,811.00			22,811,00	100%	0.00	1,140
11 07	0110	0 3	50	Sangended Shib	L	Williams Bridgers Construction	35,730,35	39,730.35			58,730.25	100%	8.90	2,936
2 02 1	000	0 3	30	Calumns	il.	Williams Sinthers Construction	5,247.00	5.247.00			5,247.00	100%	0,00	262
13 03	410	0.13	50 13	Streetural Process Concepto	N.	Mid-Souses Concern Industries	15,454.00				0.00	0%	11,484.00	
4 63 7	410	0 3	30 13	Sanatpural Process Concrete	11.	Williams Brithers Construction	3,000,00			- Dimension	0.00	0%	E.660.00	0
6 04	200	0 3	50	Maspusy	M	Signature Minnary of Des Alon	56,770 00		-	14,192.56	14,192,56	23.7	12,572.50	209
6 01	200	0 3	30 . 5	Attributy.		Signature Massage of Des Mos	102,000,001				0.00	914	102,000,00	, n
7 05	inp	0 3	50 1	Heral Tabrications	M	thones Metal Cephonen, Inc.	11,765.50			3,981 17	5,981.17	35%	7,412.69	199
8 05	500	0 1	50 1	Metal Palvications	(6)	Williams Bunkers Construction	1,316,60	494.60			494,60	1077	4,451.40	
	510	9 3	50 3	Victal Spains	3.8	Beater Metal Configures, Inc.	(2,493,62)				0.00	10%	12,943.62	0
	5100	0 3	50 15	Hesul Stairs	L	Williamy Brickers Construction	4,763,00	- 11			0.00	606	9,765,00	a a
21 07 1	171			Semmone Panel Water Proofing	No.	Williams Dentices Consumed	2.56X.001				00,00	(Mr.	7,355.00	0,0
2 02 11	176	1 1		Seninning Famil Water Prouting	1	Williams Banthers Construction	6,525 (10				0.00	CSA!	6,525.00	

21	2	CON	DINUATION SHEET				Application No.	14 July 31, 2022		FUR. TO: ENGINEER'S PRO	July 31, 2022	n po	e i
1 Spec	-	10. 11	Neverta WWY		SLPPLIER	STUDENCED		- Children	MATERIALS	TOTAL COMPL	10 3	BALANCY	RETADONGE
100		thodd	Nevalla WW11		A Committee of the Comm	YALUE	PREV-APPL	THIS FUNKED	STORED	A STORED	Complex	\$615 miles	Peter Services
J Sec	erite.	NO.	The state of the s		Williams Bandott Commissione	2,877.00		1185715030	3100	0.00	(94)	2,877,00	0.0
			Weather Darrier		Williams Brothers Conscionation	1.757.00		-		0.00	875	1,819,00	
	51)0		Weather Barrier	N.	Count States Hawling	£ 70x 00				0.00	cost	1,700.00	
	000		Thermonianic Uninform Review		Conval Scres Haufing	~ 500 DH				8.00	664	6,500,00	
	000		Theunopizatis Membrane Reefing	NI NI	Central Starra Hopfing	1,200.00			-	0.00	0%	1,200,00	
			Sheer Metal Plasting and Term		Central States Handone	2.3(2.0)				0.96	856	3,500,00	
		150	Sherr Metal Flinting and Train		East Moline Cities	12,667,01				8.00	954	12,000,00	
	116		Alumnum Dress mi Frames		East Moline Glass	2.532.00	10.5			11.00	1704	7,552.00	
		330	Aluminum Doors and France	NI.	East Making Glass	993.00				0.00	604	221 00	0.00
	tti		Aluminum-Framed Stracfrants	N.		1,201.06		-		0.00	(114)	1,201.00	
	113	350	Aluminum France Storefrance	- 1	Fest Moline Glass	E22 e0	802.00			10.501	100%	7.90	54.66
	113	350	Fleer Husebes	N1	Halliday Products	460 MI	100 00			100 DD	100%	0.00	
		150	Flore Hatches		Williams Brothers Construction	522.00	-6000			0.00	004	522 00	
		350	Glagmii	M	East Minline Ottes					0.00	10%	330,60	
	100	350	Liketing	kt.	Fast Maline Caluta	330,60				0.00	0**	517.00	
437 05 21		350	Gypane Board Assemblies	M	Daker Interior System	537.00				0.00	102	916.00	0.00
	16	330	Gypspin floorif Assemblies	- L	Daker Interior Systems	516.00				0.00	(0)4-1	3,465.50	A
139 00 51			Acountical College	M	Differ interior Systems	3,465.99					951	2,025.50	
	00		Assumical Cesting	L.	Balcar feetinger Systems	7,335.50		W201177		0.00	400		640.00
	000		Prints and Coatmes	\$5.07.	AF County	72.000 on		12,500:00	20.00	(1,000 00)		19:200.00	1,232.90
442 22		350	RASAVAS Piping	(51	Takin Binshout	117,600 00		7,000:00	35,058,00	65,658.00	4193	9),912,60	
443 22		750	BASAVAS Prpm-;	- 4	Tahin Brothers	23,7090.00		in den di		16,000.00	1954	77,000.00	
14A 27		350	Mires Feel	141	Tohin Brudlers	2,600,00				0.00	1115	1,1995.00	0.00
445 27		350	Micro Feed	L,	Tohin Brothers	3,009 60				0,00	6%	1,000.00	
146 12 105	00 i	350	Dunic Mechanical Requirements	260	MI O'Cheunt Micchinical	5,500,00				+ 150.00	41%	1,750,00	
447 22 05	00	330	Basic Mechanical Requirements	- L	154) CV been a Sectionical	10-150 00	1,250.00			4,230,00	41941	6,150.00	312.50 (5.00
148 22 05	29	350	Hammer and Supports	34	All O'Comme Methanics	650.00			309.00		467 -	350.00	9.00
149 27 01	29	350	Harcer and Supports	it.	541 O'Connor Mechanical	1,300,00				0.90	675	1,000,00	
(50   22   05	53	350	ID for Planding Pipe Equipment	M	AU (*Commor Mechanical	1,623 (8)				0.00	634	1,622.00	
51 22 103	53	350	ID for Plembing Pape Equipment	JL.	MLOConnor Mechanical	140 00				0,00	0%	840.00	0,00
152 22 02	19	350	Phendanc Papers Insulation	M	MI SECHENICAL CHARGES	1,513.00			- THE -	0.00	0%	1,545.00	0,00
S3   33   61	10.	330	Plumfung Pignie; Insolution	t-	ND OCCIONAL Mechanical	2,976,09		G11	LILITON OF	0.00	776	2,979,86	
55 22 10	05	350	Plumbing Piping	2.1	143 O'Connec Mechanical	2,100,00	1.096.68		700.00	1,796.00	1694	784,00	NO. 110
155 22 110	05	356	Plumbing Piping		54) DUmner Merhandal	17,510:00	A.250:00			6,310 06	46774	7.260.00	312.30
56 22 10	06	350	Philadray Paping Specialities	11.1	3.EF CTC onnor Mechanical	13,669.00			3 171 76	3,571.76	2954	10,375,24	165.59
57 72 10	04	330	Pleasting Passe Specialists	1	AD O'Commen Mechanical	4,124 (4)	2,000,00		11-	2, caftic dati	33%	1,125 00	100 001
SR 22 170	400x	350	Plumbage Espagnosist	34	MJ O'Connor Mechanics	19,030,00				0.00	054	£9,970,000	0.00
159 22 30	oil .	350	Plumbing Equipment	1	MI O'Commer Meetingsical	2,445 (6)				0.00	001	2,545.60	
150 22 30	90	350	Plustong Festures	M	54 D'Comer Medianical	9,375 00				0.00	676	6,375.00	
61 22 10	00	150	Flumbing Frances	1	Att City onner him tunes of	1,666,00				0.60	054	2,400,00	0.00
62 11   03	91	150	TAB for HVAC		All O'Cimner Mechanical	6,5400				0.00	615	w.566.00	0.00
63 21 01	13	150	Deer Imagintion	51	BH O'Conner Mechanical	530.00				0:00	Utvi	850.00	0.90
64 21 67	13	350	Duct Insulation	16	All O'Cumo Mechanical	1.910.00		6		0.00	10%	1,616.00	0.00
65 31 00	92	150	Sequence of Operation for HVAC	IM.	All O'C more Mechanical	1,950.00				0.00	ens	1,450,00	0.60
68 (23 m)	93	330	Seprence of Operation for HVAC	t,	50/O'Course Mechanical	1,650 000				8,00	(6)5	1,630,00	0.00
BT 24 112	25	350 .	Facility Katnisl Cas Piping	1.6	31) O'Carous Mechanical	5,575.00				p-nrt	(C)	5,575,00	0.00
66 117 12	25	150	Families Sugard Con Piping		741 O'Cremou Mexhanical	11.560.00		Fig. 7		0,00	17%	11.560.00	11,00
69 21 23		230	Kelidystani Pipang	rbii	NU O'Conner Stephanical	2,600 00				0.00	(/)6	2,020 101	9.00
	no.		Referensi Piping	3-	341 CFC::mor Atrohogical	2.815,00				uit.g	054	2,615.00	0.00
	06 :		HVAC Duck and Coungs	ă	143 CC conor Mechanics	11,735,00	125:00			125,00	156	11,610,00	4.25
	an :		HVAC Docts and Craints	1	1411 O'Comor Alechanical	12,720,00	750.00			750.00	674	11,979,09	17,50
			Air Duet Accussores	3.6	Mt O'Conner Mechanical	1,710.00				0.00	cr.	1,780.00	0.00
			Air Den Arcessnors		Let 12Compr Mechanical	1,610.00				0.00	1175	1,670.00	0.00

Nevada WWTF

1		CONT	INUATION SHEET				Application No.	14		PER TO:	July 31, 2022		
2							APPL, DATE:	July 31, 2022		ENGINEER'S PRO.	ECT NO:	0.00	
3 Sped		Bund.	Mevada WWTF	,	SUPPLIEIC.	SCHEDULED	WORK COMP	ETED.	MATERIALS	TOTAL COMPL	24.	BALANG	RETAINAGE .
4 Sec.		50.			SOBCONTRACTOR	VALUE	PREV APPL	TUBS PERIOD	STORED .	& STORED	Complete	TO PROTEIN	
75 23	3423	350	HVAC Power Ventilators	161	MI O'Cenner Mechanical	4,455.00			1	0.00	00%	4.455,00	
76 25	3423	350	HVAC Power Venillators	į.	MJ O'Conon Mechanical	2,060.00		,		0.00	03%	2,060 00	
77 23	1700		Air Outlets and Inlets	M	'All OfComer Mechanical	4,680 00			2,746.50	3,746.50	59%	1,971 50	
	5700		Air Outlers and lulets	1.	Alf O'Comor Mechanical	1,200,00				0.00	074	1,200 00	
79 2)	6213	350	Puckaged Air Conted Condensess	7-1	- kij O'Connor Mechanical	19,175.00			6,284 00	6,254 (4)	37"1	12,591,00	
BO 23	6213	350	Packaged Air Cooled Condensers	il.	I-D O'Connot Mechanical	2,525,00	250,00	,		250 00	1034	2,275 00	
81 23	7.133	350	Packaged Make Up Air Units	14	MI O'Conner Mechanical	19,350.00			14.8 (2.00)	[4,812,66]	77%	4,508.00	
82 23	7433	350	Packaged Make Up Air Units	jl.	MJ O'Connor Mechanical	2,830 59				1,415 60	50%	1,115,00	
83 25	2101	350	Terminal Heat Toursfer Units	Ы.	MI O'Connor Mechanical	5,690,66		Access 100 100 100 100 100 100 100 100 100 1	4,648 00	4,618,00	32%	1,012.00	
84 27	\$101	350	Terrobal Heat Transfer Units	L.	MJ O'Connor Mechanical	2,250.60				1,125,00	50%	1,125.00	
85 23	\$127	350	Split Syuems AC Units	M	MI O'Connor Mechanical	19,175,00				0.00	0%	19,175,00	
86 23	\$127	350	Split Systems AC Units	L.	MI O'Connet Mechanical	2,415 (6)				D.0n	0%	2 415 00	3,812
87 22	0523	350	Process Valves	2.5	Mellop & Associates	\$2,656.71	to warmer		76 240 x9	76,219.89	9214	9,200.00	
BB 22		350	Chemical Pipine	M	Tebia Buothers	9,260,65				0.06		9,200 on 32,500 co	
09 22		350	Chemical Psping	1.	Tobin Brothers	12,500,00			6,103,10	6,103.10	69%	2,746,90	305
	ODDO	350	Liebnag	M	CEC Electric	3,550,00			6,115,10	6,103 10	001	3.510.00	
	(4)(01)		Lighting	l.	CEC Electre	3,510.09				0.00	0%	19,035,00	
	0000	350	Leshring Protection		CEC Electric	19,075,00				0.00	tr:,,	14,991 34	
93 28	1000	350	Access Control/Video Surveillance		Strauss Security Solutions	14,991 54				0 (0)	0%	4,000 00	()
94 11	1000	356	Excayation	14	Con-Struct, Ins.	25,000 00	10,053.00			10,000.00	10%	15,000,00	300
95 31	1000		Excavation	115	Con-Street, Inc.	7.450.00	10,050,00		7,150.00	7,450.00	1000	0.00	372
96 32	3216.		Packaged Grinder Pump Station	M	Howa Pump Works	6.500,00		method		0.00	004	6,599,00	. 0
97   33			Paelinged Grinder Pump Station	L	Williams Brother-Construction	15,075.00				0.06	035	48,095,00	. 0
98 41			Heist and Monarad System	: 544.	Superior Crare: Corp. Zimmer and Francescon, Inc.	60,790,09			60,750 60	60,790.00	100%	0.60	
	2113		Non-Clog Centrifugal Pumpus: Equipment	М	Talin Brothers	8,099.09	170	4,000,00		4,000.00	50%	4,000,00	200
00 43			Non Cloy Centralneal Panaping Equipment		Talun Biomets	1,032,45				6,00	1	0,00	0
		360	Treatment Chemical Storage Building	NEL.	[Ambassader Steel Fabrications	7,030,60			4,505 00	1,535.00	6526	2,395.00	326
	G000				Central Iowa Ready Mis.	7,833,03				0,00	0%	7,833.03	- 5
	C009		Centrele	1	Williams Brothers Construction	25,439.50				0,00	0%	23.439.50	- 0
	0000		Grade Beans		Williams Brothers Construction	(9,455 60				0,00	10%	19,455 00	- 0
	0000		SOG		Williams Brothers Construction	15,719.50				0.90	or <sub>a</sub>	15,719,50	0
	0000		Hogsakeeping Pads	i	Williams Biothers Construction	5,142.50				0.00	074.1	5,142.50	- 6
	2000		felasonry	1	Signature Masoniv of Des Mon	13,000,00			2,600.00	2,609.00	20%	10,460,00	130
	2000		Masoner		Signature Masonry of Des Mun	15,000.00	1			0,68	025	1.1.000,00	0.
10   05	5000		Meral Fabrications	34	Breier Metal Ctaltamen, Inc.	2,924,06	i			0,00	00%	2,924.86	0
	5000	360	Metal Fabrications	1.	Williams Brothers Construction	1,448,60				0.00	0%	1,448,60	0.
			Fiberelass Reinforced Physic Fah	M	Vesseo Inc	26,000 69				0.09	0%	26,000,00	- 0
	8006	360	Filippolass Reinforced Plastic Fab	1.	Williams Brodons Construction	×,750.00				0.00	075	8,750.00	0.
14 07	2504	360	WeatherBanier	M	Williams Brothers Communication	922.00				0.00	975	922 00	0.
15 07	2500	360	Weather Barrier	1.	Williams Brothers Contornation	1,056,65		·		0.00	004	1,005.00	0,
	1116	360	Aluminum Doors and Frances	M	East Moline Glass	7,912.00				0.00	956	7,912 (0)	0.
	1116	360	Alumquan Doors and Frances	; I.	East Moline Glass	1.292.60				0,00	0%	3,292,60	0,
	\$ 213		Floor Harches	154	Halliday Products	651,00			651.00	651.00	10074	0.00	32.
19 08			Floor Hatches	- 1	Williams Brothers Commister	400.00				0.00	00%	100.00	0.
	E000	360	Glazing:	М	East Maline Glass	333,60	and the second s			0.00	652	335 00	0.
21 08	8000		Glazing	11.	Enst Maline Glass	250.00				0.00	00%	250,00	0.
	9000		Paints and Ceanings	MA	RP Coating:	(4,000,00				0,00	0%	14,000140	0.
23 13 1	3419		Metal Building System	M	Theor Building Systems	31,690,00			31,090 001	31,099,60	100%	0.00	1,534.
24 22	oson i	360	Busic Mechanical Requirements	54	MJ O'Connor Mechanical	1,575.00	260,00			200,00	15%	1,175.00	10.0
25   22	4164	ace I	Basic Mechanical Requirements	١.	MJ O'Connor Mechanical	2,060 00	450,00			450.00	22%	1,610,00	12.5

1	1	C	TON	TINUATION SHEET				CONTROL OF STREET	M.		PER_TO:	July 31, 2022		
2 5	1		nist.	Neigh WWTF		Danis (gre)	SCHOOLED	APPL DATE	July 37, 2022	MATERIALS	FOTAL OMPL	JECT NO:	0.00 WALASWII	RETARAGE
	- 1			Self- bits ALM 11		Account of the Control of the Contro				The second secon			Carried States	M. Pulletin.
1 50			O.E.	Laboration in the second		INUMCONTRACTOR	VALUE	PREV APPE	THIS PERSON	240KED	A STORED	Complete	TOTINISH	
527 1				Hunger and Supports	L	MI O'Connoi Methanical	1,800,00				0,06	0%	1.899,00	
528 11				113 for Psinnbing PaparEspigment	M	All O'Conner Mechanical	K25 06				11.00	0%	825.00	
529 1			6/3	ID for Psenhing Pipe/Emirment	I.	All O'Connor Mechanical	67/0.00				0.00	270	670 00	
530 22				Plumbing Piping	M	50 O'Conton Mechanical	F50 T0			700,00	709,00	79%	190.00	
531 13				Plumbing Ciping	T.	MI CICimum Mechanical	1,833.90	259,00			259 00	13%	1,605 00	
532 21				Plumling Piping Specialties	(AJ	MJ O'Cunner Mechanical	6,934.96				0.00	0%	6,930.00	0.0
533 22				Plumbing Pigung Specialtics	l.	MI O'Conner Mechanical	2,068.68				0.00	0%	3,060 00	0.0
534 11				Plumline Equipment	N	MI (Connue Mechanical	9,533.00				0.00	00%	9,535 00	0.0
535 7				Pleading Equipment	I.	htt O'Comor Mechanical	1,475.00				0.00	:17%	1.475.00	0.0
536 23				Plumbing Features	M	MJ O'Conner Mechanical	2,080,00			Tribe in contract to come with the con-	1) ((1)	006	2,080,00	0,0
537 22	139	100 36		Phonbing Figures	1	htt O'Commi Mechanical	1,100.00				0.00	794	1,100.00	0.0
538	-03	93 3		TAU for HVAC	It.	MJ O'Curror Mechanical	1,320 00				9 00	170	1,320.60	0.0
539 11	n <sub>2</sub>	193   70		Sequence of Operation for HVAC	INT	MI O'Conney Mechanical	975 99				0.00	1054	975.00	0,0
540 21	119	95   34	60	Sequence of Operation for HVAC	16	MLOCIment Alcdenical	K#0.00				0.00	075	849 00	0.0
541 13	171	00 1 25	10	HVAC Ducis and Casings	14	544 (TCanner Mechanical	5,665.00				0.00	0%	5.865 00	0.0
542 23	31	00 36	0	DVAC Ducts and Casings	L	Att O'Conner Mechanical	6,260.00				6 (10	854	6,360 00	0.0
543 23	13	05 36	(1)	Air Dost Accessories	141	MJ O'Comor Medianical	390.00			- mar-moral and marriage and	0.00	0%	390 00	0.0
544 23	133	00   26	10	Air Dust Accessories	t.	MI O'Connot Mechanical	335.00	1			0.00	038	335.04	0.0
545 23	134	23 36	4	HVAC Power Ventilators	M	MI O'Connor Mechanical	4,095.00				0.00	916	4,095.00	0.0
5/6 17	34	27:35	0	HVAC Power Ventilators	t.	MI O'Connor Mechanical	685 CH				0.001	0%	685,00	0.0
547 71	137	00 34	4	Air Outlets and Inlets	14	6H O'Connor Mechanical	1,170.00	t t			00.0	0%	1,170.00	0,0
548 77	137	00 36	10	Air Outlets and Inless	1.	MJ O'Connor Mechanical	300 00				9,00	025	300,00	0.00
549 33	18.5	01 56	0	Terminal Heat Transfer Units	1.0	MI O'Conner Mechanical	(1,175.09			9,296,00	9,296,00	82%	2.079.00	464 80
550 23	Tie	01   36	0	Terminal flest Tunnifer Units	- 1	MJ O'Conage Mechanical	505.00	252.50			252.50	50%	252,50	12 67
551 26	OCK	00   36	0	Chesaveal Storage	M	CEC Electric	32,025,00				0.00	0%	22,025.00	0.00
562 26	100	00 36	0	Chemical Starage	t.	CEC Electric	41,458 60				0.007	024	41,450.00	0.00
553 36	000	36	6	Lighting	IM.	CECElectric	4,300 00 (			3,033,29	3,035,29	21%	1,266.71	151 60
554 26	ax	36	0 0	Lighting	L	CEC Bleania	1,016.00			- 1122	00,00	0%	1,040,00	0.00
555 26	1000	36	0 1	Lighting Protection		CEC Electric	5,600.00				0.00	054	5,600,00	0.00
556 31	TITE	36	0 6	Excutation	M	Con-Struct, Inc.	3,000.00				(1),(1)	034	3,000.00	0.00
57 11	100	10   36	0 1	Excavation	(4)	Con-Strates, Inc.	3,000,00	1,000,00			1,000.000	33%	2,000.00	30.00
58 43	411	6 36	0 1	Bulk Chemical Stocage Tanks	. (6)	Verseo Inc.	101,700,00	1			0.00	0%	101,700.00	0.00
59 43	411	6 36	0 1	Dulk Chemical Storage Tunks	10.	Tubin Floothers	3,500,00			1	1.00,0	0%	3,300 00	0,00
60 46	333	4 364	1	Peristaltic Metering Familia	141	Esesocated Equipment Solution	63,388.00				0.00	0%	63,388 60	0.00
61 46	323	1 360	0 1	Perturation Merening Pumps	it.	Tribin Heathers	1,500.00				0.00	0%	3,500.00	0.00
62 45	338	3 360	3 6	Distributed Accessmits	(M	Cognicated Equipment Solution	12,924.00				0.00	0%	15,928.00	0.00
63 46	338	3 360	0	Dennical Fred Accessories	k.	(Tobin Brothers	2,090,00				0.00	(1%	2.006.60	0,00
64 380	Sec	oi dar	y Cl	larifiers		1					0.00	1	0.00	0,00
65 01	000	0 386	1	Inhar	M/4.	Aminascador Secel Fabrications	153,£30.tm	76,764.37	19,376-14	21,267,74	117,408.73	7675	36,431.25	5,870,44
66 03	000	0 380	0	(Meturatio	3.1	Central lower Monty Min	165, 179 35	(6), 125, 46 ?	24,000.00		34,749.46	51%	80,729.90	4,237,47
67 03	000	0 390	7	Walls	1	Williams Southers Construction	667,573,00	66,232.38	100,128 45		166,880.75	25%	500,642.35	8,344 04
68 00	000	0 380	1	Hese State	1	Williams Beothers Construction	249,363.00	197,673.241			167,073.21	67%	82,289 79	R\$33.66
69 03	000	0 380		Suspended State	II.	Williams Brothers Construction	00 ENK.82				0.00	0%	58,843 00	0.00
70 03	000		1	Genuring	L	Williams Brothers Construction	43,800.00		HE THE DAY		0.00	98%	43,800,00	0.66
71 03	000	0 380	IC	Concarrie Second Clarifier Splitter	14	Central Iorra Ready Mix.	W.713.93				0,00 ;	9%	9,238,63	0.00
72 01	000	380	1	Walls	L.	Williams Benthers Construction	71.709 50				0.00	0%	71,709 50	0.00
73 03	000	0 380	1	Round Piess	I.	Williams Resthers Construction	691.00				0.00	008	694.09	0.00
74 03	0000			Base Slab	1.	Williams Beothers Construction	6,334,00				0.00	165	6,534.00	0.00
75 03	(mn			Genuting	t.	Williams Houthers Construction	3,356,50				0.00	65%	3,256,50	0.00
76 05	500			Icial Fabrications	M	Busines Metal Endamen, Inc.	4,748.46				0.90	00%	4,748,46	0.00
77 05	Sour			Seral Fabrications	L	Wilhiams Brothers Construction	1,616,90				0.00	005	1.648.00	0,00
	5100	380		Teral Stairs	M	Record Mont Configure, the	13,620 30				0.00	024	15,620 50 1	0.00

Novada WWTF Page 12

1		CON	TINUATION SHEET				APPL DATE:	14 160/31, 3023		PER. TO: ENGINEERS PRO	July 31, 2022	10.00	
2	1	ACC NO.	F TO VICE THE STATE OF		SUDMEDIE!	NCHEDOLED.	WORK COMP	the same property of the same	MATERIALS	TOTAL COMPL	100	BALASE!	In Takeyor
3 / Spec	1	Hatte	New role WWTI		The state of the s	estation of the	and the second second	Part Control of the C		THE CHANGE STREET	Company or a	TOTANISH	Transportation of
4 Sec.		NO.	I de la company de la company		SUSCUNTRACTOR	· VALUE	PREVAPPL	THIS PURIOR	MORED	A STORED	Complete		-
579 07	\$400	280	Metal Stairs	t.	Williams Starthers Constraction	* 7/ct (m)				0,00	7.1	9,761.00	
580 m	9000	340		61/1	RP Costings	56,866 (80				8.455.20	100	2,144.50	
561 22	Origin	380	Understate Influent & RAS	54	Tuhin Broshess	7,600.00	4,455.20		-		1992		
582 22	0000	280	Understab influent & RAS	I.	Tobin Drothers	22,809.60	15,200.00		100000	15,200,00		7,660,00	
583 22	0000	280	Efficient & Scient	0.1	Totale Denthus	18,000.00			10,000,00	10,000,00	7674	8,000,00	
584 11	0000	780	Efflornt & Scoon	11.	Tabin Brethnes	8,200 00				0.00	004	8,500.00	
	0000	380	Floor PEV's	IAI	Tribin Brothers	13,600 00	72,000 HH			17 000 00	67%	16,000,00	
	0000	380	Floor PILV's	t.	Tobia Brothers	16,500.00	11,000,00			11,000,00	677-	\$ 500.00	
587 22	0000	380	Clairifier Sphitter Blax	84	Tphin Brothers	43,500 00			111,9981,00	to no un	24%	13,760.00	566
E88 11	0000	380	Clairther Splitter Box	74	Teltra (brother)	12,000,00				0.00	0%	(2,000,00	
589 26	conn	150	Secondary Clarifiers Aser	ht	C'197 Electric	45,475,00				0.00	0%	43,439.90	_ 6
590 26	0000	380	Secondary Clarifiers Area	I.	CEC Electric	90,850.00			in a solution	9.00	0%	190,850,00	. 0
591 31	1900	380	Ceravitian	M	Con-Stewel, Inc.	12,000.00	13.000.00			15,900.00	36%	27,000,00	750
592 11	1000	180	Escavelina	1.	Con-Street Inc.	130,009 00	65,990,000			45,000,00	5-116	55,010.00	1,250
593 [31	1860	380	Exervation -Secondary Flow Sphere	int	Con-Struct, less	1,000 001				0.00	956	1,000,00	
594 31	1000	380	Escreption -Secondary Flow Spience	0	Con-Street lex	9,900,00	2,000,00			2,000,00	72%	7,500,00	100
	1333		Secunitary Christier Mechanism	M	Ovice DSA, LLC	377,559 DO				0.00	57%	277,359,00	15
	4121		Secondary Chariffer Education	100	William Benthers Communicate	112,900,00				65;686	er.	117,600 00	0.
			us Station		1					0.00		0.00	0
	0000		Relut	612	Ambassador Sired Fahrications	19,846,00	19,540,00			19 2.50 618	100%	9.00	1937
THE RESIDENCE OF THE PARTY OF T		tile Concess	Contacte	84	Custout fours Busty Kity	12,121,26	17,171 %			17,171,76	10054	0,00	818
	uneo I	100	- Walls	100	Williams firmthers Construction	10,761,30	30,761.50			\$6,761.50	10004	0.01	4,000
	0000	590	Base State		Williams Brothers Centractor	10,050.50	10.013.20			16:036:50	100%	0.00	502.5
	0000	390		1	Williams Brothers Construction	17 10:3 00:	17,963.60			17,663-00	100%	0.001	857.1
			Supported State	-16-	Williams firmthers Communicated	#79.50				0.00	024	1179 50	0.0
	none.	1901	How ekocomic Palis	- 1	Williams Brothers Construction	1.594.50	154(50)			1:191.50	10014	0.00	179.1
	0000	190	Grantiner	- 11-		3,302,54	7,541,20		1,749.09	1,740.09	3334	3,362 45	87.0
		390	Microl Fabrications	- M	Breuer Metal Craftsmen, Inc. 1	3.598.60	-		1,1-9,007	0.00	0%	1.70% (m)	0.6
			Metal Fabrications	1.	Williams Brothers Construction	p. 451 29				0.00	200	6.431.29	9.0
	1553		Elastomeric Deck Coverings	1844	Pro-Sent Solutions					0.00	9%	9,907,00	9.5
		390	Framed in Place Insulation	SPL	lowa Form Insulators LLC	9,981.00				0.00	0%	4,643,00	0.0
			Bennanc Fauri Waterproofing	M	Williams Brothers Construction	3,6H2 8F4				8,001			
			Dentante Finel Waterproofing	T.	Williams Brothers Communication	4.122.00		-	2,272		10076	4.122.00	0.0
			Flore Heighes	M	Halliday Products	517.00			337 00	537.00		400.00	24.6
12 04 3	1112	299	Plear Hatches	1	Williams Hrothers Constitution	400,00				9.00	mi	The second statement of	0.0
13 (08   )	1113	700	Access Tube	5.1	Inwa Paras Works	1.450.00			1,490,00	8,430-00-	10054	0.00	122.5
14 09 1	113	3.90	Askess Tuhe	1-	Williams Buiders Commocney	6,500.00				6,00	0° a	A 100 00	0,0
	Mont 1		Points and Contines	NPL	RP Costings	11,6941.00				8,00	0%	6,600.00	
16,21 (0	000	390	Beturn Pump Piping	M	Tobar Brothers	21,869.66	1,98160		5,542,00	10/42/00	40%	14,758.00	302.1
17 22 0	606	190	Return Pump Pipnot:	L	Tokin Benthers	(-00,000,00	6,050.00			6,900,00	3174	13,300,00	300.0
18:21 10	366		Davic Mechanical Regunerature	Af	MI O'Connor Mechanical	1,375 00	200,00			109.00	150-1	1,175 00	uta
11 32 0			Basic Medianical Regimentons	14	MI O'Course Mechanical	2,569,00	750.90			350.00	13:11	2,110.00	17.5
20 22 0			Langer and Supports	5.1	MJ O'Compi Merhinical	1,010,00			300 00 1	500.00	46%	150,00	23.0
21 22 0			Hange and Supports	E.	54) O'Cremer Medianical	1.200.00				0.00	0%	1.392.00	0.0
22 22 9			O for Planting Psychiapprent	14	MLOCounty Medianical	525.00				6.00	051	321.00	0.0
			13 for Planting Pipe Landoures	1	NU O'Compor Mechanical	500 to				0,00	(17.5	565.00	0.0
			Plumbag Pupag Insulation	TM.	MI O'Connu Mechanical	1,100.00			300.00	369.00	27%	100 00	15.0
		200	Nanday Pung Insidetion	1	NEI O'Connor Mechanical	785.00				0.00	0%	715 00	n.s
06 22 3			Planting Equipment	IN.	All O'Comma Manhanical	3 175.00				0.00	0%	2,171.00	0.0
			Planting Equipment	1	All-O'Cennor Mechanical	490.00				0.00	0%	498-00	6.0
			FAB for HVAC	- 1	Stl O'Connot Mechanical	1.329.00				0.00	014	1,320.00	0.0
				151	Att O'Conner Mechanical	155.80				0.00	0%	467.00	0.0
19 25 10	997		Sequence of Operation for HVAC Sequence of Operation for HVAC		All O'Conner Mechanical	420.00				0.00	ens	420.00	6.00

