



COPY

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=UERoTDIiUXZHCzZlQl9ML0ZOeEIOdz09>

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

Webinar ID: 879 6173 3099 Password: 287321

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

Please call City Hall at 515-382-5466 or email kwright@cityofnevadaiaowa.org by 4:00 p.m. Monday, 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
 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
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. 19th Street and Set Public Hearing for August 22nd 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 8th Street
 - 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)
 - 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 27th, 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 the 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
 1. Public Hearing on 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
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 4th 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 8th 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 27th, 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 <lsteven@hrgreen.com>; Ryan Hutton <rhutton@cityofnevadaaiowa.org>

Cc: Kerin Wright <kwright@cityofnevadaaiowa.org>; Jon Lietzke <Jon.Lietzke@tkl360.com>; Isaac Risseuw <irisseeuw@3binspection.com>; Kylie Kretz <kkretz@summitcarbon.com>

Subject: Thank You and Attachments from Meeting Today

Item # 4
Date: 8-8-2022

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 600th 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

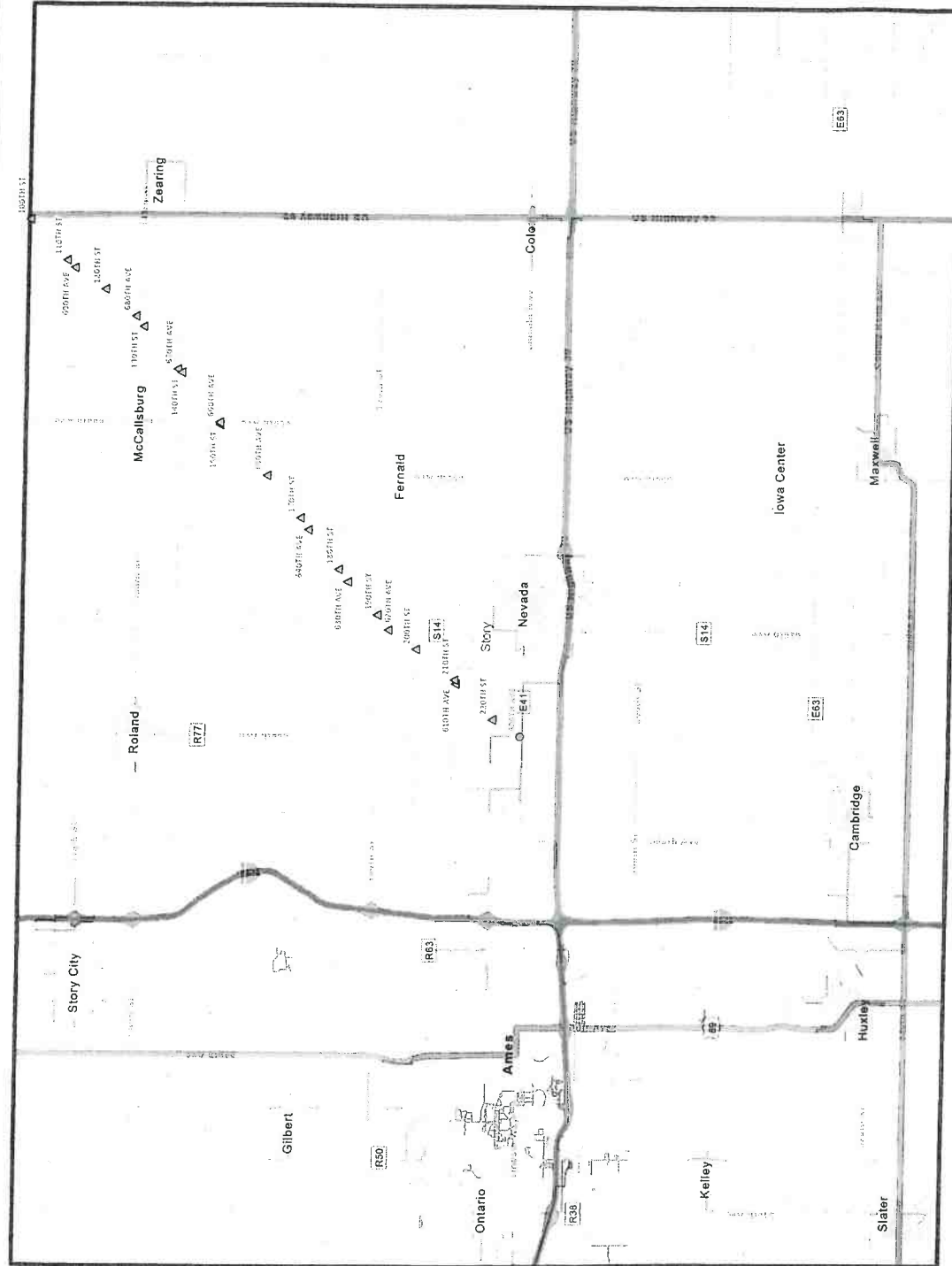
Project Manager



(863) 265-0650

bill.sullivan@tkl360.com

www.TurnKeyLogistics.net



Ownership Code

- 1 - STATE HIGHWAY AGENCY
- 2 - COUNTY HIGHWAY AGENCY
- 3 - TOWN OR TOWNSHIP HIGHWAY AGENCY
- 4 - CITY OR MUNICIPAL HIGHWAY AGENCY
- OTHER

- DOT Roadway Crossing
- △ County Roadway Crossing
- City Roadway Crossings

STORY COUNTY ROAD CROSSINGS

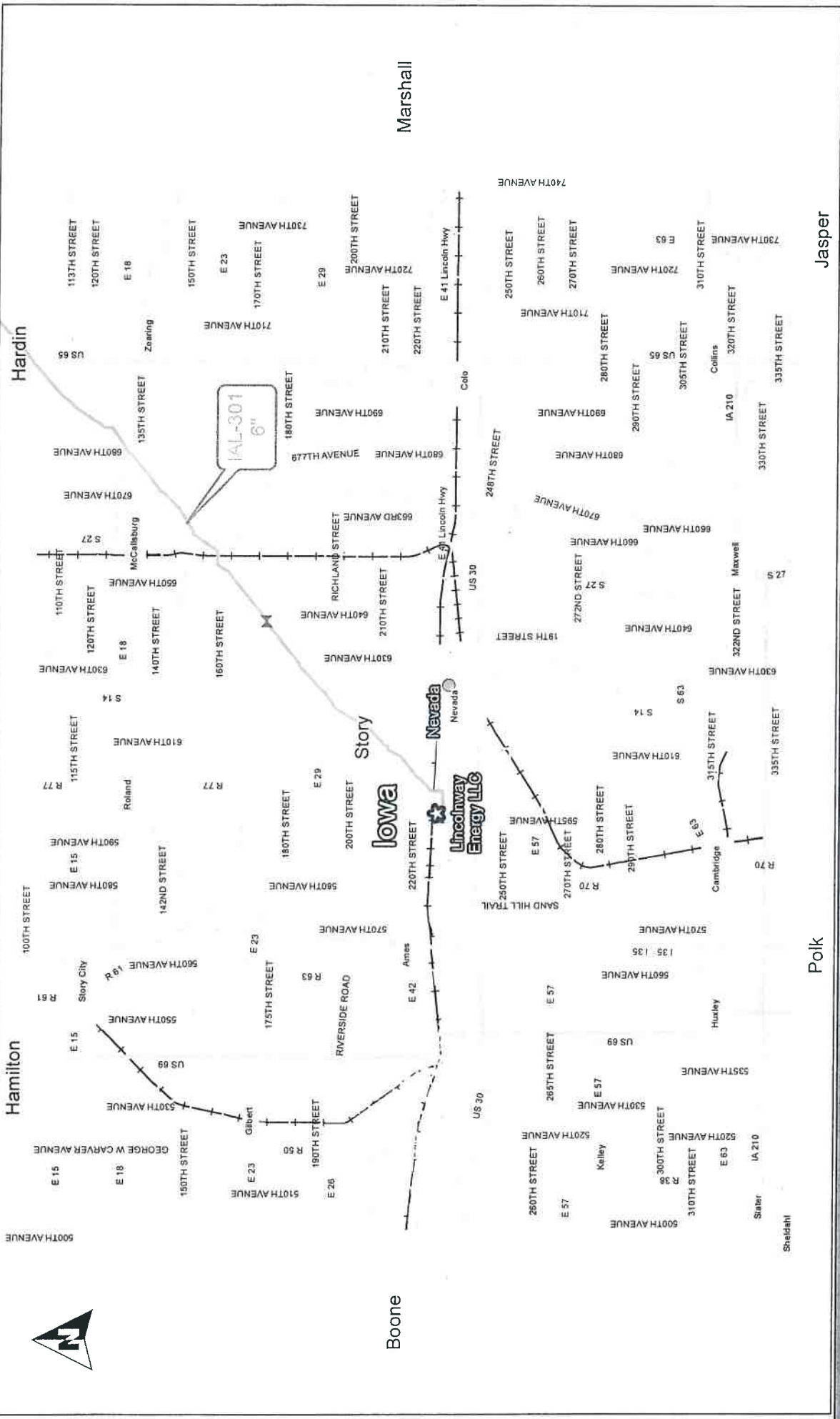
Date Exported: 6/1/2022



SUMMIT
CARBON
SOLUTIONS



Turnkey
Logistics



17.51 MILES OF ANTICIPATED PIPELINE
STORY COUNTY IOWA

Pipeline centerline is based on the 05/31/2022 route.

Story County Iowa
Pipeline Mileage Overview

COUNTY:	STORY	DRAWN BY:	CHH
STATE:	IOWA	CHECKED BY:	
REV. NO.:	0	REVISION	
DATE	03/20/23	USED FOR REVIEW	

PRELIMINARY ROUTE
SUBJECT TO CHANGE

DATE: 01/20/22 PROJECT: NAD 83

Participating Ethanol Plant

County Seat

Mainline Valve

Pump Station

Highly Populated Areas

State Boundary

County Boundary

Route

Primary Road

Secondary Road

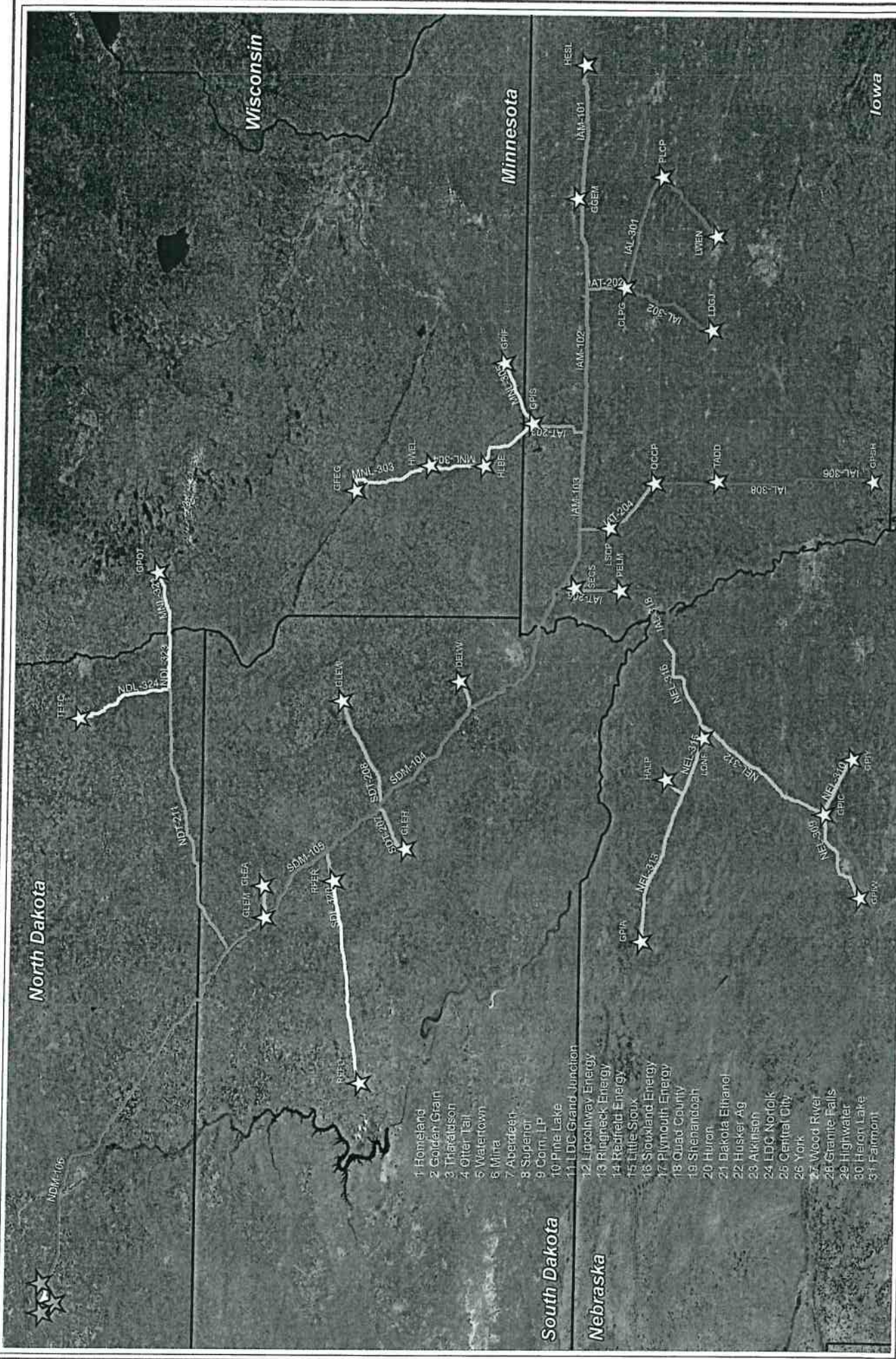
Local Road

Railroad

River

0 0.5 1 2 3 4 Miles

1 SHEET



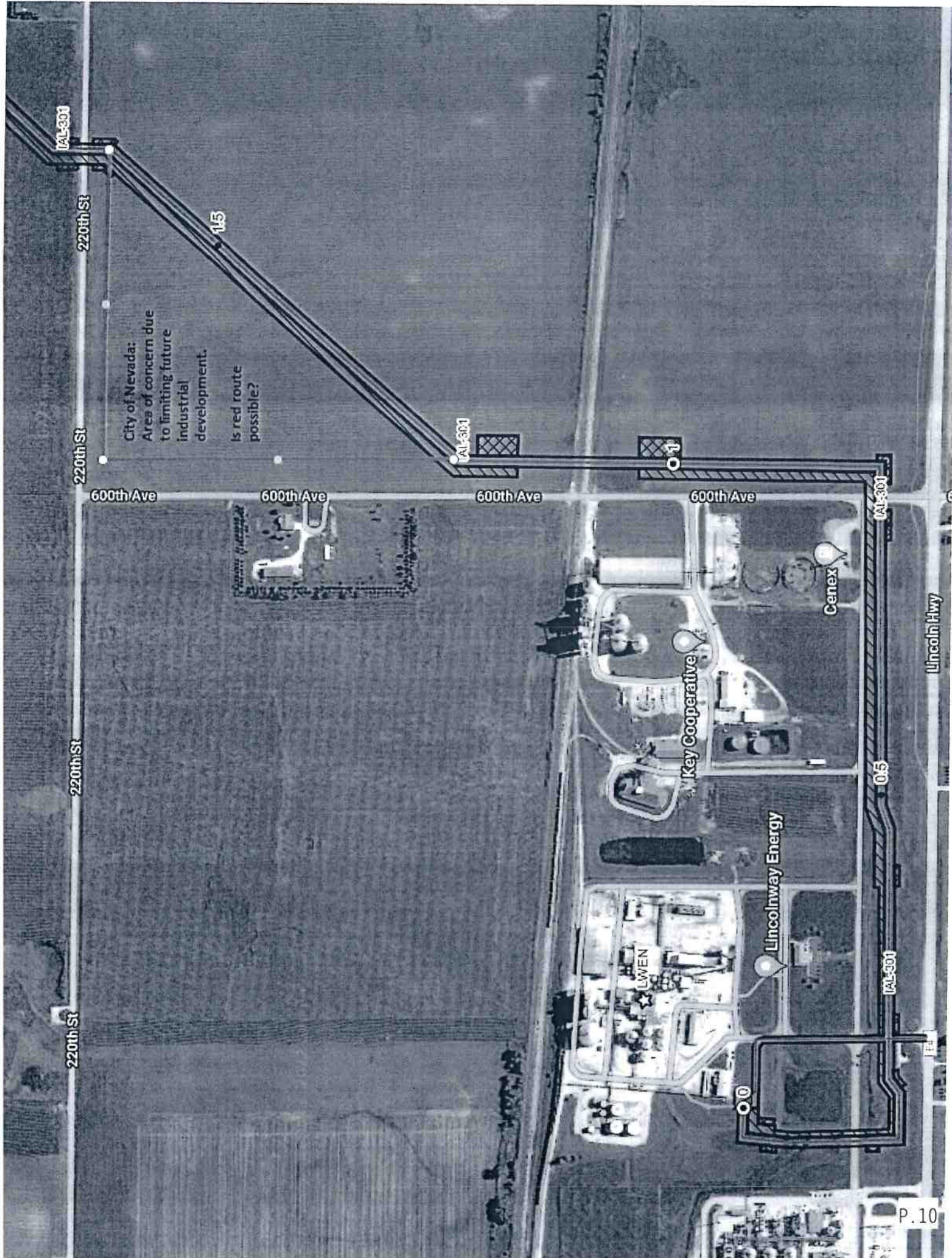
Midwest Carbon Express
01/16/2022
Project Overview