1,	1	CC	NUMBER OF SHEET					[4			July 31, 2022	-	
2	1							July 31, 2022		ENGINEER'S PROJ		0.00	RETAIL ACTE
3 Spe	eq	Ви	M. Joneda WWII		SB0973092	SCHEDGED	WORK COMPI		MATERIAL	TOTAL COMP.	95-1	BALANCE	RETAINAD
4 Sec	c.	N	0.		SUBCOLUTACION	VALGE	PPTV APPI	THIS PURPOR	STORLD	& STURED	Complete	TOTINISH	
631 23		00   39		M	MI O'Connor Mechanical	2,930 60				0.00	(81%)	2,930.00	
632 23				L	M) O'Connor Mechanical	3,180,00				0.60	O'va.	3,180 00	
633 23				M	MJ O'Connor Mechanical	195,00				0.00	0%	170.00	0.0
634 23					All (YConton Mechanical	170.00				9.00	0%	4,095.00	0.0
635 23			0 HIVAC Power Ventilators	M	MJ O'Connor Mechanical	4,095,00		Market Committee of the		0,00	0%	4,095.00 685.00	0,0
636 23			# HVAC Power Ventilators		MJ O'Connor Mechanical	685,00			4,648,00	3,642,80	27%	12,412.00	
637 23	810			M	MJ O'Connor Mechanical	17,060 00			4,648,00	377.50	50%	377.50	18.8
538 23	810				MI O'Connor Mechanical		177 50			9.00	0%	1,631.08	0.0
539 22	0.53			- 11	Mellen & Associates	1,621,68				0.00	004	(2,550,00)	
54D 26	000			M	CEC Electric	12,350.00				0.00	0%	28,825.00	
641 26				(L	CEC Electric	28,525,00			1/2/1	1,635,36	65%	56161	
342 26	000	1751 M 11581		M.	CEC Electric	2,5(8),90			1,634.36	0.00	054	460.00	0.0
343 26					ICEC Electric	-160 00				0,00	024	5 360 00	0.0
544 26	000				ICEC Electric	5,560,01		-		0.00	056	2,000,00	
345 31	100			M	Con-Sarret, Inc.	2,000,04			***************************************	2,000,00	1556	11,000.00	100,0
346 31	100			, L	Con-Sturet, Inc	13,000,00	2,000,00	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	27,240,00	27 240 00	100%	0.00	13/20
347 43	213			M	Zimmer and Grancescon, Inc.	27,240.00			27,240,000	0.60	014	5,409,00	0.0
48 43					Tobia Brothers	5,400,00				the second contract to		0.00	0.0
			action Bidg						2,759.92	13,062,97	96%	1,382,03	1,653 1
50 03	000			MAL	Arabassador Steel Fubrications	34,115,90	30,303.05		2,759,92	30,384.85	100%	9.00	1,519.2
51 03		90 Î 120		M	Central Iowa Ready Mov	30,384.88	29,008,87	1.376.01		1,657.50	100%	0 00	182.8
52 07		00 : 42			Williams Brothers Construction	3.637,50	3,657.50		and the state of t	116,538.00	100%	0.00	5,327.9
53 03		10 : 429		11.	Williams Brothers Construction	116,558.00	116.558,00			22,520 Op	100%	0.00	1,141,0
54 03		M 421		1.	Williams Firethers Construction	22,520,60	22,820,00			19,199 00	100%	0.00	974.2
55 03		10   420		11.	Williams Brothers Construction	19,499.00	19,529.00			9,636 00	100%	0.00	481,3
55 03		10 , 43		· · · · · · · · · · · · · · · · · · ·	Williams Brothers Construction	9,636.60				15,915.50	100%	0.00	795 7
57 03	000			t.	Williams Brothers Construction	15,915,50	15,913.50	10 517 00		19,513.00	1003a	0.00	960,7
55 03				. Id	Mid-States Concrete Industries	19,215.00		19,215,00		00,000,2	100%	0.00	400.0
	1410			L	Williams Biothers Construction	3,160 00		8,000.00	24,500,000	10,600 00	80%	12,420,00	2,480 fe
	200			M	Signature Masoury of Des Mon	62,600,60	24,800,00		24,800.00	13 009 60	\$555	76,000.00	2,300 0
	200				Signature Masonry of Des Men.	20,000 60	44,006.00		UP 744 56	30,744.56	61%!	19,765,55	1,537.2
	1500			31	Deeuer Metal Craftsmen, Inc.	59,510.11			01, 144 311	7,017,39	33%1	15,465.61	380.8
63:05			Metal Fabrications	1	Williams Brothers Courtraction	23,083,09	7,617,30			0.00	0%	4,042.50	0.0
	600		[{brishal] Flume Liners	M	Zimmer and Franceson	1,012,50				0.00	0%	9,000,00	0.0
65 06	600				Williams Brothers Canstruction	9,000.00				0.00	055	11,400.00	0.09
	540			M	Central States Roofing	11.469.00				0.00	074	12,360.00	0.01
67 07					Central States Roofing	12,300,69				0,00	0%1	Cn.000,1	0.0
68 07	620			M	Central States Confine	1,000,00				0.00	(1%)	4,100.00	0.00
69 07	620			L	Central States Resoling	4,100 00				0.00 i	D*+	3,513 86	0.4%
70 07	2500			- 14	Williams Brothers Construction	3,513.00			CONTRACTOR OF THE CONTRACTOR O	0,00	0%	2,122.60	0.64
	250			IL.	Williams Bruthers Construction	2,122,00				0.00	0%	1,126.00	0.00
72 08	TITE			M	Flast Moline Glass	1,126,00				0.00	0%	3 440 (0)	0.00
	1111			1	East Moline Glass					0.001	056	285 00	9.00
		0 420		194	East Moline Glass	285.00				0.00	00%	220,003	0.00
75 08		0 420		il.	Fast Meline Glass	220.00				0,00	075	16,003,00	
76 09		0 420		M4.	RP Centines	16,600,00	****	18,200,00		18,200,00	10006	0.00	910,04
77 22		0 1 420		3/1	Tobius Brothers	48,29100		3,500,00		3,500 (0)	100%	0.00	225 60
78 22		0 420			Tobins Brothers	4,500 00	2,000 00	2,600,00		4,690,693	19657	0.00	230 00
79 22		0 1 420		M	Tobins Brothers	4,-04,90	1 (99 49	2,600,00		6,600.60	100%	0,00	120.00
80 22		0 / 420		L	Tribins Brothers		The second secon	2,600,001	34,000,00	34,331.60	67%	16,779,00	1,741 05
81 22 -	-0000	0   420	Plant Effluent Water Piping	M	Tobins Brothers	51,660.00	821.00		,4,000,00	0.90	075	38,000,60	0.00

Nevada WWTF Page 14

.1	00	WITHUATION SHEET					hily 11 2022		PER TO: ENGINEER'S PROT	July 51, 2022 ECT NO	nos	
3 Spot	Die	iii Nesali WWT		SUPPLIED.	WHEDDREES	WORK COMP	the section of the se	MATTRINS	TOTAL COSUM	54	BALANCE	RETAINAGE
4 5-6	N.	COLOR TO BEAUTY CONTRACTOR		SURCEMBRACION	VALUE	PROEV APPL	THIS PERIOD	STORED	A TORED	Complete	TO FINISH	
683 77 93			TAT.	Intl O'Conner Mechanical	2,350,00	1501 10174	Traces Carriere	2.000	3,00	61.	2,750.00	1 11
584 22 05				AU O'Counce Mechanical	5,010,00	700 00			708.00	100%	4,310 00	33
585 22 OS			14	58 CConnue Machine Cal	1,53100	1.050.00			1,000.00	6652	570.60	56
686 22   05			1	Alf O'Censor Meghanical	1,700,00			750.00	790.00	44%	950,00	37
507 22 05			M	MJ O'Cutum Mechanical	1,975.60				0,00	0%	1.575,00	
888 22 03			t.	*50 O'Conne Mechanical	1,500,00		77.00		0,00	1996	1.500 (8)	0
689 22 07			M	Mil O'Common Mechanical	1,675.00				0,00	(es.	1,873.00	
500 22 67				MJ C/Consor Mechanical	1,625 00				0.00	D*+1	1,625,00	
691 22 100			54	MI (10 noner Mechanical	1,755.00	1.100,00		400.60	(.)drp.00.	5996	235.00	-31
692 22 106			1	MI CW was Mechanical	7.791.00	0.10000			6: E607.001	79%	1,638,60	208
693 23 10			At	(All O'Contex Mechanical	6.730.00			5,743.52	1,742,52	80%	1,106.08	767
694 77 100	distribution of		It.	MI O/Connor Mechanical	1.0yn (m.	2, rate (96			2,000,000	4455	1,060,00	100
895 22 300			51	MI O'Comm Mechanical	0.755+0				600	074	6.735.00	n
595 22 300			- 11	MI OX noner Mechanical	1.950.00				0.00	10%	1,780 00	n
E97 23   039			T.	All DiConne Machanica	2,635,101				0.00	054	2,625.60	U
198 11 400			las:	All O'Comor Machemical	915.00		- V		0.00	1754	975.00	ii ii
199 25 09			il.	JAH O'Conner Machanical	840 00				o on	0%)	\$40.00	
700 23 234			- 64	MI O'Courde Mechanical	1,110,00				0,00	117.	1.740.00	0
701 23 250			il.	AU (Wonner Mechanical	1,000.00	1111111111111111			8(50	ors.	1,010,00	
702 23 316			M	MITOCowene Maghanical	2,935 (%)				0.00	653	2 555.00	0
703 23 1110			1	LU O'Comer Mechanical	7,130.003				0.00	054	7,120,00	
704 21 320			/64	MT CY conner Mechanical	11,950,003	300.05			360.00	1496	11,650,00	15
705   23   230				JAB O'Course Mechanical	1.170.00	250,00			250.00	2154	920.00	12
06 23 342			'M	MI O'Connor Mechanical	5,190.003				0.00	0%	K 190.00	D
707 21 540			IL.	Stf O'Count Merhanical	1,110,00				0.00	014	1,370.50	n
/de 23  370			(M	147 O'Conner Mechanical	2,781.00	381.75		1,958.25	2,210,00	100%	0.00	117
09 21 370			14	MJ (/Cannor Mechanical	600,00	600 on 1	110000000000000000000000000000000000000		20.00	100%	8.00	- 30
10 27 621			14	MI O'Cannor Microsoper	7,970,00	HILL SALES		11.10	0.00	07.1	7,670,00	0
11 23 621			16	M) O'Connert Mechanical	\$10.00				0.00	603	310 00	0
12 23 810			M	MJ CPC manu Mechanical	17.955 601			9.205.00	#.295 GO	34%	7.769.00	464
13 23 1810				MI CiComor Machanical	1,060.00	1,020,00			1,050,00	9351	30,00	.52
14 23 1512			lid.	Att O'Center Machanical	7.570.00				0.00	W-	7,970,00	0
15 23 812				64) (VComor Meebungs)	518/00	Î			0.00	654	310.00	0
18 21 141			M	50 O'Como Mechanical	4,550,00			3,131.47	1,131,47	69517	1,418.33	174
17 23 841			L .	Att (7Cremor Mechanical	255 (K)				0.60	105	255.00	0
18 22 1052			hr	McGen & Associates	42,059.02			29,446.01	29,330,011	7054	(2,399,67)	1,472
19 36 800			list.	CEC Eleratio	25,250.00	2,500,00		- Atmosti	3,500.00	11%	20.750.00	125
20 24 1000		UV Area	- 1	CEC Dictor	10,025,00	2.500,00			2,900.00	676	36,525,00	123
21 26 000			110	CEC Electric	15,559 9n	-		10,915.66	10,915.66	2116	4,434,34	545
22 26 000			1	CEC Electric	7.764.00				0.00	654	2.290.00	- 0
23 126 100				CEC Elemna	5,679.00				0.00	470	5.67min	0.
24 (3) 100			M	Con-Struct, int.	5,000,001	5.000.00			5 (00.00	10054	9,00	250
25 31 100			10	Con-Smart, Inc.	25,000,00	25,000.00			25.000 m	inera	0.00	1.250
26 47 1174			M	Zimmer and Francisco, Inc.	74.140,00				0.00	0	74,140.00	n.
27 43 2134				Tebin Bredara	To 500.00				0.00	17,6	to 500,000	
28 43 326			5.1	Vessio liss.	183,300,001				0.00	ma	133,300,00	0
20 41 1261			ii.	Williams Benthers Construction	6,560,80				0.00	0%	6,500 00	0
30 43 (21)		Hydrogenomatic Tests	lat .	AA Tutika Company	12.683 (B)	-			0.00	0%	12,663.00	
31 43 4113		Hydrogueunane Tank	- 1	Tobas Drothers	2 Net 00				0.00	014	2,200,00	n
32 46 612			MI.	GPM	7,126,93			+,738.92	6,738 92	1157.	389 01	336
33 520 Aero									0.00		0,00	6
		Relear		Ambany sine Steel Pahricanon	399,225 00	283,716.92	14,856.68	11,460,10	334,032,91	24%	65,141,01	16,701

1		1301	TINDATION SHEET				The second of the second	16		PER. TO	July 31, 2021		
2	_						APPL DATE:	July-31, 3022	11/20/20/20	ENGINEER'S PEG		0.00	Tonie street
3 Spec	Į.	Duild	Nevada W.WTF		SCHALIGK	SCHEDULED	Second CHES, COMP	HTTH	MATTRIALS	TOTAL CUMPI.	36	BALANCE	BIT ADMARK
# Sec.	-	- NO.	The second of the second		SUBCOSTRUCTUR	VALUE	PREV APPL	THIS PLENUD	STORED	A STIMED	Complete	TOTALSH	
735 81	cece	1 520	Concrete	N.	Central from Ready blin	207,13u 19				177,174,91	35.	23,961.28	F,90E
736 (03	nnna	520	Diffetts.	1	Williams Bushers Communication	578,743,50				322,444.01	92%	46.299,48	26,622
737 01	0000	520	Desc Stab	L	Williams Brothers Communion	140,796,50	130,736.36			130,236,36		10,559 74	6311
738 ns	sinn	528	Mart Fabrication	14	Heeres Maint Craftanen, Inc.	2,604.78				0.00	69%	2,0811,78	0.
739105	1000	520	Atost Fabrications	1.	Williams Diothers Commission	1,643.00	£24.00			924 00		\$24.00	4)
740 (10)	4000	520	Pariets and Country:	144	RP Copings	5,500,00	and the second second			0.00	056	5,100,00	- 0,
741 22	0000		Persiant Relief Valves	iht	Tehin Brothers	68,000,60	66,000.00			65,000.00	100%	4.00	3,400
742 22	0000	1 320	Procests Rober Values	11.	Tobm Recolers	13,500,00	13,000.00			13,000,00	100%	0.00	650
743 22	0000	1 320	WALE DSL	M	Tobin Brothers	6,000.00	6.000,00			6,6the pro	109%	0.00	386
	Beide	330	WAS A DSL	L	Tohin Deuthers	3.309.00	3,000 00			2,000.00	9176	360 00	150
745 21	0000		Understable & Mud Valous	lat.	Tobin Brothers	3.500.00		- COLD 147.		11,00	.004	3.500.00	n
746 22 1			Underdals & Mod Valves	11	Yohn Besthers	22,600.00				0.00	016	27.609.00	. 0
	0000	520	MRT Blower Piging	int.	Yokin Brothers	19,000 po				0.00	875	19,000.00	- n
748 22			AHT Blower Paper	Ti.	Tober Brotless	21,300.00				0.00	034	21,366,00	0
	ngan		Agricon Digwer Pigeng	IM.	Tobin Brothers	59 900 00	36,60			56.00	0.0	39,841.00	2
		520	Acreson Blower Phing	15/	Tabia Broders	54,600 00				9.90	014	\$4,000,00	- 8
751 22			Process Values	144	Afethon & Associates	13 230 64			37,230.61	33-230-64	100% F	0.00	1,061
		570	Acrolec Burranta Aura	Ni Ni	CUC Electric	122,325,00			100000	0.00	me	132,325.00	0
	6000	530	Arrabig Directors Area	- 1	CEC Elevis	17.500 68				0.00	1772	77,960,08	0
	0000	320	Linkson Protection		RCEC Elegan	6313.90				0.00	9%	6,345,00	- 11
				Si	Cen-Siruet, Inc.	20,000,00	(5,000,00			15 000 00	75%	5.000.00	750
	STANS.	320	Estavation	121	Con-Stitlet, Inc.	120,000.00	70 000 00			'70 cen pat'	1811	34 cmp co	1,500
	1000	520	Extranen		Orion USA LLC	1,580,327.00	777,353,353			0.00	016	1,500,327,00	0
	7214	520	Site I AI2 Syman	51	Tobin Brothers	177,000,00			0.00	6.00	mu	1.73,000,00	11.
	7211	520	Sde TAD System	h	Cohen Districts	£.1.5,0000.100			——————————————————————————————————————	0.00	1776	0.00	
			essing Oldg		1	\$7,045.00			39.333.77	29,533.77	32%	27.311.23	1.47%
	nana	550	Relian	349	Ambresador Stort Fabrications	23,050 45		12,000.00	20,300,17	17.000.00	36%	21,060,45	660
	0000	550	Controls	3.0	Central long Ready Miss	100,172.30		140000		0.00	0%	100.172.10	0
	center	550	Walte	- 1	William Bookers Construction	26,591,00	5,31690	21,275.20		76.591.69	100%	0.00	1,129
	0000	550	Bave Shib	L .	Williams Boothers Construction		2,116,90	Start of		0.001	004	3,675.00	- 0
	ceace		500	- 1	Williams Brothers Construction	5,625 00 20,625 30				0.00	014	50.421.50	
	0000	350	Suspended Stub							0.00	016.1	2,356.00	- 01
	DOM:	190	Himischengung pade	- 1	Williams Brothers Construction	5,886.00				0.00	D*.	1.766.00	0.0
	oom.	5/10	Colorus		Williams Beathers Commiction	1,766.00				0.007	005	12.686.09	01
	einn .	330	Senicional Procust Concrete	3.1	Mid-States Concrete Industries	12,646 00				0.00	054	5,600,00	41
	100		Stractmed Prevest Contracts	- 1	Williams Revisers Continuence	7,000 AV			10,400,00	10,400 00	25%	41,600,00	520 (
		350	Madory	34	Signature Manney of Dea More	(0.000,00			[10, 4100 100	0,00	00.	50,000,00	0 (
	2900		Marcary	- 1	Separate Manney of Des Mon	55 host on			- 101 70		62%	2,643.32	709 5
	1000		Menal Fabricidins	161	Branci Meol Cinfishen, Inc.	9,235.21			9,191.89	5,141 24 0.00	014	3,500.00	01
	5000		64esel Fabrication	t,	Williams Benthers Construction	3,500 00					0%	12,356,42	81
	5100		Metal States	83	Remer Marsl Craftsmen, Inc.	12,356.42				0.86	95	9.768.00	0.0
75 07 7	11(0)	330	Metal States	1,	Williams Bruthers Construction	9,768.00				0,00		and the state of t	0.0
76 07 5	Sann	150	Therimplying Memberni Reofing	M	Central States Rending	7,500,00				6.00	5%	7,500,00	n:
7 67 5	5200	350	Thermolystic Membrane Runting	1.	Central Stones Routing	3,100.00				0.00	976	и, 100.0и	0.0
			Street Adetal Flashing and Trim	- N1	Centuri States Ronfing	1,100 68				0.00	10%	1,100,00	ne
10 00 16	1200	550	Sheet Metal (Stelling and Teim	1.	Central States Reefing	2,700,00				0.00	0%	1,700,00	no
10 07 1	713	550	Deprense Panel Wascopsonfung	M	Williams Benthers Construction	7,061.00				0.00	0%	7,01.00	
	213		Heatenia: Paiel Waterproofing	f.	Williams Brothers Communical	6,091 60				11.00	775	6.041.09	0.0
52 07 3	500	550	Weather Hames	1.1	Williams Brothers Consumeror	3,557 00				0.80	0%	2,554 00	0.0
3 07 2	1360	550	Weather Basties	16	Williams Drediers Construction	1,360,00				0.00	220	1,700.00	2.0
4 01 1	118	350	Alumnum Dears and France	M	East Moline Glass	16,349.00				0.90	(7%	16,318,00	0.0
85 02 1	116	550	Alsement Doors and France	1,	East Maline Class	b.834 (M)				5.00	67.	6,534.00	0.0
6 m e	nnn	538	Obanes:	M	East Meling Glass	431,00				0.00	07%	437.00	9.0

Nevada WWTF

2		14,747	TINUATION SHEET					13:			July 21, 2922	0.00	
							APP) DATE	July 31, 2022	MATERIAL	TOTAL CHAPL	ECT NO.	Control of the last of the	RILFARRAGE
3 Spri	i i	(hath)	Novalla WWTE		ST HARTTAN	SCHEDIRED	WORK COVID	attitude of the state of the st	services of the later of	The state of the s	CL er land		and a second
4 Sec.		NO			SUBCOS (RACTOR	VALUE.	PREV APPL	THIS PERIOD	STORED	A STOREO	Complete	TO HNISH - 367.00	
757 08	1000	350	Glazing	1,	East Atoline Glass	367,03				0.00	075	26,000.00	- 0
788 (02	9000	250	Paints and Comneys	341	RP Coatings	26,000.00			7,131,39	7.331.59	12%	21,465.41	764
789 21	0000	550	WAS & Senin	M	Tobin Brothers	59,000.00			1,111,39	0.00	024	41,100,00	0
750 22	0000	550	WAS & Scom	L	Tehus Benikus	41,100.00				1.000.00	3051	12,360.00	150
751 22	0000	550	Permeate	M	Tobin Dintipera	15 580 (24		3,000,00		6,098.00		18,500.00	300
92 22	0000	359	Permeate:		Tobin floodurs	24,500 (0)		6,006 on		0.00	20%	7,700 00	0
793 22	0000	550	Air Extraction & Claiming	M	Tohin Brothers	7,700.00				0.00	0%	1,100,00	
794 123	0000	550	Air Entraction & Cleaning	l.	Tolen fruthers	4.400.00	201-277			200 00	1176	7.450.90	13
796 22	0500	330	Busic Mexicanical Requirements	M	611 O'Comor Mechanical	2 756 60	100.00	ALL STREET		the second secon	1854	4,250,00	47
796 22	8300	550	Datic Mechanical Requirement	1.	MO O'Comor Mechanical	5,200.00	970 (0)			950.00			30
707 22	0529	\$50	Hanger and Supports	184	MI O'Connor Mechanical	1,193.00			600.00	690,00	30%	5113.00	
155 801			Haurut and Supports	10	MJ (FCunny Mechanica)	1,315,00	The William W			0.06	0%	1,513,00	0
199 22	0557	550	113 for Phanting Pape Equipment	7.5	2.41 Offinmer Mechanical	1 325.00	1			0.00	0%	1,375,00	
000 (22	0153	550	1D for Planting Pipe Fampuoral	t.	M) CFConner Mechanical	1,170,00				0.00	17%	1,170,00	
01 22	6719	550	Plumbine Poplar Implantation	M	MI O'Conner Mechanical	1,590,00				0.00	074	1,100 (0)	. 0
02 22	0719	510	Plumber: Pigure Neulitico	116	MJ O'Consen Merkonical	1,690,00				n oti	0%	1,630 00	- 0
	1003		Planting Pignog	2.5	MJ O'Conone Afretunical	±10 (tr)			650.00	650.00	7876	180,00	12
	1085	550	Plumbing Piping	L	33f 47f ummer l-technical	4.120.00	250.00			230.00	676	1,820,00	- 02
	1006	150	Planting Piping Specialises	3.6	Att D'Coome Mechanical	6.938-00			7,821.74	3.671.76	3674	3,438.74	10)
06 22 1		350	Fluming Figure Specialism	11.	MJ O'Connor Mechanical	7,643.00				6.00	054	7,005 00	
	1000	33tt	Munbing Equipment	34	MI O'Coppor Meelesnical	1,130 60				0.00	er:	3,110.00	- 1
	3000	550	Manshing Equipment	- 1	MU O'Commit Mechanical	499,00				0.00	104	490.00	9
	0593	550	TAll for HVAC	T.	MJ O'Cupper Mechanical	2,935.60		0.00		11.00	(175	1,435,00	0
	6713		Dars tessilesion	14	1st) (YConnor Mechanical	210.00				0.00	0**	760,00	
	0713	350	Duct Insulation	11	XD O'Commit Mechanical	1,345 93			2000	0.00	0%	1,445.00	
	6993	350	Screenier of Operation for HVAC	164	MI O'Course Stechnood	915.00				0.00	0%	575.60	- 8
	0991	150	Sequence of Operation for HVAC		DAT Ci Comme Mechanic d	\$40.00				0.00	100	140 00	
14 27	1227		Facility Natural Cen Pipnin	8.1	MJ (O'Connor Mechanical	5,715 00	= 4		W 1107 - 17	0.00	004	7,715.00	16
	1721		Facility Matter Con Paging	L	Att O'Connor Mechanical	1,766.00				6.00	025	7,765.05	
	2300		Refrigerant Papers		MI O'Comme Merkamest	1,346,00				6,60	6%	1,3,119,60	0.
	2300		Refuguant Pipes		MLOV nasce Mechanical	1,090.00				nn.n	10.	5,015 58	0,
	3100		HVAC Diets and Caunes	160	MU CConnor Mechanical	3,365 (0)				0.00	iric	3.845,611	
	3100		HVAC Discussed Carangi		SU O'Comes Mechanical	6.366.00				0.00	0%	6,360.00	0
	3306	550	An Dina Accessories	N.S.	NU O'Canoor Mechanical	1,290,00				0.00	67%	1,390,00	0
			Air Doct Accessories		MJ OV more Mychanical	1,340.00				0.001	0.4	1,340,00	. 0
	3300		HVAC Pover Ventilators	10	M) O'Cunnor Mechanical	8,102 00				8 60	U54	1,190,08	0.
	5433			- 17	542 O'Conpor Mechanical	1 505 00	7/		- 000	0.00	9%	1,595,90	0
	3423		HVAC Passer Vensilators	INI	AD O'Connor Mirchantral	1,170.60			1,170.00	1,170 00	10076	0,00	14.
	1700	550	Air Outlets and Inlets		ND O'Connor Mechanical	600.00				9.00	91+	660,00	ď
25 2) 13		550	Air Outlets and bilets			7 270 00				0.00	4794	7,670,00	4.
26 23 1			Parkaged Air Cooled Confestors		MI (VCommor Mechanical	310.00				0.00	075	510.00	0
			Paskinert Aw Cooled Condensors	L.	All O'Commy Mechanical	30.00)			29.176.00	39,176,00	77%	8,861.00	1.436
			Packaged Make Up Air Units			1,665.00	#30,00		200000	330,00	5074	835.00	- 11
			Packaged Make Up Air Units		MI O'Comun Mechanical	11,375,00	8,00,00		9.296.00	0.296.00	62%	2,075.001	164
	RIGI		Françoi Hear Transfer Units		MI Of Counce Mechanical		257 501		11,4374,551	257.30	30%	253.50	12
			Terminal Hear Transfer Units		MI O'Conner Mechanisti	7,670.001	237.30	-		9.00	0%	7,670.00	0
			Split Systems AC Units	and the second	kD O'Comor Mechanical	7,670.00 335 no				0.00	17%	555.00	10
35 73 1			Split Systems AC Units	- 11	Att O'Cannor Methanical					0.00	10.	20,7181,923	- 4
	Nipo		Solids Precessing Harling		CEC Cleanic	31,700,00				0.00	996	34,300.001	6
	1000		Soliels Proversion; Declaing		CDC Electric	\$4,500,09			14583 991	14 983 09	71%	5 (fm. 0)	749
6 34 0	0000	350	infelies;		CEC Electric	20,110,00			14,581,1 991	9,00	13%	7,755.00	
37 20 0	1000	550	aplitose		CEC Electric	1,785 60 5,560 fm				9,00	6%	1,743,00	85

1			CONT	INUATION SHEET				200	14		PER TO SHOULD FROM	July 31, 2022	11.00	0
1	_						THE RESERVE OF THE PARTY OF THE	APPL DATE	July 31, 2022	TOTAL CONTRACT	DOTAL COMPL	The state of the s	BALANCE	BETANAGE
3 5	Spice	- 53	timital	Nexada WWTF		ST-PPT.HEBZ	SCHOOLIN		A CONTRACTOR OF THE PARTY OF TH	MATERIALS	000000000000000000000000000000000000000		TO FINER	IL Passan
4 5	ec.		NRI.			SORCOSTRUCTOR	VALUE	PRES APM	THIS PLEXOD	_ 0.18017	W SAGATO	Complete		8.0
:39		552%	550	Process Valves	24	Metlen & Associates	2,991,19				0.00	6%	2,991.15	
40 3	1 1	000	550	Estavanea	M	Construct, Inc	2,000.00				0.00	1754	25,800,00	250.0
41	11	000	550	Escavation	1,	Con-Street, Inc.	30,000,00				3,680,00		1,000.00	9.0
42	1 1	BCD	350	Excavation-Plance Pad	- IAI	Con-Struct Ire:	5,000,00				0.00	2054		30.0
43 3	1 11	000	\$50	En. avation-likewort Parl	1	Con-Struct, Inc.	5,000,00				1,000,00		1,000,00	9.5
44 4	1 1	125	550	Retary Prestive Displacement Acration Blower	1881	Engineered Equipment Substitut	399,542.00				0.00	014	4,800,00	Will 1/2/2/2019
45   1	3 1	121	550	Ketsey Positive Displacement Actation Blowns	- 11.	Tobin Bruikers	4,690,00				0.00	175.		2.550:8
46 4	1 7	114	550	Botopy Lobe Parap Equipment	14	Beerger, U.C.	173,742 (M			\$1,017.97	\$1,017.87	65	\$7,724 12 17,600,00	1 Per 1
MT	3 12	111	530	Ronsy Lobe Pump Europeanu	1,	Tohin Brothers	17,6ki 99				0.00	604	27,461,70	80
48 4	6 :7	200	330	Automatic Fire Screen	151	Draw USA LLC	37,344.01	-			0.00		14,400.00	6.0
49 4	6.17	209	550	Automotic Pine Screen		Williams Brochess Construction	11,500.00				6.69	0%		0.0
50 5	170 Đ	(dan)	ids P	umping Building							0.00	440	0.00	THE R. P. LEWIS CO., LANSING, S. LEWIS CO., LANSIN
51 0	2 0	me	570	Rebar	MA.	Amminocities Savet Patient arisms	59,170.00			27,824.55	32 624 55	38%		
52 0	a In	000	570	Concrete	At .	Central love Ready Mis	21,240,64		10.000.00		19,000 00	37.	21,240.61	
53 0	3 0	0000	5.10	Walls	1.	Williams Boothers Construction	94.167,00		and the same of th		0.00	650	94,167.00	1,177.90
54 10	3 [0	000	570	Date State	1	Williams Beetlers Consuctived	77,559,50		23.59.58	Table III	23,339.50	2005%	0.00	Annual Control of the Control of
55 0	3 11	900	570	(80G	L.	Williams Brothers Consumerow	5,9Ks-30				0.00	071	5,954.50	0.00
56 0	1 10	000	570	Concress Beauty	- la	Williams Bentlers Construction	48,813.00			-	0.00	ftts.	45,513.00	0.00
57 n	2 in	Dec.	578	Housekeepeng garb	1.	Williams Boothers Construction	1,887.50				0.00	(4)4	1.447.50	9.90
58 0	3 0	000	570	Machineral curin	- 16	Williams Bothers Construction	\$35,00				0.01	0%	835,00	0.0
59 (0	2 4	196961	570	Nervicentel Process Conserve	2.1	Michigana Course Indexines.	1.495.00			1212153	0.00	675	1,492.00	
60 la	1 +4	100	570 !	Semigrated Process Concerns	11.	Without Rostors Communical	5,000,00			Marin Server	erun:	tr.	1,000 00	130.00
61 0	4 3	000	570	Mediary	3.5	(Stricttony Manuary of Oct Men	£2,000 00			2 1010,00	2.600.00	20%	\$0, 10m no	0.00
62 0	1 2	000	570	Miskery	L	Stpartine Majority of thes Man	15 (300 (00				6.00	0)4	15,000.00	63.20
63 (0	5 9	non	570	Meual Patriciphons	2.5	Begger Mutal Confirmen, Inc.	5,297.65			1,277.40	1,277 50	24%	4,000,08 3,298,00	9.0
54 n	5 5	099	576	Moral Fahricatums	1,	Williams firethers Commission	3,798 (0)				0.00	651	10,012.20	0.00
65 n	5 5	1190	570	Metal States	54	Grener Mensi Cenfrance, loc	10.015.30				0.00			0,0
55 b	7. 5	100	570	Stetul States	1.	Williams Bookers Construction	#:£12.00				0.00	054	N,112 00 A06 00	0.00
67 0	7 3	100	570	Dictamplank Membrane Roofing	M	Central States Rooting	A00 00				9,00	0%	1,200,00	nte
68 0	7 3	400	570	Thermoptanic Mandrane Rending	L	Central States Konfing	1,000.00	£				656	200,00	0.00
69 n	7 6	200	570	Sheet Afrial Flashing and Term	M	Cestral States Environ	200,00				0,00	016	200.00	0.00
70 0	7 5	200	370	Sheet Steint Diathing and Fron	IL.	Control States Roofing	100 (6				0.00	843	43 T 00	0.0
71 0	7 2	100	570	Weather Borner	TM	Williams Bander's Commission	832.00				6 66	854	665.00	6.00
72 6	7 2	300	370	Wenther Direits	1.	William Bookers Consmisted	405,00				0.00	075	6.179.00	0.00
73 0	7 1	713	310	Deptonic Panel Waterproteing	3.5	Williams Broflers Curytoschus	6,499,00				0.00	974	5.53200	0.00
74 0	7. 1	713	570	Homanite Pater Waterpronfing	1.	Williams Dis-theas Continuetion	5,532 00			1,76= 00	1,364 00	1001-1	0.00	88 30
75 o	E 19	HIT :		Tion Hacties	M	Halfulay Products	1,764.00			1,764.00	0.00	8%	450.00	8.64
74 0	s   1	113		Floor Haubes	I.	Williams Brothers Continuence	450 00				0.00	rest.	7.307.00	0.00
		116 ]		Aluminian Gores and Frances	Dil.	East Moline Gless	7,565,00				0.00	036	1,953.00	0.04
75 0				Aluminum Doors and Frames	_14	Fast Moline Chos	1,952 (0)				0.00	0.4	183.00	6.00
				Glaring	M	Fast Molone-Gittar	123.00				0.00	6061	202.00	0.00
80 0				Glazing		Ken Maline Glass	303.00			111 1 1 1 1	0.00	410	N 6000 (00	5.0
81 17				Paints and Courses	140.	RP Casmus	8,06H 00	_		11,676,09	1 (3/76-04)	525	209,324,00	583.85
82 2				Mixture Punqu Piquing	8.1	Total Otomore	211,000,00			1.1,076.09	5.00	(/ti	102.000,00	0.00
53 2				Stising Pump Pigm?	10	Tobin limiters	102,000,00	300.00			300,00	32% (	1,075,00	15.06
84 3				Paris Mechanical Regulaments	IM	MI O'Conne Meximiest	1,375 00		474		950.00	1625	1,710.00	47.00
85 2				Denic Methanical Regularization	- 19	NI/ Officeral Mechanical	2,060,00	990'09		100.00	400,00	38%	610.00	39.00
85 2				Limper and Supports	- 14	MITOComor Mechanical	6,050,00			100,00	0.00	054	1 200.00	0.00
	1 0			Hangar and Supports		All O'Comor Methanical	1,700,00	100	11 (9)		0.00	196	525.00	0.00
		(22		ID for Planding Pipe Equipment	1/4	34) (PCimesa Mechanical	\$25,00 605.00				0.00	Ota :	605.00	0.00
50 27	0.5	553	570	D for Plumbou Pare Engineers	h.	NJ O'Conner Mechanical	1,585.00		_	330,00	350 00	27%	1,215,00	17.50

Nevada WWTF	Page 18	
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1		CON	TINUATION SHEET				repporter	14		PER TO	July 31, 2022	200	
2	1						APPL DATE	July: 31, 2922		ENGINEER'S PROJ		0.00	Day 1
5 50	ve	front-	Net MIAWWTF		VC1991.HER?	SCHEDULED	WORK COSTS		MATRIALL	TOTAL COMPL	. 5 1	BALANCE	RETAINAGE
4 50		NO.			RESECCIONE ACTION	VALUE	PREV APPL	THE PERIOD	STORED	A STOREO	Complete	TOTAMEN	
991 22		05   570	Planelson Proper	L	1M3 CCumm Mechanical	2,555.00				0.00	175	2,555,80	
192 22			Planthur, Pipag Specialities	34	AU O'Comor Mechanical	M 938 80			1,510,03	(.50).00	32%	3,450.00	
	110		Phyships Piping Spr. Littles	1.	SH O'Cannor Mechanical	3,000 (0)				0.00	10.1	7,000,00	
94 ::	100,444		Planding Equipment	M	MI O'Comme Mechanical	2,120,00				0.00	600	3,180,00	
95 =2	me to		Plainting Egyppengel	1	All O'County Mechanical	560.00				0.00	074	1990 000	
96 23			TAN for HYAC	L	M3 O'Couner Mechanical	1,310.00				1,00	.200	1,310.00	
97 13			Sequence of Operation for HVAC	M	Att O'Comme Mechanical	975 00				0.00	054	973,00	
198 27			Sequence of Operation for HVAC	Tr.	NJ O'Conner Mechanical	840,00				0.00	771	840.00	
100 123		00   576	HVAC Ducts and Casings	M	Part Cit Comprehechanical	2,935.00				0.00	010	2.935 (0)	
00 21		66 570	HVAC Ducts and Cations	1	IMI O'Conom [dechanical	# (A) (B)				0.00	054	110.00	
101 73			Ast Dura Accessores	21	All Of smean Mechanical	105 80				0.00	051	195.00	
02 11			Air Duci Accounted	11.	All C/Consus Mechanical	130 00			Control of the second	0.00	0.4	170.80	
03 (2)	34		HVAC Power Ventilators	That	Idl O'Cimmer Machanical	± 170 00				0.(4)	41%	E 190.00	
104 33			HVAC Power Vannistors	li.	MD O'Connor Mechanical	1,370 to				0.20	174	1,376.00	
005 23			Air Quilets and Inless	6.5	[M] O'Conner Mademical	to ot 1.1				0.00	(15%	1,170,00	
			Air Quites and Infeta	1	All O'Conour Mechanical	300.00				0.00	876.7	300.00	
			Terminal Hear Transfer Units	101	All O'Commi Mechanical	11,750.00			15:944.60	15,944,90	61.	4,806,00	69
2,5				101	MI O'Connor Mechanical	1,010 00				150.00	54%	469.00	- 1
	1610		Leanned Heat Teacyfer Units	-	Istellen & Assecutes	15.159.05	1.00		34,692,00	14,632,00	71%	13,827,05	123
209 22			Pincen Valves	ti.	CEC Electric	17,900 161			7.2703.11	0.00	0%	12.0(a).00	
	DDI		francists transping Building	M		\$1,725.00				0.00	0%	71,275,00	
211 24			Discolat, Passyon; Heliday	1	CEC Deatric	1,700.00			1,570 36	5,470,36	7354	2.129.64	27
312 16			Lighting	IM.	CFC I lector	1,250,00			100	0.001	075	1,250.00	
13 26			Lightone	L	P.E.C. Octobic	12. 13th day				0,00	0.	19, 330,00	
14 26	000		Lighting Postceton		CEC Cleans	1,906.00	-		EXT. D. D. T.	5,00	1156	7,000,00	
15 31	+101		Haravetim	M	Con-Sinut, bit					0.00	994	15,000,00	
16 21			Excaution		14"ans-Smoot, Inc.	15 000 PG	_			0.00	100	29 700.00	35
17 LA3			Cherper Pumps	TAL	Heyward Gordon	20,700 00				0.00	100	2,000,00	
			Chepper Pumps	L_	Tober Horniers	fly area, fl				0.00		0.00	
			lorage Tanks			P. Carrier and	-			0.00	0%	106,950,00	
20 01	nox	50 580	Rebet	MUL	Andrescalor Steel Entirications	(197,930-90)				0.60	50.	48,957,94	
21 01	hoc	1015 100	Cwicres	M	Costral Jawa Ready I-lin	68.957.95		-		9.00	010	7,951.50	
22 (0)	500	550	Famings/Piers	lt.	Williams Brothers Commission	7,951.50		(I		0.00	001	145 919.00	
23 (0)	nec	DO SEG	50G	1.	Williams Dunders Constructore	163,919.00				0.00	075	771.00	
24 07	900	56 .510	Roand Piezs	l <sub>a</sub>	Williams Brothers Construction	773.00					0.	(- old (x)	-
25 00	909	0.1 550	Prints and Cautury	NPL	RP Cosumpt	u,000 b6				1),00		17 545,00	247
26 12:	1000	10 510	Linderslah Sleedge	M	Tobin Northern	72,509,60		HILL THE LAND	4 930 80	4,940.00	9%		
27 25	000	00 550	Understati Shaler	1.	Tolom Beachers	25,200.00				0.00	.054	23,200.00	
28 13	000	30 350	Sladge Mixing	141	Tobin Brothers	155,500.00			62,857,00	62,037,04	40%	93,343,00	2,163
29 32	000	m 580	Studge klining	11.	Tabin Brothers	10,000,00				0.00	.0%	70,900,00	
30 22	1000	350	Overflow & Docum	M	Tobia Brookers	44 200.08			2,316,00	2,816.00	65.	41,784,00	140
31 22	Inhe	386	Charilen & Decord	1.	Telsin Bandurga	30,000.00				0.00	839	20,000,00	
	1000		Printing Startings	14	Tuben Bentlery	5,290.00			784,00	384.00	13%	2,416.00	
33 27	Long		Poster Southern	t.	Tobin Brothers	31.003.00				0.00	er.	11,400,641	- 1
	000		Slindre Landont Senior	14	Tolin Honbert	25,000,00			#1.00	4270	9%	24,958,00	
35 (19	Hocio		Sludge Loadout Street	11.	Tahin Drothers	4,000.00				0.00	474	4,000,00	
36	loor	-	Manufetion	-	Cobin Brothers	21,692,08		1		0.00	8%	21,000.00	
37 21	032			MC	Millen & Assopines	10,491,00			781, 194 (8)	10,421.09	100%	0.00	52
38 31	100		TORKETY TATELY	IM.	Construct inc	170,000,00				0.00	078	170,000.00	
39 (11	100		Experience	it.	Con-Smigr, Inc.	150,000.00	A Company	and the same of		0.08	01.	150,000,00	
40 33	361		Bulled Steel Wasteware States Lank	M	Geest Plaines September	626,900,00				606	onu	426,406,60	
H1 13			Delted Seed Wastewater Strenge Lank Stream in official	1100	Great Pinner Streethern	133 965 Dec				6,05	651	118,100,60	
12 11			Hading Steel Wasteware Stocker Tank Steel or Grand	Trans.	Great Plaines Sevenary	(98,589.110				0.00	0%	190,000,00	

1	Ŧ.		ONT	INDATION SHEET				Application No.	14			My 31, 2022		
2	ı î							APPL DATE	July 31, 2022		THOMETERS PROJ	ECT NO.	0.00	
3 5	pea		hald.	Seconda WWTF	700	Strivermore	SCHEDULES:	WORK COMP	1 E1 ED	WATERIALS.	THEM. COURT	16	BALANCE	RETAILMAN.
4 5	ct.		NO.			SUBCONTRACTOR	VALUE	PREV APPL	THIS PERSON	STÖRED	A STOREAL	Complete	TOTIMBE	
943 1		115	580	Let Mining Equipment	N.	Hanward Gerdon	209,550 00		THE THE	- 31003200	0.00	67%	208, 850, 00	
944	6 413	71	tn	Jet Missing Equipment	1.	Tohin Brothers	3,300 00				0.00	1/16	3,500 00	0.0
945														
946					1									
947	-/-				7-62-5			0.00			The second second			
948 J						toriginal Contract forf	35.850.000.00	10,020,523,39	1,125,742,971	2,406,568,73	13.552.835.091	3251	22,297,164,92	677.641.75

Nevada WWTF

1		CONTRA	DATION SHEET				Application No. 1	4 July 31, 2022		PER, TO: ENGINEER'S PROJ	July 31, 2022	0 00	
1 5	pta	timit!	Nevada WWTI		Stippe (Jan)	schenuten.	WORK COMPL		MATERIALS	TOTAL COMPL		BALANCE	RETAINAGE
4.3	0.71	30	Political	7.0	SOMEONTRAC FOR	VALUE	Lenny Appril	THIS PERBOD	STORED	a STOREO	Committee	TOTALISM	
919 (	HAN	GE ORDE	RS							0.001			1
950		CO	3-1		CORPO	2,118/27					024	2,118,27	0.00
951		CC	)-1		COR-02	2,201 00				0.00	0%	2,201.00	0.00
052		CO	3.1		1COR-03	4.950,00	1,430.00		3,400 00	4,850,00	100%	0,00	242 50
952		ico	M	The state of the s	COR-06	844,00				0.00	0% [	\$14.00	0.00
954		CO	2.2		(COR-04103	88,694 00	66,520,50	6,208.58		72,729.08	82%	13,964.92	3,636.45
955		CC	1.2		COR-08	10,727.00	8,045,25 )	2,681,75		10,727.00	100%	0.00	536.35
956		CC	3.7		COR-10R	18,123 00	18,125 00			18,123 00	1000	0.00	106.15
957		00	0-2		REP-01	129,779,00	(29,779,00)			(29, 179 00)	1	9.90	11.468.95
061													
952					TOTAL CHANGE ORDERS	97,778.27	64 359.75	8 690 33	D0 001, C	76,650.08		21,128.19	3,532.50
953-		2 X					animalianimania .				1		
964.1	1				TOTAL SEVIESS CHICKAGE AND	35,947,778,27	10.084.883.14	1.134,633.30	2,409,968,73	13.629.485.17	361 /	22.318,293.11	681,474,26

(	1	CONTR	PUATIO	ON SHILE	Υ				14		PER TO	July 31, 2022		
3								AFFL DATE	July 31, 2022		ENGINEER'S PRO	JECT NO	9,00	4
3 Spec	3	Right .	i.	ade WW	11	Standard	SCREDULED	WOOK COMPI	FIEDown .	MATERIALS	TOTAL COMPL	16	BALANCE	HE, FAIN LIGE
4 Sec		Sict				SUBDINIERCTOR	VALUE -	- bb CA Vabi	DIS PERIOD	STORED	& stored 1	Considere 1	TOTINESH	j
0051	_					Summary by subconfruct								
966	-50		DICTOR		Description	Vender Name							MONTH AND THE	
967			1		Clean Link Fences and Gates	(Alpha Lemborge)	150,779.00	1.527.00	210 06	0.00	3,712.00	216	153,039,00	
000	150				Cancepte Rembinating	Ambassador Sigel Fabrication	1,629,595.00	94(-,574,57	96,899 88	134,393,55	1.181,768.00	72%	457,727.00	
969	-				According Collings	Baker Interior Systems	14,568 08	0.00	5.00	3.00	0.00	6.	14,564,00	
970	- 1				Romey Lope Pump Equations	Beerger, LLC	128,742 00		0.00	51,017.87	51,017.87	37%	87,724,13	2,550
971					Structural Steel Framing	Borust Metal Collumn	417, HMI 00	6,348,16	0.00	112,501.01	120,252.20	27%	317,347,88	6,043
972					Fire Protection Specialities	Carries and Company Inc.	11,490 00	0.00	0.00	500.00	500,00	4%	10,000 00	
973		- 7			[Fleettics]	CEL Elentric	1.215.925.00	501,775.00	\$7,500.60	255,796 66	839,171.66	20%	3,374,753 31	
974					Crecieir	Central Inea Rosh Min	1,242,591,01	691,136.57	117,376,01	0.00	1000,510-52	65%	434,082,45	
975					How! Accordance	Conral States Knofing	115,209,00	0.00	0.00	0.00	0.00	625	d0 cd2 211	
976					Bresd; or Synemy Floreing	Centreto Specialisti	7,950,00		0.00	0.00	0.00	0%	7,509,00	
977					Concrete Paring	Con-Stinct Inc.	1,170,050,00	755 100 00	0.00	0.60	255,000.00	3265	1,615,700,90	
978					Gate Operating and Accessories	Hos Moints Steel Fence Co. In	191,501,04	0.00	0.00	0.00	0.00	976	191,584 16	
979				1	Doors and France and Charms	Past Maline Glass	137,000 00	080	0.00	0.00	0.06	1006	137,000,80	
1000					Clemical Fred Accessories	Exercisenci Equipment Solution	128 H38 (M)	0.00	2000	0.00	0.00	85-	178,553.50	- 0
961		- 31			Place, Total Competendite	IBCO.	7,164 (9)		8.00	0.00	0.00	0%	2,465,00	
282					Solids Handing Pamp	D.J. General & Acoustines, Inc.	111,510 re-		0.00	0.00	0.00	150	18,500,00	
583	1010				Composite Samplers	GPM	14,253.86	0.00	0.00	13,865.83	15,865,85	177%	200.01	
384					Bolton Secci Wastewater Surrage Tunk	Great Plans Stonbury	954,000.00		6 00	0.00	6.66	0-4	954,000.00	0
985					Floor Hatches	Halliday Preducts	3,544 (4)	192.60	0.00	2,452,661	7,511.00	0.0061	8,00	192
986				. 1	Chapper Pumps and Its Alicana Emigration	of Elaporated Greedon	234,580,0h	8.00	0.898	0.00	0.00	024	178, 180 (0)	10
957					Laboratory Francius	Interative Laborator Systems	11,980.00	G 00 1	0.00	0.00	0.00	400	43,950.00	6
884					Favor-In Place Intuitation	Jover Featin Insulations, LEC	9.407.01		0.00	-0.00	0.09	0%	7,982.00	heren in seconds
389					- Parkagad Grinder Proop Stream Floor H.		15,905 (8)	0,00	0,00	15,000.00	15,500 00	100%	0.00	795
190		- 1			Site Urdities & Exterior Medianical	J.A. K. Countricinit	1,930,000 00	129,953.99	101 TH 611	215,335.58	1,051,671,16	55%	\$55,325,84	
191					SCADA	June 1	912,130.00	10,700.00	0,00	64,827.14	34,077 12	9%	879,052.86	4,203
100					Libing & Resilient Flaguing	Jim's Carpet One	19,000 00	8100	0.00	0.93	0.00	005	19,000.00	0
93					Metal Lockers	Lichming Louvest	5-355 mg		11,584	0.00	0.00	016 84%	2,355 (10)	2.056
RM					Valves	Mellen & Associates	237 604 60	(100)	1000	198,234.23	198,734,22		38,265,77 t53,149,98	2.043
999					Structural Percent Concrete	Allid-States Consuste Industries	154,750.00	0.00	10,75,0.02	e tu	40,568.02	21%	974.531.97	
196					Mertinocul	50) O'Comes Hirthanical	1,220,000 (*)	96,416.25	0.007	314,757.78	305,168.02 6.00	24%	45,762.26	13,3
197					Osetherd Cedure Dunra & Sectional On		43,782.36	11.00	9.00	169274.00	127,214,00	100%	0.00	7,229
96	_				Metal Burkling Systems	Nases Building XI stems	149.254.00	1.00	0.00	3,3(2) (0)	5.572.00	19075	0.00	193
100		- 1		1	Roof Accessmen	'vvjitsen	3.672.09	nne	0.00	94,272,00	61,312.00	196	1,735,996 00	
000			_		Graffermical Clarification, Mission Figure		1,800,268.00		0.00		0.00	076	1 537,791 00	0
01		- 1			For Serven, Sile-TAD System	Ovivo	1,517,791 00	0.00	p.60	9 99 B 00	8.00	0156	780 00	0
02				-	Concrett Paying	Parking Lot Specials	750,03		0.00	0.00	0.00	074	2,344.00	0
X33			100		Window Shades	Prenses Files	2,344,09		0.00	0.00	0.00	9%	6,451,29	0.
Q4					Elinkimeric Deck Consenues	Prer Sual Solution	4:3520		12,360,00	0.00	12,300,00	575	258,996.09	040
05					Wall Concentry & Panis Costings	BF Citatings	231,700,00	0.90	12,000,00	87.365.00	57.363.00	100%	9.00	4,978
OG.	- 1				Aluminum Step Lorg & Fabricates Metals		\$7,565.0G		0.00	0.00	12,000.00	2974	110,000 60	1,400
07			1		Steral Building Systems	SEE Constanting	167,000,00	46.000.00 116.200.09	59,840,000	113,649.44	789 600, 11	76%	514 070 36	2,400
108			100		Ман	Separture Manney of Dr.i Man.	863, TRI ON	119,200 09	0.00	0.00	0.00	0%	2,015 00	01
00	- 1				Trolled & Barth Accessories	Spor Ten Exc	2,013,001	0.00	0.00	0.00	0.00	0~e	21,717.00	0.0
10	- 1	- 6	-11		Access Control & Video Survillance	Annus Sceutic Solutions	21,717.00	6083	000	6 00	0.00	035	45,528,00	0.0
111		_	-11		Fire Supplies into	Summed Companies	0,623.00		0.00+	fi.ca	0.00	034	18,095,00	0.0
12					Host & Almorath Systems	Suprinor Come Comp		113.226.86	5.8 (4pv) HD	225,774,59	401.040.09	27"	1665,049.01	3 (119
10	_				Alvehancal	Tehin Huthers	2,257,600,600 311,000,00	0.00	0.00	0.00	0.00	074	127,700.00	0.0
14			305		Bulk Chemical Surrege Tenta	Vertor		9.00	11.00	235 537.00	335,537.00	100%	0.00	16.726.3
100	1			1000	Scotte & Grit Washer Hallow Metal Doors & France	Vulvan Industries Walsh Door	236,557,00 12,601.00	0.001	500	0.00	0.00	0%	52,691.00	0.0

Nevada WWTF

11	CONTINUATION SHILET			Application No.	14		PER 30:	July 31, 2022		
2				APPL DATE	July 31, 2022		ENGINEER'S PRO.	ECT NO.	0.60	A
2. Spen	found   1 Newsda WWH	SUPPLIES.	SCHIDISTO -		CHILD	MATERIAL .	TOTAL COMPL	*:	BALANCE	BUTANAGE
4 Sec.	NO.	SUBCOSTRACTOR	VALUE	PRICY APPL	THIS PLEIGO	TORED	& STORED.	Complet:	TO FINISH	
017	New-Elec Pougo	Zimmer & Fracesen	170,255.60	1,042.50	0.00	\$2,050.00	92,672,50	5-1%	76,182.50	4,65
D16	Gostal Work	Williams, Prothers, Court fue.	103027,295,13	3,553,613,80	4/0,292.70	1,400,00	6.427,326.50	59%	4,578,17334	361,50
1019	100000000000000000000000000000000000000	TOTALS	35,947,118,17	THUNKA, #R3, 3-2	1,134,633,58	Z, \$199, H&R, 7,7	13,629,485,17	3826	11,318,293.11	681,47

PARTIAL WAIVER OF LIEN

Application No. 14

INVOICE

405 E. Lake St. Peoria, IL 61614 Phone 309-685-5986 Fax: 309-685-8201

1222		ald To	
	BROTHER		C
	NE PERRY		
PEORI	A IL 616	103	

TOBIN BROTHERS , INC 2010 NE PERRY AVE PEORIA IL 61603

Customer # TOBINOO	O6/21/2022	893946		2958-06	2mh Gist	HSE
lavator F	Inv Date	Ship Data	Freight Terms	Job Number	Terms	
893946	06/21/2022	06/21/32	PREPAID& ADD	NEVADA WWTP	NET 25th	

.H	ORD	SHIP	B/O	PHODUCT	DESCRIPTION	NON	HET PRICE	EXTENSION
1000				5P	10" IN BELL TAYERS FOR S	Бa	3535-0000	53520.00
			Total and the second se		#D			
		And the second s	a management of the state of th		M.I. CLAIPS FIRE SIGNIFICACES DE EMPAIS FIRST IN: NE NE RECEIPT OF GOODS. NO MERCHANDISE RETURNALE DOUT ONE CONCESSION.	WE 94	Freight Misc Charc	0. ie 0.
		- Сорч		Pay By 07/2	ALL RETURNS SUBJECT TO 25% RESPORT FEE  PAST CUE INVOICES SUBJECT TO 1-1/2% INTEREST  CHANGE  CHANGE  Writer BF		Sub Total Taxable Tax (00) TOTAL	3528. 0. 0. \$3,528.

# STATE OF ILLINOIS) PEORIA COUNTY } July 31, 2022 TO ALL WHOM IT MAY CONCERN: WHEREAS, we the undersigned, WILLIAMS BROTHERS CONSTRUCTION INC. have been employed by City of Nevada to furnish labor and/or material for the building known as: Nevada Wastewater Treatment Facilities Situated on Lot: 62512 270th Street Nevada, IA 50201 in the city of Nevada, County of Story and State of Iowa NOW, THEREFORE, KNOW YEThat the undersigned, for and in consideration of Cone Million Two Hundred Forty Two Thousand Nine Hundred Sizty Two and 32/100 \$1,242,962,03 Doilars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do we hereby waive and release any and all lien or claim or right of lien on said above described building and premises under the Statutes of the State of lowar relating to Mechanic's Liens, on account of labor or materials, or both, furnished by the undersigned to or on account of the said City of Nevada for said building or premises up to and including the day of July 31, 2022 GIVEN under our hands and sealed this day and year first above written. WILLIAMS BROTHERS CONSTRUCTION INC. (SEAL) Subscribed and sworn to before me this July 31, 2022 ACQUILL acquelifie Smith, Fresh "OFFICIAL SEAL" JACOB K. LEE Notary Public, State of Illinois My. Comm. selon Excuses 66-15-2024

# Hi Line Supply Company Ltd 405 E. Lake St. Peoria, II. 61614 Phone: 309-685-5986 Fax: 309-685-8201

Sold To TOBIN SROTHERS , INC 2610 NE PERRY AVE PEDRIA IL 61503

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Page	1/1
	Pago

TOBIN BROTHERS , INC NEVADA GWTP 62512 270TH ST NEVADA IA 50201

INVOICE

Costame / CONIBOT	05/18/2022	892007	Heterence	2958-03	Snip Vis	Stran HSE
brunion #	Inv Uste	Ship Date	Freight Terms	Job Number	! Terms	
892007	05/18/2022	05/18/22	PREPAID& ADD		NET 25th	

LN	ORD	OWIY	DATY 1/0	PRODUCT	DESCRIPTION	1009	NET PRICE	EXTENSION
1	1	The state of the s		S.P	4" PLG TES	Ea	179 0000	\$179 <sub>+</sub> 0G
					#12			
				AL OX	L CLAIMS YOU SUMMITTANCES ON ENGUISE THUST BE CECUPY OF GOODS. NO PERSONNELS RETURN IT OUR CONCELLY TITME & CONVECTION FOR STANDING FOR	IANLE WITH	Herchandis Freight Misc Charg Sub Total Taxable Tax (00)	0.00

## Hi Line Supply Company Ltd

405 E. Lake St. Peoria, IL 61614 Phone: 309-685-5986 Fax: 309-685-8201

INVOICE

Sold To	
TOSIN BROTHERS , INC	
2010 NE PERRY AVE	
PEORIA 16 61503	

Page 1/1 Ship To TOBIN BROTHERS , INC 52512 270TH ST NEVADA 1A 50201

TORINGO	05/11/2023	891494	Helerance	Sustamer P10 # 2958~03	Strp Via	Simn HSE
invoice# 891494		Ship Dalic	Freight Terms	Job Number	Terres.	-
331434	103/11/2022	103/11/22	PREPAID& ADD	L	NET 25th	
TH ONLL ON	TY ONTY PRODU	CT		is the second	- VYNEWY	c/w

GN	OKU	OMEY	0N71 D/0	PRODUCT	DESCRIPTION	DOM	HET PRICE	XXTENSION
4	2	2		s»	4" FIA 90	Ξđ	124,0000	\$248.06
					*·L	***		
and the state of t				n	LL CLAIRS FOR SHORMARS OR BROOKS MIDT RE- RECEIPT OF GOODS. NO MERCHANDES RETURNING TO OUR CONCENT.  Towns 8 Conditional LL SETSON'S STANDES TO 752 ESTOCK FEE AND DATE TO 752 ESTOCK FEE	LE VITH	Merchandis Freight Freight Misc Charg Sub Total Taxable Tax (00) TOTAL	e 248.00 0.00 e 0.00 248.00 0.00 5.00 \$248.00

# Hi Line Supply Company Ltd 405 E. Lake St. Peoria, IL 61614 Phone: 309-685-5986 Fax: 309-685-8201

INVOICE

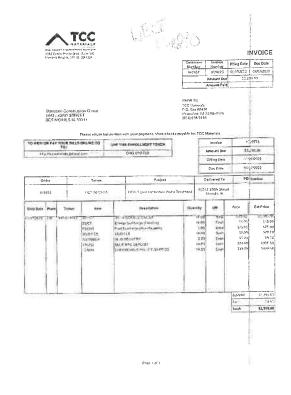
Page 1/1

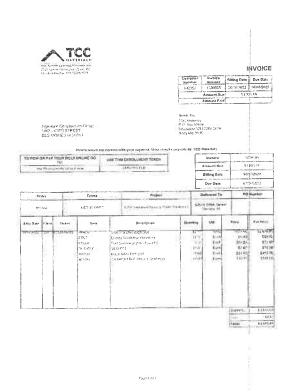
TOBIN BROTHERS , INC 2010 NE PERRY AVE PEORIA IL 61603

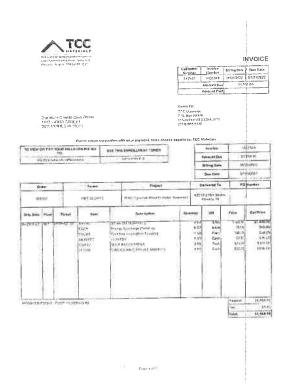
Shp To TOBIN BROTHERS , INC 2010 NE PERRY AVE PEORIA IL 51603

Customer / TOBINOO	Order Date 06/24/2022	Our Order # 894250	Heteronce	NT-2958-13	Ship Via	Sima HSE
Invoice #	Inv Date	Ship Date	Freight Terms	Job (lumber	Terms	
894250	06/25/2022	06/25/22	PREPAID& ADD	NEVADA WWTP	NET 25th	

LN	CHTE ORD	ATHS ATHS	CHTY E/O	PRODUCY	DESCRIPTION		(2004)	NET PHICE	MXTERETON
,	400	400		SP		IS DON HAY PT	250	13.5600	55064.UU
2	300	366					50 50	8,6400	22502.00
3	350	150		59	1"X+ 1/2"35		E0	8.940D	A3-39.00
2	1000	1000	í i	26		SOM HAT TIME	20	7.5680	17560.00
-	750	750		50		BOM HAN TANC		4,3300	
6	75	75		30		DUTE DOM: HOY	110	# . epati	2360.00
7	400	460		15F		H TH SNY ZINC	Ear	1.3500	11/40.00
a	300	300		SP		H 2H THIT LINE	En	X-2000	\$660.00
9	325	175		57	A SELATER		F.S.	2,0900	1783.75
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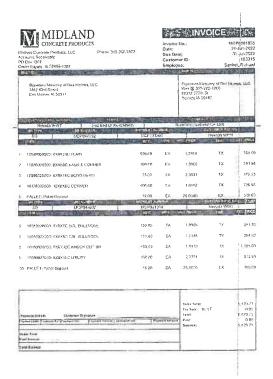


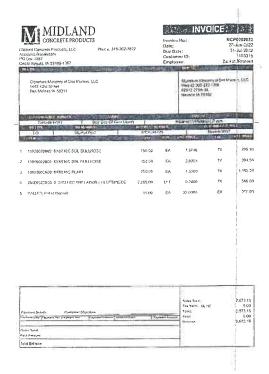
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3 TORROGRESSO, SAUNTED KNINGK OUT RD	200.00	EA	1,6800	111	591
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STREET
FORT DODGE IA 50501

SUM ATH STREET

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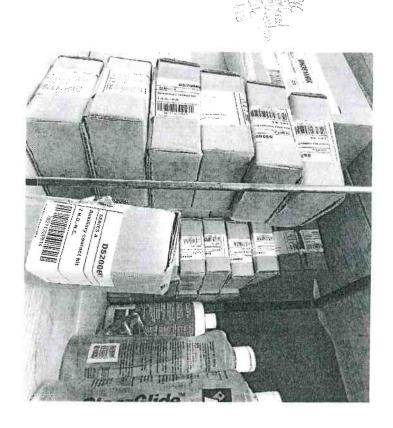
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| SHIP TO:
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FORTERRA

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J & K Contracting LLC 10703 Justin Drive Urbandale IA 30/22

500 V48015 CL

| Invoice | AlR00023498 | Invoice Date | 17/1/022 | | One Date | 87/2022 | | Fortera Order #: 77/100 F/M | Customer PO #: 21/08454 | Customer PO #: 21/08454 | Customer PO #: 21/08454 | One Briefly Order #: 01/08/09/09/21/09/2

Ship To: Novada L	NVVTP Improved	ents PH2						16	
Structure #/Description	BIB of Luding	Pieces	Feet	t nit Recaji	Retail Ext	Disc % N	er Unit Price	Est Net Price	
SASANUS			-			Access to the			
34v6.0 BW, CX4	DM(000623892	1,00	6.00	590.00	3,540 00	49%	.154 (0)	11.14 00	
\$4x1,0 Menn CX4	DM9000622892	1.00	0.00	2,850.00	2,850.00	49%	1,210,00	1.710.00	
845 8 Cyr Tp2B 27 Cone C X4	D2.10000622892	1.66	0.00	1,605.00	1.605 00	10%	963 00	96.1 00	
Gasket CX4 84 inch	DM0900622892	2,00	(1.0a)	0.00	0.93	40%	0.001	6.00	
MIT Connector, A (Call, 225)	F0M0900622892	1,00	0.00	95.00	95 00	-10":	57,00	57.00	
Atti Connector, A-Lak 425	DM0000622392	3.00	0.00	145.00	43.5 (M)	10%	37.00	36 1.95	
AHI Connector 7:4.ek C107-8	DM0000622892	3.00	0.00	115.00	345,00	40%	69.00	20.7,06	
Adjusting Ring 27x 4 inch	05/40000622892	3.00	0,00	76.00	132 60	403a	15,69	21,20	
Involces are due Net 30 Days				Retail Subl	lotal		ni denne	9,022.00	
hist Dire Amounts are subject to 3	72% Finance Charge (	dacar re		Discount			3,608.80		
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Product returns of standard its	ims must be made	withIn a 6	month	Prepaid An	nount		0.00		
neriod.				IA Exempt	Governme	nt	0.000 %	0.00	
Please contact me with any que:	tions or should you	need anyth	ina		Val Total			\$5,413.20	
ohn Sharp John Sharp@forterrabp.com.or 763-694-3252				Due Date				8/7/2022	

REMIT TO: Forterra Pipe & Precast P O Box 74008199 Chicago, IL 60674-8199

Forterra Pipe & Precast

J & K Contracting LLC 

Page: 1 of 2

FORTERRA

5010 MORRIN 02 | Invoice | MR66013406 | Invoice Duter | 6/28/2022 | Due Dater | 7/28/2022 | Forterra Order #: 7721801Pb41 Customer PO#: 2108NV Customer#: 553890 Delivery Order#: DA10800 553890 DAI0000619566

J & K Contracting ELC 10703 Justin Drive Urbandale IA 50322

Ship To: Nevada I.	A - WWTP Improvem	ients PH2					7	
Structure #file-cription	Bill of Lading	Pieces	Feer	Linic Refair	Remii Est	Disc %	Net Unit Price	Ext Net Price
SASANIO		-				-	i	
48x2,0 Monain1/2 P2	DM0000619566	1.00	0.00	903.00	203.00	40%	541,00	541.80
48x8 Ger TpZB 2X3 Cone P2	DM0000619566	€:00	0.00	505.00	505.00	40%	303,00	303.00
Gasket P2 48 inch	DMI0000619566	1.00	0.00	0.60	0.00	40%	0.00	0.00
MH Connector A-Lok 325	DA40000619566	1.00	0.00	95.00	95.00		17.00	57.00
Adjusting Ring 2x3x 4 inch	DM0008619566	1.00	0.00	94 00	94.00		36,40	55,40
SASAN09							= 51411	20190
84x3.0 Mone CX4	DM0000619566	1.00	0.00	2,850.00	2,850.00	40%	1,710.00	1.710.00
84x8 Cvr Tp2B 27 Conc CX4	DM0000619366	1.00	0.00	1,605.00	1,665.00	40%	963.00	961.00
Gasket CX4 84 inch	DM0000619566	1.00	0.00	0.00	0.00	40%	0.00	0.00
MH Connector A-Lok 425	DM0000G19366	2.00	0.00	145.00	790.00	10%	87,00	174 00
MH Connector 7-Lok C107-8	DA49900619366	3.00	0.00	115.00	343.00	40%	69,00	207.00
Adjusting Ring 27x 4 inch	DM0099G19566	2,00	0.00	76,00	152.00	40%	45.60	61.30
SASANO6 RE-2						,	13,110	~1,10
60x4 # Mosoln I/2 P2 Lur	DM0000619566	1.00	0.00	4,410,00	4.410.00	40%	2,646 00	2.646.00
Casket P2 60 inch	DM0000619566	1.00	0.00	0.00	9.00	40%	0.00	0.00
MH Connector A-Lok 1040	DM6000619565	2.60	0.00	515,00	1.030.00	40%	349.00	618 00

Forterra Concrete Products, Inc doa Forterra Pipe & Precast



BRANCHES LOCATED IN; BETTENDORF - DES MOINES - OMAHA -PERU,IL - SIOUX CITY and WATERLOO REMIT TO: PO Box 1290 Bottondorf, IA \$2722

Involce No 20051085-002 07/06/2022 Page; 1 of

INVOICE

Reference

--For Credit Card Payment, call: (563) 355-5376 / (800) 541-8356

Sold To:

J&K CONTRACTING LLC 10703 JUSTIN DR URBANDALE, IA 50322

G/O JOB #2108NV CITY OF NEVADA, IA WWTF 62650 278TH ST

NEVADA, IA 50201

P.O. No.: 2106NV WWYF NEVADA, IA

Phone: 515-223-6500 Fox: 515-278-2391

HIJOHNY DATE	20051085-002 69110	DOUG-82	PICK	(IIP	07/	06/2022 D200	510852
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DP803311	36° PS 115 SDR-26 HEAVY WALL SEWER PIPE	84	84		FT:	318.07	26,785.08
Bill Code: R0	** D9S #'a = SPECIAL ORDER - NO RETURN **	1	1			.00	0.00
60\$CH018	1" X 20" SCHRO PVC PIPE	520	0	520	FI	2.75	0.00
803CH038	3" X 20" SCH80 PVC PIPE	280	0	280	FT	8.50	0.00
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"Special Order items are nonreturnable "Reslocking charges may apply on office returned goods. "A monthly service charge of 1.5% may be assessed on bilances past 30-days from involve dete."