State	Facility	Capacity (MMtpa)	Operator	Notes
ND	1 Homeland	1.0	Enbridge	
ND	2 Golden Grain	1.0	Enbridge	
ND	3 Tharaldson	1.0	Enbridge	
ND	4 Otter Tail	1.0	Enbridge	
ND	5 Watertown	1.0	Enbridge	
ND	6 Mira	1.0	Enbridge	
ND	7 Aberdeen	1.0	Enbridge	
ND	8 Superior	1.0	Enbridge	
ND	9 Corn LP	1.0	Enbridge	
ND	10 Pine Lake	1.0	Enbridge	
SD	11 LDC Grand Junction	1.0	Enbridge	
SD	12 Lincolway Energy	1.0	Enbridge	
SD	13 Rignbeck Energy	1.0	Enbridge	
SD	14 Redfield Energy	1.0	Enbridge	
SD	15 Little Sioux	1.0	Enbridge	
SD	16 Stockland Energy	1.0	Enbridge	
SD	17 Plymouth Energy	1.0	Enbridge	
SD	18 Quad County	1.0	Enbridge	
SD	19 Shenandoah	1.0	Enbridge	
SD	20 Huron	1.0	Enbridge	
SD	21 Dakota Ethanol	1.0	Enbridge	
SD	22 Husker Ag	1.0	Enbridge	
SD	23 Atkinson	1.0	Enbridge	
SD	24 LDC Norfolk	1.0	Enbridge	
SD	25 Central City	1.0	Enbridge	
SD	26 York	1.0	Enbridge	
SD	27 Wood River	1.0	Enbridge	
SD	28 Granite Falls	1.0	Enbridge	
SD	29 Highwater	1.0	Enbridge	
SD	30 Heron Lake	1.0	Enbridge	
SD	31 Fairmont	1.0	Enbridge	

SUMMIT CARBON SOLUTIONS

Legend:

- Carbon Sequestration
- CO2 Capture Facility
- State Boundary
- Main Line
- Iowa Trunk Line
- South Dakota Trunk Line
- North Dakota Trunk Line
- Iowa Lateral
- Minnesota Lateral
- Nebraska Lateral
- South Dakota Lateral
- North Dakota Lateral



City of Nevada:
Area of concern due
to limiting future
industrial
development.
Is red route
possible?

AL-301

220th St

15

AL-301

0.1

220th St

600th Ave

600th Ave

600th Ave

600th Ave

AL-301

Cenex

Key Cooperative

Lincolnway Energy

UWEN

AL-301

0.5

Lincoln Hwy

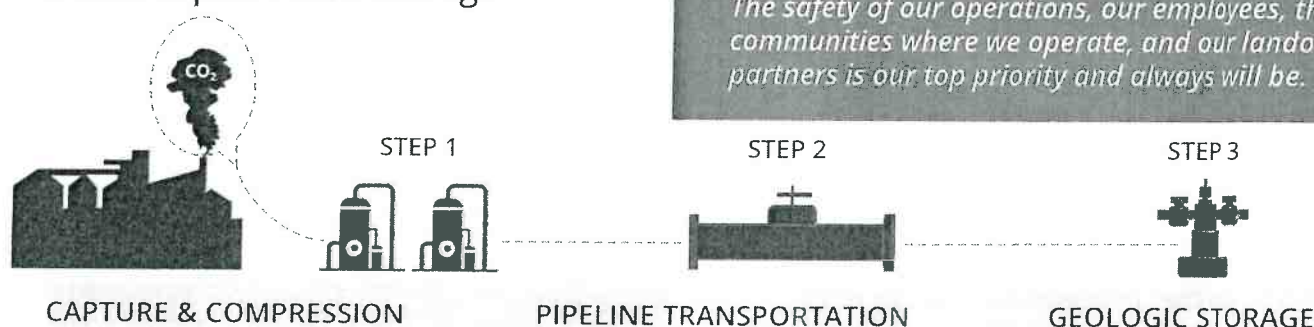
220th St

220th St

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



At Summit's partner facilities, carbon dioxide capture and compression equipment will be installed to capture CO₂ emissions.

CO₂ 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 CO₂.

Small underground pipelines will connect each facility to a large trunk pipeline, which will transport CO₂ to the sequestration site in North Dakota.

Pipeline is the safest method for CO₂ transport. Established federal and state regulations govern pipeline materials, siting, construction, and operation. Summit follows all requirements for CO₂ pipeline construction and is committed to safety.

Captured CO₂ 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 CO₂ 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 CO₂ a year, equivalent to:

~1.4 MILLION

Homes Powered
per Year



~1.4 BILLION

Gallons of Gasoline
Consumed



~2.6 MILLION
Cars Removed from
the Road per Year

Source: Global CCS Institute, EPA

CO₂ 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 CO₂ 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 CO₂ 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.

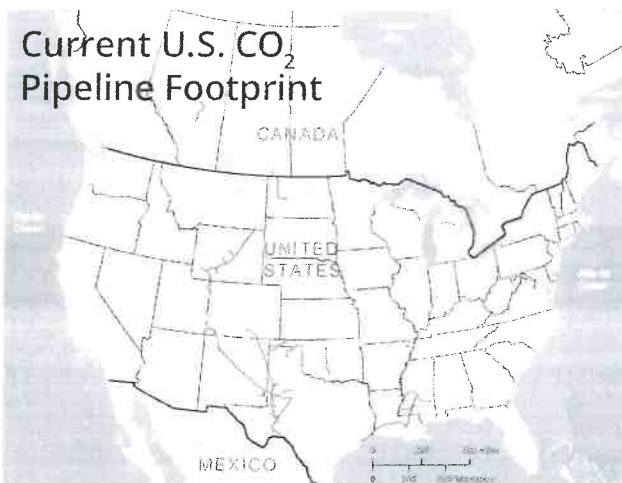
Summit's Pipeline Route Is Carefully Selected

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:

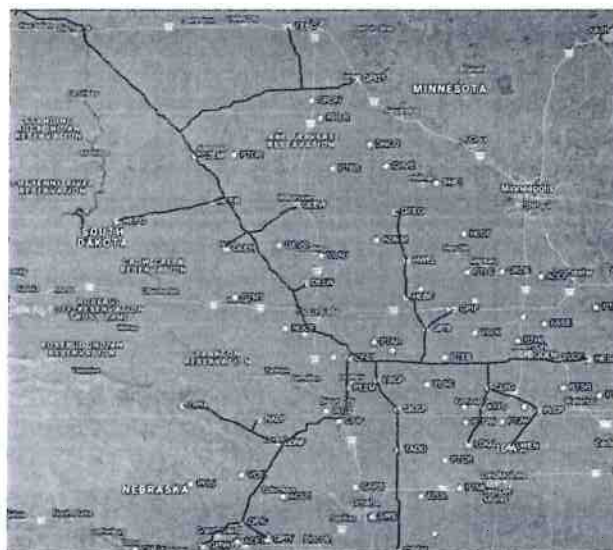
- High-population-density areas
- Environmentally sensitive areas, such as wetlands and protected waterways
- Culturally sensitive areas
- Historical preservation areas
- Federally restricted areas, such as grasslands and migratory bird-nesting areas

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 CO₂ 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 CO₂.

To learn more, contact:

Rod Dillon, Director of Regulatory Compliance

rdillon@summitcarbon.com

info@summitcarbon.com

summitcarbonsolutions.com



SUMMIT CARBON
SOLUTIONS



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 push-rod 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 CO₂. To learn more, contact:

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



SUMMIT CARBON
SOLUTIONS

Proof Of Publication in
NEVADA JOURNAL

CITY OF NEVADA
1209 6TH STREET
NEVADA, IA 502010530

STATE OF WISCONSIN, BROWN COUNTY

I, Lana Karitz 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
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

Lana Karitz
Legal Clerk
Amy Kokott
Notary Public, State of Wisconsin, County of Brown
6/30/2025
My commission expires

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

FEE: \$34.57
AD #: 0001460255
ACCT: 37490

AMY KOKOTT
Notary Public
State of Wisconsin

#1460255
NOTICE OF MEETING FOR APPRO-
VAL OF AMENDED DEVELOPMENT
AGREEMENT WITH VERBIO NEVA-
DA, LLC AND AUTHORIZATION OF
INCREASED ANNUAL APPROPRIA-
TION TAX INCREMENT PAYMENTS

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

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

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

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

Kerin Wright
City Clerk

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

More Particularly described as follows: Beginning at the Southwest corner of said Section 3, also being the Southwest corner of said Parcel "A"; thence N1°04'21"W 1320.73' along the west line of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 3, also being the west line of said parcel "A", to the Northwest corner of the

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

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

Attest:

City Clerk



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

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

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

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

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

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

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

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

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

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

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

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

8.2 Remedies

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

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

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

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

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

B. City’s Obligations

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

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

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

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

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

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

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

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

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

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

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

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

C. Administrative Provisions

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

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

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

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

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

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

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

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

CITY OF NEVADA, IOWA

By: _____
Mayor

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

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

EXHIBIT B

SITE PLAN

EXHIBIT C

IEDA CONTRACT

EXHIBIT D

**ANNUAL TIF WORKSHEET
COMPANY'S ESTIMATE**

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

Proof Of Publication in
NEVADA JOURNAL

CITY OF NEVADA
1209 6TH STREET
NEVADA, IA 502010530

STATE OF WISCONSIN, BROWN COUNTY

I, Lana Kanitz 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

Lana Kanitz
Legal Clerk

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

6/30/2025

My commission expires

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

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

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

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

Kerin Wright
City Clerk

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 Fr1.1/4); East Three-Fourths of the Southwest Quarter of the Northeast Quarter (E3/4 SW1/4 NE1/4); Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4); Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) North of the RR; East Three-Fourths of the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) North of the RR, all in Section Four (4), Township Eighty-three (83) North, Range Twenty-three (23), West of the 5th 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. Company’s Covenants

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

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

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

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

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

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

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

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

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

5. **Default Provisions.**

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

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

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

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

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

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

B. City’s Obligations

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

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

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

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

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

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

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

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

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

C. **Administrative Provisions**

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

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

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

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

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

CITY OF NEVADA, IOWA

By: _____
Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

VERBIO NEVADA, LLC

By: _____
[Name, Title]

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

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

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

EXHIBIT B
SITE PLAN

SPECIAL USE PLAN VERBIO RAILWAY SPUR LOADOUT SITE NEVADA, IOWA

INDEX OF SHEETS:

TITLE SHEET.....	1
SPECIAL USE DESCRIPTIONS.....	1-5
SITE LAYOUT.....	6
STORMWATER PRE-DEVELOPMENT.....	7
STORMWATER POST-DEVELOPMENT.....	8
MAINTENANCE BUILDING.....	9-13
STORAGE BUILDINGS.....	14-18
MISCELLANEOUS DETAILS.....	19

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. 59636 220TH STREET AT
SOUTHWESTERN CORNER OF 590TH AVENUE
AND 220TH STREET, STORY COUNTY, IOWA.
PARCEL NUMBERS:

1004200110
1004200200
1004200310
1004200400
1004400110

LEGAL DESCRIPTION OF SITE:

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 RAILROAD 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 DESIGNATION: AGRICULTURAL -
RESIDENTIAL RESERVE DISTRICT (AR).
PROPOSED ZONING DESIGNATION: GENERAL
INDUSTRIAL (G-1).

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 AND DIMENSIONS OF PROPOSED SITE:
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 x 75 FT.

PLEASE SEE SITE LAYOUT SHEET.



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

TITLE	AS SHOWN
PROJECT NO.	314
DRAWN BY	DAI
CHECKED BY	DAI
SHEET	1

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 FROM 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 RAIL LOOP ARE SIZED AS EMERGENCY OVERFLOWS. RATE 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

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 x 257 FT, UNSTRIPED. USE FOR EQUIPMENT AND MISCELLANEOUS STORAGE.

PROPOSED DRIVE AISLES:

GRAVEL DRIVE AISLE RUNNING NORTH/SOUTH 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

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

CONTINUED ON NEXT SHEET.

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

WALKWAYS: NONE

TRANSIT STOPS: NONE

BICYCLE PARKING: NONE

LOADING AREAS:

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

DIVERS: NONE

CURBS: NONE

ISLANDS: NONE

OTHER PARKING AND DRIVE IMPROVEMENTS:

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

PLEASE SEE SITE LAYOUT SHEET.

EXISTING AND PROPOSED CONTOURS:

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

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

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

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

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

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

PLEASE SEE GRADING PLAN SHEET.

OUTDOOR TRASH AND DUMPSTER AREAS:

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

SIGNS:

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

PROPOSED:

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

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

WATER BODIES, WATERCOURSES, WETLANDS, FLOODWAYS, ETC:

WATER BODIES: NONE

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

SWAMPS: NONE

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

WETLAND BOUNDARY: NONE (REFERENCE FWS NATIONAL WETLANDS INVENTORY).

NATURAL FEATURES:

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). THE SITE DOES NOT HAVE ANY EXISTING TREES, ROCK OUTCROPS, LANDSLIDE AREAS, OR OTHER NOTABLE NATURAL FEATURES.

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 IUP
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 x 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 x 100
FT (36,000 SQ. FT.) FLOOR PLAN IN OPEN PLAN.
CONTINUED.