Invoices are due Not 30 Days Retail Sublotal Discount Net Price Past Due Amounts are subject to 1 1/2% Finance Charge per month 7,307,40 Please make sure your account befance is brought current and in good standing. Freight Charge Misc Charges 0.00 Product returns of standard froms must be made within a 6 month Prepaid Amount period. 0.00 IA Exempt Governme Net Total 0.00 \$7,367.40 0.000 % Please contact me with any questions or should you need anything John Sharp... John.Sharp@forterrabp.com or 763-694-3252 7/28/2022

To ensure proper credit, please detach this portion and return with remittance

Forterra Pipe & Precast

REMITTO: Forterra Pipe & Precast P O Box 74000199 Chicago, IL 60674-8199

J & K Contracting LLC Customer #: 553890 Invoice: MR00023406 Invoice Date: 6/28/2022 Due Date: 7/28/2022 Amount Duc: Amount Exclused:

Fortorra Concrete Products, Inc dba Forterra Pipe & Precast



BRANCHES LOCATED IN: BETTENDORF - DES MOINES - OMAHA -PERU,IL - SIOUX CITY and WATERLOO

REMIT TO: PO Box 1290 Bellendorf, IA 52722

Involce No.: 20050035-001

INVOICE

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--For Credit Cord Payment, call: (563) 355-5376 / (800) 541-8356

Sold Yo:

PLMJ24DI

24" DI MJ PLUG

J&K CONTRACTING LLC 10703 JUSTIN DR URBANDALE, IA 50322

Ship To:

C/O JOB:CITY OF NEVADA WASTEWATER TREATMENT FACILITY 92600 - 270TH STREET NEVADA, IA 60201 5010

P.O. No.: 2108NV WWTF NEVADA, IA

Pirone: 616-233-5500 Fax: 615-276-2351

Order No./Rel. Discopiling WYM JOSSODIE 8" X 8" DI MJ WYE L/ACC 198.95 506.85 0° CI MJ 90 ELBOW DACC 104.24 038,10 6° DI MJ 45 ELBOWL/ACC SSB 34 EΑ 6" DT MJ 22-1/2 ELL SSB L/ACC 10 £Α 78.35 783.60 6" X 6" OI MJ TEE L/ACC SSB TEMJOSOODIN EΑ 150.57 002.28 45**/1J04DIL** 4" DI MJ 45 ELBOW L/ACC SSR EΛ 65,19 490,71 4" DI MJ 22-1/2 ELL SSB L/ACG EΑ 53,14 212.56 4"DI MJ (1-1/4 ELL UACOS EΑ 47.G0 ns 30 12° DI MJ 90 ELBOW L/ACC SSD EΑ 788,52 FREIGHT > UECO XP EA 0.00 8" DI MJ 90 ELBOW DACO SSB 152.82 162.62 6" DI MJ 45 ELBOW LIACC SSB ΕA 121.95 121.90 8° DI MJ 22-1/2 ELL SSB IJACC 22MJ08DH ĒΑ 119.23 110.23 4515J12DE 12" DI M.º 45 ELBOW L/ACC SSB EΑ 404.93 1,214,79 1119312016 12" DI MJ 11-1/4 ELL 550 EΑ 246.27 245,27 TEMJ1200DH 12" X 12" DI MJ TEE WAC EΑ 648.13 1.200.20

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	J&K CONTRACT		INVOI			Im	volce No.: Date: Page:	20060035-001 05/26/2022 2 of 3
	Properties	(Cartifolia)	Criteria	t-itiges :	26	USM	Unit West	Catalin cat
	REMJ126aDIL	12"X 6" DI MJ REDUCER L/ACC GSB	4	1		EA	286.10	266.19
	#0MJ04DIL	4" DI MJ 90 ELBOW LIACC 6SB	8	5		EA	68.00	330.45
	INTW 198DL	0° OI MU PLUG	2	2		EA.	e2.0a	125.38
	TEMJ0400DIL	SRB DI MJ TEE LIACO	3	3		ĕΑ	68,57	266.71
	R3EB0004DKL	6" X 4" DI SEN REDUCER L/ACC 98B	;	1		EΛ	94,70	94,70
	14MJB8DIL	6" DI MJ 11-1/4 ELL 9SB L/ACC	3	3		EΑ	80.40	241.20
	48MJ1aDIL	18" DI MJ 45 EU. L/ACC 89B	2	2		EA	860.12	1,778.24
	90MJ16DIL	18" DI MU 00 ELL L'ACC	2	2		EΛ		
	MURSUSANIL	24" DI MJ 90 ELL LIACO	8	3	2		1488,26	2,912.60
	CP24DIL	24" DI CAP LIACG SSB	1	4	- 4	₽A	2103,41	8,580,23
	90MJ100NL	10" DI MJ 90 ELBOW L/ACC 8SB	5	5		EA EA	778.32 265.03	778.32 1,325.16
	45MJ10DfL	10" DI MU 45 ELBOW L/ACC S\$3	7	7		EA	175.78	1,230.46
	22MJ10DH.	10" DI MJ 22-1/2 EL \$58 U/ACC	f	1		EA	170.33	170,33
	11MJ10OIL	10" DI MJ 11-1/4 ELL 6SB L/AGC	1	1		EA	177.62	177.82
	90%J20DIL	20" DI MJ 90 ELL LIACG	1			EΛ	1430.09	1,430,69
	4EMJ200KL	20" OF NAT 46 ELL LANCO 538	12	12		EA	1049.91	12,596.02
	PLF#J20D#	20" DEMJPLUG	1	1		EΛ	732.03	732.03
	TEM-Henobil.	18" DX MJ TEE L/ACC 850	1	1		EA	1078.61	1,978.51
1	PLMJHAIN	16" DI JAJ PUUG	1	٥	1	EΛ	887.69	0.06
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Z	DNS03142	DACC VIZ DOWESTIR	1	1		€A	4524,62	4,624.62
	09503143	30° DI MJ X PE 00 DEG ELBOW L/ ACG AIG DOMEGTIC C118	1	1		EA	11144.22	11,144.22
٢	P303144	30" X 24" DI MU WYE U ACC AIS DOMESTIO C110	f	t		EΑ	33104.32	33,104.32
C	<b>#903147</b>	30" X 24" DI MJ REDUCER LI ACC AIS DOMESTIC	1	1		EΛ	2100.02	2,180.62
D	9803148	24" X 18" DI MJ REDUCER L/ ACC A/8 DOMESTIC	1	1		EA	1099.61	1,000,61
D	9503(49	18"X 14" DI MJ REDUCER LJ AGG AIS DOMESTIC	1	1		ŒΑ	642.05	642.95
D	9893(60	20" X 18" DI MJ REQUCER LI AGC AIR DOMESTIC	2	2		ĒΑ	735.52	1.471.04
48	MARSODIL,	30" MJ 45 ELDONY(USA)	2	2		EA	3580.78	7,170,52
n	9002824	6' DOMESTIC ALS MJ 90 DEG ELBOW UNLINED LESS ACC STANDARD TAR COATING	4	4		EA	104.24	416,90
TO	2002262	DOMESTIC 10" NJ 00 BEND AIS UNLINED INSIDE WITH BLACK TAR COATING ON THE OUTSIDE	4	2	2	EA	265.83	590.00

UNLINED IN, T/C OUTSIDE 4" MJ RESTRAINT FOR PVC DOMESTIC 6" MJ RESTRAINT FOR PVC DOMESTIC 130 11G8PV If MJ RESTRAINT FOR PVC DOMESTIC 1112PV 12" MJ RESTRAINT FOR PVC DOMESTIC 10 8" MJ RESTRAINT FOR DIP DOMESTIC 10" MJ RESTRAINT FOR DIP DOMESTIC 14" RESTRAINT FOR DIP DOMESTIC 10" MJ RESTRAINT FOR DIP DOMESTIC 1118 1120 20" MJ RESTRAINT FOR DIP DOMESTIC 1124 24" MJ RESTRAINT FOR DIP 30° MJ RESTRAINT FOR DIP DOMESTIO 1130 " DOS #5 = SPECIAL ORDER + NO RETURN " Bill Code: 80

J&K CONTRACTING LLG

"Special Order liams are nonreturnable." Hestoraling charges may apply on other returned goods, "A monthly service charge of 1.5% may be assessed on balances past 30-days from throttle date."

CFG220022 12 01 JANA

INVOICE

invoko No.; Date; Page;

EA 29.83

ēΑ 43.85

ĔΑ 87,12

ΕΛ 25,43

EA 98.20

EΛ 100.07

٤٨ 246.74

Sub Total:

Total:

24,44

62,93

342.64

.on

20050036-001 05/26/2022 3 of 3

4,118.57

203,10

1,055.28

609.18

1,420.11

2,765.60

7,640.04

4,454.32

0.00

0.00

133,718,30

\$ 133,719,30

INVOICE

139

27

14

31



BRANCHES LOCATED IN:
BETTENDORF - DES MOINES - OMAHA PERU,IL - SIOUX CITY and WATERLOO
REMIT TO: PO Box 1290
Battendorf, IA 52722

Invoice No.! 20049793-002 Date: 04/15/2022 Page: 1 of

INVOICE

\$ 64,730.06

-For Credit Card Payment, call: (563) 355-5376 / (800) 541-8356

Sold To:

J&K CONTRACTING LLC 10703 JUSTIN DR URBANDALE, IA 50322

CIO JOB: 2108NV CITY OF NEVADA, IA WYTE 62550 270TH ST NEVADA, IA 50201

P.O. No.: 2108NV WWTF NEVADA, IA Terms

RJ18660IB

Phone: 515-233-5500 Fax: 515-278-2351 4" X 20" DR18 CERTA-LOK C908 RJ PIPE W/COUPLING & SPLINE 5"X 20" DR16 CERTA-LOK C900 INTEGRAL BELL BJ PIPE 5460 4660 12.02 59.997.60 6" X 20" DR 18 GERYA-LOK C930 INTEGRAL BELL RJ PIPE 240 FT 4.728.00 19.70 Sub Total 64,733.06

> 5010 2108 NV  $C_2$

"Special Order items are nonreturnable." Restocking charges may apply on other returned goods. "A monthly service charge of 1.5% may be assessed on balances part 30-days from Invoice date."

ROTOTE WITH MAN



BRANCHES LOCATED IN:
BETTENDORF - DES MOINES - OMAHA
PERU, IL - SIOUX CITY and WATERLOO
REMIT TO: PO Box 1290
Bottendorf, IA 52722

20051104-000 04/22/2022 1 of 4 Page:

-For Credit Card Payment, call: (563) 355-5376 / (000) 541-8356

J&K CONTRACTING LLC 10703 JUSTIN DR URBANDALE, IA 50322

C/O JOB #2108NV CITY OF NEVADA, IA WWTF 82850 270TH STREET NEVADA, IA 50201

5010 UCSNV CZ

P.O. No.: 2108NV WAVTF NEVADA, IA

Phone: 616-233-5508

	WINTE NEVADA, IA			Fax: 8	18-278-2361		
Terms	Order No./Rol.	Gustomer No.	SalesRep	Ship Via	Roq.	Dalo F	Reference
NJOHNV DATE	20051104-000	89110	DOUG-62	DM TRUCK	03/29		220051104
Product No.			District	inhied Be	00 - (409)		CHUPPE
703010	7030Z EJ FRAME		ă	6	EA	184,12	\$20.B
7030T#	7030 TG EJ BACK	(3" (RADIUS)	5	5	EA	105.26	528,3
7030018	7000 MO VANE GE	RATE	5	s	EA	130.09	060.4
V1600-3	EJ V1000-3 FRAM TO MEET IDOT SI TYPE G		3	3	EA	96,10	276.0
V1690-3CDNW	EJ V1880-3 COVE MARKED "DUMP! DRAINS TO WATE	10 WASTE	3	а	EA	104.13	312.3
R435113000	R-4351-13000 18"	BEEHIVE GRATE	1	1	EΛ	140.35	148,35
D9S03276	GPK 36" SDR26HV	V GASKET 46 BEND	1	1	EA	4680.00	4,530,D
D0803276	GPK 30" SDR28HW	V GASKET 22 BEND	1	,	EA.	4500.00	4,600.0
CVALIBBL.	B" KENNEDY #757 VALVE, OIL, SS DO AGC CS16		10	10	EA	724.87	7,218,70
(AB)04F	4" KENNEDY #7571 VALVE, O/L, 88 BC ACC C518		а	3	EA	452.33	1,356,96
MAKV48	KENNEDY/CLOW V ADAPTER FOR 4*4		13	13	EA	37.34	485,42
02/83	35° CI VB BOTTOM SCREW TYPE (695	SECTION SERVES)	14	14	EV	85,00	1,190,00
03VB9	20" CI VB TOP SEC SCREW TYPE ULIC		14	14	EΛ	P2.00	1,250.00
IVBL	8-1/4" Va DROP LID	MATER	13	13	EA	14.00	182.00
4V6L	5 f/4" V.B. DROP LII "SEWER"	D	1	1	EA	15.90	15.00
OVBS	#80 CI VB EXT SCR	EW TYPE	13	13	EA	63.18	621,34
108PV	6" MJ RESTRAINT F DOMESTIG	OR PVG	10	10	EA	28.83	216,30
CBINGOS	6" DOMESTIC CORE	DLUE CK (AIS)	65	5.5	EA	10, fo	1,030,50
ATEROU340STORZ	5 FT BURY WATERO	MJ SHOE	6	0	S EA	2350.00	0.00

J&K CONTRACT	TING LLC	INVOICE			Invo	lce No.; : Date: Page:	20051104-000 04/22/2022 2 of 4
Vieta Pia	(dipheninting)	Onleter Tr	MATERIAL STATES	00	NO-M	und Price	Enjament 1
TWISBOX	TRACER RECEPTACLE BOX #TW18	б	- 6		EA	19,74	28,70
1104PV	4" MJ RESTRAINT FOR PVC DOMESTIC	10	19		EA	24.44	484.38
DCB(MG64	A" DOMESTIC CORE BLUE BOLT & GASKET PACK (AIS)	10	19		EV	14,02	256.38
CPT04DIL	4°X 2" DI MJ TAPT CAP L/ACC 998	1	1		£Λ	76.78	70.76
PLTP042DI	4° X 2° DI NU TAPT PLUG GSO	1	0	1	EA	84.73	0.00
111842820021	2" H15428 CPLG COMP X MP LOW LEAD	2	2		EΑ	124.74	210.48
91154B1200N	2" H16451 CPLG COMP X FIP LOW LEAD	7	7		EA	143.37	1,003,59
10200711	2" X 3/4"BR HEX BUSHING LOW LEAD	12	12		EA	15.68	186.98
BN0700C	3/4" X GLOSE BR NIPPLE LOW LEAD	20	20		EΑ	3.42	65,40
B20263875N	3/4" B20283 BALL CURB FIP X FIP LOW LEAD	12	12		£Λ	56.00	794.10
8881550LR	G 1/2" AY 6801 ARCH CURB BOX UROD	12	12		ĽΛ	48.70	488,40
\$\$566042	42* (1880 STAINLHSS STEEL CURD BOX ROD	16	16		EΛ	22.08	030.00
B9EGG7N	3/4" BRASS STREET 90 ELL. LOW LEAD	12	12		EΑ	9.43	113.62
6Y34YDHYD	6' BURY YARD HYD 3/4" INLET	12	12		EA	357.04	4,204.48
TTMJ0402DIL	4"X 2"DIMJ TAPT TEE L/ACC SSB	8	8		ĒΛ	122,00	610,30
401020	2" SCH40 SAVITEE	9	0		EΛ	2.00	16.00
406020	2" SGH40 SWI 90 ELBOW	12	12		EΛ	1,02	10.44
417020	2° SCH40 SAW 45 ELBOW	11	11		EΑ	2,34	25.74
92851C	1* SCHEO S/W CPLG	25	28		EA	2,60	07,60
010008	1* BCH60 5/W 60	6	3		EΛ	2.13	12.78
817010	1" SCI 100 SAV 45	10	2	6	EA	4.43	8.66
H16428075N	3/4" H15420 CPLO COMP X MP LOW LEAD	0	в		EΑ	14,20	
POLYC0751	3/4" X 100' CTB BLUE 260# 30R 9 NUUE	700	700		FT	,30	210.00
3886000200	0 X 2" AV/AVA 3005 EADDLE (C-800)	1	1		ĘΑ	110,00	110.00
4791B44200H	2" AY 747618-14 CORP ANYWA X PVC LOW LEAD	1	1		EΛ	320.00	320,00
701084420811	AY 2' 76103-44 PVG CURB STOP	3	3		EΛ	440.00	1,320.00
8601880FLf	5 1/2" AY 5001 ARCH CURD 50X L/ROD	3	3		EΛ	38.30	108.09
	ITEM BLOW IS TO COMPLETE ABOVE						
09583334	AY 5700EBASE ENLARGED BASE	3	э		EΛ	50.C	
80R3 P8X;08	4° SDR 36MH BOOT (6° HOLE) PRESS SEAL	2	2		EΥ	99.0	
9210004	4" SDRZS HW 45 ELL GXG	1	1		EA	14.1	
<b>#680006</b>	4" STIR28 HW 11 ELL OXG	1	1		EA	50.0	0 20.00

Jak Contracti	NG LLC	INVO	E		Invi	Dato: Page:	2005111 04/2 4 of	04-000 2/2022 4
Profession .	Detroited to	Ordered	stilyant.	line =	Liber	Umn Filen		(inter
00015/024	24" DOMESTIC CORE TILUE BOAT & GASKET PACK (AIS)	13	0	13	EΛ	05,44		0.00
OCU18930	30" DOMESTIC DORE BLUE BOLT & GASKET PACK (AIS)	24	0	24	EA	216.14		0.00
Dill Code: 60	"DOS #4 = SPECIAL ORDER - NO RETURN"	1	1			.00	1	0.00
090F	FREIGHT = URCO XP	1	1		EΑ	30,		0.00
			3.00	Sub Tota	AU:		64	,865.64
				Total:			\$ 54	,655.04

				WALL SEWER PIPE		-	0	* 1	316.07	0,00	
			C525.1120	12" X 20" SJ CL52 Dt PIPE	+0	0	-in	FT	40.10	0.00	
			C52SJ0G0	€ X 30' SJ CL52 DI PIPE	40	0	40		17.00	0.00	
			C52TR060	5" X 20" CL52 TR FLEX DI PIPE	220	0	220	FI	73 84	9.00	
			04SDR231	4" X 14" GASKETED SDR23,5 PVC PIPE	168	168		FT	3.23	542,54	
			06SDR231	6" X 14" GASKETED SDR23.5 PVC PIPE	14	14		EŢ	7.91	98.14	
			C575J160	18" X 20" SJ CL52 DI PIPE	20	0	20	FI	54 00	(R; D	
			805CH010	1" X 20 SCH60 PVC PIPE	520	0	520	ΕŢ	2.75	0.00	
			805011030	3" X 20" SCHOOP VC PIPE	200	D	280	FT	8,50	0.50	
							Sub Total		0.50	27,551.02	
							(0101;			\$ 27,551,92	

<sup>&</sup>quot;Special Order liens are noncolumable. "Restocking charges may apply on other returned goods. "A monthlity service charge of 1.5% may be assessed on balances post 30-days from involve date."

OMENTEEN 1281 JAVA

J&K CONTRA	oring ETC	INVOICE	Ē		Inv	olce No.: Date: Page:	20051104-000 04/22/2022 3 of 4
President N	n Deministra	Craft of	uny pine	p/a	UDM	Car Nice	Salara in the
2110004	(* SW SEWER CAP	2	2	-	EA	1.76	3.6
827930	3" SCH80 3AV CPLG	14	14		EA	12.03	108.4
30603q	3" SCH80 SAW 90	12	10	2	EA	8.56	80.69
89501022	3" PVC SCH86 SW CAP PART# 847-036	3	2	-	EA	18.10	36.2
104810	1045Z EJ FRAMS	4	4		EΛ	144.80	679.4
10482039	1040 AGS EJ LIO MARKED "SANTARY SEWER"	4	4		EΛ	110.85	475,40
1276	27" X 5" WALL ISI BARRIER	4	4		EA	195.00	784,0
V2655F	V6085 EJ FRAME	1	1		EA	460.00	450,00
/5885G	VI066 EJ GRATE	1	1		EA	.00	0.00
00803277	30" SDR20 SIA'R REPAIR CPLG GXC GPK # 106-0030	1	1		EA	2502,00	2,582,00
H.U.110DI	10° DI NA PILUGI	2	2		EA	128,03	257.28
09803278	1"X 6" 304 SS NIPPLE	2	2		EA	10.67	21.34
9803280	1* 304S9 80 DEG BEKD	4	4		EΑ	8,14	32,60
9803281	1" X 12" 99 NIPPLE	2	2		EΑ	20.07	41.34
0303282	1" X CLOSE 304 SS HIPPLE	2	2		EA	3.20	0,56
6902283	1' SS THRO BALL VALVE C60178802 & COTAM	2	2		EA	160.67	310.14
OLY01	81" X 22" PERF POLYWRAP (36"-42" DIP) 110 FT ROLL	110	110		FT	1,25	137.60
DLY87	07'X 22'PERF POLYWRAP (30' DIP) 164 FT ROLL	550	220		FT	1.85	409.2
DEAR4	64"X 22" PERF POLYWRAP (24" DIF) 220 FT ROLL	440	440		FT	.83	365.21
X.Y27	27" X 22" PERF POLYWRAP (12" DIP) BLACK 448 FT ROLL	650	680		FT	.42	277.2
TAPE	ROLL POLYMRAP TAPE (2" X 100)	72	72		ĘΑ	4.14	298.00
9802633	0" MJ FKM GASKET	14	14		EΛ	107,00	1,408.00
0903278	10" MJ FKM ØARKET	10	19		EΛ	166,00	2,064.00
CB1MG04	4" DOMESTIC CORE BLUE BOLT & BASKET PACK (AIS)	09	37	32	ŒA	14.02	618.7
CB/MG08	0, DOWESLIC COLE BITTE 0, DOWESLIC COLE BITTE	105	(14	101	£A	21.00	1,344.00
001MG00	0" DOMESTIC CORE BLUE BOLT & GASIGET PACK (AIS)	6	6		EA	22.06	132.30
CRIMO10	10" DOMESTIC CORE BLUE BOLT & CASKET PACK (AIB)	47	10	37	EA	30,00	300.00
ON1MG12	12" DOMESTIC CORE BLUE BOLT & GASKET PACK (AIB)	19	19		EA	31.21	692.09
Th1MG14	14" DOI/JESTIC CORE BLUE BOLT & GASKET PACK (AIS)	3	3	101	EΛ	40.78	140.3
R1M010	10" DOMESTIC CORE BLUE BOLT & GASKET PACK (AIS)	14	60	4	EΛ	60.10	661,00
GB1MG20	20' DOMESTIC CORE BILLE	31	20	4	-	c2.04	101740

		BETTENDOR PERUJIL - SIG REMIT TO: PO	S LOCATED IN F - DES MOINES PUX CITY and WA D Box 1290 ellondorf, IA 52722	OMAHA TERLOO		Inv	oice No ! Date	20051089 05/05/	5-000
	Equipment Anpony		ord Payment, call; 8 / (800) 541-0356				Page:	1 of	1
	Sold To:			Ship To			Ē.	iolo:	
	J&K CONTRACTING LLG 10703 JUSTIN DR URBANDALE, IA 50322			C!TY O! WWTF : 62650 2	B #21081 F NEVAD PH2 707H ST A, IA 502	A, IA	1.	C 2	
P.O No.	2108HV WAVIF PH2 NEVADA			Phone Fax:	515-233				
Terms	Order No./Rel.	Customer No.	SalasRea	Ship Vi	615-278	-2351 Req.	Date	Reference	
HISDAHY D	114 10031003-000	89110	DONG-65	DM YRL		03/29		D20051085	
BEST OF	LANS MAN DES	arigition;	Cristal Sh	pre	F (1)			TAME TO THE T	NAME OF
D9S03396	30" X 14 GSKTD PA SEWER PIPE (PS46		168	169		FT	160 15	CONTRACTOR OF STREET	010.24
D9503311	30" PS 115 SDR-26 WALL SEWER PIPE	YVV3H	84	0	6-1	FT	318.07		0,00
C523,H20	12" X 20" SJ CL52 D:	PIPE	40	0	40	FT	40.1a		0.00
C52SJeG8	fr X 20' SJ CL52 DI	blise	40	0	40	FT	17.00		0.00
C52TR060	5" X 20" CL52 TR FU	EX DI PIPE	220	0	220	FT	73.84		0.00
04SDR231	4" X 14" GASKETED PVC PIPE	S0833.5	108	168		FT	3.23		142,54
06SD#231	6"X 14" GASKETED PVC PIPE	SDR23.5	14	14		FŢ	7.51		98.14
C575J180	18" X 20" SJ CL52 D1	PIPE	20	0	20	FI	54.00		0 30
805CH010	1" X 20 SCH50 PVC	PIPE	520	0	520	FT	2.75		0.00
80SCI1030	3" X 20" SCH60 PVC	PIPE	200	D	280	EY	8.50		0.00
					ub Total;		0,50	27,55	-
				T	otal:			\$ 27.55	

19/22/2021 +1 41 st /:

<sup>&</sup>quot;Special Order items are nonreturnable." Restocking charges may apply on other returned goods. "A monthly service charge of 1.5% may be assessed on balances past 30-days from twices date."



BRANCHES LOCATED IN:
BETTENDORF - DES MOINES - OMAHA PERU,IL - SIOUX CITY and WATERLOO
REMIT TO, PO Box 1290
Bettendorf, IA 52722

INVOICE

Invoice No. 20049793-004 Date: 04/19/2022 1 of 1

--For Credit Card Payment, call (563) 355-5376 / (800) 541-8356

Sold To:

P.O. No.: 2108NV WWTF NEVADA, IA

J&K CONTRACTING LLC 10703 JUSTIN DR URBANDALE, IA 50322

C/O JOB #2108NV CITY OF NEVADA, IA WWTF 62650 270TH ST NEVADA, IA 50201

Ship To:

Phono: 515-233-5500 Fax: 515-278-2351 

INVOICE #20049793-002 THIS ITEM WAS BILLED FOR ONLY ONE FOOT, A FOTAL OF 1640 WAS DELIVERED, SORRY FOR THE INCONVENIENCE.

Sub Total: Total

12,225.94 \$ 12,225.94

5010 2.10811 C

""Special Order items are nonreturnable, ""Restocking charges may apply on other returned goods, ""A monthly service charge of 1.5% may be assessed on balances past 30-days from invoice date."



CARNEY and COMPANY, INC. 636 Schneider Drive South Elgin, IL 60177

Phone 847-931-4440 Fax 847-931-4498 www.carneyandco.com

Bill To WILLIAMS BROS CONSTRUCTION, INC RE: NEVADA WASTEWATER TREATMENT PO BOX 1366 PEORIA I 61654 Invoic

Date Invoice # 7/20/2022 202207044

Ship To WILLIAMS BROS CONSTRUCTION, INC. C/O NEVADA WASTEWATER TREATMENT 62512 270TH STREET NEVADA IA 50201

P.O. Number	Terms	Due Date	Rep	Via		Ours	
2775-542	NET 30 Days	8/19/2022		UPS		MMML	
Quantity		Description			Price Each	Amo	unt
	2 FIRE EXTINGUISHE	ER CABINET					
	OUT-OF-STATE MA FREIGIN	TERIAL			416.12 83.63		416 83
F ARE NOT AUTHOR	RIZED TO COLLECT SA	LI ES TAV IN IONA	A ANN TAY OF	P. M. Company			
OUR RESPONSIBILIT	ry	ILLS TAX IN ROW)	IL ANT TAX DO	JE WOST BE	Total		S54M

	JEOR RIS REBAR		Harris Rebar				PSI417375A
Customer PO N 2769-542	0.1	Sales Order No.: SO165052A	Payment Ter Not 30 Din		Payment 11	rikad	07/19/22
Freight:		Shipping Agent:	M. P. Commission		Business Units Maxings		100
	719 ms Braihers Canstruc : charyl.bruns@wbai.u			Ship-To:			
Description:	Nevada WWTF	Material PA#13					
	00521069 FF	P - Nevada WWTF Imo	provements - Phase	2			
Job Number:		rie-cad rivir mip					
	Description				Quantity	Unit Price	Line Amil. (Excl. Tax)
Rem No.	Onscription Oxidation Ditche				Quantity	Unit Price	Line Amt. (Excl. Tax) 22,717.39
REBAR-B		ış (Reinf		. Fernanci	Quantity	Unit Price	
REBAR-B AEGAR-B Subtotal:	Oxidation Ditche	ış (Reinf			Quantity	Unit Price	22,717.39

Shipping Per;	Accepted Pers	
		(Flast Part)

Please Contact Bronda Vander Pol 641-792-7142 ext 2050

A Service Charge of 1 1/2 % per Month (18% Per Annum) will be Charged on Overdue Accounts

Remit To: Nucon Harris Rober Midwest LLC 1342 South Grandstall Drive Auburn, IN: 46709

Customer Copy



invoice

6/29/2022

Invoice Number

IE-6600

Bill To

Ship To

William Brothers Construction Attn; Accounts Payable PO Box 1365 Poorin, IL 61654

Williams Brothers Construction Attn: WWTP Facility Impr 62512 | 270th St Navada, IA 50201

Renal lo: GPM Environmental Solutions, ELC 19633 County Road 26 Blair, NE 68098

Please make check payable to: GPM Environmental Solutions, LLC

_	201.4		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	l	7	Section 1	-	0.8
	27# p.54		No. 39		6/28/2072	Defected		
Ou_	Hem Code			Description			Price Sa	Amount
2	1500	68-5800-001 5800 Refriger	ated sampler	""			5,958 40	11,916,80
2	15(3)	62-5800-609 L-horde Con	figuration				195.70	391,40
?	1800	60+9004+3 <b>79</b> 378 inch 112 x	25 ft, long vmyt s	action line.			119.70	239,40
2	ISCO	68-5890-011 1 = bottle conf	iguration				208.00	416,00
i	ISCO	68-1680-058 3/8 mch vinyl	suction line = 100	fr <sub>ii</sub>			90,25	90.25
1	FREIGHT	Freight Cests					31206	812.00
		100000000000000000000000000000000000000						
napk	you for your built	10,05			Tota	1	1.1	3,865.85

Item# 9E
Date: 81812022

HRGreen.

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

HRGREEN.COM

August 1, 2022

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

Re: Nevada WWTF Improvements - Phase 3: Recommendation on Contractor's Application for Payment No. 6

### Dear Jordan:

Attached is an electronic copy of Payment Application No. 6 from Boomerang Corp. for the Nevada WWTF Improvements – Phase 3 project. Items included in this application are summarized as follows:

- Division 01 General Requirements: Toilets/Dumpsters/Etc., SWPPP/Erosion Control;
- Division 02 Existing Conditions: No work completed this period;
- Division 03 Concrete: Lift Station Reinforcing and Concrete;
- Division 04 Unit Masonry: No work completed this period;
- Division 05 Metals: Embeds/ Lintels Labor and Materials;
- Division 06 Rough Carpentry: No work completed this period;
- Division 07 Thermal & Moisture: Bentonite Waterproofing and TPO Roofing;
- Division 08 Doors and Hardware: Hardware;
- Division 09 Finishes: No work completed this period;
- Division 10 Specialties: No work completed this period;
- Divisions 22, 23, 35 Plumbing/HVAC/Gates: No work completed this period;
- Divisions 25, 27 Integrated Automation, Comm.: No work completed this period;
- Division 26 Electrical: No work completed this period;
- Electronic Safety and Security: No work completed this period;
- Division 31 Earthwork: Excavation, Dewatering;
- Division 32 Exterior Improvements: No work completed this period;
- Division 33 Utilities: No work completed this period;
- Division 41 Materials Processing: No work completed this period;
- Division 43 Process Gas, Purification: No work completed this period;
- Division 46 Water and Wastewater Equipment: No work completed this period.



Revisions made to the payment application and corresponding rationale are as follows:

Item #	Description	Comment/Rationale
21	Lift Station Reinforcing Labor	Submitted amount exceeds percent completed per HRG review thru pay app period. 15% completed
22	Lift Station Concrete Materials	Per HRG calculations, 18% of total concrete volume has been placed thru pay app period
23	Lift Station Concrete Labor	Per HRG calculations, 18% of total concrete volume has been placed thru pay app period. Labor shall be equal.
23	Lift Station Concrete Labor - Retainage	Was not included
37	Embeds/ Lintels Labor and Materials	Break out submitted amount as Work Completed and Stored Materials.  Stored Materials amount to match Breuer invoice. Work Completed to equal difference between total and stored materials.
45	Bentonite Waterproofing Materials	No invoice provided.
46	Bentonite Waterproofing Labor	Submitted amount exceeds percent completed per HRG review thru pay app period. 15% completed
53	TPO Roofing Materials	Move from Work Completed to Stored Materials
62	Hardware Materials	Move to stored materials; Revise amount as only 1 box of mortise cylinders are confirmed on-site
127	Dewatering	Per HRG calculations only 55% of dewatering has been completed thru pay app period. Dewatering will be continuous until structure is backfilled.
131	Aggregate Base Courses Labor and Materials	No aggregate base course and/or pavement installed during this pay app period.

Also note that the requested payment for TPO Roofing Materials under "Stored Materials" is being furnished with a separate Certificate of Insurance (COI) and documentation as required by the contract general provisions since these materials are stored off-site. The reasons Boomerang has elected to store this material off-site is due to limited space on-site and better protection at the off-site location of this material until it is needed for the work (could be 6 months or longer). HR Green has reviewed the submitted documentation and recommends payment for these off-site stored materials.

The adjusted total for Pay Application No. 6 is \$310,132.25. As of this Pay Application, Boomerang Corp. has been paid 10.7% of the contract. As of this Pay Application, 33% of the time has been used. Boomerang Corp. appears to be slightly behind schedule based on work completed, time remaining, and the latest progress schedule.



We have reviewed Payment Application No. 6 and made the above adjustments. We have verified that most all certified payroll records for the corresponding pay application period are received and conforming; however Boomerang and subcontractors are delayed with a few payrolls records for this month. These should be submitted before next month's pay application and can be processed at that time. There have been no issues with certified payroll compliance to date. Therefore, we recommend payment of Payment Application No. 6 as adjusted by HR Green. Please execute the pay application and distribute copies to all parties.

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

Sincerely,

HR GREEN, INC.

Michael Roth, P.E.

Project Manager

Cc: Kerin Wright & Harold See - City (via email)

Mulial John

Katie Helgens, Matt Sattler, Stephanie Farmer - Boomerang Corp. (via email)

J-\2016\160473\_03\Construction\Payment\Pay\_Estimates\#6\ltr-072222-WWTF\_Impr\_Phase\_3-Pay\_Request\_6\_recommendation.docx

# APPLICATION AND CERTIFICATION FOR PAYMENT

in tabulations below, amounts are stated to the nearest dollar, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

PERIOD TO: ENGINEER'S PROJECT NO.:

7/23/2022

APPLICATION NO:

Use Column I on Contracts were variable retainage for line items may apply.

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

PERIOD TO: ENGINEER'S PROJECT NO.:

7/23/2022

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

Use Column I on Contracts were variable retainage for line items may apply.

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

PERIOD TO: ENGINEER'S PROJECT NO.:

7/23/2022

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

Use Column t on Contracts were variable retainage for fine items may apply.

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ALL REVISED FIGURES ON THIS SHEET BY MICHAEL ROTH, P.E., HR GREEN

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In labulations below, amounts are stated to the nearest dollar.				112317022		. 1770						

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

PERIOD TO: ENGINEER'S PROJECT NO.:

7/23/2022



Boomerang Corp 12536 Buffelo Rd Ansmosa, IA 52205 Des Moines, IA 50317 Tel: 515-262-9822 Fax: 515-262-8315

Invoice

Invoice # : 782862 Order# : 1-21232 Date : Jul 11, 2022

Ship 7o: 1-21232 NEVADA WASTEWATER TREATMENT PHASE 3-LIFT STATION

457 S 6th Street Nevada, IA 50201

Account Code Terms

Purchase Order #

Purchase Order # :: Our Truck Prepaid Contact : Michael Metzen Customer Job # Salosperson Michael Metzen Order Name NEVADA WASTEWATER TREATMENT PHASE 3-LIFT STATION

Product Description Hinges 58B1 HW 4 1/2 x 4 1/2 630 Continuous Hinge 112XY 83" 628 Flush Bolt F8458 US260 Strike DP1 US26D

Leverset ND10 RHO 626 Leverset ND40 RHO 626 Exit Davice 981-6E-F. x 9961-BE-R&V 06 RHR US26D, US32D Exit Davice CO 96751-NL x 9361-NL-M 06 575-2 US32D LHR US32D

Exit Device CD 9875L-NL x 998L-NL-M 06 575-2 US32D RHR US32D

Exit Device CD 98751.-NL x 9961.-NL-M 08 RHR US26D, US32D Closer 4040XP SCUSH SRITBSRT AL

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Closer 4040XP SHOUSH SRIT IBSRT AL
Spacer 4040XP-81 AL
Spacer 4040XP-81 AL
Cush Shoe Support 4040XP-30 SRI AL
Cush Shoe Support 4040XP-30 SRI AL
Cush Shoe Support 4040XP-30 SRI AL
Lock Guard LGIZ US32D
Astragal 139 A 04" SMS-TEKS \$ X 34"

Astragol Set 672 A (SET) 84" SMS-TEKS 6 X 3/4"

Astragol Sci 672 A (SET) 84" SMS-TEKS 6 X 24"
Drip Cap 16 A 40" SMS-TEKS 6 X 34"
Drip Cap 16 A 76" SMS-TEKS 6 X 34"
Drip Cap 16 A 76" SMS-TEKS 6 X 34"
Gasketing 5050 B 1 x 36" 2 x 84"
Door Sweep 101 VA 36" SMS-TEKS 6 X 3/4"
Door Sweep 101 VA 36" SMS-TEKS 6 X 3/4"

Threshold 8425 72" AL Threshold 896 N 36" 10-24 MS/LA AL

Printer! Jul 12, 2022 10:23 AM Page 1 of 2

Walsh Door of Security 2600 Delawere Ave Des Moines, IA 50317 Tel: 515-262-9822 Fax: 535-262-8315

Invoice Invoice # : 782981 Ordor # : 1-21232 Date : Jul 13, 2022

1-21232 NEVADA WASTEWATER TREATMENT PHASE 3-LIFT STATION 457 S 6th Streo! Nevada, IA 50201

Account Code . 1774 Torms
Customer Job #
Salsaperson

invoiced

3

Customer: Boomerang Corp

12536 Buffalo Rd Anumosa, IA 52205

Quote # : Purchaso Order # : Shipped Via : Qur Truck Prepald Contact : Michael Meizen

NEVADA WASTEWATER TREATMENT PHASE 3-LIFT STATION Order Name

> Product Description Mortiao Cylindo 20-01 1 1/4" 0-Blited 50-215 S123 KEYWAY 626 (L-ENGRAVE KEY (DON'T USE); L'PROJ MASTERKEY) Mortiae Cylindo 20-01 1 1/4" 0-Blited 50-215 S123 KEYWAY XQ11-949 628 (L-ENGRAVE KEY (DON'T USE); L-PROJ MASTERKEY)

Shipment Number Shipment Dete 103540 Jul 13, 2022

Pre-Tax Total SALES TAX NOT INCLUDED 300,00 0.00 Amount Due 300.00

Shipment Number Shipment Date 103338 Jul 11, 2022

Pre-Tax Total SALES TAX NOT INCLUDED Amount Due

8,525.00 8.525.00

Metal Doors & Frame Co. merged with Walsh Door & Security effective 12.31.2018, Please remit to: Walsh Door & Socurity, 2600 Delaware Avenue, Des Moines, IA 50317, Walsh Door & Security Is a DBA name of Walsh.

Printed Jul 12, 2022 10:23 AM Page 2 of 2

-MINVOICE

12074

BREUER METAL CRAFTSMEN INC

500 BEICHL BEAVER DAM, WI 53916 PH 920-885-2828 FX 920-885-2831 PURCHASING FX 920-885-2835 ENGINEERING Email - craftsmen@breuermetal.com

2231

BOOMERANG (FORMERLY RICKLEFS) PO BOX 227 ANAMOSA, IA 52205-0227

www.breuermetal.com

NEVADA LIFT STA #3/BOOMERANG 457 S 6TH ST NEVADA, IA 50201

JOB NAME - NEVADA LS #3

BMC PM JC

EST CR

Inv Date 063022

Shipped 063022

Via FREIGHT

Our Job 4623 Plant 2 Your Order 21036-3

FOB JOBSITE

Terms: Net 30 Days - No Retainer

W/O # 4623 - 2

(7)U GALVANIZED THRESHOLD WITH (2)U WRAP & (8)U LINTELS WITH (8)U EMBEDDED PLATES

W/0 # 4623 - 6

238 FT CONT STEEL CMU ANGLES SEE 9623-1 CREDIT FOR 35 FT MONDRAIL

W/O # 4623 - 14 FREIGHT/DELIVERY TO JOBSITE

NOTE: THIS INVOICE IS PART OF THE BASE CONTRACT

SUB TOTAL 21,357.23

PLUS TAX

0.00

INV TOTAL 21,357.23

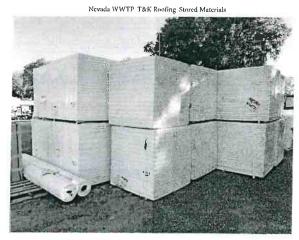
P.141

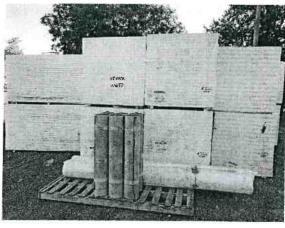
P.142

Boomerang		PROJECT:		APPLICATION #: 1 R	evised Distribution to:			
PO Box 227		Novada WWTF Improve	ements Phase 3		30/22			
Anamoss, IA 62205		Lift Station	PROJECT NOS: 21036 Owner					
FROM CONTRACTOR:		Nevada, IA			Const. Mgr			
T&K Roofing Co.		VIA ARCHITECT:		CONTRACT DATE:	12/13/21 Architect			
PO Box 279, Ely IA 52227					Contractor			
CONTRACT FOR: Roofing								
CONTRACTOR'S APPLICATION F	OR PAYMENT		The undersigned Contractor	certifies that to the best of the Contract	ors knowledge information and			
Application is made for payment, as abown below		critical.	belief the Work covered by #	Na Anolication for Payment has been or	profeted in accontance with the			
Continues on Sheet is attached			Contract Documents, that at Cost-Scales for Payment were payment shown therein is no	amounts have been paid by the Contra if feated and payments received from the wide.	ctor for Vilori, for which previous to Owner, and that current			
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2. Net change by Change Orders	s s			Λ				
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S. RETAINAGE:			County of: Linn					
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b. 5.0% of Stored Material (Column F on Continuation Sheet Total Retainage (Line 5a + 5b or	, 1	2,609 00	Notary Public Life Commission Commission	Sec. 4. 1. 11. 33.	2 Control server Number 1			
Total in Column Lot Continuation Str	pot s	2,809,001	CERTIFICATE FOR E					
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(Line 4 less Line 5 Total) LESS PREVIOUS CERTIFICATES F	OD DAMESTE		Mornation and belief the NO	the propressed as indicated, the que	Fits of the Work is in accordance			
(Line 6 from prior Certificate)			with the Contract Decuments.	and the Contractor is entired to payme	M OF the AMOUNT CERTIFIED.			
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ET CHANGES by Change Order			Owner of Contractor under this					

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27	SUBTOTALS PAGE 2	80.800,00			52.180.00	52,180,00	06%	28.820.00	-

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Cedar Repide, 18 52401					
Shelby Grainer					
FAX No. 1-319-364-2132 EMAIL ADDRESS: SQReiner@holmesmurphy					
CODE: SUB CODE: AGENCY 2013 COMP to #:					
CUSTOMER IO #:	LOANNINEER		Leoucy	NUMBER	
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Nevada WWTP T&K Roofing Stored Materials





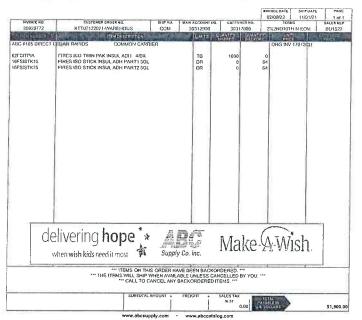
REGULAR INVOICE

(608)368-2562

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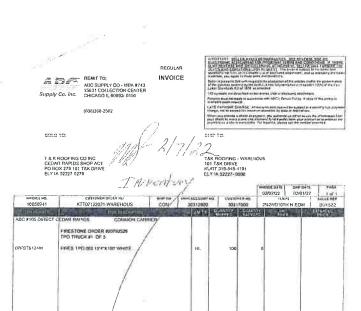
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T & K ROOFING CO INC CEDAR RAPIDS SHOP ACT PO BOX 279 101 Tak DRIVE ELY IA 52227 0279

SOLD TO:

MULTIPLE JOBS 101 T&K DRIVE (SHOP) TYLER 319-848-4191 ELY IA 52227-0000

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Make A-Wish

## BUILDING PRODUCTS 200 4th Avenus South, Suite 100, Nashville, TN 37201 Phone: 1.888,709,8023

INVOICE

INVOICE	NUMBER
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DATE	PAGE NO
10/14/2021	1 OF 1

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TRESTONE BUILDING PRODUCTS COMPANY, LLC

PAYABLE IN US FUNDS

AST DUE INVOKES SUBJECT TO 16% EFFECTIVE ANNUAL INTEREST, NOT TO EXCEED THE MAXIMUM PERMITTED BY STATE LAW 1/2-1015/00/16/01-00

EUILDING PRODUCTS 26 Century Blvd., Suite 205 South Tower, Nashville, TN

THE ENVENTERY

INVOICE

INVOICE NUMBER 91544607 DATE PAGE NO: 05/20/2022 1 OF 1

CHAR	₹GI	E TO:			CUSTOMER	NO:		SHIP T	0:					CUSTOMER N
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REMIT TO: Firestone Building Products, LLC PO Box 9361 Chicago, N. 60673 Or ACH: Transf # 971923228 / Account # 0998702 / Swift code CIASUS33

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PAYANCE IN US FUNDS

ERILSTONE BUILDING PRODUCTS COMPANY LLC PASTAGE PROPERTY OF TO EXCELD THE MARKANIA PERMITTED OF STATE LAW

Item#	IOA
Date:	8/8/2022

1

#### COUNCIL ACTION FORM

#### AGENDA ITEM: Approval of the City-Rural Fire Protection Agreement

**HISTORY:** The City of Nevada entered into a fire protection agreement with the surrounding townships in 2007. The agreement allowed for the city to collect fees and provide fire protection to Nevada, Richland, Grant, and Milford Townships. The original agreement of 2007 established equal representation between the City of Nevada and the Nevada Rural Fire Protection Association (NRFPA) relating to operational oversite of the department. A city-rural board was established. Most of these controls were related to the lack of harmony between the city and rural townships. The original agreement allowed for the renewal of the agreement for 5 additional years covering from 2017 to June 2022. Past council and township trustees voted to approve that additional 5 years. That original agreement and extension have expired.

The townships have expressed a desire to renew a similar agreement with a same reimbursement rate of 92% of their highest collectable fire levy. The remaining 8% of collected fire levies is used for supporting large projects and providing donations towards new city apparatus used for rural responses. The agreement will run 10 years with the option for both parties to extend the agreement in 5-year increments. The township trustees have asked to engage as a *customer* to the city, and not be directly involved in the department's operations. Some changes involve the dissolution of the city-rural board, continued participation from the fire chief in the annual township meeting, and continued submission of fire department council reports to the trustees. This preference was based on the busy schedule of trustees who farm and a much-improved harmonious relationship with the city from the 2007 era.

The rural townships (NRFPA) do still own three vehicles in current use by the department. As those vehicles age, they will be reverted back to the rural townships as previously agreed. The township is very pleased with the department providing non-transport medical support in addition to fire suppression and rescue. The trustees from each township will meet prior to the council meeting and sign the proposed agreement. Rural fire and EMS calls account for less than 20% of the fire department calls for service.

#### **OPTIONS:**

- 1. Accept the new agreement to provide fire protection to the townships of Nevada, Richland, Grant, and Milford.
- 2. Reject the agreement and work with the townships for other options of fire protection.
- 3. Reject the agreement and have staff seek other agreement options.

#### STAFF'S RECOMMENDED ACTION:

The fire department and Director of Fire and EMS recommend the continuation of newly drafted city-rural agreement.

Therefore, it is the recommendation of the City Administrator that Council approves Option #1, accepting the new city-rural agreement.

#### **RESOLUTION NO. 019 (2022/2023)**

## A RESOLUTION TO ENTER INTO A 28E AGREEMENT WITH THE NEVADA RURAL FIRE PROTECTION ASSOCIATION AND THE CITY OF NEVADA, IOWA TO PROVIDE FIRE AND EMERGENCY SERVICES

WHEREAS, The Nevada Rural Fire Protection Association (NRFPA), consisting of the Townships of Grant, Milford, Nevada and Richland, desire to enter into a 28E agreement as defined in Iowa Code Chapter 28E with the City of Nevada, Iowa, to provide Fire and Emergency Services for the general welfare and safety of all citizens who reside in the abovenamed Townships; and

WHEREAS, any previous agreements between the parties, written or verbal covering the same or similar subject matter, are hereby declared terminated, cancelled, null and void per the attached agreement; and

WHEREAS, the City of Nevada Fire Department has the resources to provide those services; and

WHEREAS, the City of Nevada has prepared the 28E agreement detailing fire and emergency services for the townships of NRFPA, a copy of which is attached to the Resolution and marked Exhibit "A"; and

WHEREAS, it is in the best interest of the City of Nevada and the citizens of the NRFPA, thereof to enter into the proposed 28E Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, that the City of Nevada shall enter into the Fire and Emergency Services Agreement with the Nevada Rural Fire Protection Association (NRFPA) effective July 1, 2022 and remain in effect for 10 years expiring on June 30, 2022. The agreement may be extended in 5-year increments upon agreement of both parties. The Mayor and City Clerk are hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 8th day of August, 2022.

ATTEST:	Brett Barker, Mayor	
Kerin Wright, City Clerk	_	

Resolution No. 019 (2022/2023) Dispatching Services Contract Page 2 of 2

Moved by Council Member _, seconded by Council Member _, that Resolution No. 019 (2022/2023) be adopted.
AYES: _ NAYS: _ ABSENT: _
The Mayor declared Resolution No. 019 (2022/2023) adopted.
I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 019 (2022/2023) at the regular Council Meeting of the City of Nevada, Iowa, held on the 8 <sup>th</sup> day of August, 2022.
Kerin Wright, City Clerk
W:\OFFICE\COUNCIL\RESOLUTIONS\2022-2023\019-28E AGRMT TOWNSHIP TRUSTEES,DOC

Exhibit 'A'

#### FIRE AND EMERGENCY SERVICES AGREEMENT

**BETWEEN** 

THE NEVADA RURAL FIRE PROTECTION ASSOCIATION (NRFPA) CONSISTING OF GRANT, NEVADA, MILFORD AND RICHLAND TOWNSHIPS

AND

THE CITY OF NEVADA

#### 1. PARTIES TO THE AGREEMENT

The agreement is between the City of Nevada and the Townships of Grant, Milford, Nevada, and Richland Township, hereafter "Townships," the Nevada Rural Fire Protection Association, hereafter "NRFPA." All the foregoing entities are "public agencies" as defined by Iowa Code Chapter 28E and this agreement shall be governed by all applicable provisions of Chapter 28E. No new entity is created by this 28E Agreement. The City of Nevada Fire Chief shall serve as the administrator of this undertaking.

#### 2. PURPOSE OF THE AGREEMENT

A. The purpose of this agreement is to provide for and promote the general welfare and safety of all citizens who reside in the above-named Townships and the City of Nevada, lowa, hereafter referred as the "service area" as defined in the agreement, including personal and real property located within the service area. The Nevada Community Fire Department shall be charged with the mission of providing all respective constituents the highest quality and level of fire protection, emergency medical services first response, and emergency rescue available within the department's capabilities and availabilities. The Nevada Community Fire Department shall provide the best possible resources and latest technology available to complete this mission. When such resources are not available, the department shall, without delay, call upon available mutual aid resources to accomplish this mission requirement.

B. In addition to its noble purpose and mission as set forth above, the Agreement seeks to foster goodwill and harmony between the Townships and the City of Nevada. The agreement provides that the Township's maximum liability for expenses of operating the fire department and providing support for the future capital expenditures shall be the amount of the maximum tax levy for fire EMS, and rescue services as specified below:

Milford Township: 92% of Fire and EMS levy Grant Township: 92% of Fire and EMS levy Richland Township: 92% of Fire and EMS levy Nevada Township: 92% of Fire and EMS levy

C. The levy percentages paid to the City of Nevada shall remain as fixed percentages until the expiration of this Agreement or upon mutual agreement by both parties when changes are requested.

#### 3. Authority and Reporting Obligations

A. The City of Nevada accepts all liability for employees, volunteers, or those assigned to the Nevada Community Fire Department. The Townships shall be held harmless for any actions taken as a result of a fire department emergency response unless actions were directed by Township officials. The city shall insure all apparatus, equipment, and staff of the Nevada Community Fire Department through the lowa Communities Assurance Pool (ICAP).

B. The fire department employees answer solely to the fire chief and officers assigned within their chain of command. The fire chief shall answer directly to the public safety director and city administrator. All operational decisions shall be made within the best practices of risk mitigation and incident command strategies. However, ultimately the actions of the fire department rest with the City of Nevada.

C. The fire chief shall provide a report annually to show the type and number of calls for each Township. The fire chief should attend an annual meeting of the NRFPA when invited to provide updates on department operations and showcase new technologies or capabilities of the department. The fire chief shall provide regular reports to the Township indicating significant news of the department.

D. It is understood and agreed that the personnel providing the services contemplated by this Agreement shall remain the employees and/or volunteers of the City of Nevada.

#### 4. Service Area and Service Provided

A. A map of the service area to be served is included as exhibit A. All portions of Milford Township shall be covered within this agreement except Sections 1-4 and 9-12. All of Grant township shall be protected under this agreement. All of Nevada Township is protected under this agreement except 50 percent of sections 1, 12, 13, 24, 25, 36. All of Richland Township is protected under this agreement.

B. The City of Nevada agrees to provide fire protection to the townships and further agrees to provide first response medical care. Medical service is provided at an EMT level with advanced life support (Paramedic) service conditionally provided as staffing permits. The Nevada Community Fire Department does not provide ambulance transport services.

#### 5. Vehicles and Equipment

A. The City of Nevada will purchase all future apparatus and equipment used by the fire department, and title to all such apparatus and equipment shall at all times remain with the City of Nevada. The remaining vehicles purchased by the NRFPA will continue to be used by the city until replaced or removed from

service. The city shall maintain, repair, license, insure and house all vehicles and equipment.

- B. All fire engine pumpers used for an initial response to a fire event shall meet National Fire Protection Association (NFPA), Standard 1901: Standards for Automotive Fire Apparatus, at the time they are purchased.
- C. NRFPA shall retain its present ownership of all rural firefighting vehicles consisting of the following:
  - a. Attack 710- 2003 Ford F-350
  - b. Engine 310- 1997 Spartan 1000-gallon pumper
  - c. Tender 510- 1996 Freightliner tanker
- D. As each of the above rural vehicles becomes obsolete, unfit for continued service or no longer needed by the Department, possession and control of the above vehicle(s) shall revert back to NRFPA and be promptly removed from the fire station. It is the responsibility of the NRFPA to dispose or reallocate any rural owned vehicles in any manner they see fit. All NRFPA fire apparatus shall revert back to the NRFPA upon withdrawal from this agreement.
- E. The NRFPA shall retain the proceeds from any sale of rural-owned vehicles. Nothing prevents NRFPA from contributing to replacement apparatus purchased by the city. Any funds donated to the city for the purpose of replacing fire apparatus shall only be used for that purpose.
- F. No real or personal property will be acquired, held or disposed of by this 28E as no separate entity has been created.
  - 6. Claims, Liabilities, and Existing Township Funds on Hand

A. The townships and the NRFPA represent to the city that none of the Townships nor the NRFPA owes any indebtedness to any third party, and there are no outstanding claims against the Townships, nor against the NRFPA. The city assumes no liabilities, claims, or causes of action for which the NRFPA or the Townships may be liable. Likewise, neither the NRFPA nor the Townships assume any liability for any claims, debts, liabilities or causes of action against the city.

B. The Townships and the NRFPA presently own funds derived from tax levies that have been collected according to law for the purpose of providing fire services to its constituents and purchasing firefighting equipment and vehicles. The Townships and the NRFPA shall retain sole ownership and possession of these funds for any lawful purpose in the event one or more of the Townships and the NRFPA elect to terminate their participation in this Agreement according to its terms.

#### 7. Budgets, Tax Levies and Payments to the City

A. The parties agree that the tax levy provided by Iowa Code sub-section 359.43(1) is insufficient to provide the services authorized or required by the Townships pursuant to Section 359.42. Therefore, the annual levy for fire and EMS services shall be the maximum levy allowed by Iowa Code Sections 359.43(1) and 359.43(2)

B. Immediately following execution of this Agreement by all parties, each individual Township shall initially request, and shall annually file a request to the County Auditor thereafter, instructing the County Treasurer to pay allotted tax levies listed in Section 2(B) of this agreement to the City of Nevada. All remaining levy funds collected for fire and EMS services as provided by Iowa Code Section 359.49(8) in excess of the required percentages listed above shall be reverted back to the respective Townships. Each Township agrees to fully comply each year with the requirements of Iowa Code Section 359.49(8) by designating this option

on the budget forms submitted to the County Auditor authorizing this process to occur and shall attach a copy of this Agreement to the request each year as required by law.

C. Payments made directly to the city on behalf of the NRFPA for fire protection shall be distributed within 10 days of collection by the Treasurer. Documentation shall be provided to the city indicating compliance with the percentage requirements listed in Section 2(B) of this agreement.

#### 8. Mutual Aid Agreements

It is agreed that any or all of the Department's fire and EMS equipment may be used outside the Service Area covered by this Agreement, in accordance with mutual aid agreements previously established between the City and other municipalities within Story County.

#### 9.Insurance Coverage

The City will provide bodily injury liability, property damage, liability, collision, and comprehensive insurance coverage on all firefighting vehicles of substantial value; workers compensation, and malpractice errors and omissions coverage for all vehicles, equipment, and personnel of the Department.

#### 10. Effective Date and Duration of Agreement

A. The initial agreement and approved five-year extension have stood in place since January 1, 2007 until present day. The existing agreement is set to expire June 30, 2022. This agreement shall become effective July 1, 2022 and remain in effect for 10 years, expiring on June 30, 2032. The Agreement may be extended in 5-year increments with agreement by both parties.

B. Representatives of the City and NRFPA shall meet prior to expiration of this Agreement to assure items listed in this agreement are still relevant and appropriate to both parties.

#### 11. Conflicts with Services

Both parties seek a harmonious relationship in providing fire and EMS protection to the NRFPA. In order to promote a free flow of communications, any issues or concerns pertaining to this Agreement or provided fire protection services shall be made to the City Administrator, Public Safety Director, or Director of Fire and EMS.

#### 12. Termination of Agreement

A. Due to the extraordinary public service nature of the services provided by this agreement, and further due to the extensive lead time required by all agencies to explore and implement a replacement alternative, any party that elects to terminate this Agreement must give notice to all other parties on or before November 1 of any given year. If such notice is given, it shall not become effective until the *end* of the *next* fiscal year following the year of the termination notice (or approximately 19 months from the date of notice). This extended termination assures citizens of the Townships are provided with fire protection in the interim. This termination period can be shortened if both parties agree in writing. All current and outstanding payments for services shall be paid by the Townships to the City up to the last day of services.

B. Given the inherent public safety risk of terminating this Agreement, the City of Nevada agrees to cooperate with the NRFPA in planning a transition model to provide fire protection to the Townships.

C. Upon termination, the terminating party shall have no further responsibility or obligation or benefits from the other parties to this Agreement, except as provided herein.

#### 13. Previous Agreements

All previous agreements between the parties, written or verbal covering the same or similar subject matter, are hereby declared terminated, cancelled, null and void, and in no force and effect as of the effective date of this Agreement which is June 30, 2022. Moreover, the Townships have previously entered into a 28E agreement among themselves and created the NRFPA. Any conflicts between the NRFPA 28E Agreement and this Agreement, if conflicts exist, all parties agree the terms of this agreement shall supersede the NRFPA 28E Agreement as it pertains to fire protection.

#### 14. Execution and Filing

One original copy of this agreement shall be signed and acknowledged by all agency partners. Copies of the signed Agreement shall be distributed as follows: One to the NRFPA, one to the City of Nevada, one to the Secretary of State, and one to the Story County Recorder. Copies shall be furnished to each of the four Township Clerks. The city will be responsible for filing and recording this Agreement, and pay all fees associated with the filing.

#### 15. Representations of Authority

All individuals whose signature appear below certify that the execution of this Agreement is with the full knowledge and authority of their respective Boards of Directors, Township Trustees, and City Council, as reflected by appropriate and timely resolution adopted by the governing body of each such agency with full compliance to all laws affecting their respective governing body and actions taken by it.

#### 16. Amendments

All amendments must be in writing, approved by the governing body of all parties, and executed by the authorized representatives of all parties. Any and all amendments must comply with the provisions of Iowa Code 18E.8

Signed and dated in Nevada, Story Co	ounty, lowa, this day of, 2022.
NRFPA Milford Township	City of Nevada Mayor
Grant Township	
Nevada Township	
Richland Township	
Notary:	Signed before me thisday of, 2022.
	Signature:

Item# 10 B
Date: 8 8 2022

ITEM # \_\_\_\_\_ DATE: 08-08-2022

#### **COUNCIL ACTION FORM**

AGENDA ITEM: Fire department purchase of a fire extinguisher training propusing grant award

**HISTORY:** On July 19, 2022, the Nevada fire department was awarded \$17,000 for the purchase of a fire extinguisher training prop. The department has been seeking this training device for several years but were previously unsuccessful in our grant requests. Several businesses have requested the fire department teach their employees how to utilize a fire extinguisher.

The department is looking at two types of training devices. The first is a virtual reality simulator system called Simsafe. The cost for 6 VR googles and all equipment needed is \$17,000. [The cost was actually closer to \$18,000 but the company reduced the price to fit our grant amount. We did add a couple features for projection to a screen]. Their bid includes a dongle to project what the user is seeing to a projection screen or large screen TV so classroom style training can take place. The department can choose to pay an annual fee of \$895 for uploading new scenarios as they become available. However, for training, a kitchen stove fire and trash can fire are the two simulation events that will work without paying an annual fee. The total bid for this system is \$17,499.00.

Virtual reality (VR) training is taking hold in the fire service because it is safe, generates an emotional response, and can be replicated without the cost of recharging fire extinguishers. It eliminates the risk of using live fire.

The second system available is the Bullex system by Lion. They have switched vendors and the price in 2018 was \$14,995. It is now \$18,290.85. This includes: LED panel, pelican panel case, two digital extinguishers (5/10 LBS), pelican extinguisher case, and simulation software. The system is more hands on. The fire extinguisher projects a green light that interacts with an LED screen of simulated flames.

Any other training prop involves holding a smart phone attached to a screen and does not offer substantial training value for new fire extinguisher users. The department intends to use the VR goggles in industry settings, schools, at fireworks tents, at city safety training, and during community events. The durable pelican case makes this ideal for transporting the goggles off site. The projection cord (dongle) allows for larger training sessions. The remaining costs of \$499 above \$17,000 will be taken from operating budget funds.

#### **OPTIONS:**

- 1. Accept bid #1 from Gravity Jack in the amount \$17,499 for 2 cases of virtual reality goggles (6 headsets), dongle cord, pelican case, and shipping costs.
- 2. Accept bid #2 for the Bullex system for \$18,290.85.

3. Reject the grant funds and do nothing at this time.

#### STAFF'S RECOMMENDED ACTION:

The fire department and Director of Fire and EMS recommend the purchase of this necessary training equipment.

Therefore, it is the recommendation of the City Administrator that Council approves Option #1, accepting the bid of \$17,499 for the purchase of the Simsafe virtual reality training device.

G GRAVITY JACK

157 S Howard St. Suite 605 Spokane, WA 99201



#### **Estimate**

Name / Address	
	Rep
	JLR

Rep	Date	Estimate #	P.O. No.
JLR	7/21/2022	1017	

Item	Description	Qty	Rate	Total
Triple SIMSAF	Single Starter Package SimsafeVR Fire	2	8,500.00	17,000.00
riple SIMSAF	Training Simulator Miracast Device Six headsets with controllers Pelican cases	1	199.00	199.00
eimb Exp.C	Software on Devices Shipping Out of State	1	300.00 0.00%	300.00 0.00
	,			
o:Jennifer Richev	y, jrichey@gravityjack.com. Additional			

Rep:Jennifer Richey, jrichey@gravityjack.com. Additional
Contact:accounting@gravityjack.com

Total
\$17,499.00



TRIPLE PACKAGE

\$8,995

Three Headsets Case LWD; 31,59° x 20.47° x 12,45°





SINGLE PACKAGE

\$5,995

One Headset Case LWD: 22.07" x 17,92" x 10.42"





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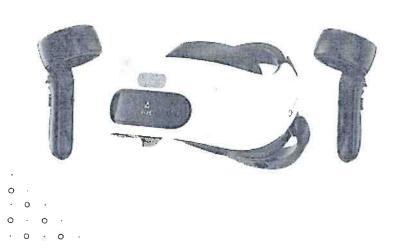


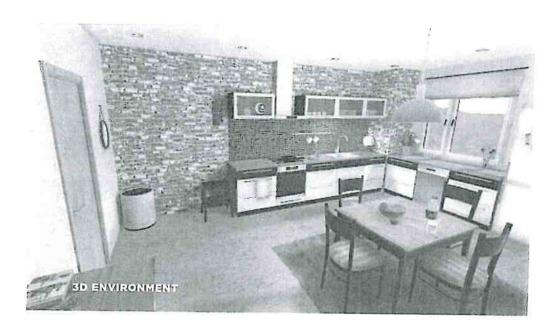




#### INTRODUCING SIMSAFE

By leveraging the power of virtual reality, Gravity Jack Inc. and the Spokane Valley Fire Department have brought safety training indoors. SIMSAFE is a fully immersive VR environment that teaches and tests users on how to extinguish common household fires. Take your training to the next level by bringing SIMSAFE VR to your home, office, or school!





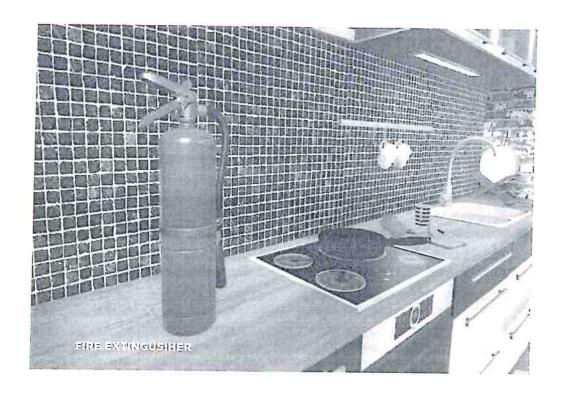
#### ABOUT THE APP

The Spokane Valley Fire Department and Gravity Jack have combined their knowledge and expertise to develop a virtual reality (VR) application for fire hazard training.

This unique training experience takes place in a 3D virtual environment where multiple fires occur. One fire takes place over a stove and the other occurs in a trash can. Either option may be selected, or the experience can be set to "RANDOM", adding a surprise factor and creating a more authentic experience.

The user is equipped with a Vive kit and directed to find and operate the fire extinguisher using the Fire Extinguisher Operation: P.A.S.S. Procedure.

Once the user has either properly put out the fire or run out of extinguishant and failed, an end screen appears providing helpful insight as to how well they did. Users will also be advised when to fight the flames or flee and allow the fire department to take over.



#### WHAT'S IN THE KIT

In the packaged kit you will receive:

- · Vive headset(s)
- Controllers
- · Pelican case
- · "How-To" pamphlet
- · The PASS pamphlet
- · SIMSAFE stickers
- 6 months free licensing\*

\*for \$895 annually you can purchase extended licensing, which includes access to any and all updates releases for SIMSAFE.



#### THE FUTURE EXPERIENCE

SIMSAFE does away with archaic measures by providing a portable, yet immersive experience. VR training is as simple as plug-and-play, working in literally any room with ample space.

No accelerants, no fumes, no cleanup. SIMSAFE is fit for all users, young and not so young. To parents, ask yourself: What are the odds I'd hand my kid a fire extinguisher and drop them in front of an actual, burning fire? With the power of VR, even grandma can learn to douse flames, risk-free.

But don't take our word for it; seeing is believing after all.

#### FIND OUT MORE

Still interested? Send questions to Simsafe@gravityjack.com or visit gravityjack.com to see what we're capable of.

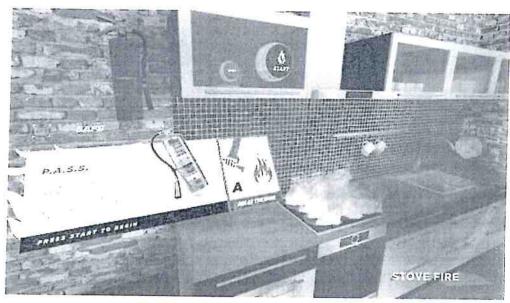


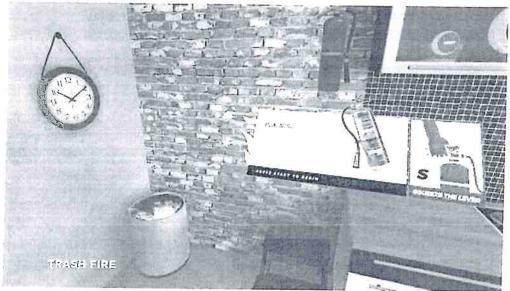


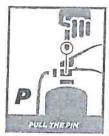
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MADE IN THE USA















#### Ray Reynolds

From:

Jennifer Richey < jrichey@gravityjack.com>

Sent:

Friday, July 22, 2022 12:46 PM

To:

Ray Reynolds

Subject:

RE: Estimate for SIMSAFEVR

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

Yes it works without the annual licensing, and you can choose to add that on later when we are ready to add in another features.

Assuming it isn't connected online and an odd virus hits the headset it should work until n the headset stops:)

#### Jennifer Richey

+1 (509) 370-4369

CSO, Chief Strategy Officer

jrichey@gravityjack.com

Gravity Jack, Inc.

www.gravityjack.com









On July 22, 2022 at 9:20:50 AM, Ray Reynolds (rreynolds@cityofnevadaiowa.org) wrote:

Will the device work without paying the \$895 annually? I realize it does give me more scenarios and stuff as developed. If I do not pay the annual fee, how long will the headsets work?

From: Jennifer Richey <a href="mailto:richey@gravityjack.com">richey@gravityjack.com</a>

Sent: Friday, July 22, 2022 10:53 AM

To: Ray Reynolds <RReynolds@cityofnevadaiowa.org>

Subject: Estimate for SIMSAFEVR

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

Good morning Ray, it was great getting to connect yesterday!! Attached is the requested estimate sheet as well as a pdf with SIMSAFE info. I'm having one of my guys double check on our headset down at the office, but we would love for you to represent SIMSAFE and show people how awesome it is next month at the event. I'll get the lease paperwork over to you Monday. Can you let me know the name and address where it will be going?



#### **Dinges Fire Company**

243 E Main St. Amboy, IL 61310

Phone: 815,857,2000 www.DingesFire.com

#### Bill To:

Nevada Fire Department (Nevada,IA) C\O: Training Officer Chief Reynolds 935 Lincoln Hwy. Nevada, IA 50201

#### Ship To:

Quantity Item		Description	Price	Total	
		BullsEye Digital Fire Extinguisher Training System - Plus Package - Includes: ATC01DP Transport Case for ATTACK	\$16,646.95	\$16,646.95	
		Digital Fire Training Panel and Bulls			

<sup>\*</sup> Sales tax will be applied to customers who have not provided a tax exempt certificate.

Sub Total \$16,646.95

Shipping TBD

Total \$16,646.95

<sup>\*</sup> Quote Created on 07/28/2022

<sup>\*</sup> Shipping is an estimate, Actual Shipping will be reflected on Invoice.

<sup>\*\*</sup>This is a quotation only. Please do not make payment based off this quotation. An invoice will be sent to you when product is ready for delivery. Contact your local sales representative with any questions or requests.\*\*



#### **Dinges Fire Company**

243 E Main St. Amboy, IL 61310

Phone: 815.857.2000 www.DingesFire.com

#### Bill To:

Nevada Fire Department (Nevada,IA) C\O: Training Officer Chief Reynolds 935 Lincoln Hwy. Nevada, IA 50201

#### Ship To:

Quantity	ltem	Description	Price	Total
1.00	LionTE-BE002IMCRM	Digital Fire Simulation - Training Record Management Software	\$992.95	\$992.95
1.00	LionTE-BE002IMCSC	Digital Fire Simulation - Scenario Customization Software	\$650.95	\$650. <b>95</b>

<sup>\*</sup> Sales tax will be applied to customers who have not provided a tax exempt certificate.

\$1,643.90

\* Quote Created on 07/28/2022

Shipping

TBD

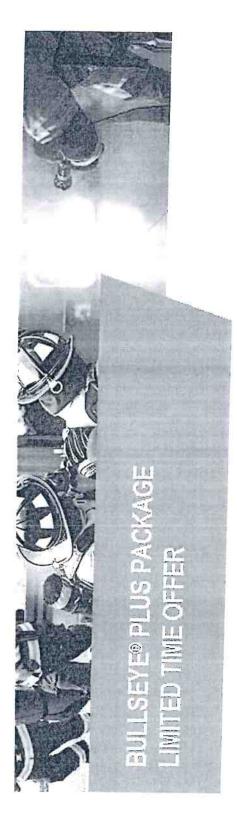
Total

\$1,643.90

Sub Total

<sup>\*</sup> Shipping is an estimate, Actual Shipping will be reflected on Invoice.

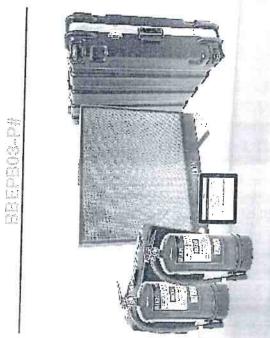
<sup>\*\*</sup>This is a quotation only. Please do not make payment based off this quotation. An invoice will be sent to you when product is ready for delivery. Contact your local sales representative with any questions or requests.\*\*



# Buy a Bulls Eye® Digital Fire Exfinguisher Training System Plus Package and receive a free R.A.C.E. Station (up to a \$7,500 value)!