**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.



TITLE	AS SHOWN
PROJECT NO.	914
DRAWN BY	TDH
CHECKED BY	DAH
SHEET	4

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

STORAGE TANKS TO BE UPRIGHT CYLINDRICAL
METAL GROUND STORAGE TANKS.

EACH TANK IS 500,000-GALLONS. DIMENSIONS
OF EACH TANK ARE 50-FT DIAMETER AND 40-FT
HIGH.

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

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

DESCRIPTION OF FIRE TANK:
QUANTITY ONE (1) WATER STORAGE TANK FOR
FIRE SUPPRESSION IS PROPOSED.

FIRE TANK TO BE UPRIGHT CYLINDRICAL
METAL GROUND STORAGE TANK.

TANK IS 250,000-GALLONS. DIMENSIONS OF
TANK ARE 30-FT DIAMETER AND 50-FT HIGH.

NO NUISANCE FACTORS ARE ANTICIPATED.

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.



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

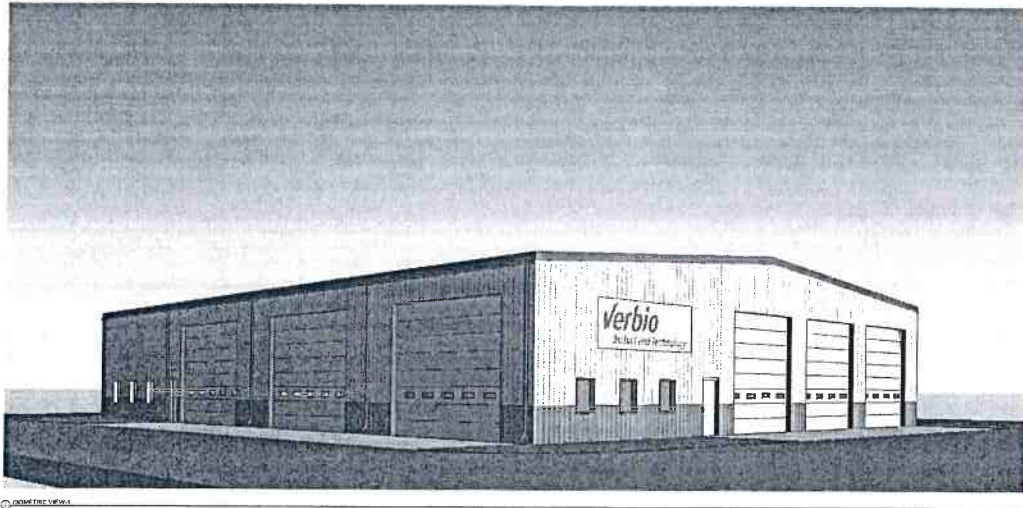
SCALE	AS SHOWN
PROJECT NO.	1118
DRAWN BY	WKS
CHECKED BY	DAH
SHEET	5

verbio
Biofuel and Technology

59219 LINCOLN HWY, NEVADA, IA 50201

SHOP BUILDING

Sheet Number	Sheet Name
A000	TITLE SHEET
A001	SECTION VIEW
A002	ELEVATION VIEW (PODS)
A003	SECTION VIEW
A004	PLAN & ELEVATION
A005	DETAIL PLANS
A006	SECTION VIEW
A007	ELEVATIONS
A008	SECTIONS



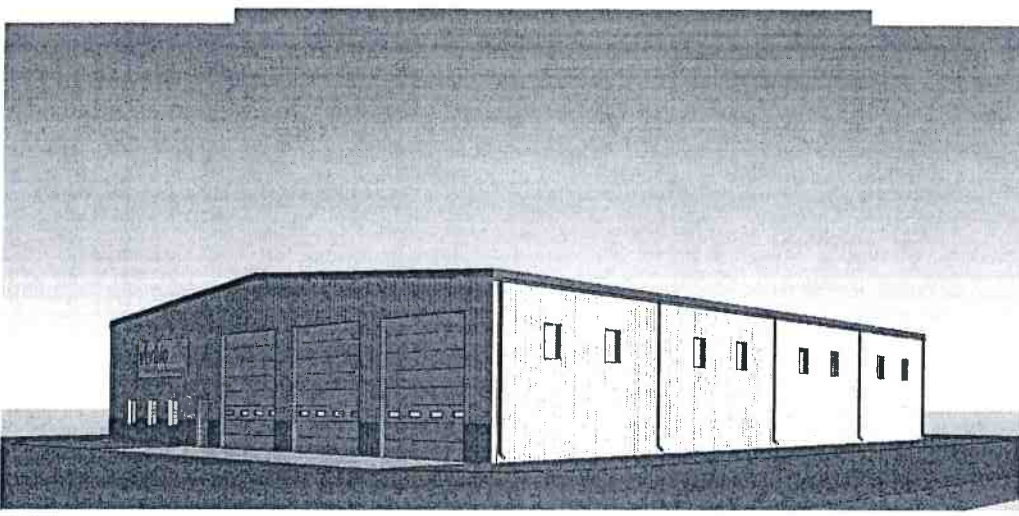
Revision	Description
1	Initial Design
2	Revised Design
3	Final Design

verbio
Biofuel and Technology
59219 LINCOLN HWY
NEVADA, IA 50201

Scale: 1/4" = 1'-0"

874.5

A000



Revision	Description
1	Initial Design
2	Revised Design
3	Final Design

verbio
Biofuel and Technology
59219 LINCOLN HWY
NEVADA, IA 50201

Scale: 1/4" = 1'-0"

874.5

A001

SHEET: 9

CHIEF: BY

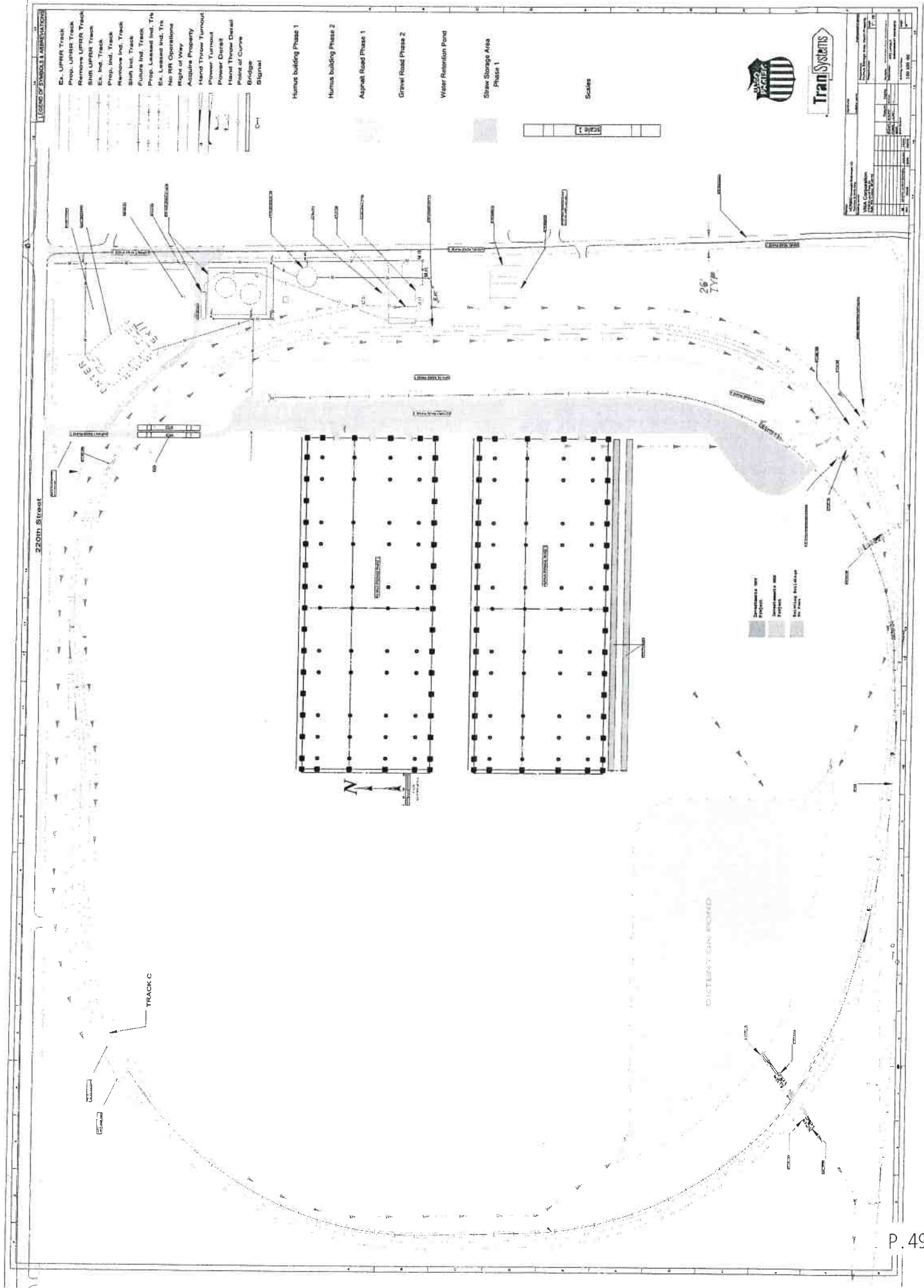
DATE: 10/1/2024

PROJECT NO: 12345

SCALE: AS SHOWN

**MAINTENANCE SHOP ARCHITECTURAL DRAWINGS
VERBIO RAILWAY SPUR LOADOUT SITE
NEVADA, IOWA**





REV #	BY	DATE	DESCRIPTION
<div style="display: flex; justify-content: space-between;"> <div> <p>2000 INTERIOR ROAD</p> </div> <div> <p>2000 INTERIOR ROAD</p> </div> </div>			

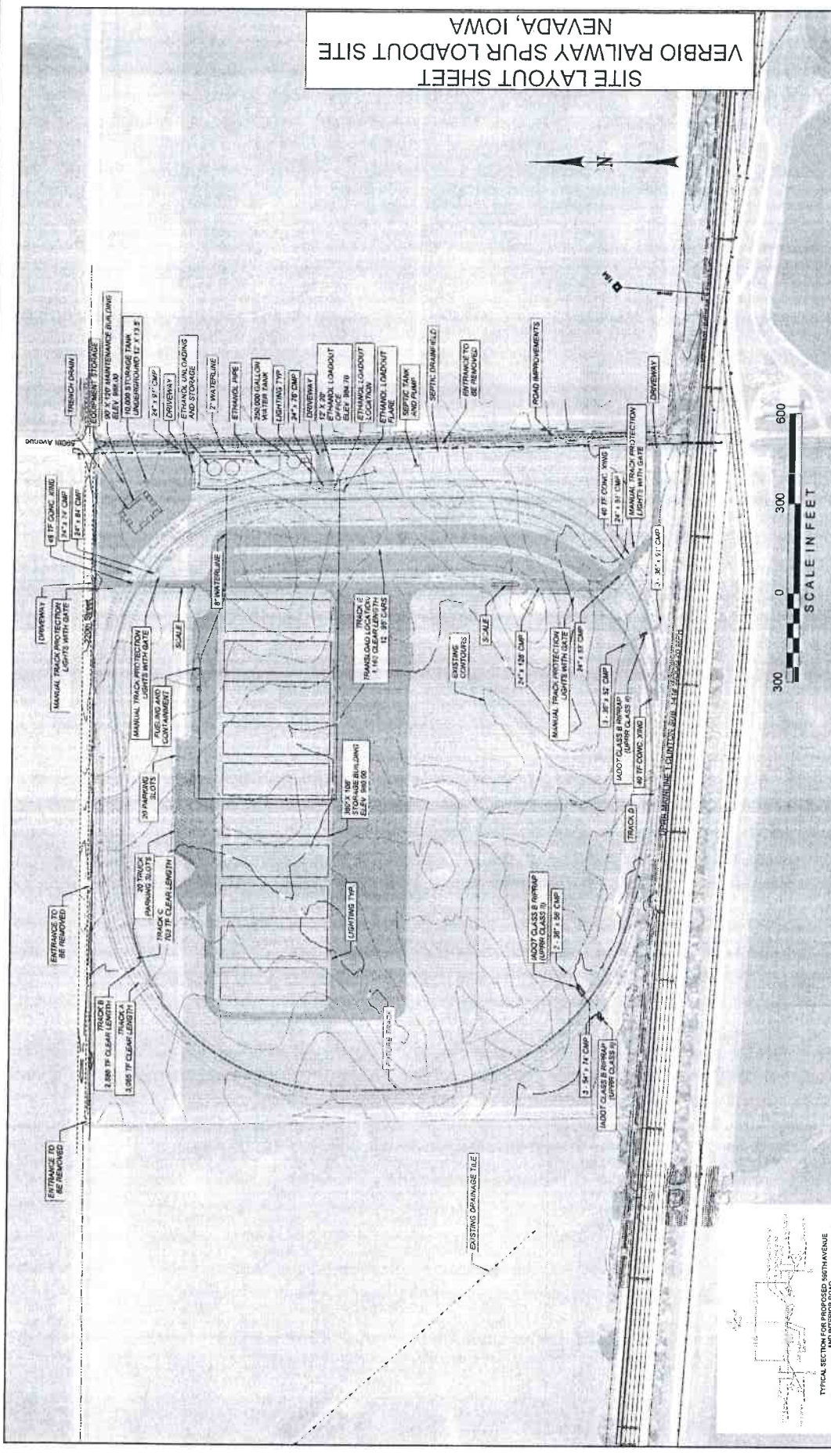


EXHIBIT C
COMPANY'S ESTIMATE WORKSHEET

(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 (\$_____).

RECEIVED
AUG 08 2022
CITY OF NEVADA

Item # 50
Date: 8/8/2022

Proof Of Publication in
NEVADA JOURNAL

CITY OF NEVADA
1209 6TH STREET
NEVADA, IA 502010530

STATE OF WISCONSIN, BROWN COUNTY

I, Lana Kanitz 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
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

Lana Kanitz
Legal Clerk

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

6/30/2025
My commission expires

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

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

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

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

Kerin Wright
City Clerk

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 6th 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. 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: 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. Developers’ Covenants

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Default Provisions.

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

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

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

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

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

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

B. City’s Obligations

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

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

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

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

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

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

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

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

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

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

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

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

C. Administrative Provisions

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

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

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

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

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

CITY OF NEVADA, IOWA

By: _____
Mayor

Attest:

City Clerk

NANCY RICHARDS

THOMAS RICHARDS

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

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

EXHIBIT B
CHALLENGE GRANT PROGRAM REQUIREMENTS

EXHIBIT C
DEVELOPERS' ESTIMATE WORKSHEET

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

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

EXHIBIT D
FORM OF GRANT DISBURSEMENT REQUEST

Date submitted: _____

Submitted by: _____

Contact information: _____

Grant Amount Requested \$_____

Index of Invoices/Statements Attached to substantive request:

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

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

NANCY OR THOMAS RICHARDS

By: _____

Title: _____

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

By: _____

City Administrator

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 6th 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 **approve the agenda**. 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 **public hearing** as advertised in the Nevada Journal on **July 14, 2022**. The public hearing is **to adopt an amendment to the plan for the urban revitalization area**.

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

There were **no written or oral objections** 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 **adopt Resolution No. 004 (2022/2023)**. 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 **public hearing** as advertised in the Nevada Journal on **July 14, 2022**. The public hearing is **on the designation of expanded urban renewal area and proposed urban renewal plan amendment.**

There were **no written or oral objections** 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 **adopt Resolution No 005 (2022/2023).** 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 **approve Ordinance No. 1027 (2022/2023).** 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 **approve waiving the second and third reading.** 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 **adopt Resolution No. 006 (2022/2023).** 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 **adopt Resolution No. 007 (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 **adopt Resolution No. 008 (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 **approve the following consent agenda items:**

- 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 **approve HR Green Amendment to Master Agreement for Municipal Engineering Services for S-14 Water Main Relocations Project, not to exceed \$10,000.00.** 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 **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.