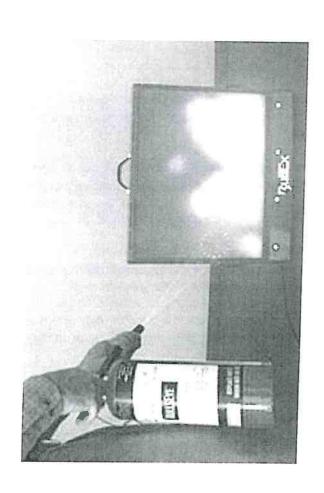
The BullsEye allows you to train in places where emergencies may really occur, like schools, workplaces or the home. Training can now take place completely indoors, allowing you to train anywhere, anytime. With the BullsEye's quick connects, one person can plug the system in, set it up and be ready to train in just one minute. Quickly relocate the system during training to change up the evolution and test your trainees' skills.

The LION R.A.C.E. Station recreates the stressful environment of an actual emergency. Trainees see simulated flames and the strobe light flash, hear the horn and fire sounds, and see the training smoke. Upon discovery of a simulated fire, trainees can put R.A.C.E. (Rescue, Alert, Confine, Extinguish) to the test by alerting with the Emergency Phone and/or pull station before attempting to extinguish the fire.





DISCLANER Cifer wild on punchase orders received by September 30, 2022. Seles price excludes faces, stripping, and delivery changes. Offer valid in the United States, Canada, Certral





#### Department of Public Safety

Stephan K. Bayens Commissioner

## Local Fire Protection and Emergency Medical Services Grant Program - Grant Agreement Letter

July 19, 2022

Nevada Fire Department

Dear Ray Reyolds:

The Iowa State Fire Marshal is pleased to inform you that a grant has been approved in the amount of \$17,000.00 for use under the Local Fire Protection and Emergency Medical Services Grant Program.

This letter and its attachments outline the terms and conditions of accepting this grant. Please read all the terms and conditions carefully, sign, and return along with this agreement letter before making any purchase(s). If the Division does not receive signed copies of this grant award letter and general grant terms within 14 days after the date of the grant award letter, this grant may be revoked.

Grant funds must be used specifically for **fire extinguisher training prop**, as stated in your approved grant proposal. You must submit a written request to us for reimbursement after each purchase and a check will be mailed to you upon review and approval of the purchase. The grant funds are to be expended within one year from the date of this letter and written approval must be received prior to spending funds on anything not already approved in your grant proposal.

Congratulations on this recognition of your important efforts. We look forward to working with you during the coming year.

I Son While

Dan Wood Iowa State Fire Marshal Department of Public Safety

ACCEPTED AND AGREED:

7-21-12

Fire Chief or Designee (signature)/Date

### LOCAL FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES GRANT PROGRAM

#### GENERAL GRANT TERMS, CONDITIONS, AND UNDERSTANDINGS

In addition to the specific terms and conditions in the grant award letter dated **July 19, 2022**, to which these General Grant Terms, Conditions, and Understandings are attached, the Iowa State Fire Marshal (Division) is awarding this grant in the amount of \$17,000.00 to you as the Grantee contingent upon the following:

#### **Expenditure of Funds:**

This grant is to support specific fireworks safety education programming to the public; or to purchase necessary enforcement, protection, or emergency response equipment related to the sale and use of consumer fireworks in Iowa. You must submit a written request to us for reimbursement after each purchase and a check will be mailed to you upon review and approval of the purchase. The Grantee must provide a written report to the Division if any portion of the grant is unexpended after 12 months to include the amount of funds left, how it will be used, and when it will be expended. This grant is made for the purpose outlined in the grant award letter, and terms and conditions. Grant funds may not be expended for any other purpose without prior written approval from the Division.

#### No Assignment or Delegation:

You may not assign, or otherwise transfer, your rights or delegate any of your obligations under this grant without prior written approval from the Division.

#### Records and Reports:

You are required to submit a written request, including itemized receipt(s), to the Division after a related purchase is made. A reimbursement check will be sent to you upon review and approval of the purchase. You are required to keep the financial records with respect to this grant, along with copies of any reports submitted to the Division, for at least five years following the year in which all grant funds are fully expended.

#### Required Notification:

You are required to provide the Division with immediate written notification of: (1) your inability to expend the grant within 12 months for the purposes described in the grant award letter and terms and conditions; or (2) any expenditure from this grant to be made for any purpose other than those for which the grant was intended.

#### Reasonable Access for Evaluation:

You will permit the Division, at its request, to have reasonable access during regular business hours to your files, records, accounts, personnel and clients, or other beneficiaries for the purpose of making such financial audits, verifications, or program evaluations as the Division deems necessary or appropriate concerning this grant award.

#### Right to Modify or Revoke:

ACCEPTED AND AGREED TO:

The Division reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds if, in the Division's sole discretion, such action is necessary: (1) because you have not fully complied with the terms and conditions of this grant; or (2) to comply with the requirements of any law or regulation applicable to you, the Division, or this grant.

The undersigned certify that they are duly elected and authorized officers of the Grantee and that, as such, are authorized to accept this grant on behalf of the Grantee, to obligate the Grantee to observe all of the terms and conditions placed on this grant, and in connection with this grant to make, execute and deliver on behalf of the Grantee all grant agreements, representations, receipts, reports and other instruments of every kind.

Nevada Fire Department

Fire Department

Dan Wood

Iowa State Fire Marshal (printed)

Fire Chief or Designee (printed)

Nevada Fire Department

Iowa State Fire Marshal (signature)/Date

Fire Chief or Designee (signature)/Date

## lowa State Fire Marshal Division Local Fire Protection & Emergency Medical Services Grant Program

		Purchasing Accountability Report	billity Report					
Dept Name <sup>(1)</sup>	Nevada Fire Department 1209 6th St	Please return completed report and signed copies of purchase orders, receipts, etc. to: lowa State Fire Marshal Division	oies of purchase ora	lers, receipts, etc.	to:			
	Nevada, IA 50201	sfmfireworks@dps.state.ia.us						
	Vendor <sup>(2)</sup>	Item Description <sup>(3)</sup>	Purchase Ite Date <sup>(4)</sup>	Item Category F	Purchase Amount <sup>(6)</sup>	Grant Balance	For Administrative Use Only Date Date to	tive Use Only Date to
						\$17,000.00		
1								
1								
-								
Instructions: U.	se this form to electronically submit for reimburs le total grant amount has been expended. Includ	Instructions: Use this form to electronically submit for reimbursement with each grant related purchase, regardless of whether or not you have received reimbursement for any prior purchases, until the total grant amount has been expended. Include scanned copy of applicable invoice(s), receipt(s), etc. with your signature.	ther or not you have really your signature.	ceived reimbursemer	It for any prior p	purchases, until		
(1) Pr	.) Confirm department name and mailing address urchased, (4) Date of purchase, (5) Category item slance of prant funds commission.	(1) Confirm department name and mailing address where check(s) should be sent, (2) Name of vendor or store where item(s) was purchased, (3) Detailed description of item(s) purchased, (5) Category item belongs to: personnel/staff time, training/educational materials, or equinment (5) Treatment and some contractions.	e where item(s) was pur erials, or equipment (6)	chased, (3) Detailed	description of it	em(s)		
	Signification of the state of t		of fried and	I otal alliquist spent	Tor Item listed,	(7) Running		

Fire Chief or Designee Name/Date

#### **Purchasing Instructions:**

#### Washer Extractors:

 Departments awarded grant funding to purchase washers will work directly with Craig Hanson from BDS Laundry to coordinate purchase and delivery/installation of the washer to your location.

Craig Hanson | VP Commercial/Industrial Equipment 2430 Enterprise Drive | St. Paul, MN 55120 651-688-8000 | (c) 612-325-9419 | (d) 651-286-7847 chanson@bdslaundry.com | bdslaundry.com

- 2. Invoices will be sent directly to the Department of Public Safety to handle payment. You will not need to submit the accountability report.
- 3. Once the washer has been delivered and installed, your department must email or mail photos of the installed washer to the State Fire Marshal

Iowa State Fire Marshal Attn: Licensing Administration 215 E 7th Street Des Moines IA 50319 sfmfireworks@dps.state.ia.us

#### Purchases Paid Directly (by department):

1. If you will be making your purchases directly and paying the vendors directly, you will then request reimbursement for the grant funds by submitting the completed Accountability spreadsheet with copies of your invoice(s), packing slips, etc. to the State Fire Marshal.

Iowa State Fire Marshal Attn: Licensing Administration 215 E 7th Street Des Moines IA 50319 sfmfireworks@dps.state.ia.us

#### Purchases Made by the State on Behalf of Your Department:

- 1. If you prefer to have the State make the purchase on behalf of your department directly out of grant funds, we are required to follow State purchasing rules. This may include obtaining informal bid quotes, formal bid quotes, and using specific vendors with established purchasing agreements with the State.
- 2. You will not need to submit the accountability report.

If you have any questions or concerns about the purchasing process or the reimbursement process, please feel free to contact me.

Jeannie Guttenfelder (515) 725-6178 autten@dps.state.ia.us

Item # 10.6 Date: 8 8 2022

#### BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This applica	tion will be on the	Angus	5+ 8,2022 Council A	genda	
Business Name	Nevada Ja 220 H F	ycees	Phone Number	<u>.</u>	
Address	220 HF	ive			
Manager's Name	William Har	mem	Phone Number	<u>.</u>	
Address		11-11-11-11-11-11-11-11-11-11-11-11-11-			<b>.</b>
Owners Name			Phone Number		÷
Address					<u>.</u>
liquor license (conforms/di	e has been inspected d not conform) to all	I by the unders applicable fire	ove applicant intends to opsigned and that on the dat regulations of the City of al denial of a beer or	e of the inspection the p Nevada and the State o	oremises of lowa.
ラシ Date	-22_		FIRE INSPECTOR AND	OR BUILDING INSPE	CTOR
		DENIED: /\//ritc	e on back or another shee		31011
					un.
1851	Signs NO	persure	alcohol Inside	Band Edwi	
-					



#### **Applicant**

NAME OF LEGAL ENTITY

NAME OF BUSINESS(DBA)

BUSINESS

**NEVADA JAYCEES** 

Nevada Jaycees

(515) 460-1414

ADDRESS OF PREMISES

PREMISES SUITE/APT NUMBER

CITY

COUNTY

ZIP

220 H Avenue

Nevada

Story

50201

MAILING ADDRESS

CITY

STATE

710

PO Box 284

Nevada

Iowa

50201

#### **Contact Person**

NAME

PHONE

EMAIL

william Harrison

(515) 460-1414

bharrison83@gmail.com

#### **License Information**

LICENSE NUMBER

LICENSE/PERMIT TYPE

TERM

STATUS

Class B Beer Permit

5 Day

Submitted to Local Authority

TENTATIVE EFFECTIVE DATE

TENTATIVE EXPIRATION DATE

JEACT DAY OF BUILDING OF

Aug 24, 2022

Aug 28, 2022

SUB-PERMITS

Class B Beer Permit

PRIVILEGES P.180



### **Status of Business**

BUSINESS TYPE

Nonprofit corporation organized under chapter 504.

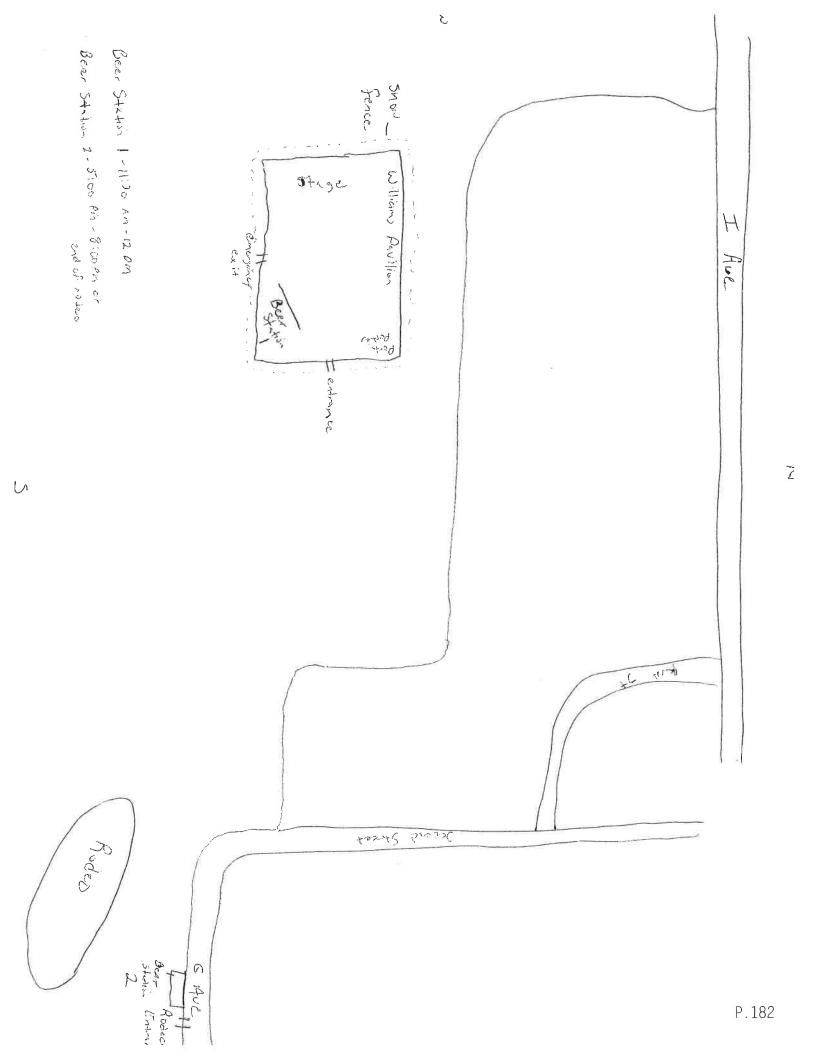
### Ownership

### Individual Owners

William Harrison	Nevada	Iowa	50201	board member	100.00	Yes
NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	u.s. offizen

### **Insurance Company Information**

INSURANCE COMPANY	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE
Illinois Casualty Co	Aug 24, 2022	Aug 29, 2022
DRAM CANCEL DATE	OUTDOOR SERVICE EFFECTIVE DATE	OUTDOOR SERVICE EXPIRATION DATE
BOND EFFECTIVE DATE	TEMP TRANSFER EFFECTIVE DATE	TEMP TRANSFER EXPIRATION DATE



| Item # 10 5 | Date: <u>\$ | \$ | 20</u> | 209 6<sup>th</sup> Street | Nevada, IA 302



City Hall | 1209 6th Street | Nevada, IA 20201-020 p. (515) 382-5466 | f. (515) 382-4502)

August 2022

TO: Mayor - City Council Members City Administrator Jordan Cook

From: Ryan Hutton Building & Zoning Official

With the recommendation from the Planning and Zoning Commission, we are seeking approval from the City Council Members to approve the Rezoning of 640 S 19<sup>th</sup> Street Outlot A from AR (Agriculture) to R-4 (Multiple Family Dwelling District)

With the recommendation from the Planning and Zoning Commission, we are seeking approval from the City Council Members to approve the Special Use Permit to allow Duplex's to be built on Limited Commercial Zoned Property.

Best Regards, Ryan Hutton Building and Zoning Official



### AGENDA

Planning & Zoning Commission

July 18<sup>th</sup>, 2022 6:15pm

Council Chambers, City Hall 1209 6<sup>th</sup> Street

- 1. Call the meeting to order Roll Call
- 2. Approval of the Agenda
- 3. Approve and place on file the minutes of the June 22<sup>nd</sup>, 2022
- 4. Public Forum: Time for comments from the public on P&Z business other than those listed on this agenda
- 5. Public hearing for rezoning the property at 640 S. 19<sup>th</sup> Street Outlot A from AR(Agricultural) to R-4(Multiple Family Dwelling District)
- 5a. Recommend approval or denial to the City Council.
- 6. Hearing for Special Use Permit at 510 S. 11th Street.
- 6a. Recommend approval or denial to the City Council.
- 7. Election of Officers for 2022
- 8. Nevada Urban Renewal Area/Urban Renewal Plan Amendment
- 9. City Administrator/ Commission Members/ Staff Reports
- 10. Adjourn

This agenda was posted on the official bulletin board Friday July 14<sup>th</sup>, 2022 in compliance with the requirements of the open-meeting law.

### Memo

To: Planning & Zoning Commission

From: Ryan Hutton, Zoning Supervisor

CC: Jordan Cook, City Administrator

Date: 07/18/2022

**RE:** General Information

- 1. Rezoning the property at 640 S 19<sup>th</sup> Street Outlot A from AR(Agricultural) to R-4(Multiple Family Dwelling District): The Planning & Zoning Commission of the City of Nevada, Iowa, has received a request from the property owner, Story County Hospital, to amend the 2020 Zoning of the City of Nevada, Iowa, by changing the zoning classification on the following described property, 640 S. 19<sup>th</sup> Street Outlot A, owned by them and located within the corporate limits of the City of Nevada, Iowa, from an AR(Agricultural) to an R-4 (Multiple Family Dwelling District) District.
- 2. **Special use Permit:** The City of Nevada's Special Use Permit Ordinance allows Duplex to be on Limited Commercial Zoned Property. The proposed area is owned by Cass-Doty LLC. The Special Use Permit requires only a final plat and approval of The Planning& Zoning Commission and The City Council.
- 3. Nevada Urban Renewal Area/ Urban Renewal Plan Amendment:
  The City of Nevada has an updated Urban Renewal Area to be reviewed and accepted.

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

### Special Use Permit

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

1.Property	Address for the Special Use	510 Futh	11th Stre	÷+-
		Wender, IA	50201	
2. Legal De	scription (attach if lengthy):	Section 13 7		•
	lame & Project Description			
	Fortsally adding v			
	ently some property			
-		-		
	: _ Mike Doty			
Address:	65173 160 th 5+	Nevada	IA	50,101
	(Street)	(City)	(State)	(Zip)
Telenhone	515-190-3193			
reiophonor	(Home)	(Business)		(Fax)
5 Proporty (	Dwner: Cass/Doty C	j C.		
o. Property C			~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	
Address: _	15870 Country Club			50201
	(Street)	(City)	(State)	(Zip)
Telephone:	515-290-3293 or 51	5-290-7728		
·		(Business)		(Fax)

### Special Use Permit

Page 2

6. Cor	ntact Person:	Doty		
Addre	ss: <u>65/73 ).a</u> (Street)	the Harm	TH	56 36
	(Street)	(City)	(State)	(Zip)
Telepl	none: <u>575 146 -</u>	-3177		
•	(Home)	(Busine	ss)	(Fax)
			2	
and or	dinances, <b>the</b> proce	<b>n (are) familiar with a</b> d <b>ural</b> requirements o i <b>n</b> formation which is	of the City of Ne	vada, and have
Signe	Ibv: Mike Dis			6/1/22
0	by: Mike Did (Applicant	t)		(Date)
NO	TE: No other signature	may be substituted for	the Property Ow	ner's Signature(s)
and:	Cosylophy 66 (Property Ow	mer)	<del>-</del> -	(Date)
and: _	(Contact Pers	200		6/1/22
	(Contact Pers	SULI		(Date)

### Proposal for Special use Permit

#### 510 South 11th Street

Our plan is to remodel the existing 6000 sq ft building into three 3 bedroom 1500 sq ft units, and one 2 bedroom 2 bath unit. Then add more 1600 sq ft 3 bedroom 2 ½ bath Triplex units as we fill units with tenants. Our goal would be to have all units completed in 4yrs. Phase one being the existing remodel and one Triplex this year, two or three units the following year, and more every year until we reached the goal of 7 or 8 new units

The property is zoned light commercial now and we would eventually like to change the property to residential. It will be approximately 5 acres and add up to around 30 new individual living spaces.

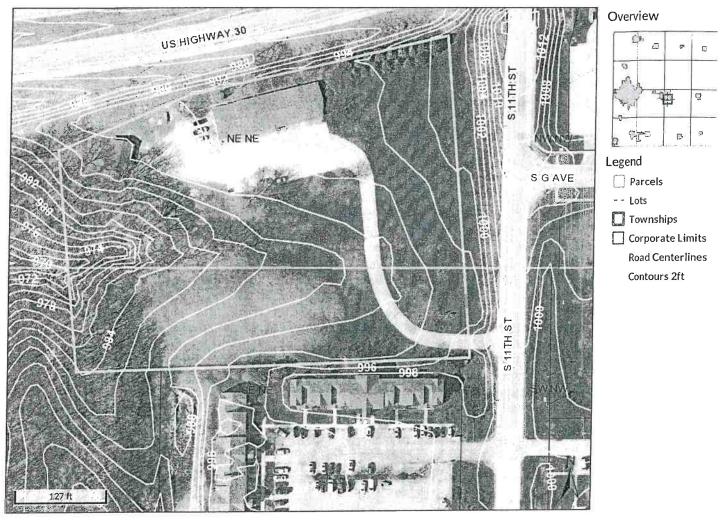
On the large plan there is existing sewer, water, data, electrical, and gas mains marked out and we will work with the city officials to decide where future services to the new units will be routed. We have already discussed the options with the inspector, water superintendent, as well as consulted with the fire chief about the placement of new fire hydrants to sufficiently supply fire dept in case of fire.

There is a copy of the assessor's page, showing the legal description, owners name, and address of the lot. Also on this page is a water shed contour of the land currently. When completed the land will all continue to drain to the same area, just a little less slope than it currently has which will allow more what to soak into the ground before running off to the existing ravine that leads through the timber to Indian creek. So little should change from the natural drainage that is already there.

There will likely be a sign to the right of the driveway as you pull in, but nothing is planned for a name or design yet.

Trash receptacle for the existing building will be placed to the west of the building and a privacy fence built around it, the new Triplex units will have their own trash services and receptacles to place at the end of their drives on trash days.

### Beacon Story County, IA / City of Ames



Parcel ID

1118245100

18-83-22 Sec/Twp/Rng

Property Address 510 S 11TH ST

**NEVADA** 

Alternate ID 1118245100

C - COMMERCIAL Class

Acreage

Owner Address CASS-DOTY LLC 25870 COUNTRY CLUB RD NEVADA, IA 50201

District

10077 - NEVADA CITY/NEVADA SCH

**Brief Tax Description** 

SECTION:18 TOWNSHIP:83 RANGE:22 E1/2 NE BEG 1089'S OF NE COR S363' W580'NW300' TO HY ROW NE186.3'

ELY 367.7' ALONG CURVE SE101.2' TO BEG EX ROAD ROW (593-212) NEVADA

(Note: Not to be used on legal documents)

### Concerning Assessment Parcels and Platted Lots Within the City of Ames Jurisdiction:

The solid parcel boundary lines represent the legal description as recorded and are not necessarily the official platted lot lines. Dashed lines are official platted lots. If a parcel contains dashed lines, please contact the Ames Planning & Housing Department (515-239-5400) to determine which lines can be recognized for building permit or zoning purposes. If you have questions regarding the legal description or parcel measurements, please contact the Story County Auditor's office (515-382-7210).

Date created: 6/22/2022 Last Data Uploaded: 6/22/2022 12:02:37 AM

Developed by Schneider

### NOTICE OF REVIEW OF A SPECIAL USE PERMIT

### IN NEVADA, IOWA

The Planning & Zoning Commission of the City of Nevada, Iowa, has received a request from the property owner, Cass/Doty LLC to review a Special Use Permit to allow a residential property at 510 S. 11<sup>th</sup> Street in Nevada, Iowa

The property for which the Special Use Permit is proposed is legally described as:

Part of the East Half (E1/2) of the Northeast Quarter (NE1/4) of Section Eighteen (18). Township Eightythree (83) North, Range Twenty-two (22) West of the 5th P.M., Nevada, Story County, Iowa described as: Commencing at the intersection of the South Right-of-Way line of the Relocated U.S. Highway No. 30 and the East line of Section Eighteen (18), Township Eighty-three (83) North, Range Twenty-two (22) West of the 5th P.M., Nevada, Story County, lowa said point being approximately 1,089 feet South of the NE Corner of said Sec. 18, thence S00°02'W along the East line of Sec. 18,a distance of 363 feet, thence S87°58'W 580 feet, thence N4°13'W 300 feet to the South. Right-of-Way line of U.S. Highway No. 30, thence proceeding along the South Right-of-Way line to the point of beginning as follows: N66°44'E 186.3 feet, thence Easterly 367.7 feet along a curve concave to the North having a radius of 3,386.3 feet and a central angle of 6°14', thence S45°55'E 101.2 feet to the point of beginning: except, Commencing at the E1/4 Corner of said Sec. 18, thence N00°07′E 1,212 feet on the East line of said NE 1/4; thence S88°18'W 33 feet to the existing Westerly Right-of-Way line of 11th Street, the point of beginning, thence continuing S88°18'W 19.1 feet, thence N4°07 1/2 'W 434.9 feet to the existing Southerly Rightof-Way line of Primary Road No. U.S. 30, thence Easterly 10 feet on said Southerly Right-of-Way line, along a 3,386 foot radius curve, concave Northerly, the chord for which bears N74°05 ½'E and has a length of 10 feet, thence S46°51′E 56.9 feet on said Southerly Right-of-Way line said existing Westerly Right-of-Way line of 11<sup>th</sup> Street, thence S00°07′W 397.1 feet on said Westerly Right-of-Way line to the point of beginning, containing 0.33 acre

The Planning & Zoning Commission of the City of Nevada, Iowa, will conduct a public hearing on this request on the 18th day of July, 2022 at the Planning & Zoning Commission Meeting which is set to begin at 6:15 o'clock P.M., in the Conference Room, Nevada City Hall, 1209 Sixth Street, Nevada, Iowa.

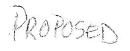
It is your right to attend this hearing and express your views concerning the proposed change, or you may submit your comments in writing to the City Clerk not later than 9:00 o'clock A.M. on the 18th Day of July, 2022.

Respectfully submitted,

City of Nevada, Iowa

Ryan Hutton, Building and Zoning Official

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



Item#_	10E
Date: 🕺	8/2002

ORDINANCE NO.

### AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF NEVADA, IOWA, 2005, CHAPTER 77, PERTAINING TO GOLF CARTS TO BE OPERATED ON CITY STREETS UNDER CERTAIN CONDITIONS

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

**SECTION 1. CHAPTER MODIFIED.** Chapter 77 of the Code of Ordinances of the City of Nevada, Iowa, 2005 entitled GOLF CARTS, is amended and which is hereby adopted to read as follows:

- 77.01 PURPOSE. The purpose of this Chapter of the Code of Ordinances is to permit the operation of golf carts on certain streets in the City, as authorized by Section 321.247 of the Code of Iowa, as amended. This chapter shall apply whenever a golf cart is operated on any city street or alley within the City of Nevada.
- 77.02 **DEFINITIONS.** For the purpose of this ordinance the following words and phrases are defined as follows.
  - 1. "Golf cart" means a three (3) or more wheeled recreational vehicle primarily designed for transportation of person(s) and sporting equipment in the sport of golf that is either electric powered or gas powered.
  - 2. "Operate" means to use or control the movement of the golf cart in any manner or degree.
  - 3. "Operator" means the person who uses or controls the movement of the golf cart.
  - 4. "Passenger" means a person who does not use or control the movement of the golf cart but who merely rides on the golf cart.
  - 5. "Street" means that portion of the street or alley intended for vehicular travel.

### 77.03 OPERATION OF GOLF CARTS PERMITTED.

- 1. Golf carts may be operated upon city streets by persons possessing a valid driver's license, subject to the additional provisions of this Chapter. (Code of Iowa, Sec. 321.247[1])
- 2. Golf carts and operators of golf carts are considered vehicles and shall be subject to the Nevada Traffic Code when operating on city streets.
- 3. Golf carts are not subject to registration provisions of Code of Iowa, Chapter 321. (Code of Iowa, Sec. 321.247[2])

### 77.04 EQUIPMENT REQUIREMENTS.

Golf carts operated upon city streets and alleys shall be equipped with a minimum of the following safety features:

- 1. A slow-moving vehicle sign.
- 2. A bicycle safety flag, the bottom of which shall be above the top of the golf cart.
- 3. Adequate brakes.

(Code of Iowa, Sec. 321.247[1])

- 4. Brake lights.
- 5. Rear view mirror driver's side.

### 77.05 HOURS OF OPERATION.

Golf carts may be operated on city streets and alleys only between sunrise and sunset. Operation of golf carts is not allowed when the snow ordinance is in effect.

(Code of Iowa, Sec. 321.247[1])

77.06 PROHIBITED STREETS. Golf carts shall not be operated upon any City street which is a primary road extension through the City. However, golf carts may cross such a primary road extension. Lincoln Highway, W. 18<sup>th</sup> Street, and 19<sup>th</sup> Street are hereby designated as primary road extensions in the City. (I like this one better)

OR

### 77.06 PROHIBITED STREETS.

Golf carts shall only be operated upon streets with a posted speed limit of 30 MPH or less and shall not be operated on any city streets which are a primary road extension though the city but shall be allowed to cross a primary road extension.

(Code of Iowa, Sec. 321.247[1])

### 77.07 RULES OF OPERATION.

- 1. Except when executing a left turn, golf carts shall be driven as close as practicable to the right-hand edge of the right-most motorized travel lane.
- 2. When necessary to prevent congestion of traffic, golf carts shall be pulled to the right-hand edge of streets and be stopped to allow other motor vehicles traveling in the same direction to pass.
- 3. When two or more golf carts are being operated in the same direction and general vicinity, they shall proceed in single file.
  - 4. No golf carts shall be operated upon city sidewalks or multi-use trails.
- 5. The operator of a golf cart shall yield the right of way to pedestrians, bicycles, electric scooters, and electric bicycles.
- 6. If the golf cart is not equipped with turn signals, the operator of the golf cart shall use hand signals to indicate turning movements.

- 7. No golf cart shall be operated along city streets while under the influence of alcoholic beverages, narcotics, or habit-forming drugs. There shall be no open containers with alcoholic beverages within the golf cart.
- 8. No person shall operate a golf cart in a careless, reckless, or negligent manner endangering the person or property of another or causing injury or damage to same.
- 9. The operator of a golf cart shall be responsible for the safety of all passengers on the golf cart and shall not allow reckless or dangerous behavior by passengers on said vehicles.
- 10. The operator of a golf cart shall limit occupancy of the golf cart to the number of seats for which the vehicle is registered and occupants shall ride in approved seats while the golf cart is in motion.
- 11. Golf carts shall not be operated when visibility is such that there is insufficient light to clearly see persons and vehicles at a distance of 500 feet or less.
- 12. No person shall leave a golf cart unattended on public property while the motor is running or keys in the ignition.

### 77.08 PARKING.

Golf carts shall be parked in standard automobile parking spaces. No golf cart may be parked in such a way as to obstruct vehicular, pedestrian, or bicyclist traffic.

### 77.09 USAGE DURING SPECIAL EVENTS.

Golf carts may be used in support of special events sponsored or as permitted by the City. Operators and passengers shall comply with this chapter any other conditions established by the City for any specific event, which conditions shall be set forth in writing from the City Administrator or designee.

### 77.10 ACCIDENT REPORTS.

Either the operator, or someone acting for the operator, shall immediately notify a law enforcement officer whenever a golf cart is involved in an accident resulting in injury or death to anyone, or property damage in the amount of \$1,500 or more, and shall file an accident report within 48 hours.

### 77.11 NEGLIGENCE.

The owner and operator of a golf cart are jointly and severally liable for any injury or damage by negligent operation of the golf cart.

### **77.12 PENALTY.**

A person who violates the provisions of Iowa Code, section 321.247 is guilty of a simple misdemeanor punishable as a scheduled violation under Code of Iowa, Section 805.8A, subsection 3. In addition, a person who violated this ordinance may be cited for a municipal infraction with fines as set forth in Chapter 4 of the Nevada Municipal Code.

(Code of Iowa, Sec. 321.247[3])

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

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

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

Passed and approved by the Council the	day of,	:
	Brett Barker, Mayor	
ATTEST:		
Kerin Wright City Clerk		



Item#_	10F
Date:	8/8/2029

### ORDINANCE NO. \_\_\_\_

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF NEVADA, IOWA, 2005, BY ADDING CHAPTER 78, ALL TERRAIN VEHICLE AND OFF ROAD UTILITY VEHICLE, TO PERMIT TO BE OPERATED ON CITY STREETS UNDER CERTAIN CONDITIONS

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

**SECTION 1. NEW CHAPTER.** The Code of Ordinances of the City of Nevada, Iowa, 2005, is amended by adding a new Chapter 78, entitled All-Terrain Vehicles and Off-Road Utility Vehicle also known in this ordinance as UTV, which is hereby adopted to read as follows:

- **78.01 PURPOSE.** The purpose of this Chapter of the Code of Ordinances is to permit the operation of ATV's/UTV's on certain streets in the City, as authorized by Section 3211.1(17) of the Code of Iowa, as amended. This chapter shall apply whenever an ATV/UTV is operated on any city street or alley within the City of Nevada.
- **78.02 DEFINITIONS.** For the purpose of this ordinance the following words and phrases are defined as follows.
  - 1. "All Terrain Vehicles (ATV)" means a motorized vehicle not less than three and not more than six non-highway tires that is limited in engine displacement to less than 1000 cubic centimeters and in total dry weight to less than 1200 pounds and that has a seat or saddle designed to be straddled by the operator and handlebars for steering control.
  - 2. "Off-Road Utility Vehicle (UTV)" means a motorized vehicle with not less than four and not more than eight nonhighway tires or rubberized tracks that has a seat that is of bucket or bench design, not intended to be straddled by the operator, and a steering wheel or control levers for control. "Off-road utility vehicle" includes the following vehicles:
    - a. "Off-road utility vehicle type 1" means an off-road vehicle with a total dry weight of one thousand two hundred pounds or less and a width of fifty inches or less.
    - b. Off-road vehicle type 2" means an off-road utility vehicle, other than a type 1 off-road vehicle, with a total dry weight of two thousand pounds or less and a width of sixty-five inches or less.
    - c. Off-road vehicle type 3" means an off-road utility vehicle, other than a type 1 off-road vehicle, with a total dry weight of more than two thousand pounds or a width of sixty-five inches or both.
  - 3. "Operate" means to use or control the movement of the ATV/UTV in any manner or degree.
  - 4. "Operator" means the person who uses or controls the movement of the ATV/UTV.
  - 5. "Passenger" means a person who does not use or control the movement of the ATV/UTV but who merely rides on the ATV/UTV.
  - 6. "Street" means that portion of the street or alley intended for vehicular travel.

### 78.03 OPERATION OF ATV/UTV PERMITTED.

- 1. ATV's/UTV's may be operated upon the streets of the City by persons possessing a valid Iowa operator's license, and at least eighteen (18) years of age.
- 2. ATV's/UTV's and operators of ATV's/UTV's are considered vehicles and shall be subject to the Nevada Traffic Code when operating on city streets.
- **78.04 PROHIBITED STREETS.** ATV's/UTV's shall not be operated upon any City street which is a primary road extension through the City. However, ATV's/UTV's may cross such a primary road extension. Lincoln Highway, W. 18<sup>th</sup> Street and 19<sup>th</sup> Street are hereby designated as primary road extensions in the City.

#### 78.05 RULES OF OPERATION.

- 1. Except when executing a left turn, ATV'S/UTV'S shall be driven as close as practicable to the right-hand edge of the right-most motorized travel lane.
- 2. When necessary to prevent congestion of traffic, ATV'S/UTV'S shall be pulled to the right-hand edge of streets and be stopped to allow other motor vehicles traveling in the same direction to pass.
- 3. When two or more ATV'S/UTV'S are being operated in the same direction and general vicinity, they shall proceed in single file.
  - 4. No ATV/UTV shall be operated upon city sidewalks or multi-use trails.
- 5. The operator of an ATV'S/UTV'S shall yield the right of way to pedestrians, bicycles, electric scooters, and electric bicycles.
- 6. No ATV'S/UTV'S shall be operated along city streets while under the influence of alcoholic beverages, narcotics, or habit-forming drugs. There shall be no open containers with alcoholic beverages within the ATV/UTV.
- 7. No person shall operate an ATV/UTV in a careless, reckless, or negligent manner endangering the person or property of another or causing injury or damage to same.
- 8. The operator of an ATV/UTV shall be responsible for the safety of all passengers on the ATV/UTV and shall not allow reckless or dangerous behavior by passengers on said vehicles.
- 9. The operator of an ATV/UTV shall limit occupancy of the ATV/UTV to the number of seats for which the vehicle is registered and occupants shall ride in approved seats while the ATV/UTV is in motion.
- 10. ATV'S/UTV'S shall not be operated when visibility is such that there is insufficient light to clearly see persons and vehicles at a distance of 500 feet or less.
- 121 No person shall leave an ATV/UTV unattended on public property while the motor is running or keys in the ignition.
- **78.06 SPEED.** No ATV's/UTV's shall be operated on any City Street at a speed in excess of the posted speed limit with maximum speed of thirty-five (35) miles per hour.
- **78.07 EQUIPMENT.** ATV's/UTVs shall comply with the equipment required by state law, including Iowa Code Section 321.234A.