- 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 **adopt Resolution No. 011 (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.

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 **adopt Resolution No. 012 (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 **approve Ordinance No. 1023 (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 **adopt Resolution No. 013 (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 **adopt Resolution No. 014 (2022/2023)**. 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 **adopt Resolution No. 015 (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 **direct staff to research and prepare an ATV/UTV Ordinance for council consideration**. 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 13th; 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 1st 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 **adjourn the meeting**. Following voice vote, the Mayor declared the motion carried at 6:55 p.m. the meeting adjourned.

ATTEST:

Brett Barker, Mayor

Kerin Wright, City Clerk

Published: _____

Council Approved: _____

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-BRANDS TRNG	359.00	78370
SALTECH SYSTEMS	WEBSITE HOSTING	59.95	78371
MATHESON TRI-GAS INC	POOL-CO2	493.72	78372
FIRSTNET	PD-1ST RESP NETWORK	362.57	78373
LEAMAN, KELLY	REC-CIRLSOFTBALL.COM	31.34	78374
BARKER, DREW	COMM BAND-REHERSALS/CONCERTS	240.00	78375
	Refund Checks Total		
	Accounts Payable Total	273,355.21	
	Payroll Checks	102,659.75	
	***** REPORT TOTAL *****	376,014.96	
	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	<hr/> 376,014.96

Vendor # 1170

20220711

Electronic Pymt #



First Interstate PURCHASING "P" CARD TRANSACTIONS PRESENTED AT COUNCIL MEETING 08/08/2022 W/CLAIMS

Tran Date	Merchant Name	Description	Amount	Invoice #	ACCOUNT
7/22/2022	Dollar General	POOL, Shower Liners	47.72	81658	001-435-6599
7/22/2022	WalMart	POOL	29.70	1042000314	001-435-6599
7/1/2022	Go Daddy	ADM, Website-host renewal	16.98	2245218736	121-613-6431
7/6/2022	ISU Institute for Transportation	STS, Streets & Roads Workshop	220.00	20034	110-210-6240
7/7/2022	APWA - PWX Registration	STS, Nat'l Public Works Conference	829.00	413807	110-210-6240
7/11/2022	IA Secretary of State	ADM, Notary Renewal	30.00	3337341	001-620-6210
7/12/2022	American Airlines	STS, Travel	279.71	12441928802	110-210-6240
7/12/2022	Go Daddy	ADM, Domain Renewal	21.17	155521313	121-613-6431
7/12/2022	APWA - PWX Registration	ADM, Nat'l Public Works Conference-Erin	95.00	413807	001-620-6240
7/12/2022	Sangoma US Inc	Water Plant	46.48	544630	600-811-6373
		Wastewater Pl	46.48		610-816-6373
		Library	54.74		001-410-6373
		Fire Dept	46.48		001-150-6373
		Police Dept	46.48		001-110-6373
		ST Dept	46.48		110-210-6373
		City Hall	46.30		001-620-6373
		Cemetery	46.48		001-450-6373
		Parks Mnt	46.48		001-431-6373
7/12/2022	International Institute of Mun Clerks	ADM, Membership Renewal	175.00	16557	001-620-6210
7/15/2022	Zoom	ADM, Electronic meetings	67.98	158190283	121-613-6431
7/19/2022	Des Moines Stamp	ADM, Notary Stamp	33.00	13647	001-620-6210
6/24/2022	IA Secretary of State	PD, Notary	60.00		001-110-6210
6/28/2022	Justice Clearinghouse	PD, Naca Membership Rewal	633.00	3741-5290	001-110-6240
6/28/2022	Justice Clearinghouse	Refund	-100.00	3741-5290	001-110-6240
7/9/2022	Hyatt Conf. Center	Credit	-14.31	1762422201	001-110-6240
7/9/2022	Hyatt Conf. Center	Credit	-360.93	1001094401	001-110-6240
7/9/2022	Hyatt Conf. Center	Credit	(106.00)	1762422201	001-110-6240
7/8/2022	Garden Market	PD, Credit	(67.32)		001-110-6240
7/8/2022	Garden Market	PD, Credit	(7.95)		001-110-6240
7/21/2022	Justice Clearinghouse	PD,	195.00		001-110-6240
7/8/2022	USPS	CA, FOIA Comments	8.95	925	001-620-6508
7/13/2022	Honey Creek Resort	CA, IA League Conf Hotel	185.89	7138048053	600-814-6240
6/17/2022	Morning Bell Coffee	LIB, Supplies	185.89	7138048053	610-818-6240
6/16/2022	The Dealt Hand	LIB, Supplies	576.00	MU0090441045	001-410-6599
7/13/2022	Amazon	LIB, Portable speaker/microphone	220.00	147	001-410-6598
7/20/2022	Staples	LIB, Supplies	138.39	112-9084361-5480230	810-410-6595
			41.71	9841936082	001-410-6506
			3,859.98		

POSTING & PAYMENT DATE:

AUGUST 19, 2022

City Administrator

W:\0 P:\finance\AccountsPayable\Vendors\GreatWesternPurchaseCards,All

Item # 60
Date: 8/8/2022

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the 8/8/22 Council Agenda

Business Name Georges Pizza Phone Number _____

Address 1220 6th St

Manager's Name _____ Phone Number _____

Address _____

Owners Name _____ Phone Number _____

Address _____

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

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

8-3-22

Date

[Signature]

FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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

NO orders - very clean



State of Iowa

Alcoholic Beverages Division

Applicant

ALCOHOLIC BEVERAGES DIVISION

NAME OF LEGAL ENTITY

JHHC INC.

NAME OF BUSINESS(DBA)

George's Pizza

BUSINESS

(515) 382-5616

ADDRESS OF PREMISES

1220 6th Street

PREMISES SUITE/APT NUMBER

CITY

Nevada

COUNTY

Story

ZIP

50201

MAILING ADDRESS

1220 6th Street

CITY

Nevada

STATE

Iowa

ZIP

50201

Contact Person

ALCOHOLIC BEVERAGES DIVISION

NAME

Charles Schadt

PHONE

(515) 460-4336

EMAIL

chuckdzzz2383@gmail.com

License Information

ALCOHOLIC BEVERAGES DIVISION

LICENSE NUMBER

LC0043882

LICENSE/PERMIT TYPE

Class C Liquor License

TERM

12 Month

STATUS

Pending
Dramshop
Review

TENTATIVE EFFECTIVE DATE

Aug 22, 2022

TENTATIVE EXPIRATION DATE

Aug 21, 2023

LAST DAY OF BUSINESS

SUB-PERMITS

Class C Liquor License



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Sunday Service

Status of Business

BUSINESS TYPE

Privately Held Corporation

Ownership

• Individual Owners

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

Insurance Company Information

INSURANCE COMPANY

Specialty Risk of America

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

JHHC INC.

NAME OF BUSINESS(DBA)

George's Pizza

BUSINESS

(515) 382-5616

ADDRESS OF PREMISES

1220 6th Street

PREMISES SUITE/APT NUMBER

CITY

Nevada

COUNTY

Story

ZIP

50201

MAILING ADDRESS

1220 6th Street

CITY

Nevada

STATE

Iowa

ZIP

50201

Contact Person

NAME

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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

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. 19th 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 18th 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 22nd 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 22nd day of August, 2022.

Kerin Wright
City Clerk



City Hall | 1209 6th Street | Nevada, IA 50201-0530
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 19th 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



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

AGENDA

Planning & Zoning Commission
July 18th, 2022 6:15pm
Council Chambers, City Hall 1209 6th 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 22nd, 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. 19th 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 14th, 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 19th 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. 19th 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



Rezoning Application Form

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

1. **Property Address** for this Rezoning Request: NA

2. **Legal Description** (attach, if lengthy): Outlot A, Story County Hospital Subdivision.

3. **Applicant:** Owner

Address: _____
(Street) (City) (State) (Zip)

Telephone: _____
(Home) (Business) (Fax)

4. **Property Owner:** Story County Hospital

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

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

5. **Contact Person:** Bishop Engineering

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

Telephone: c/o Rick Baumhover, PE 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: [Signature] Date: 06-20-2022

Applicant)

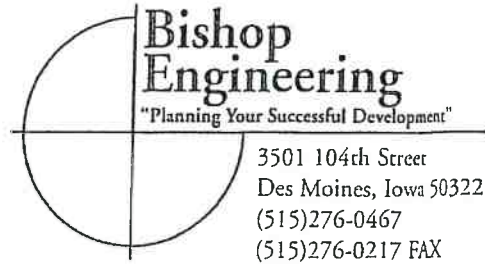
(Note: No other signature may be substituted for the Property Owner's Signature)

and: [Signature] Date: 06-20-2022

(Property Owner)

and: Rick Baumbach Date: 6-20-22

(Contact Person)



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.

Description of Property: Outlot A, Story County Hospital Subdivision.

Land Area: 32.15 Acres.

Current Zoning: AR (Agriculture/Residential Reserve)

Proposed Zoning: R-4 (Residential Multi-Family)

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


Comprehensive Plan Consistency: (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)

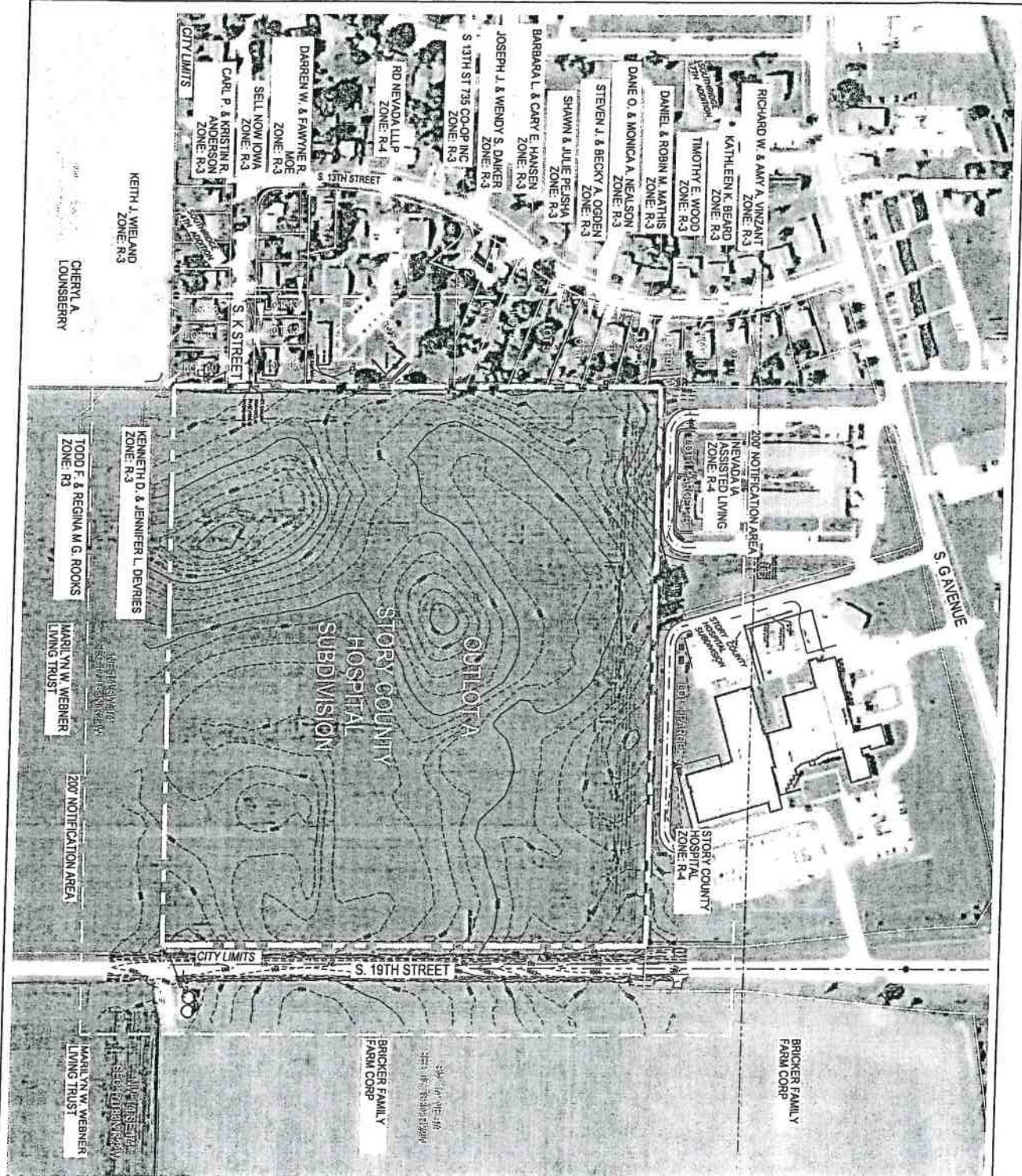
To Whom It May Concern:

We, the undersigned, own property adjoining Outlot A, Story County Hospital Subdivision Nevada, Iowa.

It is our understanding that Story County Hospital has requested a change in Zoning at Outlot A, Story County Hospital Subdivision.

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

NAME (SIGNATURE)	ADDRESS	DATE SIGNED
 (Story County Hospital)	640 S. 19th St., Nevada, IA	06-20-2020



**DESCRIPTION OF
PROPERTY TO BE
REZONED:**

OUTLOT A, STORY COUNTY
HOSPITAL SUBDIVISION, AN
OFFICIAL PLAT, NEVADA,
STORY COUNTY, IOWA,
CONTAINING
APPROXIMATELY 32.15
ACRES.



**STORY COUNTY MEDICAL CENTER
32 ACRE DEVELOPMENT**

REZONING MAP

Bishop Engineering
"Planning Your Successful Development"
3501 104th Street
Des Moines, Iowa 50322-3423
Phone (515) 274-9462 Fax (515) 274-9357
Civil Engineering & Land Surveying Established 1959

PROJECT NAME	STORY COUNTY HOSPITAL
DRAWN BY	CHUCK BIR
CHECKED BY	CHUCK BIR
REVISION DATE	7-2-2023
PROJECT NUMBER	220068
SHEET NUMBER	1 of 1

NOTICE OF REVIEW OF A Rezoning Application
IN NEVADA, IOWA

The Planning & Zoning Commission of the City of Nevada, Iowa, has received a request from the property owner, Story County Hospital, to review a Rezoning Application at the location of 640 S. 19th 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

CITY OF NEVADA, IOWA
 1209 SIXTH STREET
 PHONE: 382-5466 FAX: 382-4502
 BOARD/COMMISSION MEMBER APPLICATION

NAME: Brian Thomas Weig OTHER NAMES USED: _____
 First, Middle, Last

ADDRESS: _____ EMAIL: _____

PHONE # HOME: _____ WORK: _____ CELL: _____

PLACE OF BIRTH: _____ DATE OF BIRTH: _____

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

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

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

*This typically will not be a problem if after normal business hours.
 There may be occasional times if they interfere with my daughter's schedule.*

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

I have been a resident of Nevada for 15 years and have great pride in that. I enjoy serving my community.

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

Maintain the progress of the library in serving others with access to education and services that help the community thrive.

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

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

*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:\Office\Forms\Board Application.doc

Kerin Wright

From: City of Nevada <no-reply@cityofnevadaiaowa.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

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 4th 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 1st day of February, 2021, on Mac Vey Investments, LC, (“Owner”) to abate the nuisance existing at 536 4th 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 its 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.
5. 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 Neilson, seconded by Council Member Sandy Ehrig, that Resolution No. 003 (2021/2022) be adopted

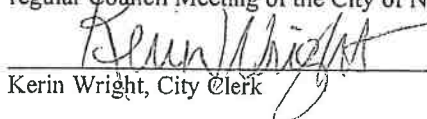
AYES: Neilson, Ehrig, Mittman, Sampson, Spence

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# _____
DATE: 8/8/2022

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 8th 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.

To the Nevada City Council,
 I am writing to you in
 regards to my parents last
 reading for their water bill.
 The water department called
 my dad to alert him that
 a keege amount of water had
 been used in the past 24 hrs.
 The total bill at that time
 was \$ 256.00. I had accidently
 left the hose running at their
 house at 123 8th St when I
 stopped to give their fresh
 water. They are not living
 there but there there during
 the week working on the house
 to sell it. My dad found it
 running the next morning.
 I called ^{the} City Water Department
 and they told me to write to
 the City Council and ask for
 relief ~~in~~ for the sewer portion
 of the bill.

0.0

0.0

14.66 +

14.66 +

17.17 +

15.92 +

17.17 +

17.79 +

16.54 +

15.92 +

19.67 +

29.39 +

31.27 +

28.14 +

27.51 +

265.81 *

0.0

265.81 ÷

13. =

20.45 *

0.0

114.53 +

20.45 -

94.08 *

Thank You

John Fry

123 8th St

accl # 1146001

June last bill \$65.31

ACCOUNT NUMBER 1146001 STATUS Active

NAME JOHN MICHAEL FRY

PROPERTY 123 8TH ST

SV SERIAL #	MULTIPLIER	DIGITS	INS DATE	SERV DATE	LOCATION	NOTE
SW 1540442136	5		10/18/2001			
WA 1540442136	5	3/15/2016	10/18/2001			

BILL DATE	SERV	READ DATE	PRES	PREV	EST	BILL CONS	CHARGE
8/01/2022	SW	7/01/2022	4025	3874		151	114.53
7/01/2022	SW	6/02/2022	3874	3862		12	27.51
6/01/2022	SW	5/02/2022	3862	3849		13	28.14
5/01/2022	SW	4/01/2022	3849	3831		18	31.27
4/01/2022	SW	3/01/2022	3831	3816		15	29.39
3/01/2022	SW	2/02/2022	3816	3804		12	19.67
2/01/2022	SW	1/04/2022	3804	3798		6	15.92
1/01/2022	SW	12/01/2021	3798	3791		7	16.54
2/01/2021	SW	11/01/2021	3791	3782		9	17.79
1/01/2021	SW	10/01/2021	3782	3774		8	17.17
0/01/2021	SW	9/01/2021	3774	3768		6	15.92
9/01/2021	SW	8/03/2021	3768	3760		8	17.17
8/01/2021	SW	7/01/2021	3760	3756		4	14.66
7/01/2021	SW	6/01/2021	3756	3752		4	14.66

ILL DATE	SERV	DMD ACTUAL	DMD BILLED	MULT	DMD TOTAL	CHARGE
----------	------	------------	------------	------	-----------	--------

ILL DATE	SERV	READ DATE	PRES	PREV/DMD	MULT	CONS	LST YR	PCT CHNG
8/01/2022	SW	7/01/2022	4025	3874		151	4	675.00
7/01/2022	SW	6/02/2022	3874	3862		12	4	200.00
6/01/2022	SW	5/02/2022	3862	3849		13	4	225.00
5/01/2022	SW	4/01/2022	3849	3831		18	5	260.00
4/01/2022	SW	3/01/2022	3831	3816		15	7	114.29
3/01/2022	SW	2/02/2022	3816	3804		12	7	71.43
2/01/2022	SW	1/04/2022	3804	3798		6	26	76.92-
1/01/2022	SW	12/01/2021	3798	3791		7	47	85.11-
2/01/2021	SW	11/01/2021	3791	3782		9	53	83.02-
1/01/2021	SW	10/01/2021	3782	3774		8	52	84.62-
0/01/2021	SW	9/01/2021	3774	3768		6	48	87.50-
9/01/2021	SW	8/03/2021	3768	3760		8	55	85.45-
8/01/2021	SW	7/01/2021	3760	3756		4	55	92.73-
7/01/2021	SW	6/01/2021	3756	3752		4	56	92.86-

LL DATE	SERV	READ DATE	PRES	PREV	CHARGE	LST YR	PCT CHNG
/01/2022	SW	7/01/2022	4025	3874	114.53	14.66	681.24
/01/2022	SW	6/02/2022	3874	3862	27.51	14.66	87.65
/01/2022	SW	5/02/2022	3862	3849	28.14	12.22	130.28
/01/2022	SW	4/01/2022	3849	3831	31.27	12.74	145.45
/01/2022	SW	3/01/2022	3831	3816	29.39	13.78	113.28
/01/2022	SW	2/02/2022	3816	3804	19.67	13.78	42.74

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 28th, 2022; and

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

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

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

CHAPTER 158: PROPERTY MAINTENANCE AND RESIDENTIAL RENTAL CODE

158.01 TITLE AND STATEMENT OF PURPOSE. *The ordinance codified in this chapter is entitled as the "Property Maintenance and Residential Rental Code". The purpose of this chapter is to establish minimum regulations regarding the conditions and maintenance of rental properties, buildings, and structures. Standards outlined in Chapter 158 are to ensure that rental structures, buildings, and properties are safe, sanitary, and fit for occupation and use.*

158.02 ADOPTION OF PROPERTY MAINTENANCE CODE. *The International Property Maintenance Code, published by the International Code Council, Inc., is adopted in full except for such portions as may be hereinafter deleted, modified or amended.*

158.03 APPLICABILITY. *Provisions within this chapter shall be applicable to the maintenance, repair, equipment, use and occupancy of all dwelling units within residential rental buildings that are now in existence or hereafter constructed, habilitated, renovated, or converted to residential rental use within the corporate limits of the City of Nevada. Provisions within this chapter include, but are not limited to single-family dwellings, two-family dwellings, multi-family dwellings, mobile homes regulated under 562A of the Iowa Code, accessory dwelling units and/or rooming/sleeping units with the following exceptions:*

- a) Single-family dwellings which are occupied by the owner;*
- b) Transient shelters, group homes and college dormitories subject to state licensing; and*
- c) Hotels, motels, extended stay hotels and other similar uses subject to state licensing.*

Provisions within this chapter shall also be applicable to the land and common areas that provide services to individual owner-occupied units where said land and common area is under the ownership of someone other than that of said owner occupied unit, including, but not limited to, mobile home parks, horizontal property regimes pursuant to Iowa Code 499B, and multiple housing cooperatives pursuant to Iowa Code 499A.

158.04 DEFINITIONS. *The following terms are defined for the purposes of Chapter 158:*

- 1. "Building and Zoning Official" means the official who is charged with the administration and enforcement of this code, or any duly authorized representative.*
- 2. "Dwelling Unit" means a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.*

3. "Group homes" means those dwelling units which provide for the care of a group of persons, such as but not limited to a nursing home or treatment facility that are subject to state licensing.

4. "Inspection" means a review of a dwelling unit, building or structure for its compliance to adopted and relevant city codes.

5. "Minor" means an individual under the age of 18.

6. "Multi-family dwelling" means a building designed for or occupied exclusively by three or more families. This includes condominiums or individual dwelling units within the structure that are being rented or leased.

7. "Owner" means any person who, alone or jointly or severally with others shall have legal title to any dwelling unit, with or without accompanying actual possession thereof; or shall have charge care or control of any dwelling or dwelling unit, as owner or agent of the owner, or as executor, administrator, trustee or guardian of the estate of the owner. Any such person thus representing the actual owner shall be bound to comply with the provisions of this chapter to the same extent as if the representative were the owner.

8. "Rental inspection certificate" means a certificate issued upon the inspection and certification of a dwelling unit and allows for that dwelling unit to be rented and occupied.

9. "Single-family dwelling" means a building designed for or occupied exclusively by one family.

10. "Tenant/Occupant" means any individual residing in a rental dwelling unit or having possession of a space within a rental dwelling.

11. "Transient shelters" means those units providing temporary or transitional residence for a period of thirty-one (31) days or less.

12. "Two-family dwelling" means a building designed for or occupied exclusively by two families. This includes condominiums or individual dwelling units within the structure that are being rented or leased.

158.05 INTERPRETATION. In their interpretation and application, the provisions of this chapter shall be held to minimum requirements, adopted for the promotion and protection of the public health, safety, and general welfare. Wherever the requirements of this chapter are at variance with the requirements of any other lawfully adopted rules, regulations, ordinances, deed restrictions, or covenants, the most restrictive, or that imposing the higher standards, shall govern.

158.06 CODE ENFORCEMENT OFFICER. It shall be the duty of the Building and Zoning Official, or other officially delegated and/or appointed by the City Administrator, who shall administer and enforce the provisions within this chapter and to conduct any required inspections or tests.

158.07 REGISTRATION AND INSPECTION CERTIFICATION REQUIRED. After the effective date hereof, no person shall rent, lease, let, operate, or otherwise allow the occupancy of any dwelling unit or any portion of any dwelling unit (including sleeping rooms) unless they hold a valid rental inspection certificate.

1. **Issuance.** Following the submission of a rental registration application, on forms provided by the City of Nevada, and review of the residential unit for compliance with the provisions within this chapter, the Building and Zoning Official shall issue a rental certificate to the owner and/or agent. No certificate shall be issued until all inspections, registration and other fees have been passed, completed, and paid.

2. **Owner and/or Agent Information Required.** Owners of residential rental properties in the City, who reside in Story County or any county contiguous thereto, shall provide the Building and Zoning Department with their contact information or designee contact information including but not limited to:

- a) Mailing addresses
- b) Telephone numbers
- c) E-mail addresses

Owners of residential rental properties in the City who reside in any area other than described above, shall provide the department with the contact information of an individual over the age of eighteen (18) who shall reside in Story County or any county contiguous thereto, and who shall be designated as agent for scheduling inspections, receiving notice, and service of process.

3. **Rental Inspection Certificate.** Certificates shall be readily available for examination by the Building and Zoning Official at all times.

4. **Certificate Duration and Validation.** Certificate shall expire at the end of four (4) years following its date of issuance, or from the listed expiration date, unless suspended or revoked as hereinafter provided.

5. **Certificate Renewal.** Certificates shall be revoked if not renewed within forty-five (45) days from the date of expiration. Renewal shall include an inspection of rental property for compliance to provisions within this chapter.

6. **Transfer of Ownership.** A notice to the Building and Zoning Department is required from the owner within seven (7) days after a rental property is sold, transferred, conveyed, or otherwise disposed of ownership, interest, or control. Notices shall include the name and address of the person succeeding to the ownership and control thereof. Certificates are transferable as long as the succeeding property owner re-registers the rental property under their name and contact

information. The succeeding property owner will have thirty (30) days to re-register said property at no cost. If the succeeding property owner fails to re-register the rental property within thirty (30) days, rental certification shall be revoked or suspended.

7. *New Units.* New construction projects, which have received final inspection approval and have been issued a Certificate of Occupancy, need not complete an inspection for a period of four (4) years from the issue date but shall register their property and provide their contact information to the City in order to be compliant with provisions in this chapter.

158.08 INSPECTION PROCEDURES. The owner and/or agent shall schedule an inspection to be conducted by the Building and Zoning Department to ensure compliance with the requirements of this chapter.

1. *Appointments.* Appointments for inspections shall be scheduled by the applicant through the City during regular business hours and shall provide at minimum one (1) business day notice. The City may request for the appointment to be rescheduled. The owner and/or agent shall be required to arrange for access to the rental dwelling unit(s). The owner and/or agent shall notify all tenants of the inspection in accordance with Chapter 562A, Uniform Residential Landlord and Tenant Law, of the Code of Iowa. Failure to notify tenants shall result in reinspection.

2. *Inspection Schedule.* The Building and Zoning Department shall seek to inspect every residential rental dwelling within the corporate limits of the City of Nevada every four (4) years. As part of the inspection process, the City may determine to extend or shorten the timeframe to the next scheduled inspection. Factors that may influence the City to inspect more or less frequently include, but are not limited to the following:

- a) Age and condition of dwelling
- b) Inspection history (continual violations)
- c) Tenant/management complaints (resulting in violations)
- d) Natural disasters such as flooding
- e) Timely inspection scheduling, follow-up, and fee payment by the owner
- f) In-house inspection and maintenance program by the owner that includes specific life/safety provisions

It shall be the responsibility of the owner and/or agent to ensure that their rental properties have a valid rental inspection certificate. The City may schedule inspection appointments with the owner and/or agent of the property by regular mail and/or email, a minimum of thirty (30) days in advance of the inspection. It shall be the owner and/or agent's responsibility to notify all tenants of the inspection date and time, in accordance with Iowa law.

3. *Inspections shall not be conducted under the following circumstances and shall result in a reinspection:*

- a) When a minor is serving on the behalf of the owner and/or managing agent
- b) When the inspection is against the will of the tenant without the building owner and/or managing agent present
- c) When no prior notice is given to the tenant, as is required by state law
- d) Without either the owner and/or managing agent, tenant of the dwelling, or the designated managing agent being present

4. *Administrative Search Warrants.* When under any section of this code it is necessary to enter in or upon any building, structure, land or other premises for inspection purposed or when there is reasonable cause to believe there exists in, at or upon a building, structure, land or other premises within the jurisdiction of the city a violation of any section of this Code enacted under police powers related to health or safety and a city officer or employee is authorized to conduct inspections has attempted to gain entry to any building, structure, land or other premises for the purpose of such inspection and has been refused such entry, the council in the exercise of its home rule powers authorizes the city attorney or their designee to make an application for an administrative search warrant in the name and authority of the city as provided by law.

158.09 RENTAL HOUSING STANDARDS. The Building and Zoning Official shall inspect each rental dwelling unit or portion thereof that is accessible to the tenant, to determine whether the premises are safe for human habitation or whether they are deemed substandard as set forth below.