- 77.08 PARKING. ATV's/UTVs shall be parked in standard automobile parking spaces. No ATV's/UTVs may be parked in such a way as to obstruct vehicular, pedestrian, or bicyclist traffic.
- **78.09 HOURS AND DATES.** ATV's/UTV's may be operated on City streets between 4 a.m. to 10 p.m.
- **78.10 TRAVEL PROHIBITED.** It shall be unlawful to operate ATV's/UTV's in any public cemetery, park, playground, or on any sidewalk or trail or any other publicly owned property without express written permission from the City, public parking areas excluded.
- **78.11 OCCUPANT LOAD.** It shall be unlawful to operate ATV's/UTV's in excess of the designed occupant load thereof or ride on any portion not designed to carry passengers.
- 78.12 PROOF OF FINANCIAL LIABILITY COVERAGE. No person shall operate an ATV/UTV on any public street, or alley without proof of financial liability coverage for the vehicle and carried proof of such financial liability coverage in accordance with Section 321.20B of the Code of Iowa.
- **78.13 ACCIDENT REPORTS.** Either the operator, or someone acting for the operator, shall immediately notify a law enforcement officer whenever an ATV/UTV is involved in an accident resulting in injury or death to anyone, or property damage in the amount of \$1,500 or more, and shall file an accident report within 48 hours.
- **78.14 NEGLIGENCE.** The owner and operator of an ATV/UTV are jointly and severally liable for any injury or damage by negligent operation of the golf cart.
- **78.15 PENALTY.** A person who violates the provisions of Iowa Code, section 321.234A is guilty of a simple misdemeanor punishable as a scheduled violation under Code of Iowa, Section 805.8A, subsection 3. In addition, a person who violated this ordinance may be cited for a municipal infraction with fines as set forth in Chapter 4 of the Nevada Municipal Code.
- **SECTION 2. REPEALER.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.
- **SECTION 3. SEVERABILITY CLAUSE.** If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.
- **SECTION 4.** WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and approved by the Council the	e day of,	
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	Brett Barker, Mayor	_
ATTEST:		
Kerin Wright, City Clerk		

Item # 10 G

Date: 8 8 9000

### City of Nevada, Iowa

August 8, 2022



**WWTP Project and SRF Financing Review** 



Michael Maloney, Managing Director (515) 471-2723 mmaloney@dadco.com

### Agenda / Overview



- This follow-up is related to the remaining financing for the WWTP and related improvement project.
- City Council must address sewer user rates to be able to submit loan application to the Iowa Finance Authority.
- City Council will take action to adopt new rates and charges starting at the August 22<sup>nd</sup> Council meeting (first of three potential readings).
- City Council will review today:
  - ✓ Remaining Plan of Finance
  - ✓ Proposed User Rate Impact



- This project is required by Iowa DNR and not at option of City as it must maintain treatment standards to maintain permit(s).
- City bid WTTP portion of project in late 2020 and construction has been underway through 2021.
  - ✓ City has bid remaining phases (III & IV).
- City issued three series of financing (\$21.360 million) and will now be issuing fourth series (\$20.900 million).
  - ✓ Assumes \$6.0 million of cash applied to project.
- The City will need to adopt sewer rate adjustments sufficient to support repayment of next portion of debt.
  - ✓ City must have first reading of ordinance before submitting loan application to Iowa Finance Authority (new as of July 1<sup>st</sup>).



### Project Costs and Scenario Assumptions



- Grand Total \$63.772 million Project Costs (including planning, design & construction management).
  - ✓ \$42.606 million total Wastewater Treatment Plant project cost (Phases I & II).
    - Includes Dirt Work and Alliant Energy Electric Install.
  - ✓ \$7.777 million lift station improvements (Phase III).
  - ✓ \$13.389 million trunk line improvements (Phase IV).
- \$2.481 million total other capital project costs for FY 22 through FY 27.
  - ✓ Includes nutrient removal for treatment plant.
  - ✓ Balance is per latest CIP.
- Sewer fund balance dependent on coverage and final costs.
  - ✓ Average of last 5-6 years fiscal year ending balance was \$1.2 million.
  - ✓ Additional revenues designated for future capital needs (capital fund).
    - \$2.7 million for contingency towards WWTP (expected to be part of cash applied).
- Conservatively projecting no increases in usage/users.
- Projected 1.00% annual operating expense increases.



- Project is being financed through the State Revolving Fund (SRF)
   program using loans repaid by sewer revenues.
  - ✓ Sewer Revenue Notes (one series) payable only from sewer revenues.
    - Provides necessary proceeds to cover all project costs.
    - 20-year term (standard) or 30-year term (eligible).
    - 2.00% interest rate (20-year) or 3.00% interest rate (30-year).
    - Can pre-pay at anytime with no penalty.
- Could also apply funds from designated sewer construction reserves.
  - ✓ Latest model assumes approximately \$6.0 million would be applied to project (this is in addition to prior land purchase).



### Additional Scenario Considerations



- Treatment Plant Equipment is 30-50-year equipment.
- Significant rate adjustments will be needed to support project.
  - ✓ Potential for (inflationary) adjustments in future years dependent upon future population growth and usage factors.
    - To cover 1.00% projected annual operating expense growth and additional targeted CIP projects.
- Capital fund would have positive fund balance available through FY
   23-24 budget year.
  - ✓ This would be applied to address identified CIP capital projects on a pay-as-you-go basis.
- Additional revenues could be applied to early repayment of debt.



- City has issued \$21.360 million of SRF Loans to date.
  - ✓ Expected \$37.0 million of remaining SRF financing.
- Latest Burke Agreement draft assumes \$16.1 million maximum funding for their portion.
  - ✓ Taxable SRF loan will be issued upon full execution of final agreement.
- City is responsible for repayment of the remaining \$26.9 million of project costs.
  - ✓ Must set rates and charges sufficient for repayment before submitting SRF loan application next target date is August 24<sup>th</sup> for September approval.
    - First ordinance reading planned for Monday, August 22<sup>nd</sup>.



### Key Utility Finance Metrics



- Two key items can be evaluated to determine basic financial health of the utility system:
  - ✓ Debt Service Coverage
    - The amount of net revenues (operating revenues less operating expenses) divided by required annual debt service payments.
    - Minimum is typically pledged as part of any debt agreement and can range from \$1.10 X of debt service to \$1.25 X.
  - ✓ Cash Balance as % of Operating Expenses (Days Cash on Hand)
    - The amount of unreserved, unrestricted reserves that can be used to pay for operations if necessary.
    - Minimum target for financial health of 25% of annual operating expenses (90 days cash).
      - Also consider baseline dollar target (example: \$1.0 million).



	Audit	Audit	Audit	Audit	Audit	Actual
	FY 2016-17	FY 2017-18				FY 2021-22
						MINANCE CONTRACTOR OF THE PARTY
OPERATING REVENUES	\$1,314,055	\$1,383,958	\$1,326,713	\$1,329,341	\$1,711,037	\$2,052,603
OPERATING EXPENSES	\$701,209	\$619,448	\$750,986	\$759,379	\$958,462	\$968,047
NET OPERATING INCOME	\$612,846	\$764,510	¢575 727	\$560,062	לקבן בקר	¢1 00/ EEC
			\$575,727	\$569,962	\$752,575	\$1,084,556
Investment Interest	17,180	13,830	63,831	72,488	77,908	23,370
Net Revenues for Debt Service	\$630,026	\$778,340	\$639,558	\$642,450	\$830,483	\$1,107,926
Total Debt Service Paid by Sewer	\$0	\$0	\$0	\$0	\$6,231	\$294,505
DEBT SERVICE COVERAGE						
Net Revenues/ Revenue Debt	n/a	n/a	n/a	n/a	133.28 X	3.76 X
CASH FLOW AFTER DEBT	\$630,026	\$778,340	\$639,558	\$642,450	\$824,252	\$813,421
ENDING UNRESTRICTED CASH	\$1,514,820	\$1,605,416	\$1,536,232	\$588,828	\$2,244,843	\$2,793,264
Cash as % of Expenses	216.0%	259.2%	204.6%	77.5%	234.2%	288.5%



### City Sewer Fund Projection (\$6 million Cash Applied)



	Projected FY 2023-24	Projected FY 2024-25	Projected FY 2025-26	Projected FY 2026-27	Projected FY 2027-28
OPERATING REVENUES	\$4,377,650	\$4,377,390	\$4,440,761	\$4,440,331	\$4,440,301
OPERATING EXPENSES	\$924,408	\$933,653	\$942,989	\$952,419	\$961,943
NET OPERATING INCOME	\$3,453,241	\$3,443,737	\$3,497,772	\$3,487,912	\$3,478,358
Investment Interest	9,041	9,703	9,501	10,275	6,364
Net Revenues for Debt Service	\$3,462,282	\$3,453,440	\$3,507,274	\$3,498,188	\$3,484,722
Total Debt Service Paid by Sewer	\$3,114,880	\$3,113,670	\$3,113,530	\$3,113,410	\$3,113,290
DEBT SERVICE COVERAGE					
Net Revenues/ Revenue Debt	1.11 X	1.11 X	1.13 X	1.12 X	1.12 X
CASH FLOW AFTER DEBT	\$347,402	\$339,770	\$393,744	\$384,778	\$371,432
ENDING UNRESTRICTED CASH	\$1,940,503	\$1,900,273	\$2,055,017	\$1,272,794	\$1,429,227
Cash as % of Expenses	209.9%	203.5%	217.9%	133.6%	148.6%



- Sewer Fund is transitioning to a utility with \$1.3 million of annual revenue (FY
   17) to one that will require over \$4.4 million of annual revenue.
  - ✓ Necessary to cover operating costs PLUS debt service on SRF loans.
- Debt service coverage must be maintained at a minimum of 1.10 X annual debt payments per loan covenants with lowa Finance Authority.
  - ✓ Near term rate adjustment needed to demonstrate rate sufficiency going forward.
- Cash reserves are strong currently and project favorably.
  - ✓ City can consider applying cash to reduce debt and rate impact.
- City has issued prior debt on a 20-year loan amortization.
  - √ 30-year option will be used for remaining 'City' (non-Burke) portion.
    - This structure helps reduce user rate impact.



Proposed Sewer User Rates (\$6 million Cash Applied)



	Actual	Actual	Actual	Current	Proposed
	FY 10-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24
Monthly minimum charge (includes no usage)	\$8.44	\$10.13	\$12.16	\$20.00	\$20.00
Sewer construction charge	\$1.69	\$2.03	\$2.44	\$5.00	\$14.00
Use Charge (per 1,000 gallons)	\$4.35	\$5.22	\$6.26	\$6.26	\$10.00
Average Monthly Bill (Residential/Small Commercial)					
Assumes 4,000 gallons	\$27.53	\$33.04	\$39.64	\$50.04	\$74.00
Assumes 10,000 gallons	\$53.63	\$64.36	\$77.20	\$87.60	\$134.00

- Rate ordinance to be adopted starting at August 22<sup>nd</sup> Council meeting.
  - ✓ Rates can be made effective starting 2023.



- D.A. Davidson is prepared to work with Kerin to complete the SRF loan application for August 24<sup>th</sup> deadline.
  - $\checkmark$  City must have first ordinance reading on sufficient rates before submitting.
- City has already held public hearing on \$39.900 million for Phase II financing.
  - ✓ City must have public hearing on remaining balance (\$17.0 million).
    - Proceedings to set hearing will be on August 22<sup>nd</sup> agenda.
- Burke portion of financing will move forward once final agreement is executed.
  - $\checkmark$  That signed agreement serves as the 'rate sufficiency' for SRF loan application.





# SOURCES AND USES OF FUNDS

City of Nevada, Iowa - Sewer Fund WWTP Project - Combined Financing

Dated Date Delivery Date	01/29/2021 01/29/2021	04/30/2021 04/30/2021	01/28/2022 01/28/2022	09/30/2022 09/30/2022	09/30/2022 09/30/2022	
Sources:	Sewer Revenue Bonds, Series 2021 (WWTP - SRF Phase I)	Taxable Sewer Revenue Bonds, Series 2021A (WWTP - SRF Phase II, Part	Taxable Sewer Revenue Bonds, Series 2022A (WWTP - SRF Phase II, Part	Sewer Revenue Bonds, Series 2022B (WWTP - SRF Phase II, Part C, Phase III & Phase IV)	Taxable Sewer Revenue Bonds, Series 202C (Burke Portion - 25.7%)	Total
Bond Proceeds: Par Amount	1,360,000.00	10,000,000.00	10,000,000.00	20,838,000.00	16,120,000.00	58.318.000.00
Other Sources of Funds: City Cash Applied				6,000,000.00		00'000'000'9
	1,360,000.00	10,000,000,00	10,000,000.00	26,838,000.00	16,120,000.00	64,318,000.00
Uses:	Sewer Revenue Bonds, Series 2021 (WWTP - SRF Phase I)	Taxable Sewer Revenue Bonds, Series 2021A (WWYP- SRF Phase II, Part	Taxable Sewer Revenue Bonds, Series 2022A (WWYP - SRF Phase II, Part B)	Sewer Revenue Bonds, Series 2022B (WWTP - SRF Phase II, Part C, Phase III & Phase IV)	Taxable Sewer Revenue Bonds, Series 2022C (Burke Portion - 25.7%)	Total
Project Fund Deposits: Phase I - Dirt Work Phase I - Engineering Construction Services Planning & Design (Engineering/Design/Feasability) Phase II - WM/TP Improvements Alliant Energy Electric Install Phase II - Engineering Construction Services Phase III - Engineering Construction Services Phase III - Engineering Construction Services Phase IV - Trunk Line Improvements Phase IV - Engineering Construction Services	1,133,757.00	2,001,432.95 6,984,763.81 325,300.00 598,503.24	9,631,935.92	244,656.05 10,019,850.27 665,157.68 5,258,211.00 520,100.00 9,205,027.00	776,911,00 9,213,450,00 533,275.00 1,818,789.00 179,900.00 3,183,973.00	1,133,757.00 199,000.00 3,023,000.00 35,850,000.00 325,300.00 2,075,000.00 7,077,000.00 700,000.00
	1,332,757.00	9,910,000.00	9,910,000.00	26,656,002.00	15,963,298,00	1,000,000.00
Delivery Date Expenses: Cost of Issuance IFA Initiation Fee	18,400.00 6,800.00 25,200.00	40,000.00 50,000.00 90,000.00	40,000.00 50,000.00 90,000.00	77,095.00 104,190.00 181,285.00	75,300,00 80,600,00 155,900,00	250,795.00 291,590.00 542,385.00
Other Uses of Funds: Contingency	2,043.00			713.00	802.00	3,558.00
	1,360,000.00	10,000,000.00	10,000,000.00	26,838,000.00	16,120,000.00	64,318,000.00

# Nosaiwaya

# BOND DEBT SERVICE BREAKDOWN

City of Nevada, Iowa - Sewer Fund WWTP Project - Combined Financing

Parable Sewer	84,704,233,16	21,706,283.33	36,591,656.50	12,386,493.33	12,335,382.22	1,684,417.78	1
Bands   Sewer   Sewer Revenue Bonds   Series 20226	2,356,640.00		2,355,540.00				
Parable Sewer   Sewer Revenue Bonds,   Series 20226   Phase II, Part   Part C, Phase II, Bart   Series 20226   Phase II, Part   Part C, Phase II, Bart   Portion - III & Phase II, Part   Part C, Phase II, Bart   Portion - III & Phase II, Part   Part C, Phase II, Bart   Portion - III & Phase II, Part   Part C, Phase II, Bart   Part C, Phase III, Bart   Part C, Phase III, Bart   Part C, Phase III, Bart   Part C, Phase II, Bart P	2,356,270.00		2,356,270.00				06/01/2052
Bonds   Sever   Seve	2,355,950.00		7,355,950,00				06/01/2051
Parable Sewer   Sewer Revenue Bonds,   Series 20226   Phase II, Part   Part C, Phase II, Burke Portion - Part C, Phase III & Phase III, Burke Portion - III & Phase III	2,355,740.00		2,030,140,00				36/01/2050
Bands   Sewer   Sewer Revenue Bonds   Series 20226	2,356,730,00		2,356,730,00				06/01/2049
Parable Sewer   Sewer Revenue Bonds   Revelue Bonds   Revelu	2,355,920.00		2,555,520,00				06/01/2048
Parable Sewer   Sewer Revenue Bonds,   Series 20226   Series 202	2,356,400,00		2,355,400,00				06/01/2047
Bands   Sewer Revenue Bonds   Series 20226   Phase II, Part   Part C, Phase II, Series 20226   Phase II, Part   Part C, Phase II, Series 20226   Phase II, Part   Part C, Phase II, Series 20226   Phase II, Part   Part C, Phase III & Series 20226   Ser	2,356,200,00		2,330,200,00				05/01/2046
Paxable Sewer   Sewer Revenue Bonds,   Series 20226   Phase II, Part   Part C, Phase II,   Series 20226   Phase II,   Part C, Phase II,   Series 20226   Phase II,   Part C, Phase II,   Series 20226   Phase II,   Part C, Phase II,   Series 20226	2,356,380.00		2,356,380,00				06/01/2045
Banda   Sewer   Sewer Revenue   Bonds   Series 20226	2,355,970.00		2,355,970.00				06/01/2044
Paxable Sewer   Sewer Revenue Bonds   Series 20226   Phase II, Phase III, Phase III, Series 20226   Phase III, Phase III, Series 20226   Phase III, Phase	3,107,860,00	1,125,790.00	0.076,970.00	00.000,700			36/01/2043
Paxable Sewer   Sewer Ravanue   Revenue Bonds,   Rough WWTP - SRF   Series   Paxable Sewer   Series 20226   Phase II,   Part   Phase III,   Part   Phase III,   Part   Phase III,   Part   Phase III,   Part   Part   Phase III,   Part	3,113,180.00	1,125,620.00	00.009,629	037,700,00			06/01/2042
Parable Sewer   Sewer Revenue Bonds,   Series 20226	3,113,050.00	1,125,520,00	07,030,00	697,760,00	637,500,00	86.700.00	06/01/2041
Paxable Sewer   Sewer Ravanue   Revenue Bonds,   Rough WWTP - SRF   Series   Paxable Sewer   Series 20226,	3,113,520.00	1,125,520.00	00.099,629	627,390,00	637,760,00	86.360.00	06/01/2040
Parable Sewer   Sewer Revenue   Parable Sewer   Sewer Revenue Bonds   Series 20226	3,113,620,00	1,125,650.00	00,080,020	637 560 00	637,780,00	87,000,00	06/01/2039
Paxable Sewer   Sewer Revenue Bonds,   Series 20226	3,113,370.00	1,124,910,00	00.027,629	630 440.00	637 560 00	86.600.00	06/01/2038
Sewer   Sewer Revenue   Faxable Sewer   Sewer Revenue Bonds   Series 20226   WWYTP - SRF   Series 20226   Phase II, Series 20226   Phase III, Phase	3,112,810.00	1,125,360,00	00.007,029	637,340,00	638 120 00	87.180.00	36/01/2037
Parable Sewer   Sewer Revenue Bonds   Series 2022	3,111,960,00	1,125,000,00	625,780.00	637,420.00	637 440 00	86 720 00	06/01/2036
Taxable Sewer   Sewer Revenue   Revenue Bonds,   Bonds, Series   Paxable Sewer   Series 20226   WuYIP - SRF   Series 20226   WuYIP - SRF   SRF Phase II,   Bards   Part C, Phase II,   Part C, Phase II,   Series 20226   Phase II,   Part C, Phase II,   Series 20226   Series 20	3,113,920.00	1,125,890,00	625,810.00	028,100,00	627,420.00	86 220 00	06/01/2035
Taxable Sewer   Sewer Revenue   Bonds, Series   Series 2022c	3,113,660,00	1,125,000,00	625,840.00	637,560.00	632, 100.00	86 700 00	06/01/2034
Taxable Sewer   Sewer Revenue Bonds,   Bonds, Series   Taxable Sewer Series 2026   Bonds, Series 2026   Bonds, Series 2026   Phase II, Part Phase II, Series 2022   Phase II, Part Phase II, Series 2022   British Phase II,	3,113,220.00	1,125,390,00	625,870,00	037,520.00	00,000,000	87 160 00	06/01/2033
Taxable Sewer   Sewer Revenue   Revenue Bonds   Series 2022A   Bonds, Series   Series 2022A   Series 2022C   Phase II, Series 2022C   Phase II, Series 2022C   Phase II, Series 2022C   Phase II, Series 2022C   Phase III, Series 2022C   Series 202C   Series	3,113,640.00	1,125,060.00	625,900.00	537,880.00	00,020,000	86 580 00	16/01/2032
Taxable Sewer   Sewer Revenue Bonds   Bonds   Series   Taxable Sewer Series 20226	3,112,930.00	1,125,040.00	625,930,00	637,740,00	637 920,00	RF 980 00	06/01/2031
Taxable Sewer   Sewer Revenue   Bonds, Series   Bonds, Series   Carable Sewer   Sever   Bonds, Series   Carable Sewer   Series 20224	3,113,140,00	1,125,360,00	625,960.00	627,400.00	637 880 00	86.340.00	06/01/2030
Taxable Sewer   Sewer Revenue   Bonds   Series   Bonds   Series   Bonds   Series	3,113,290.00	1,125,020.00	625,990,00	637 400 00	637.740.00	BE 680 00	96/01/2029
Taxable Sewer   Sewer Revenue   Revenue Bonds,   Bonds, Series   Taxable Sewer   Series 20226	3,113,410.00	1, 125,050,00	626,020.00	620,100.00	637 400 00	87,000,00	06/01/2028
Taxable Sewer   Sewer Revenue   Revenue Bonds   Bonds   Series   Taxable Sewer   Series 20224   Series 20224   Series 20224   Series 20224   Series 20224   Series 20224   Phase II, Part C, Phase III, Series 20224   Phase III, Phase III, Series 20224   Series	3,113,530,00	1,125,480.00	626,050,00	638 180 00	637 880 00	86.280.00	36/01/2027
Taxable Sewer   Sewer Revenue   Revenue Bonds   Bonds   Series   Partelle Sewer   Series   Partelle Sewer   Series   Partelle Sewer   Series   Partelle Revenue Bonds   P	3,113,670.00	1,125,310.00	00.090,020	637,220,00	638 180 00	86,540,00	06/01/2026
Taxable Sewer   Sewer Revenue   Revenue Bonds   Bonds, Series   Taxable Sewer   Series   2028   WWTP - SRF   Plaze     SRF Plaze     SRF Plaze     SRF Plaze     SRF Plaze     SRF Plaze       SRF Plaze       SRF Plaze	3,114,880.00	1, 125, 570.00	00.0110.00	638 220 00	637 280 00	86,780,00	06/01/2025
Taxable Sewer   Sewer Revenue   Revenue Bonds   Bonds   Series   Taxable Sewer   Series 20226   Series   Series 20226   Phase II, Part C, Phase II   Series 20226   Phase II, Part C, Phase III   Revenue Bonds   Series 20226   Phase III   Revenue Bonds   Series 20226   Phase III   Revenue Bonds   Series 20226   Phase IV   Series 20226   Phase IV   Part C, Phase IV   Par	1,669,399.83	324,743.33	626 140 00	637 980 00	638,220.00	87,000.00	16/01/2024
Revenue Bonds, Bonds, Series Taxable Sewer Series 2022A (WWTP - SRF Pitase II, Part Part C, Phase II, Part Phase II, Part Phase II, Beries 2012C Phase III & Phase IV, Part C, Phase IV, Phase IV, Phase IV, Phase IV, Phase IV, Pha	314,/55.55	224 742 22	419 496 50	201.000.00	637,980.00	86,180.00	06/01/2023
Taxable Sewer Sewer Revenue Revelue Bonds, Bonds, Series Taxable Sewer Series 2022A (WWTP - SRF SRF Phase II, Series 2022C Phase II, Part C, Phase III & Phase IV) 25.7%	8/71/./8			68,333,33	218,222.22	28,200.00	16/01/2022
Taxable Sewer Sewer Revenue Revenue Bonds, Bonds, Series Taxable Sewer Series 2022A 2028 WWYTP - Revenue Bonds, (WWYP - SRF SRF Phase II, Series 2022C Phase II, Part Part C, Phase (Burke Portion - B) III & Phase IV) 25.7%	25 550 0					9,217.78	06/01/2021
Taxable Sewer Sewer Revenue Revenue Bonds, Bonds, Series Series 202A 2022B (WWTP - Revenue (WWTP - SRF SRF Plase II, Series Phase II, Part Part C, Phase (Burke P	Total	25.7%	III & Phase IV)	8	₹	li acciui.	,
Taxable Sewer Sewer Revenue Revenue Bonds, Bonds, Series Series 2022A 2022B (WWTP - FR SEP Phase II, Bones III, Bones II, Bone		(Burke Portion -	ran C, Phase	I Mase II, Pall	100	Mesed I	Ending
Taxable Sewer Sewer Revenue Revenue Bonds, Bonds, Series Series 202A 2022B (WWTP - R.		Series 2022C	Dot O Deer	Dhase II Dat	Phase II Part	2021 (WWTP - SRF	Period
Taxable Sewer Sewer Revenue Revenue Bonds, Bonds, Series Series 20228 (WWVP - R.		Series 2022	SRE Phase II	(WWTP - SRF	(WWTP - SRF	Bonds, Series	
Taxable Sewer Sewer Revenue		Revenue Bonds	2022B /WWTP -	Series 2022A	Series 2021A	Sewer Revenue	
Tourship			Sewer Revenue	Douglio Bonde	Revenue Ronds		

# DRAFT: Preliminary, subject to change

**EXHIBIT S** 

## City of Nevada, Iowa Sewer Enterprise Fund

Sewer Usage Growth - Residential 0.00%
Sewer Usage Growth - Commercial 0.00%
Operating Expenses (FY 22 and beyond) 1.00%
Interest Rate (Assumed for Earnings) 0.50%

							30-year Term (3%) \$6 million cash applied	30-year Term (3%)
William Cal	INTERNATIONAL PROPERTY.	<b>建筑线器</b> 的形态	Revenue/	djustments	として できる	STATE OF PERSONS ASSESSMENT	MAKE THE SHADE	
07/01/16	3.00%	07/01/19	0.00%	07/01/22	25.24%	07/01/25	2 00%	
07/01/17	2.90%	07/01/20	20.01%	07/01/23	0.00 P. 80	07/01/26	2,00.7	
07/01/18	0.00%	07/01/21	100 C	07/01/24	%000	77/01/20	0.00%	

sewer Usage Growth - Commercial Operating Expenses (FY 22 and beyond)	0.00%		07/01/17	2.90%	07/01/20	20.01%	07/01/23	0 30 co	07/01/25	7.00% 0.00%	
nterest Rate (Assumed for Earnings)	0.50%	1	01/07/10	0.00%	07/01/21	T Th	07/01/24	0.00%	07/01/27	0.00%	
Ā											
		- 1									
	Audit ev 2017 10	Augh	Anothe	Audit	Actual	Budget	Projected	Projected	Projected	Projected	Projected
SEWER BATES				4074024	10 407-174	ev 2022/25	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
Monthly Minimum Charge	\$8.44	\$8.44	77 85	\$10.10	0,000	000	0		į		
Sewer Construction Fee 2	\$1.69	\$1.69	\$1.69	\$2.03	\$2.44	\$5.00	\$20.00	\$20.00	\$20.40	\$20.40	\$20.40
Usage Charges (per 1,000 gallons)										000	00:440
Sewer Usage Fee 3	\$4.35	\$4.35	\$4.35	\$5.22	\$6.26	\$6,26	\$10.00	\$10.00	\$10.20	\$10.20	\$10.20
Avg. Monthly Bill (assumes 4,000 gallons) 4	\$27.51	\$27.53	\$27.53	\$33.04	\$39.64	\$50.04	\$74.00	\$74.00	\$75.50	\$75.50	\$75 50
Avg. Monthly Bill (assumes 10,000 gallons) 5	\$53.59	\$53.63	\$53.63	\$64.36	\$77.20	\$87.60	\$134.00	\$134.00	\$136.70	\$136.70	\$136.70
Ave Revenue per 1,000 Gallons $arepsilon$	\$8.22	\$6.64	\$6.65	\$8.57	\$10.36	\$13.08	\$19.35	\$19.35	\$19.73	\$19.73	\$19.73
SEWER USERS											
Commercial 7	208	204	209	209	209	209	209	209	000	C	GOL
City 8	0	0	0	0	C	C		607	004	607	607
Government 9	27	27	25	25	25	25	ر در	0 x	ם הל	ם גר	0 1
Industrial 10	O	σ	6	6	σ	0	6	3 0	C, C	67	2 '
Residential 11	2,467	2,483	2,526	2.526	7 576	7 576	2526	و عدء د	י ט גר	י ט ני	5
Sewer Users - Total 12	2,711	2,723	2,769	2,769	2,769	2,769	2.769	2.769	2.769	2,526	2,526
4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4								00.7/1	60.42	2,103	6,103
SEWER CONSUMPTION (CUBIC FEET)						11105					
Commercial 13					1,562,652	1,562,652	1,562,652	1,562,652	1,562,652	1.562.652	1562.652
City 14					0	0	0	0	0	O	0
Government 15					88,452	88,452	88,452	88,452	88,452	88.452	88 452
Industrial 16					8,748	8,748	8,748	8,748	8,748	8.748	8.748
Residential 17					1,009,716	1,009,716	1,009,716	1,009,716	1,009,716	1.009.716	1 009 716
Sewer Consumption - Total 18					2,669,568	2,669,568	2,669,568	2.669.568	2.669.568	2 669 568	2 669 568
SEWER CONSUMPTION (1,000 GALLONS)									22-12-21-	00000	200,000
Commercial 19					11,690,200	11.690.200	11 690 200	11 690 200	11 690 200	11 600 200	000000
City 20					0		221/222/	001/00/11	000,000,11	11,030,200	77,050,410
					661,709	661,709	661,709	661,709	661.709	661,709	661 709
Industrial 22					65,444	65,444	65,444	65,444	65,444	65.444	65,444
Residential 23					7,553,685	7,553,685	7,553,685	7,553,685	7,553,685	7,553,685	7,553,685
the section of the se					19,971,038	19,971,038	19,971,038	19,971,038	19,971,038	19,971,038	19,971,038



Page 1 of 4

**EXHIBIT S** 

# City of Nevada, Iowa Sewer Enterprise Fund

Sewer Usage Growth - Residential 0.00%
Sewer Usage Growth - Commercial 0.00%
Operating Expenses (FY 22 and beyond) 1.00%
Interest Rate (Assumed for Earnings) 0.50%

							30-ye \$6 million	30-year Term (3%) \$6 million cash applied
A STATE OF THE PARTY OF THE PAR	CHARLES PAR	なるのでは	Revenue A	djustments	School Section 1	STATISTICS OF THE PERSON NAMED IN	APERSON AND VALUE	
07/01/16	3.00%	07/01/19	%00.0	07/01/22	10000	70/ 20/ 10		
71/01/17	/000 C	00, 10, 10		77/10/10	60,424.05	01/01/25	7.00%	
11/11/10	4.90%	07/01/70	20,01%	07/01/23	\$5.00 \$5.00	07/01/26	%000	
07/01/18	0.00%	07/01/21	25.90 S.S.	07/01/24	700 U	70/10/20	200.0	
				1 = 1= 01:0	0.00.0	01/01/21	0.00%	

Projected EV 2017, 29	\$125,000 677,851 475,160 2,037,046 1,125,020 224 \$4,440,301	\$961,943 0 0 \$961,943 \$3,478,358 6364 \$3,484,722
Projected EV 2026.27	\$125,000 677,851 475,160 2,037,046 1,125,050 \$4,440,331	\$952,419 0 \$952,419 \$3,487,912 0 0 \$3,498,188
Projected FY 2025-26	\$125,000 677,851 475,160 2,037,046 1,125,480 \$4,440,761	\$942,989 0 0 \$942,989 \$3,497,772 0 0 \$3,507,274
Projected FY 2024-25	\$125,000 664,560 465,192 1,997,104 1,125,310 \$4,377,390	\$933,653 0 0 \$933,653 \$3,443,737 0 0 6,703 \$3,453,440
Projected FY 2023-24	\$125,000 664,560 465,192 1,997,104 1,125,570 \$4,377,650	\$924,408 0 0 \$924,408 \$3,453,241 0 0 \$3,462,282
Budget FY 2022-23	\$125,000 664,560 166,140 1,250,187 54,124 \$2,260,235	\$915,256 0 0 \$915,256 \$1,344,979 \$1,374,169
Actual FY 2021-22	\$334,405 404,052 81,076 1,250,187 0 \$2,069,945	\$906,194 \$906,194 \$1,163,751 10,976 \$1,174,727
Audit FY 2020-21	\$264,272 336,600 67,453 1,042,488 0 224 \$1,711,037	\$958,462 0 0 \$958,462 \$752,575 0 77,908 \$830,483
Audit FY 2019-20	\$123,598 280,444 56,155 868,740 0 403 \$1,329,341	\$759,379 0 \$759,379 \$569,962 0 \frac{72,488}{5642,450}
Audit FY 2018-19	\$126,674 275,785 55,222 868,740 0 291 \$1,326,713	\$750,986 0 0 \$750,986 \$575,727 0 0 \$639,558
Audit FY 2017-18	\$322,179 274,570 54,979 731,265 0 965 \$1,383,958	\$619,448 0 0 \$619,448 \$764,510 0 13,830 \$778,340
OPERATING REVENIES	Use of money and property 25  Minimum revenues 26  Construction Fees 27  Usage Revenues 28  Burke Agreement Debt Payments 29  Miscellaneous 30  Total Operating Revenues 31  OPERATING EXPENSES	Cost of Sales and Services 32 Reserved 33 Depreciation 34 Total Operating Expense 35 OPERATING INCOME 36 Add Back: Depreciation 37 Investment Interest 38 Net Revenues for Debt Service 39



# City of Nevada, Iowa Sewer Enterprise Fund

**EXHIBITS** 

30-year Term (3%) \$6 million cash applied

Assumptions		THE REAL PROPERTY.	MELO
Sewer Usage Growth - Residential	0.00%	07/01/16	w.
Sewer Usage Growth - Commercial	%00"0	07/01/17	2.
Operating Expenses (FY 22 and beyond)	1.00%	07/01/18	o.
Interest Rate (Assumed for Earnings)	0.50%		

THE REAL PROPERTY.	Management	THE PERSON NAMED IN	Revenue A	djustiments	日本の	CONSTRUCTION OF STREET	Punching.
07/01/16	3.00%	07/01/19	0.00%	07/01/22	25.24%	07/01/25	2.00%
07/01/17	2.90%	07/01/20	20,61%	07/01/23	62.23%	07/01/26	7000
07/01/18	0.00%	101/01/21	0000	101/01/0	7000	07/07/20	0.00.0
		77/70//0	2000	47/TO/10	0.00%	17/10//0	0.00%

	Audit FY 2017-18	Audit EV 2018-19	Audit.	Audit	Actual	Budget EV 2027-22	Projected	Projected	Projected	Projected	Projected
Net Revenues for Debt Service 40	\$778,340	\$639,558	\$642,450	\$830,483	\$1,174,727	\$1,374,169	53,462,282	\$3.453.440	\$3 507 274	\$3 AQR 199	CC 707 73
SEWER DEBT SERVICE Series 1995 Sewer CDE 24	Ç	, (c	ć		,					001,001,00	77,404,66
	000	0 9	0 \$	05	05	0\$	\$0	\$0	\$0	\$0	\$0
	O.A.	05	05	\$6,231	\$28.200	\$86,180	\$87,000	\$86,780	\$86,540	\$86,280	\$87,000
	) (	) (	0	0	98,985	637,980	638,220	637,280	638,180	637,880	637,400
- 1		0	0	0	560,095	201,000	637,980	638,220	637,280	638,180	637,880
. 1	0	0	0	0	0	209,749	526,110	525,030	626,050	626,020	625,990
	0	0	0	0	0	127/25	1,125,570	1,125,310	1,125,480	1.125,050	1 125 020
	01	OI	OI	OI	OJ	Ol	0	0	0	0	020,021,1
lotal Sewer Revenue Debt 28	\$0	\$0	\$0	\$6,231	\$187,281	\$1,189,032	\$3,114,880	\$3,113,670	\$3,113,530	\$3,113,410	\$3,113,290
Series 2013 General Obligation Abatements 29	\$0	\$0	\$0	\$0	\$0	Şo	Ç			( )	00-10-10-10-10-10-10-10-10-10-10-10-10-1
Reserved 29	\$0	\$0	\$0	ŞO	) \$	\$ 5	S. 40	0.0	04	20	O.≯.
Total Other Sewer Debt (G.O.) 30	ls,	\$0\$	18	의왕	잃옸	일	일왕	게 S	에 S	의 &	S 5
Total Debt Service Paid by Sewer 31	\$0	0\$	\$0	\$6,231	\$187,281	\$1,189,032	\$3,114,880	\$3,113,670	\$3,113,530	\$3,113,410	\$3.113.290
DEBT SERVICE COVERAGE											
Net Revenues/ Revenue Debt 29 Net Revenues / All Debt 30	n/a n/a	n/a n/a	n/a n/a	133.28 X 133.28 X	6.27 X 6.27 X	1.16 X 1.16 X	1.11 X	1.11 X	1.13 X	1.12 X	1.12 X
CASH FLOW AFTER DEBT 37	\$778 340	\$630 558	\$642 450	¢014 7E1	C007	70 47	4 4 4 4 4	V 77:7	V 67.7	T.12 A	1.12 A
	Ot CO	סרריהרחל	5042,430	2624,232	\$987,446	\$185,136	\$347,402	\$339,770	\$393,744	\$384,778	\$371,432
	(350 010)	0 200	0 25	4,061,679	11,939,211	41,771,167	0	0	0	0	0
	(077,410)	(357,038)	(547,411)	(35/,16/)	(356,497)	2,785,745	0	0	0	0	0
	(348,430)	(341,700)	0	0	664,991	2,000,000	0	0	0	0	С
	(25,038)	(30,004)	(1,242,443)	(2,872,749)	(12,427,774)	(47,986,167)	(215,000)	(380,000)	(239.000)	(1,167,000)	(215,000)
Ailling Surpius / (Deficit) 36	985,084	(\$69,184)	(\$947,404)	\$1,656,015	\$807,377	(\$1,244,118)	\$132,402	(\$40,230)	\$154,744	(\$782,222)	\$156,432
					*****						()
Ending Unrestricted Cash 37	\$1,514,820	\$1,605,416	\$1,536,232	\$588,828	\$2,244,843	\$3,052,220	\$1,808,101	\$1,940,503	\$1,900,273	\$2,055,017	\$1,272,794
Cash as % of Expenses 39	759 2%	71,535,232 701 6%	77 5%	\$2,244,843	\$3,052,220	\$1,808,101	\$1,940,503	\$1,900,273	\$2,055,017	\$1,272,794	\$1,429,227
		2,0;	0/5://	434.4%	330.6%	197.6%	%6.607	203.5%	217.9%	133.6%	148.6%
Sewer Rond Staking Fluid	Ç	ć	(	(	1						
	3,0	0,	04.0	0¢	04	50	\$0	\$0	\$0	\$0	\$0
	0	00	0 0	o C	000	) C	0	0 (	0 (	0 (	0
Sewer Construction 43	1,387,632	1,724,670	2,072,081	2.429.248	2 785 745	) C	0 0		0 0	0 0	0 0
Sewer EPA 44	0	0	0	0	0	0		0 0		<b>5</b>	0 0
Sewer revolving 45	0	0	0	0	0	0	0	0	0 0	0 0	0 0
Sewer capital revolving 46	0	0	0	0	0	0	0	0	0	0	0 0
	01	Ol .	Ol	OI	OI	OI	OI	0	0	0	0 0
lotal Restricted Cash 48	\$1,387,632	\$1,724,670	\$2,072,081	\$2,429,248	\$2,785,745	\$0	\$0	\$0	\$0\$	\$0\$	\$0\$
TOTAL CASH 49	\$2,993,048	\$3,260,902	\$2,660,909	\$4,674,091	\$5,837,965	\$1,808,101	\$1,940,503	\$1,900.273	\$2.055.017	\$1 272 794	\$1 479 227
											A The same of the



Page 3 of 4

Date: 8/4/2022

# DRAFT: Preliminary, subject to change

City of Nevada, Iowa Sewer Enterprise Fund Sewer Usage Growth - Residential 0.00%
Sewer Usage Growth - Commercial 0.00%
Operating Expenses (FY 22 and beyond) 1.00%
Interest Rate (Assumed for Earnings) 0.50%

							30-year Term (3%) \$6 million cash applied
	TO LANGE OF THE PARTY OF THE PA	を の の の の の の の の の の の の の の の の の の の	Revenue A	djustments	COLUMN STATES	SON SAN SERVICES	Total State of the last
07/01/16	3.00%	07/01/19	7000	CC/101/20	2000	10110	
1000		C+ /	2000	77/10/10	St. 100	0//01/25	2.00%
01/01/11	7.30%	07/01/20	2002	07/01/23	000 CC (CC)	20/10/20	,iOO O
07/01/18	/0000	101 101	0.00	1 1 1 1		07/10//0	0.00%
01/10/10	0.00.0	01/01/21	1000 mm	07/01/24	%00.0	07/01/27	%UU 0

**EXHIBIT S** 

Audit	Audit	Audit	Activity	Burdont	Description of	The property of the second	THE STREET STREET		
FY 2017-18 FY 2018-19	FY 2019-20	FY 2020-21	EV 2021.23	EV 7077 23	nainaíon.	Projected	Projected	Projected	Projected
Projected Sewer Capital Improvement Plan:				THE WORKERS	FT 2025-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
WWVTP, Nutrient Removal (transfer to W/W/E)	\$250,000	000000000	000						
	,	2250,000	\$250,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
WWTP, Plant Build	0	4,061,679	11,939,211	26,605,167	C				2200,000
Lift Station	C	C	c	000 127 1	) (	0	0	0	0
the management to include the second section of the section o		0	0	000,///,	0	0	0	0	C
יימוא דוופ בוספרר ווווסנפוופונג	O	0	0	13,389,000	0	0	C	C	0 0
19th St., Fawcett Pkwy to H Ave., 15th to 19th	1,210,000	0	0	C	C	C	0 (	o (	0
Televising	15,000	000 11	000		0	>	>	0	0
Birchard Can		DDV,CT	15,000	15,000	15,000	15,000	15,000	15,000	15,000
Con Salintally Sewer Improvements	265,000	265,000	0	0	0	C	-		
Sewer lining (CIPP) and manhole rehab - 17-18 blocks	0	С	0	C		) (		0	0
Lincoln Highway Reconstruction 1st to 3rd	C	) c	) (		0	0	0	440,000	0
Lincoln Highway Beconstruction 14th to 14th	) (	<b>S</b>	0	0	0	165,000	0	0	C
C11th Ct.	)	0	0	0	0	0	24,000	247 000	) (
5 IIIII St - E Ave to 5 D, Line Sewer	0	0	0	0	0	C		65,000	0 0
E Ave - 11th to 8th, Sewer Replacement	0	0	С	C		) (	) (	000,00	5
Total	Total \$1 740 000	CA FO1 C30			) 	)I	) )	200,000	0
	מססיסד יידה	5/0/TEC/+¢	117,407,214 6/04,211	\$47,986,167	\$215,000	\$380,000	\$239,000	\$1,167,000	\$215,000
								10001	000,0174



### CITY OF NEVADA, IOWA

### SRF (Clean Water) Sewer Revenue Loan, Series 2022B TAXABLE SRF (Clean Water) Sewer Revenue Loan, Series 2022C

Funding for: Wastewater Treatment Plant and Related Improvements (Taxable portion related to Burke Agreement Infrastructure)

Updated: August 2, 2022

		Aug	ust 2	022		
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31		ematti.	

S	M	Т	W	Т	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	21117111111111

### Rate Adjustment Steps

### Financing Action Items

Monday, August 8<sup>th</sup> Council Meeting:

 Council reviews projected rate adjustments

NO LATER THAN August 24th:

 Complete and submit construction loan application (with proforma) to lowa Finance Authority for approval at September 7<sup>th</sup> Board meeting

- Monday, August 22<sup>nd</sup> Council Meeting:
- Council considers first reading of rate ordinance
- (Potential waiving of second and third readings)
- Council sets public hearing for additional authority on financings

- Monday, September 12<sup>th</sup> Council Meeting:
- Council considers second reading of rate ordinance
- (Potential waiving of final reading)
- Council holds public hearing for additional authority on financings
- Council authorizes issuance / legal documents relating to financings

- Monday, September 26<sup>th</sup> Council Meeting:
- Council considers third reading of rate ordinance
- Council adopts sewer rates

Friday, September 30<sup>th</sup> (no meeting required)

Closing / first draw of funds by City

DATE: 08/03/2022

### **COUNCIL ACTION FORM**

AGENDA ITEM: Discussion and Appropriate Follow up Engineering Position

### **HISTORY:**

In Nevada history, it is my understanding we have only had an in-house engineer one time. I would like to replace the Public Works Director position with a full-time engineer. With the number of projects, we have in the foreseeable future, I see this as an opportunity to save some money by having an in-house engineer. We would still need to hire an engineer for large scaled projects such as the WWTP or the fieldhouse but this would limit our use of outside engineers for all of our smaller scaled projects which mainly pertain to infrastructure.

Reporting: I do not plan to make this a supervisory position over current positions in our organization unless we will need to hire more staff in the future. I would consider this a public works position but believe we have the right people in place to run the departments as they stand and do not want to upset the apple cart.

I do have a few concerns with this job creation and that is why I am placing the salary range at where it is. The main concern I have is experience; we need to have someone in place that has the experience to help take us to the next step in our community. The other concern I have is not hiring a licensed engineer. I am not too concerned with the latter because if someone can get their license within a year, they would have the experience per state of Iowa since you need 5 years of experience before you can get your license. I am hoping the salary range we have listed for the job will help prevent my concerns.

### **OPTIONS:**

- 1. Move to approve Engineering description and salary range.
- 2. Drop the idea and work towards traditional organization structure by keeping Public Works Director Position.
- 3. Do nothing at this time, Council would like more information

### STAFF'S RECOMMENDED ACTION:

Therefore, it is the recommendation of the City Staff that Council approves Option 1.

### City of Nevada Position Description

Department: Public Works
Position Title: City Engineer
Reports To: City Administrator
Pay Grade: \$95,000-\$115,000 DOQ

FLSA: Exempt Date: 6/25/2022

### **General Responsibilities**

The City Engineer is a full-time position that provides oversight and performs complex analytical work in providing In-house and/or over-seeing consultant Engineering Services for environmental, water, sewer, street and other Public Works projects and programs ensuring technical competence and compliance with all current codes and criteria. The City Engineer has an understanding of the City, State and federal regulations and the building, zoning ordinance and other related City codes. The City Engineer communicated with City staff, contractors, general public, board and commission and must exercise discretion and independent judgment in the day to day activities of the City infrastructure maintenance and development.

### **Supervision Received**

Works under the general guidance and direction of the City Administrator.

### **Supervision Exercised**

Exercises general supervision over clerical, administrative and professional staff as assigned.

### **Essential Duties and Responsibilities**

- The City Engineer works with vendors, municipal department, lowa DOT, and other government agencies as needed to plan and successfully complete the goals of the City Council.
- Recommends approval of planning, design and construction of public improvement projects, construction permit applications, reviews development plans and oversees review of larger engineering projects for conformance with city code and future plans.
- Determines work procedures, prepares work schedules and expedites workflow.
- Issues written and oral instructions.
- Prepares and documents budget requests; administers adopted budget in assigned area of responsibility.
- Review private and public project development plans for compliance with codes, regulations and standards, adequacy of applications for permits and compliance with approved plans.
- Prepares or develops engineering plans and specifications, coordinates required
  advertising for bids, reviews construction bids and makes necessary recommendations
  based on lowest and best bids, competency of vendors and consultants, and the
  selection criteria,
- Provides project management of, or develops, reviews and updates the sanitary sewer, water, storm drainage and street system maps, data base and comprehensive plans.

- Prepares and administers engineering budget in assigned area of responsibility.
- Maintains the engineering library and infrastructure records.
- Maintains and updates city subdivision and public works standards. Assures as-built records of projects, and documents necessary changes for the operation and maintenance programs.
- Provides engineering support in areas of building construction, project construction and capital project planning.
- Responds to public or other inquiries relative to engineering policies and procedures on specific projects and other information. Evaluates issues and options regarding municipal public works and makes recommendations.
- Maintains regular contact with consulting engineers, construction project engineers, City, County, State and Federal agencies, professional and technical groups and the general public regarding Public Works activities and services.
- Assists in the evaluation of transportation and traffic impacts of development proposals, permits, rezones, plats, etc. Prepares and/or works with consultants in conducting traffic, utility and other studies and reports.
- Develops and maintains a pavement management system.
- Searches and prepares grant applications of interest to the City.
- Investigates and responds to citizen complaints as needed.
- Attends staff meetings, Board of Adjustment, Planning and Zoning, Board of Appeals,
   City Council and other meetings as requested.
- Maintains active status in professional and technical groups that will benefit the City.
- Assists other City departments and performs other duties as directed.

### **Peripheral Duties**

- Monitors inter-governmental actions affecting public works.
- Assists in the training of other city personnel in public works design, construction techniques and GIS.

### **Desired Minimum Qualifications**

### **Education and Experience:**

- Graduation from a four-year college or university with a degree in civil engineering or a closely related field; and
- Minimum of 4-5 years of professional civil engineering experience Including at least (1) year Utilities; or
- Any equivalent combination of education and experience.

### Knowledge, Skills and Abilities:

- Thorough knowledge of civil engineering principles, practices and methods as applicable
  to a municipal setting; thorough knowledge of applicable City policies, laws and
  regulations affecting public works activities.
- Considerable skill in arriving at cost estimates on complex projects; skill in operating the listed tools and equipment.
- Ability to read, speak, write and understand English to communicate effectively with fellow employees, contractors and the general public by telephone, written format and in person.
- Ability to plan, direct, coordinate, and control the activities of subordinates.

- Skill in handling changing situations and deadlines while maintaining efficiency and effectiveness.
- Ability to prepare clear and concise oral, written, and graphic reports and presentations.
- Considerable knowledge of the Iowa rules and regulations pertaining to municipal public works contract administration and federal and state government programs and requirements.
- Ability to communicate effectively, orally and in writing, with employees, consultants, other governmental agency representatives, City Officials and the general public; ability to conduct necessary engineering research and compile comprehensive reports.

### **Special Requirements**

- Must possess a valid States driver's license or have the ability to obtain one prior to employment.
- Registration as a Professional Engineer or the ability to acquire registration within one
   (1) year of employment. Must have accumulated sufficient professional experience as
   required by the lowa Professionals Licensing Bureau and as set forth in lowa Code
   Chapter 542B in order to become lowa Licensed Professional Engineer.
- Must be physically capable of moving about on construction work sites and under adverse field conditions.
- Demonstrates ability to prepare plans and specifications for projects similar to those completed for this position.
- Experience serving as owners representative/construction observer for all public works projects to be undertaken by the city.

### **Tools and Equipment Used**

Personal computer and data base and computer-aided design software; GIS; standard drafting tools; surveying equipment including level, theodolite and electronic distance measuring devices; motor vehicle; phone.

#### Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand; walk; use hands to finger, handle, or feel, and reach with hands and arms. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl, and talk or hear. The employee regularly lifts and/or move up 10 pounds, occasionally will lift and/or move 25 pounds, and will occasionally lift and/or move up to 50 pounds with assistance. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

#### Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee may be occasionally exposed to toxic or caustic chemicals. The employee is occasionally exposed to moving mechanical parts and fumes, or airborne particles. The employee is regularly exposed to outside weather conditions; risk of electrical shock, dampness, direct sunlight, dust, pollen, insect stings, and animals. The noise level in the work environment can at times be loud. Employee may work at unprotected heights, on uneven ground, experience mechanical hazards, electrical hazards, traffic hazards, fire hazards, and bodily injury. Responds to evening and weekend emergencies.

The City of Nevada is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act as Amended, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

I have read and understand the duties of this job description and, by signing below, I agree that I can perform the duties of this position with or without (circle one) reasonable accommodation

Signature	Date
Printed Name	 Date
	 Date

# **City Administrators Report**

July 21- August 3, 2022

## **UTV/ATV/Golf Carts:**

Worked on both ordinances and sent over to Erin, reviewed and discussed. Will be presenting ordinances to you on Monday to discuss and make changes in order to vote at the last meeting in August.

#### Fieldhouse:

We have continued to have meetings pertaining the project. The excavating has been started and will continue to get as much done in order to get it ready for when the building comes. This time next year, we will be getting close to opening.

#### **Burke Meeting:**

Brenda and I met with Burke to inform them about the EDA news, we are still going after other grants but the trunk sewer grant is out of reach due to the changes in the sewer line.

#### **EDA Grant:**

Since we are unable to go after the original grant, we will be working with Ali (Federal EDA) to assist us in finding other opportunities. Looking at different grants to de-commission and demolish the current treatment plant when the new is up and running.

#### Vacated Building Ordinance:

Had an additional meeting to review the upcoming ordinance. We had a couple of people show up, curious on what they would need to do to be in compliance. We have had 4 people total show up for the meetings we've held and I believe Ryan has spoke with a few additional people. The feedback has not all been positive but it hasn't been all negative either. The main concern the residents had was it provided too much oversight.

## **National Fire Sprinkler:**

Went to WDM to their Valley Junction District to experience different types of sprinklers systems and to take a tour of their downtown to show off their dry pipe system going throughout the Junction. It was extremely interesting and seemed to be a pretty reasonable solution to a potentially fatal incident. It took several years to take off and there was several growing pains but it seems to be working great.

# Library:

Met with Erin to talk about storage over genealogy records, there are quite a bit of records and the space really needs to be used for its intended purpose. Currently, they are down stairs and she really wants to start utilizing the space better. We both agreed the records are far too important to dispose. She was wondering if we had a home for them, fortunately, we still have some unused space we can occupy.

## **Sportsplex:**

Tim, Rhonda and I met with Mike from Sportsplex west to talk about different opportunities available when the fieldhouse is built. There are 3 areas they focus on and the area we would want to focus on would be creating programs that would provide an opportunity for more specialized training. This group works with many organizations to help fill gaps in communities for athletics. They also work help with figuring out creating new activities that fit the community in a sense that gets citizens excited.

## Walkability Tour:

The tour this morning went very well, we had a great turnout, we actually had to follow in a vehicle. Wellmark had a lot of good suggestions and I think we have a good starting place on the low hanging fruit. He also mentioned grant opportunities for different parts of the town. For instance, we could get grants for waterways for a trail head at Indian Creek as well as different kinds of grants that would be trail specific throughout a community.

# Marco Copiers/printers:

Marco came and presented a plan for a new set of printers and copiers. It was pretty close to the same price but the quality is something we have been missing. Next step will be getting a copier here to test out and see if it is the right fit for staff.

# **Central Area Meeting:**

Met with Steve Schainker and Bill Skare. Discussed several things pertaining projects going on within each of our communities. I enjoy meeting and speaking with the two as they have much more experience than me and they have interesting perspectives I do not think of.

## Leadership

Leadership is today (Thursday) out at Longview Farms. I have heard about their operations before but excited to see a more in-depth version of it.

## **UPDATES:**

# **Summit Carbon Solutions**

August 8<sup>th</sup> presentation

# Wind Turbine:

Still waiting to hear back if he struck a deal. Would like to see this gone soon.

# MONTHLY/WEEKLY STANDING MEETINGS

Pizza Pie Looza Nevada Foundation NEDC (Full Group) Lincoln HWY Days (August 5)

# NEVADA PUBLIC SAFETY DEPARTMENT



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

# Ricardo Martinez II Public Safety Director Chief of Police



To: Mayor and City Council

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

Date: Tuesday, August 3<sup>rd</sup>, 2022

**Ref:** Report for City Council Meeting for Monday, August 8<sup>th</sup>, 2022

# Staffing

Officer Lane VanderHart will graduate from ILEA Basic School on Friday, August 19<sup>th</sup>, 2022, at 2:00pm. Officer VanderHart will enjoy the weekend before starting Field Training on Monday, August 22<sup>nd</sup>.

# **New Equipment**

As previously mentioned, the NPSD will be putting together an RFP for another patrol unit with a trade-in. Sgt. Brandes will be working on this and presenting to City Council.

The new Message Board/Speed Trailer is awaiting a new solar panel. Staff noticed a dent on the solar panel when it arrived. The company is sending a replacement panel. Local vendors have been contacted for new graphics for the trailer. The goal is to have all this done in advance of the start of school.

Respectfully submitted,

Ricardo Martinez II Public Safety Director Chief of Police



# TOWN OF STURBRIDGE POLICE DEPARTMENT

Office of the Chief of Police
Earl J. Dessert



346 Main Street, Sturbridge, MA 01566 Office (508) 347-2525 · Fax (508) 347-7904 www.sturbridge.gov/police



Chief Ricardo Martinez City of Nevada Police Department Nevada, Iowa 50201

July 27, 2022

Dear Chief Martinez.

I would like to thank and commend the actions of Sergeant Joshua Cizmadia who recently worked with one of our officers on the apprehension of two fugitives wanted on charges filed by this agency.

In June of this year, Sergeant Cizmadia contacted our department requesting information on two individuals he believed were fugitives from justice. He worked closely with our investigating officer and, eventually, both warrants were approved for nationwide rendition. Sergeant Cizmadia was able to arrest both subjects, Clint Matthew Palmer and Morgan Wickers-Lowell without incident. I understand that Palmer remains in Federal Custody at the time of this letter.

Wickers-Lowell has returned to Massachusetts where she is now living with her mother. Her family is grateful she has returned home and for all of the work law enforcement did to help separate her from Palmer, a violent criminal. Her family, prior to her arrest, was not sure if she was dead or alive.

On behalf of the Sturbridge Police Department, please thank and commend Sergeant Cizmadia. His efforts ensured that an unregistered sex offender, wanted felon, and parole absconder will face justice. In addition, the young woman he was traveling with has been reunited with her family. Sergeant Cizmadia's actions are an example of all that is good in law enforcement.

Respectfully.

Earl J. Dessert Chief of Police

# NEVADA PUBLIC SAFETY DEPARTMENT



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

Ricardo Martinez II Public Safety Director Chief of Police



# MEMORANDUM

TO: Ricardo Martinez, Public Safety Director

FROM: Ray Reynolds, Director of Fire and EMS

DATE: Aug 1, 2022

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

Total Calls to date for year: 426

Fires for July 2022: EMS calls for July 2022: 40 Good intent calls for July 2022: 9 Community supported events for July 2022: 7

Narcan used this month: 0

# Upcoming Firefighter Training to Bring 100 Firefighters to Nevada for a 1-day Course

NFD is partnering with the Fire Service Training Bureau (FSTB) to bring Captain Sean Gray from the Atlanta Fire Department to Tope Auditorium August 13th for a full day of fire training. Captain Gray is a national fire service speaker and trainer who teaches the latest research in conducting a successful fire attack. The classes are Pillars of the Fire Ground and Attack from the Burned Side. Contrary to years of firefighting, the science provided by NIST and UL is proving the fire service may be more effective and safer attacking fire at the point of burning rather than attacking fire from the unburned side working towards the fire. Similar, it may be better to take the problem away from a victim or remove the victim from the problem. Much of the research is debunking things thought to be true. For example, much of the fire service still believes a fire hose stream can "push" fire throughout a structure. This false thinking is why many firefighters enter a front door and seek out the fire to protect the unburned areas of a home. The research is proving this to be much more dangerous, slower to extinguish fire, and contributes to worsening conditions when the front door is left open. The course has 100 firefighters registered from all over Iowa. Sponsors from Knox Company, Malven Works, Iowa American Rescue, and the Story County Fire Chiefs helped fund this course. Bringing experts to our community to help improve the firefighting knowledge of other firefighters makes all firefighters safer.

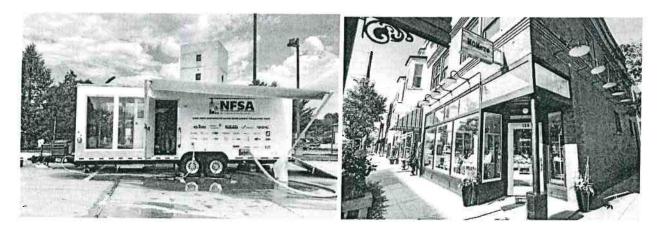
#### 9/11 Stair Climb Event at Verbio Nevada.

For the fourth year in a row, Verbio Nevada has again planned to open the tower for the 9/11 Memorial Stair Climb. The climb is open to our elected city officials to participate in as well as first responders from the region. Mr. Juan Dominguez will be the key note VIP to speak during the ceremony starting at 3pm on

9/11/22. Mr. Dominguez is speaking on behalf of the Gary Sinise Foundation. He was injured as a Marine in Afghanistan when an IED blew up his vehicle. Dominguez lost both legs below the knees along with his right arm at the elbow. A request for military helicopter flyover has been submitted. Hy-Vee will provide food. The department will seek out sponsors to cover food costs for the climbers. This is open to firefighters, police officers, EMS, military, airline crews, and elected officials. It is a private event and RSVP only.

# Gaining Sprinkler System Knowledge as a Means to Grow Economic Development

The interest in developing the downtown second story occupancies has fueled a renewed discussion of economic development opportunities. Protecting our downtown from similar devastating fires like the fires in 1880 and 1882 are a priority for the fire department. The National Fire Sprinkler Association has been very involved in providing education to our community building owners. When the words *sprinkler system* is discussed, people immediately associate high costs. Yet people rarely think about the investment they are protecting. A fire in the downtown 1880's constructed wood framed buildings with poorly maintained fire separation would be devastating to the community. The City of West Des Moines is offering a unique 1-day opportunity for fire officials and Nevada leaders to learn the truths about automatic sprinkler systems. The NSFA sprinkler trailer and sprinkler activation demonstration will educate attendees on sprinkler components. The sprinkler demonstration will be followed by a tour of the historic sprinkled Valley Junction area of West Des Moines. This innovative approach by West Des Moines Fire in partnership with economic development staff demonstrates how successful and thriving historic districts can be when protected with sprinkler systems. The installation of a sprinkler system allows any occupancy to move into a space downtown. Providing more economic options because of a sprinkler should be applauded and not discouraged.



It's not preserved unless it's protected!

Ryan Hutton, Jordan Cook, David Sly, Brenda Dryer, Henry Corbin, and myself plan to attend the West Des Moines NFSA event Aug 1 and Aug 3. The fire department would encourage city officials to tie city-provided economic incentives to fire protection when it comes to the historic downtown district. It is worth protecting.

# Vehicle Repairs and the Cost of Inflation

Just an update on a couple of costly vehicle repairs at the fire house. Tanker 510 had a tire re-tread give way when parked at the station. The sudden tire 'explosion' caused some minor damage to the rear lights and metal tread plate. The minor issues were repaired by Lt. Kevin Bell. The rear tires were aged and retread tires when purchased in the early 2000's. The four rear tires were replaced with new tires and not retread tires for the safety of those who will be operating the tanker. The new tires were purchased locally in P. 223

Nevada and replaced. There was no insurance claim on this incident. Thankfully no one was standing near the tire or driving the vehicle when it blew.

The medical vehicle 864 needs the injectors replaced in the diesel engine. The vehicle was running sluggish. The vehicle will go to Ames Ford for repairs. All medical equipment was moved to UHP attack truck 610 for the time being.

In the world of replacing fire engines, the market is undergoing serious inflation. Below is a chart of just how dramatic the cost changes are for a 1500-gallon stock fire engine with 6-person cab similar to what would be needed for rural firefighting operations. Keep in mind this is a basic fire engine and does not include customized options.

COMPANY	2020 QUOTE	2022 QUOTE	2023 ANTICIPATED COST
Toyne Breda, Iowa	\$481,000.00	\$598,338.00	\$694,073.18 (16%)
Sutphen Dublin, Iowa	\$481,110.27	\$616,363.71	\$714,981.90

Engine 310 is a 1997 Spartan fire engine serving its 25<sup>th</sup> year of service as a rural fire engine while also used as a city engine in areas of low water pressure. Manufacturers are reporting a 2-year production timeline and a 16% increase annually for the foreseeable future. I remain concerned these costs will price our city out of purchasing an engine in the future adding to increased risks for our volunteer staff. Or purchasing a fire engine at higher costs will mean not replacing needed personal protective equipment, both options do not bode well for the future of the fire department. I am looking at some potential cost savings by reducing the number of fire vehicles in the fleet but not without securing improved capabilities for our rural fire scenes.

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



Kerin Wright City Clerk Phone: (515) 382-5466 Fax: (515) 382-4502 kwright@cityofnevadaiowa.org

August 8, 2022

TO: Mayor - City Council Members
City Administrator Jordan Cook

FROM: Kerin Wright, City Clerk

Working with Story County administration to work through the process of recording documents.

The FY21/22 Outstanding Debt Report has been completed and Filed. See the attached for a copy of the report.

Preparing for upcoming next steps in the SRF Loans for the Wastewater Treatment Facility. Michael Maloney, DA Davidson, will be presenting Council with the rate version we believe is the best option for our community.

Meeting was held with the State Auditors regarding the FY21 Audit. The draft has been received and we are reviewing it. We should be seeing the final version soon. Staff has already been contacted by the State Auditors regarding the FY22 Audit and we will be preparing documents to begin the process for that as well. They have assured us that we will be receiving the FY22 Audit in a timelier fashion.

Attended the annual Municipal Clerk's Academy in Ames July 27<sup>th</sup> – 29<sup>th</sup>. There were several good workshops discussing the changes to the upcoming annual reporting that is required.

Staff will be preparing documents for the upcoming Work Comp Audit. They review our actual salaries and compare to our estimates for any changes that are needed in our payment.

#### Michael L. Fitzgerald Treasurer of Iowa

#### Outstanding Obligations Disclosure Statement Report Year 2022

#### **TABLE ONE**

(Please type or print)

Federal ID Number:

426005023

City

Nevada

Address:

1209 6th St

PO Box 530

City:

Nevada

State: IA

Zip Code: 50201-0530

County:

Story County

Phone:

515-382-5466

Contact Person:

Kerin Wright

#### Please refer to the complete instructions enclosed:

- 1. Verify the federal ID number, address, phone, contact, etc. at the top of the form. If something is incorrect, draw a line through it and write the correct information above it.
- 2. Verify the pre-printed information at the bottom of the form. If something is incorrect, draw a line through it and write the correct information on the line below it. If a debt is no longer outstanding, draw a line through the amount and write "0" in the line below it.
- 3. List any new or previously ommitted issues.
- 4. Refer to the complete instructions for the Purpose and Security Classification letters.
- 5. Enter the total amount of debt outstanding on 6/30/2022 from this page at the bottom "Total Outstanding Debt from this page."

Issue Date	Maturity Date	Amount Issued	Amount Outstanding	Purpose	Security Classification
09/27/2012	06/01/2026	\$7,320,000.00	\$365,000.00	Public Buildings/Schools	General Obligation
07/29/2020	06/01/2026	\$2,765,000.00	\$1,920,000.00	Utilities/Sewers	Revenue Bonds
09/28/2017	06/01/2026	\$2,850,000.00	\$1,640,000.00	Utilities/Sewers	General Obligation
04/10/2019	06/01/2023	\$2,015,000.00	\$430,000.00	Utilities/Sewers	General Obligation
04/29/2020	06/01/2032	\$8,905,000.00	\$8,905,000.00	Utilities/Sewers	General Obligation
01/29/2021	06/01/2041	\$1,360,000.00	\$1,359,000.00	Utilities/Sewers	Revenue Bonds
04/30/2021	06/01/2041	\$10,000,000.00	\$9,999,000.00	Utilities/Sewers	Revenue Bonds
01/28/2022	06/01/2042	\$10,000,000.00	\$10,000,000.00	Utilities/Sewers	Revenue Bonds
****					
				***************************************	



August 2022

TO: City Council

Continuing to process in coming permits and continuing inspections on building projects.

The Work Shop for the Vacant Building Ordinance went well. A couple people showed up. No changes to the ordinance were noted.

I have been sending notices for yard nuisances (If you see any please email me.)

The remolding of the Motel is continuing.

I have included a recommendation to rezone Story County Hospital's property at 640 S 19<sup>th</sup> Street.

I have included a Special Use Permit for 510 S. 11<sup>th</sup> Street to allow the building of Duplexes in a Limited Commercial zoned property.

Respectfully,

Ryan Hutton Building and Zoning Official



August - 2022

To: Mayor, Brett Barker
Nevada City Council
City Administrator, Jordan Cook

From: Tim Hansen, Director of Parks and Recreation

Re: Monthly Information Report

- Field House Project:
  - Stripping and fill has been completed for the building pad.
  - o Storm sewer extension in the southwest corner of the pond has been completed.
  - Sanitary sewer and water hookup inside the boundaries of the footings will take place in the next couple of weeks.
  - Exterior building colors have been selected.
  - Staking of footings for building in the next couple of weeks.
- Registration for fall programs is ongoing as well as planning for winter programming.
- Rhonda and Sarah are holding an introductory class about lifeguarding for any individual who may be interested in becoming a lifeguard.
- General park and cemetery maintenance.
- Walkability tour August 4<sup>th</sup>.
- Pool will close for the season on August 21<sup>st</sup>. We are starting to lose staff as they return
  to college and are limited with remaining staff as they start fall school sports. The pool
  will have some areas closed at times during the day as we work through staffing
  availability for the remainder of the season.
- I met with Cary Martin and he will be partnering with Chad Klug and Matt Rhodes to complete the shelter at Hattery Park.
- Nevada Foundation meeting August 3<sup>rd</sup>.
- Tyler Stubbs, Iowa DNR-Fisheries Division, was in Nevada on August 2<sup>nd</sup> and sampled fish at the Wilson Pond and the SCORE Pavilion Pond. They will be stocking some additional bass and catfish in the SCORE Pavilion Pond and some catfish in the pond along 19<sup>th</sup> Street. They are holding off on the Wilson Pond until we can check on some additional water testing.
- Staff, City Council, Wellness, and Safety meetings.

If you have any questions, please feel free to contact me at 382-4352 (Office), 291-0747 (Cell), or by email at <a href="mailto:thansen@cityofnevadaiowa.org">thansen@cityofnevadaiowa.org</a>.

# WPC August 8th 2022 REPORT

- Plant ran on generator power while electricity was turn off for the temporary service hook up for phase three construction.
- Final and intermediate Clarifiers recycle flow pump#1 Tripped out. We pulled this pump and took it in for a repair estimate.
- Grit building HVAC blower motor locked up. This motor does the air exchange for the building. We have removed the motor and taken it to Reese electric for repairs.
- PMMIC was onsite and completed the annual underground storage tank inspection. Testing of overfill prevention valve and spill can is to be done by Mid Iowa Petroleum this month.
- Routine Maintenance, Monitoring of the plant, lift station and remote flow basin.

Harold See Water Pollution Control