Substandard conditions shall include, but not be limited to, the following:

1. Lack of working water closet, lavatory, bathtub or shower;
2. Lack of working or existing kitchen sink;
3. Lack of hot and cold running water to plumbing fixtures requiring hot and cold water;
4. Lack of heating facilities;
5. Lack of or improper ventilating equipment for mechanical equipment: i.e. water heater, furnace;
6. Lack of or minimum amounts of natural light and ventilation;

7. *Lack of required electrical lighting;*
8. *Dampness of habitable rooms;*
9. *Infestation of insects, vermin or rodents from improper maintenance of the building;*
10. *General dilapidation or improper maintenance;*
11. *Lack of connection to the required sewage disposal system;*
12. *Lack of adequate garbage and rubbish storage and removal if service is provided by the Landlord;*
13. *Lack of valid minimum rental housing occupancy permit for the dwelling unit;*
14. *Structural Hazards, including:*
 - (a) *Deteriorating or inadequate foundations;*
 - (b) *Defective or deteriorating flooring or floor supports;*
 - (c) *Flooring or flooring supports of insufficient size to carry imposed loads with safety;*
 - (d) *Members of wall, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration;*
 - (e) *Members of walls, partitions or other vertical supports that are of insufficient size to carry imposed loads with safety;*
 - (f) *Members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split or buckle due to defective material or deterioration;*
 - (g) *Members of ceiling, roofs, ceiling and roof supports or other horizontal members that are of insufficient size to carry imposed loads with safety;*
 - (h) *Fireplaces or chimneys which list, bulge or settle due to material deterioration; and*
 - (i) *Fireplaces or chimneys which are insufficient size or strength to carry imposed loads with safety.*
15. *Hazardous wiring. Hazardous wiring shall include all wiring, except that which conformed with all applicable laws in effect at the time of installation and which has been maintained in good condition and is being used in a safe manner;*
16. *Hazardous plumbing. Hazardous plumbing shall include all plumbing, except that which conformed with all applicable laws in effect at the time of installation and which has been maintained in good condition and which is free of cross connections and siphoning between fixtures;*
17. *Hazardous mechanical equipment. Hazardous mechanical equipment shall include all mechanical equipment, including vents, except that which conformed with all applicable laws in effect at the time of installation and which has been maintained in good and safe condition;*
18. *Faulty weather protection. Faulty weather protection shall include, but not be limited to, the following:*
 - (a) *Deteriorated, crumbling or loose plaster caused by weather or improper maintenance;*
 - (b) *Deteriorating or ineffective water-proofing of exterior walls, roofs, foundations or floors, including broken windows or doors caused by weather or improper maintenance;*
 - (c) *Defective weather protection or lack of weather protection for exterior wall coverings, including lack of paint, or weathering due to lack of paint or other approved protective covering; and*
 - (d) *Broken, rotted, split or buckled exterior wall coverings or roof.*
19. *Fire hazards. Any building or portion thereof, device, apparatus, equipment, combustible waste or vegetation which, in violation of the International Fire Code adopted by the City of Nevada in such condition as to cause a fire or explosion or provide a ready fuel to augment the spread and intensity of fire or explosion arising from any cause shall be deemed a fire hazards.*
20. *Faulty materials of construction. Faulty materials of construction shall include all materials of construction, except those which are specifically allowed or approved by this chapter and the building code, and which have been adequately maintained in good and safe condition.*
21. *Hazardous or unsanitary premises. Hazardous or unsanitary premises shall include those premises on which an accumulation or weeds, vegetation, junk, dead organic matter, debris, garbage, offal, rat harborages, stagnant water, combustible materials and similar materials or conditions constitute fire health or safety hazards. Located in City Code Chapter 50 & 51.*
22. *Inadequate maintenance. Any building or portion thereof which is determined to be an unsafe or dangerous building in accordance with the Building Code of the city shall be deemed to be inadequately maintained.*
23. *Inadequate exits. All habitable spaces shall have reliable means of egress that do not require special keys, tools, or knowledge to operate. Exits shall consist of a walk out door, fire escape rated for the occupancy level of the floor, having a width of not less than 32 inches, and made of non-combustible material. Windows below grade and not more than a height of 70 feet may serve as an emergency rescue egress point, only in existing buildings where exiting is inadequate. Nothing in this section permits violation of City of Nevada ordinance 165.16.D (3) requiring two separate means of egress*

from residential dwelling units within the downtown district. All buildings or portion thereof not provided with adequate exit facilities as required by this chapter shall be deemed to have inadequate exits. When an unsafe condition exists through lack of or improper location of exits, additional exits may be required to be installed, or additional fire protection added in lieu of construction. The Authority Having Jurisdiction (AHJ) can approve the installation of a fire alarm system or automatic sprinkler system to correct inadequate required exits.

24. *Inadequate fire-resistive construction or firefighting equipment.*

(a) *Fire-resistive.* All buildings or portion thereof which are not provided with the fire-resistive construction required by this chapter shall be deemed to have inadequate fire-resistive construction, except those buildings or portions thereof which the owner proves by clear satisfactory and convincing evidence: 5/8-inch fire rock can be added to interior walls on legacy buildings to provide an approved layer of fire protection. Doors to a rated corridor shall be solid wood with a 20 min rated UL tag on the door jam.

(i) *Conformed with all applicable laws at the time of their construction, conversion to rental dwelling unit status and increase in number of rental dwelling units; and*

(ii) *Whose fire-resistive construction has been adequately maintained and improved with any increase in number of dwelling units or occupant load, and with any alteration, addition or change in occupancy.*

(b) *Deemed inadequate.* All buildings or portions thereof which are not provided with the fire extinguishing system or equipment required by this chapter shall be deemed to have inadequate fire extinguishing systems or equipment. The AHJ may provide a variance to a sprinkler system when required if there are additional approved exits installed along with other fire protection features, such as but not limited to a) fire rated construction, b) the installation of a complete addressable fire alarm which is capable of notifying all tenants, or another fire protection device approved by the AHJ.

25. *Improper occupancy.* Improper occupancy shall include any occupancy of a building or portion thereof occupied for living, sleeping, cooking or dining purposes which was not designed or intended to be used for such occupancy. Improper occupancy shall also include the occupancy of, or allowing the occupancy of, any dwelling unit for which there is not in effect a valid and current minimum rental housing occupancy permit or a valid and current registration receipt with respect to said dwelling. The AHJ shall issue an immediate cease and desist order to anyone occupying a space not approved or designed for human habitation.

158.10 MOBILE HOMES. Mobile homes shall be regulated and inspected in accordance with the following classifications:

1. *The class of mobile homes denoted as manufactured homes, as defined in 42 USC 5402(6), shall bear a data plate, serial number and certification label as required by Manufactured Home Construction and Safety Standards, Department of Housing and Urban Development (1985) sections 3280.5, 3280.6 and 3280.8, or shall meet the requirements of section 3280.7.*

2. *Mobile homes manufactured from March 1973 through May 1976 shall bear the seal of the state.*

3. *Mobile homes manufactured prior to March 1973 shall be inspected for general conformity with the Manufactured Home Construction and Safety Standards cited in this section as such standards govern fire safety, plumbing, mechanical and electrical systems, and general construction.*

4. *All other mobile homes not included in the classifications in sections (1) through (3) of this section shall be inspected for general conformity with the Manufactured Home Construction and Safety Standards cited in this section as such standards govern fire safety, plumbing, mechanical and electrical systems, and general construction.*

5. *A mobile home showing no evidence of modification and generally well-maintained as set forth in this article, shall be issued an inspection certificate in the same manner as any other dwelling unit subject to this article.*

158.11 REVOCATION AND SUSPENSION OF CERTIFICATES. Any rental inspection certificate may be summarily revoked and/or suspended by the Building Official upon the review of a notice of violation of any provision of this chapter or upon any outstanding fees, fines, or violations on any rental properties and/or units under the jurisdiction of the City of Nevada.

158.12 WITHHOLDING OR DENIAL OF CERTIFICATES. Any rental inspection certificate may be withheld or denied by the Building and Zoning Department if an owner has outstanding fees, fines, or violations on any rental properties and/or units under the jurisdiction of the City of Nevada, or if the inspection reveals any of the substandard conditions as set forth in Section 158.09.

158.13 VIOLATIONS AND PENALTIES. Any person who fails to comply with any provisions of this chapter or other applicable code or regulation shall be subject to a fine as set forth in Chapter 4 of the City Ordinance. In the instance that a rental property fails to meet the requirements within this chapter, the Building and Zoning Official may issue an order requiring for the property owner or agent to correct violations within a reasonable amount of time.

Whenever the City determines that a violation of this chapter exists, the City shall give notice of the violation. The notice shall be in writing and shall describe with reasonable detail the violation(s) to allow the property owner to correct said violation(s).

158.14 FEES. *All fees due to the City for registration, and/or rental housing certificates, as determined by City Council resolution, shall be collected in prior to issuance of a certificate.*

158.15 APPEALS. *Appeals to the Board of Adjustment concerning interpretation or administration of this chapter may be taken by any person aggrieved by any decision of the Building and Zoning Official. Such appeals shall be taken within a reasonable time, not exceeding 60 days, by filing with the Building and Zoning Official and with the Board of Adjustment a notice of appeal specifying the grounds thereof. The Building and Zoning Official shall forthwith transmit to the Board all papers constituting the record upon which the action appeal from was taken. The Board of Adjustment shall fix a reasonable time for the hearing of appeal, give public notice thereof as well as due notice to the parties in interest, and decide the same within a reasonable time. At the hearing any party may appear in person or by agent or attorney.*

158.16 VARIANCES. *In the case of appeals requesting a variance, the Board of Adjustment may grant a reasonable variance in a specific case and from a specific provision of this chapter, subject, however, to appropriate conditions; and, provided that, the Board makes specific findings of fact based on the evidence presented on the record as a whole, that the following factors have been established by the required standard of proof:*

- 1. There are practical difficulties or unnecessary hardships in carrying out the strict letter of the notice or order;*
- 2. Due to the particular circumstances presented, the effect of the application of the provisions of this chapter would be arbitrary in the specific case;*
- 3. An extension of time to bring the property into compliance with the provisions of this chapter would not constitute an appropriate remedy for practical difficulties or unnecessary hardships in this arbitrary effect;*
- 4. Such a variance is in compliance with the general purpose and intent of this chapter in securing the public health, safety and general welfare*
- 5. The granting of such variance will not render the structure unsafe for habitation; and*
- 6. The structure benefitted by the variance conformed with all applicable provisions of this Code of Ordinances, including, but not limited to, zoning provisions, at each of the following times:*
 - (a) At time of construction;*
 - (b) At the time of its conversion to rental dwelling status; and*
 - (c) At the time of any increase in number of rental dwelling units in the structure.*

158.17 PUBLIC NUISANCE PROPERTY.

1. It shall be the responsibility of the owner of each dwelling unit that is subject to the provisions of this subchapter to assure that the use and occupancy of such dwelling unit does not unreasonably interfere with or adversely affect the rights of nearby residents and does not disturb the health, safety, or general welfare of the occupants of surrounding properties.

2. Any use or occupancy, or allowing the use or occupancy, of any dwelling unit subject to the provisions of this subchapter in violation of the requirements stated above shall constitute a public nuisance.

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, 25th 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.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

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

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

1st Reading – July 25, 2022

Motion by Council Member Brian Hanson, seconded by Council Member Steve Skaggs, first reading of Ordinance No. 1023 (2022/2023).

AYES: Hanson, Skaggs, Ehrig, Mittman, Nealson, Sampson

NAYS: None

ABSENT: None

2nd Reading – August 8, 2022

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

AYES: —

NAYS: —

ABSENT: —

3rd Reading –

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

AYES: —

NAYS: —

ABSENT: —

The Mayor declared Ordinance No. 1023 (2022/2023) was passed on __, 2022.

I certify that the foregoing was published as Ordinance No. 1023 (2022/2023) on the __ day of __, 2022.

Kerin Wright, City Clerk



Item # 91
Date: 8/8/2022

► 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 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.

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

Michael Roth, P.E.
Senior Project Manager

Enclosure

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

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Pay_Request_14_recommendation.docx

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 OF PAGES

TO OWNER: City of Nevada >> 1209 6th Street Nevada, IA 50201		Telephone: Fax:	PROJECT Nevada WWTF Improvements Phase 2 62512 270th Street Nevada, IA 50201	Application No. 14 Period To: July 31, 2022 PROJECT NOS.:	Distribution to: OWNER ENGINEER
FROM CONTRACTOR: Williams Brothers Construction 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		VIA ENGINEER HR Green Inc. 5525 Merle Hay Road, Suite 200 Johnston, IA 50131 Attn:		App'l date July 31, 2022 Contract date: Substantial completion date: Invoice 7 22 542 14	CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	35,850,000.00
2. Net Change by Change Orders	97,778.27
3. CONTRACT SUM TO DATE	35,947,778.27
4. TOTAL COMPLETED AND STORED TO DATE	13,629,485.17
5. RETAINAGE:	
a. 5 % of 100% of Contract	(561,145.82)
b. 5 % of Stored Material	(120,328.44)
Total Retainage (Line 5a + 5b or Total in Column I of G703)	0.00
6. TOTAL EARNED LESS RETAINAGE	(681,474.26)
(Line 4 less Line 5 Total)	12,948,010.91
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	(11,705,048.88)
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	1,242,962.03
9. BALANCE TO FINISH, INCLUDING RETAINAGE	22,999,767.36
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	97,778.27	
Total approved this Month		
TOTAL	97,778.27	0.00
NET CHANGES by Change Order		97,778.27

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 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: *Jacqueline Smith* Date: July 31, 2022
State of: Illinois
County of: Peoria
Subscribed and sworn to before me this day of July 31, 2022

Notary Public: *Jacob K. Lee*
"OFFICIAL SEAL"
Notary Public, State of Illinois
My Commission Expires 06-15-2025

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data 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.

AMOUNT CERTIFIED 1,242,962.03

(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.)

Engineer: HR Green
By: *Michael Roberts* Date: 8 / 1 / 22

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this contract.

CONFIRMATION SHEET										Application No.	14	PER. TO:	July 31, 2022	ENGINEER'S PROJECT NO.	000
3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Spec	Build	Nevada WWTF	SUPPLIER	SCHEDULED	WORK COMPLETED	MATERIALS	TOTAL COMPLE	%	HALFWAY	RETAINAGE					
NO.	NO.			VALUE	PREV. APP.	THIS PERIOD	STORED	& STORED	COMPLET.	TO FINISH					
7 Div 001	General Requirements														
8 01 0000	Concrete Schedules Unit Price		Williams Brothers Construction	63,000.00				0.00	0%	63,000.00					0.00
9 01 0000	Demolition		Williams Brothers Construction	71,000.00				0.00	0%	71,000.00					0.00
10 01 0000	Submittal Exchange		Williams Brothers Construction	18,000.00	18,000.00			18,000.00	100%	0.00					900.00
11 01 0000	Mobilization		Williams Brothers Construction	1,824,000.00	717,000.00			717,000.00	50%	717,000.00					13,830.00
12 01 0000	Mobilization		J & K Contracting, LLC	155,925.00	101,629.73		54,295.25	155,925.00	100%	0.00					7,796.25
13 01 0000	Mobilization		Tablin Brothers	30,000.00	13,000.00			13,000.00	50%	13,000.00					750.00
14 01 0000	Bowl Assurance		Williams Brothers Construction	1,672,139.72	1,672,139.72			1,672,139.72	100%	0.00					83,606.99
15 01 0000	Site Fence/Check Check Installation		Alpha Landscapes	42,000.00	217.00	210.00		462.00	1%	41,538.00					23.00
16 01 0000	Site Fence/Check Check Removal		Alpha Landscapes	3,300.00				0.00	0%	3,300.00					0.00
17 0000	General Conditions and Mobilization		Can-Smart, Inc.	100,000.00	50,000.00			50,000.00	50%	50,000.00					2,500.00
18 0000	Engineering Study		CEC Electric	9,550.00				0.00	0%	9,550.00					0.00
19 0000	Equipment		CEC Electric	75,500.00	14,500.00	10,000.00		24,500.00	33%	30,500.00					723.00
20 0000	Trucks		CEC Electric	14,500.00				0.00	0%	14,500.00					0.00
21 0000	Abolition of Trailer		CEC Electric	44,250.00	21,500.00	1,000.00		28,900.00	65%	15,350.00					1,445.00
22 0000	Vehicle and General Expense		CEC Electric	44,250.00	17,100.00	2,000.00		15,200.00	34%	29,050.00					769.00
23 0000								0.00	0%	0.00					0.00
24 01 0000	Rebar		NFL Ambassador Steel Fabrication	1,300.00				0.00	0%	1,300.00					0.00
25 01 0000	Concrete		Central Irons Ready Mix	1,264.88				0.00	0%	1,264.88					0.00
26 01 0000	Retaining Wall		Williams Brothers Construction	11,435.36				0.00	0%	11,435.36					0.00
27 01 0000	Entrance Sign		Williams Brothers Construction	5,832.00				0.00	0%	5,832.00					0.00
28 0000	Construction Entrance and Check Dams		Can-Smart, Inc.	6,000.00	1,000.00			1,000.00	17%	5,000.00					30.00
29 0000	Construction Entrance and Check Dams		Can-Smart, Inc.	6,000.00	1,000.00			1,000.00	17%	5,000.00					30.00
30 0000	3" Concrete Pavement		Can-Smart, Inc.	170,000.00				0.00	0%	170,000.00					0.00
31 0000	3" Concrete Pavement		Can-Smart, Inc.	260,000.00				0.00	0%	260,000.00					0.00
32 0000	Roadway Subbase		Can-Smart, Inc.	88,000.00	40,000.00			40,000.00	45%	48,000.00					2,000.00
33 0000	Roadway Subbase		Can-Smart, Inc.	70,000.00	20,000.00			20,000.00	28%	50,000.00					1,500.00
34 0000	Roadway Subbase		Can-Smart, Inc.	27,000.00	12,000.00			12,000.00	44%	15,000.00					500.00
35 0000	Roadway Subbase		Can-Smart, Inc.	30,000.00	15,000.00			15,000.00	50%	15,000.00					750.00
36 0000	Roadway Subbase		Can-Smart, Inc.	17,000.00	17,000.00			17,000.00	100%	0.00					850.00
37 0000	Topsoil Spread		Can-Smart, Inc.	540,000.00	210,000.00			210,000.00	39%	330,000.00					15,300.00
38 0000	Alms Elevation			8,194.00				0.00	0%	8,194.00					0.00
39 01 4100	Structural Precast Concrete		Williams Brothers Construction	1,560.00				0.00	0%	1,560.00					0.00
40 01 0000	Alms Fabrication		Reuter Metal Craftsmen, Inc.	48,873.30	4,155.25		10,796.05	14,643.30	30%	34,227.96					722.27
41 01 0000	Alms Fabrication		Williams Brothers Construction	28,083.00				0.00	0%	28,083.00					0.00
42 01 0000	FIRE MARCHIN		J & K Contracting, LLC	117,800.00	95,000.00			95,000.00	81%	22,800.00					1,750.00
43 01 0000	FIRE HYDRANT ASSEMBLY		J & K Contracting, LLC	13,677.00	3,039.14			3,039.14	22%	10,637.86					251.06
44 01 0000	FIRE HYDRANT ASSEMBLY		J & K Contracting, LLC	20,015.00				0.00	0%	20,015.00					0.00
45 01 0000	GATE VALVE 4 IN		J & K Contracting, LLC	7,000.00				0.00	0%	7,000.00					0.00
46 01 0000	WT 2 IN 4 IN		J & K Contracting, LLC	94,500.00	67,500.00			67,500.00	71%	27,000.00					3,375.00
47 01 0000	GATE VALVE 4 IN		J & K Contracting, LLC	3,750.00				0.00	0%	3,750.00					0.00
48 01 0000	POURABLE WATER 2 IN		J & K Contracting, LLC	58,200.00	48,283.00		15,136.00	63,419.00	85%	15,279.00					4,171.00
49 01 0000	STEELWORK 30		J & K Contracting, LLC	90,000.00	90,000.00			90,000.00	100%	0.00					4,500.00
50 01 0000	1" FLEXIBLE HELIXANCHOR		J & K Contracting, LLC	6,000.00				0.00	0%	6,000.00					0.00
51 01 0000	4" FLEXIBLE HELIXANCHOR		J & K Contracting, LLC	2,900.00				0.00	0%	2,900.00					0.00
52 01 0000	3" FLEXIBLE HELIXANCHOR		J & K Contracting, LLC	12,600.00	8,400.00			8,400.00	67%	4,200.00					420.00
53 01 0000	3" FLEXIBLE HELIXANCHOR		J & K Contracting, LLC	10,640.00				0.00	0%	10,640.00					0.00
54 01 0000	4" FLEXIBLE HELIXANCHOR		J & K Contracting, LLC	31,500.00	25,200.00			25,200.00	80%	6,300.00					1,740.00
55 01 0000	4" FLEXIBLE HELIXANCHOR		J & K Contracting, LLC	31,500.00	25,200.00			25,200.00	80%	6,300.00					1,740.00
56 01 0000	4" FLEXIBLE HELIXANCHOR		J & K Contracting, LLC	12,600.00	12,600.00			12,600.00	100%	0.00					610.00
57 01 0000	4" FLEXIBLE HELIXANCHOR		J & K Contracting, LLC	3,750.00				0.00	0%	3,750.00					0.00
58 01 0000	POURABLE WATER 4 IN		J & K Contracting, LLC	501.00				0.00	0%	501.00					0.00

CONFIRMATION SHEET										Application No.	14	PER. TO:	July 31, 2022	ENGINEER'S PROJECT NO.	000
3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Spec	Build	Nevada WWTF	SUPPLIER	SCHEDULED	WORK COMPLETED	MATERIALS	TOTAL COMPLE	%	HALFWAY	RETAINAGE					
NO.	NO.		SUBCONTRACTOR	VALUE	PREV. APP.	THIS PERIOD	STORED	& STORED	COMPLET.	TO FINISH					
59 01 0000	4" CON		J&K Contracting, LLC	13,000.00			5,900.00	5,900.00	45%	7,100.00					250.00
60 01 0000	4" CON		J&K Contracting, LLC	11,600.00			20,000.00	20,000.00	48%	21,600.00					1,000.00
61 01 0000	8" CON		J&K Contracting, LLC	52,300.00	12,500.00	6,750.00	15,000.00	35,250.00	67%	16,550.00					1,762.50
62 01 0000	6" WAP	520.150	J&K Contracting, LLC	1,000.00				0.00	0%	1,000.00					0.00
63 01 0000	6" CLAMPUR SUBMIT		J&K Contracting, LLC	16,200.00			8,000.00	8,000.00	49%	8,200.00					400.00
64 01 0000	6" CLAMPUR SUBMIT	350.700	J&K Contracting, LLC	9,000.00			3,000.00	3,000.00	33%	6,000.00					150.00
65 01 0000	6" CLAMPUR SUBMIT		J&K Contracting, LLC	4,000.00				0.00	0%	4,000.00					0.00
66 01 0000	6" CLAMPUR SUBMIT		J&K Contracting, LLC	17,600.00			6,000.00	6,000.00	34%	11,600.00					300.00
67 01 0000	8" FL	50.310	J&K Contracting, LLC	32,000.00	24,000.00	3,000.00	1,000.00	28,000.00	88%	3,000.00					1,400.00
68 01 0000	10" RE	REINFORCEMENT CLAR-SEC TIE	J&K Contracting, LLC	30,000.00				0.00	0%	30,000.00					0.00
69 01 0000	10" FLP		J&K Contracting, LLC	14,726.91				0.00	0%	14,726.91					0.00
70 01 0000	10" FLP		J&K Contracting, LLC	17,263.07			10,000.00	10,000.00	75%	7,263.07					500.00
71 01 0000	12" WAP		J&K Contracting, LLC	63,400.00	19,500.00		14,163.80	33,643.80	53%	28,756.20					1,832.17
72 01 0000	12" JAS	320.350	J&K Contracting, LLC	46,870.00			9,000.00	33,000.00	71%	13,870.00					1,650.00
73 01 0000	12" JAS	350.700	J&K Contracting, LLC	9,600.00			6,900.00	6,900.00	70%	2,700.00					315.00
74 01 0000	18" JSL	550.700	J&K Contracting, LLC	13,000.00				0.00	0%	13,000.00					0.00
75 01 0000	20" JSL	350.700	J&K Contracting, LLC	11,000.00				0.00	0%	11,000.00					0.00
76 01 0000	20" DRAT		J&K Contracting, LLC	61,031.00	40,490.77			40,490.77	67%	20,540.23					2,044.54
77 01 0000	20" DRAT		J&K Contracting, LLC	31,900.00	15,112.67			15,112.67	47%	16,787.33					1,144.15
78 01 0000	24" ST	EXTD DUCT-PS-X	J&K Contracting, LLC	49,458.59				0.00	0%	49,458.59					0.00
79 01 0000	24" ST	EXTD DUCT-PS-X	J&K Contracting, LLC	15,541.11			12,918.85	12,918.85	83%	2,622.26					645.24
80 01 0000	18" DE	275-100 CONCRETE ENCASED	J&K Contracting, LLC	75,256.51				0.00	0%	75,256.51					0.00
81 01 0000	18" DE	275-100 CONCRETE ENCASED	J&K Contracting, LLC	58,112.49			30,000.00	50,000.00	86%	8,112.49					2,590.00
82 01 0000	30" JCE	420.00X14 CROSS	J&K Contracting, LLC	41,795.52				0.00	0%	41,795.52					0.00
83 01 0000	30" JCE	420.00X14 CROSS	J&K Contracting, LLC	13,414.48				0.00	0%	13,414.48					0.00
84 01 0000	30" JCE	420.00X14 CROSS	J&K Contracting, LLC	6,000.00				0.00	0%	6,000.00					0.00
85 01 0000	20" SAN	350.700	J&K Contracting, LLC	33,600.00	3,360.00		28,360.00	31,920.00	95%	1,680.00					1,576.00
86 01 0000	20" SAN	350.700	J&K Contracting, LLC	26,200.00			25,536.00	25,536.00	97%	1,344.00					1,276.00
87 01 0000	20" SAN		J&K Contracting, LLC	9,952.07				0.00	0%	9,952.07					0.00
88 01 0000	20" SAN		J&K Contracting, LLC	22,046.91				0.00	0%	22,046.91					0.00
89 01 0000	20" SAN		J&K Contracting, LLC	12,957.67				0.00	0%	12,957.67					0.00
90 01 0000	20" SAN		J&K Contracting, LLC	1,907.33				0.00	0%	1,907.33					0.00
91 01 0000	20" SAN		J&K Contracting, LLC	3,945.79				0.00	0%	3,945.79					0.00
92 01 0000	20" SAN		J&K Contracting, LLC	4,354.21				0.00	0%	4,354.21					0.00
93 01 0000	20" SAN		J&K Contracting, LLC	5,619.00				0.00	0%	5,619.00					0.00
94 01 0000	20" SAN		J&K Contracting, LLC	4,281.00				0.00	0%	4,281.00					0.00
95 01 0000	20" SAN		J&K Contracting, LLC	5,940.00				0.00	0%	5,940.00					0.00
96 01 0000	20" SAN		J&K Contracting, LLC	15,600.00	201.00			201.00	1%	15,400.00					40.00
97 01 0000	20" SAN		J&K Contracting, LLC	25,000.00	4,400.00			4,400.00	17%	21,150.00					222.50
98 01 0000	20" SAN		J&K Contracting, LLC	17,200.00	11,400.00			11,400.00	66%	5,800.00					570.20
99 01 0000	20" SAN		J&K Contracting, LLC	42,000.00	33,300.00			33,300.00	79%	8,700.00					1,665.00
100 01 0000	20" SAN		J&K Contracting, LLC	4,400.00				0.00	0%	4,400.00					0.00
101 01 0000	20" SAN		J&K Contracting, LLC	3,000.00				0.00	0%	3,000.00					0.00
102 01 0000	20" SAN		J&K Contracting, LLC	2,000.00				3,000.00	100%	0.00					150.00
103 01 0000	20" SAN		J&K Contracting, LLC	7,750.00	1,825.00			2,875.00	36%	5,875.00					193.75
104 01 0000	20" SAN		J&K Contracting, LLC	4,100.00				4,100.00	100%	0.00					207.20
105 01 0000	20" SAN		J&K Contracting, LLC	9,800.00	9,800.00			9,800.00	100%	0.00					400.00
106 01 0000	20" SAN		J&K Contracting, LLC	5,475.00				0.00	0%	5,475.00					0.00
107 01 0000	20" SAN		J&K Contracting, LLC	6,550.00			2,412.20	5,137.80	78%	1,412.20					779.60
108 01 0000	20" SAN		J&K Contracting, LLC	10,000.00	9,500.00			9,500.00	95%	500.00					475.00
109 01 0000	20" SAN		J&K Contracting, LLC	32,700.00			7,367.40	7,367.40	23%	25,332.60					368.37
110 01 0000	20" SAN		J&K Contracting, LLC	7,000.00				0.00	0%	7,000.00					0.00

CONTINUATION SHEET				Application No.	14	PER. TO:	July 31, 2022	ENGINEER'S PROJECT NO.:	0.00				
3	Spec	Build	Nevada WWTF	SUPPLIER	SCHEDULED	APPL. DATE	July 31, 2022	WORK COMPLETED	MATERIALS	TOTAL COMPS	%	BAIANCE	REMARKS
5	Sec	No.		CONTRACTOR	VALUE	PREV. APPL.	THIS PERIOD	STORED	STOCKED	COMPLETE	TO FINISH	REMARKS	
215	22	1006	120	Plumbing Piping Specialists	13,400.00	0.000.00		3,400.00	11,000.00	80%	5,600.00	350.00	
216	22	1006	120	Plumbing Piping Specialists	6,125.00	5,400.00			625.00	10%	625.00	275.00	
217	22	3000	120	Plumbing Equipment	10,000.00				0.00	0%	10,000.00	0.00	
218	22	3000	120	Plumbing Equipment	3,700.00				0.00	0%	3,700.00	0.00	
219	22	3000	120	Plumbing Fixtures	7,500.00				0.00	0%	7,500.00	0.00	
220	22	3000	120	Plumbing Fixtures	2,800.00				0.00	0%	2,800.00	0.00	
221	22	0302	120	FAB for HVAC	2,242.00				0.00	0%	2,242.00	0.00	
222	22	0711	120	Duct Insulation	270.00				0.00	0%	270.00	0.00	
223	22	0712	120	Duct Insulation	1,050.00				0.00	0%	1,050.00	0.00	
224	22	0903	120	Sequence of Operation for HVAC	1,050.00				0.00	0%	1,050.00	0.00	
225	22	0903	120	Sequence of Operation for HVAC	1,050.00				0.00	0%	1,050.00	0.00	
226	22	1221	120	Facility Normal Gas Piping	5,575.00				0.00	0%	5,575.00	0.00	
227	22	1223	120	Facility Normal Gas Piping	11,500.00				0.00	0%	11,500.00	0.00	
228	22	2104	120	Refrigerant Piping	3,360.00				0.00	0%	3,360.00	0.00	
229	22	2104	120	Refrigerant Piping	4,000.00				0.00	0%	4,000.00	0.00	
230	22	2106	120	HVAC Ducts and Casings	14,687.00			2,329.00	2,329.00	16%	12,358.00	116.23	
231	22	2106	120	HVAC Ducts and Casings	19,000.00	0.000.00			0.00	0%	19,000.00	477.00	
232	22	3100	120	Air Duct Accessories	1,975.00				0.00	0%	1,975.00	0.00	
233	22	3100	120	Air Duct Accessories	1,975.00				0.00	0%	1,975.00	0.00	
234	22	3421	120	HVAC Power Ventilators	16,370.00				0.00	0%	16,370.00	0.00	
235	22	3423	120	HVAC Power Ventilators	2,715.00				0.00	0%	2,715.00	0.00	
236	22	3429	120	HVLS Propeller Fans	14,590.00				0.00	0%	14,590.00	0.00	
237	22	3439	120	HVLS Propeller Fans	2,715.00				0.00	0%	2,715.00	0.00	
238	22	3700	120	Air Outlets and Inlets	5,575.00			2,916.75	2,916.75	52%	2,658.25	193.44	
239	22	3700	120	Air Outlets and Inlets	2,000.00				0.00	0%	2,000.00	0.00	
240	22	3400	120	Terminals	10,225.00			7,166.00	7,166.00	69%	3,059.00	157.30	
241	22	3400	120	Terminals	12,400.00	750.00			750.00	6%	11,650.00	37.50	
242	22	3513	120	Fast Fixed Flowers	21,800.00				0.00	0%	21,800.00	0.00	
243	22	3513	120	Fast Fixed Flowers	7,140.00				0.00	0%	7,140.00	0.00	
244	22	6212	120	Packaged Air Cooled Condensers	74,515.00			6,244.00	6,244.00	8%	68,271.00	114.20	
245	22	6212	120	Packaged Air Cooled Condensers	905.00	250.00			250.00	30%	655.00	12.50	
246	22	8101	120	Terminal Heat Transfer Units	5,600.00				0.00	0%	5,600.00	0.00	
247	22	8101	120	Terminal Heat Transfer Units	2,000.00				0.00	0%	2,000.00	0.00	
248	22	8137	120	Split Systems AC Units	34,315.00				0.00	0%	34,315.00	0.00	
249	22	8137	120	Split Systems AC Units	242.00				0.00	0%	242.00	0.00	
250	26	0000	120	Gen	185,250.00	13,500.00		42,064.26	42,064.26	23%	143,185.74	5025.46	
251	26	0000	120	Gen	24,125.00				0.00	0%	24,125.00	0.00	
252	26	0000	120	Lighting	26,700.00			23,651.17	23,651.17	88%	3,048.83	1,182.50	
253	26	0000	120	Lighting	9,000.00				0.00	0%	9,000.00	0.00	
254	26	0000	120	Lighting Controls Material	9,000.00			3,637.43	3,637.43	40%	5,362.57	181.87	
255	26	0000	120	Generators ATS	528,450.00				0.00	0%	528,450.00	0.00	
256	26	0000	120	Generators ATS	3,300.00				0.00	0%	3,300.00	0.00	
257	26	0000	120	Mobile Pliers	11,900.00				0.00	0%	11,900.00	0.00	
258	26	0000	120	Mobile Pliers	1,000.00				0.00	0%	1,000.00	0.00	
259	26	0000	120	Cable Bus	210,600.00				0.00	0%	210,600.00	0.00	
260	26	0000	120	Cable Bus	2,350.00				0.00	0%	2,350.00	0.00	
261	26	0000	120	Grounding	33,300.00	25,300.00			25,300.00	76%	8,000.00	1,200.00	
262	26	0000	120	Fire Alarm	10,250.00				0.00	0%	10,250.00	0.00	
263	26	0000	120	Lighting Protection	8,765.00				0.00	0%	8,765.00	0.00	
264	26	0000	120	Alarm Area	80,125.00	1,000.00	5,000.00		6,000.00	11%	74,125.00	450.00	
265	26	0000	120	Alarm Area	8,275.00	2,000.00	5,000.00		7,000.00	85%	1,275.00	350.00	
266	26	1000	120	Access Control/Video Surveillance	8,715.00				0.00	0%	8,715.00	0.00	

CONTINUATION SHEET				Application No.	14	PER. TO:	July 31, 2022	ENGINEER'S PROJECT NO.	0.00				
3	Spec	Build	Nevada WWTF	SUPPLIER	SCHEDULED	APPL. DATE	July 31, 2022	WORK COMPLETED	MATERIALS	TOTAL COMPL.	%	BAIANCE	REMARKS
4	Sec	No.		CONTRACTOR	VALUE	PREV. APPL.	THIS PERIOD	STORED	STOCKED	COMPLETE	TO FINISH	REMARKS	
267	21	1000	120	Excavation	10,000.00	10,000.00			10,000.00	100%	0.00	500.00	
268	21	1000	120	Excavation	3,000.00	3,000.00			3,000.00	100%	0.00	350.00	
269	210	1000	120	Excavation	0.00				0.00	0%	0.00	0.00	
270	03	0000	210	Earth	61,820.00	49,236.00		6,182.00	55,618.00	90%	6,182.00	2,741.00	
271	03	0000	210	Concrete	69,656.18	58,945.43			58,945.43	85%	6,710.75	2,547.27	
272	03	0000	210	Walls	279,297.00	279,297.00			279,297.00	100%	0.00	13,642.83	
273	03	0000	210	Gravel Berms	23,472.50				0.00	0%	23,472.50	0.00	
274	03	0000	210	Flag Stone	24,225.00	24,225.00			24,225.00	100%	0.00	1,211.43	
275	03	0000	210	SSG	39,801.50				34,225.00	86%	5,576.50	3,111.39	
276	03	0000	210	Concrete Beams & Deck	34,225.00	34,225.00			34,225.00	100%	0.00	0.00	
277	03	0000	210	Concrete	11,700.00	10,994.25			10,994.25	94%	705.75	519.71	
278	03	4100	210	Structural Precast Concrete	24,970.00				0.00	0%	24,970.00	0.00	
279	03	4100	210	Structural Precast Concrete	8,000.00				0.00	0%	8,000.00	0.00	
280	04	0000	210	Steel Deck	100,000.00			50,500.94	50,500.94	50%	49,499.06	3,540.25	
281	04	0000	210	Steel Deck	100,000.00				0.00	0%	100,000.00	0.00	
282	05	5000	210	Metal Fabrications	32,143.51			18,700.83	18,700.83	58%	13,442.68	932.64	
283	05	5000	210	Metal Fabrications	24,712.00	7,419.60			7,419.60	30%	17,292.40	170.96	
284	05	5100	210	Metal Joists	4,305.25				0.00	0%	4,305.25	0.00	
285	06	6000	210	Parshall Flow Line	4,042.50	3,017.50			4,042.50	100%	0.00	202.13	
286	06	6000	210	Parshall Flow Line	11,000.00	11,000.00			11,000.00	100%	0.00	350.00	
287	09	5100	210	Metal Sides	3,256.00				0.00	0%	3,256.00	0.00	
288	09	5100	210	Weather Barriers	4,010.00				0.00	0%	4,010.00	0.00	
289	09	5500	210	Weather Barriers	2,432.00				0.00	0%	2,432.00	0.00	
290	05	5400	210	Thermoplastic Membrane Roofing	15,900.00				0.00	0%	15,900.00	0.00	
291	07	5400	210	Thermoplastic Membrane Roofing	12,000.00				0.00	0%	12,000.00	0.00	
292	07	6700	210	Sheet Metal Flashing and Trim	2,400.00				0.00	0%	2,400.00	0.00	
293	07	6200	210	Sheet Metal Flashing and Trim	3,800.00				0.00	0%	3,800.00	0.00	
294	07	7200	210	Roof Deck	10,000.00				0.00	0%	10,000.00	0.00	
295	07	7200	210	Roof Deck	1,300.00				0.00	0%	1,300.00	0.00	
296	07	7200	210	Flow Access Door	3,872.00			3,872.00	3,872.00	100%	0.00	191.00	
297	07	7200	210	Flow Access Door	1,800.00				0.00	0%	1,800.00	0.00	
298	08	1116	210	Aluminum Doors and Frames	10,800.00				0.00	0%	10,800.00	0.00	
299	08	1116	210	Aluminum Doors and Frames	4,350.00				0.00	0%	4,350.00	0.00	
300	08	0000	210	Glazing	403.00				0.00	0%	403.00	0.00	
301	08	0000	210	Glazing	300.00				0.00	0%	300.00	0.00	
302	09	0000	210	Paints and Coatings	25,000.00				0.00	0%	25,000.00	0.00	
303	13	3419	210	Metal Building System	13,547.00			13,547.00	13,547.00	100%	0.00	677.33	
304	13	3419	210	Influent & Effluent Wallpipes	10,500.00	20,500.00			20,500.00	100%	0.00	1,025.00	
305	13	3419	210	Influent & Effluent Wallpipes	7,700.00	1,300.00			1,300.00	17%	6,400.00	345.00	
306	13	3419	210	Gravel System Piping	10,000.00	377.00			377.00	4%	9,623.00	11.81	
307	13	3419	210	Gravel System Piping	18,000.00				0.00	0%	18,000.00	0.00	
308	13	0300	210	Basic Mechanical Requirements	4,125.00	500.00			500.00	12%	3,625.00	25.00	
309	13	0300	210	Basic Mechanical Requirements	8,055.00	1,000.00			1,000.00	12%	7,055.00	150.00	
310	13	0321	210	Hanger and Supports	3,240.00			800.00	800.00	25%	2,440.00	40.00	
311	13	0321	210	Hanger and Supports	2,500.00				0.00	0%	2,500.00	0.00	
312	13	0351	210	Gravel System Piping/Equipment	1,625.00				0.00	0%	1,625.00	0.00	
313	13	0351	210	Gravel System Piping/Equipment	1,810.00				0.00	0%	1,810.00	0.00	
314	13	0371	210	Flushing Piping Installation	1,155.00				0.00	0%	1,155.00	0.00	
315	13	0371	210	Flushing Piping Installation	2,075.00				0.00	0%	2,075.00	0.00	
316	13	1005	210	Flushing Piping	1,170.00			1,177.50	1,177.50	100%	0.00	68.44	
317	13	1005	210	Flushing Piping	4,850.00	1,000.00			1,000.00	21%	3,850.00	10.00	
318	13	1006	210	Flushing Piping Specialties	17,860.00			5,743.32	5,743.32	32%	8,116.68	287.19	

CONTINUATION SHEET				Application No. 34		PER TO: July 31, 2022		0.00	
				APPL. DATE: July 31, 2022		ENGINEER'S PROJECT NO.			
				WORK COMPLETED					
				PREV. APPL.		THIS PERIOD			

CONTINUATION SHEET				Application No. 14	PER. TO: July 31, 2022												
				APPL. DATE: July 31, 2022	ENGINEER'S PROJECT NO.: 0.00												
3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Spec	Item	NO.	DESCRIPTION	SUPPLIER	QUANTITY	UNIT	VALUE	PREV. APPL.	THIS PERIOD	MATERIALS	TOTAL COMPI.	%	BALANCE	TO FINISH	TO FINISH	TO FINISH	TO FINISH
4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
527	22	0529	160 Hangers and Supports	MJ O'Connor Mechanical	1,800.00												
528	22	0533	160 ID for Plumbing Pipe/Equipment	MJ O'Connor Mechanical	875.00												
529	22	0533	160 ID for Plumbing Pipe/Equipment	MJ O'Connor Mechanical	670.00												
530	22	1005	360 Plumbing Piping	MJ O'Connor Mechanical	890.00					700.00	700.00	79%	190.00	35.00			
531	22	1005	360 Plumbing Piping	MJ O'Connor Mechanical	1,835.00				250.00		250.00	13%	1,605.00	12.50			
532	22	1006	360 Plumbing Piping Specialties	MJ O'Connor Mechanical	6,930.00												
533	22	1006	360 Plumbing Piping Specialties	MJ O'Connor Mechanical	2,980.00												
534	22	1000	360 Plumbing Equipment	MJ O'Connor Mechanical	9,535.00												
535	22	1000	360 Plumbing Equipment	MJ O'Connor Mechanical	1,475.00												
536	22	1000	360 Plumbing Equipment	MJ O'Connor Mechanical	2,080.00												
537	22	1000	360 Plumbing Equipment	MJ O'Connor Mechanical	1,100.00												
538	21	0972	250 TAB for HVAC	MJ O'Connor Mechanical	1,320.00												
539	22	0973	160 Sequence of Operation for HVAC	MJ O'Connor Mechanical	975.00												
540	22	0973	160 Sequence of Operation for HVAC	MJ O'Connor Mechanical	840.00												
541	22	1100	160 HVAC Ducts and Casings	MJ O'Connor Mechanical	5,865.00												
542	22	1100	160 HVAC Ducts and Casings	MJ O'Connor Mechanical	6,360.00												
543	22	1100	160 Air Duct Accessories	MJ O'Connor Mechanical	590.00												
544	22	1100	160 Air Duct Accessories	MJ O'Connor Mechanical	335.00												
545	22	1123	160 HVAC Power Ventilators	MJ O'Connor Mechanical	1,095.00												
546	22	1123	160 HVAC Power Ventilators	MJ O'Connor Mechanical	685.00												
547	21	1108	360 Air Outlets and Inlets	MJ O'Connor Mechanical	1,170.00												
548	21	1108	360 Air Outlets and Inlets	MJ O'Connor Mechanical	300.00												
549	21	1101	360 Terminal Heat Transfer Units	MJ O'Connor Mechanical	11,375.00					9,290.00	9,290.00	82%	2,085.00	464.00			
550	22	1101	360 Terminal Heat Transfer Units	MJ O'Connor Mechanical	540.00				252.50		252.50	50%	287.50	12.63			
551	26	0000	360 Chemical Storage	CFC Electric	22,025.00												
552	26	0000	360 Chemical Storage	CFC Electric	41,450.00												
553	26	0000	360 Lighting	CFC Electric	3,300.00					3,033.29	3,033.29	71%	1,266.71	151.66			
554	26	0000	360 Lighting	CFC Electric	1,080.00												
555	26	0000	360 Lighting Protection	CFC Electric	5,600.00												
556	31	1000	360 Excavation	Con-Struct, Inc.	2,000.00												
557	31	1000	360 Excavation	Con-Struct, Inc.	3,000.00				1,000.00		1,000.00	33%	2,000.00	30.00			
558	43	1116	260 Bulk Chemical Storage Tanks	Venpro Inc.	101,700.00												
559	43	1116	260 Bulk Chemical Storage Tanks	Tublin Brothers	3,500.00												
560	46	1124	360 Portable Metering Pumps	Environmental Equipment Solutions	63,324.00												
561	46	1124	360 Portable Metering Pumps	Tublin Brothers	3,100.00												
562	46	1124	360 Portable Metering Pumps	Environmental Equipment Solutions	12,928.00												
563	46	1124	360 Portable Metering Pumps	Tublin Brothers	2,090.00												
564	280	0000	360 Secondary Clarifier Spline	Williams Brothers Construction	12,830.00				76,764.37	19,376.44	117,408.75	76%	36,371.23	5,870.44			
565	01	0000	360 Concrete	Central Intra Ready Mix	165,129.35				66,129.46	34,000.00	212,258.81	127%	44,229.35	4,227.42			
566	01	0000	360 Concrete	Williams Brothers Construction	657,573.00				66,352.38	189,178.43	166,820.75	25%	500,642.25	6,344.94			
567	01	0000	360 Concrete	Williams Brothers Construction	249,362.00				167,673.21		167,673.21	67%	82,289.79	8,283.66			
568	01	0000	360 Concrete	Williams Brothers Construction	58,843.00												
569	01	0000	360 Concrete	Williams Brothers Construction	43,900.00												
570	01	0000	360 Concrete	Central Intra Ready Mix	9,318.83												
571	01	0000	360 Concrete	Williams Brothers Construction	71,709.50												
572	01	0000	360 Concrete	Williams Brothers Construction	694.00												
573	01	0000	360 Concrete	Williams Brothers Construction	6,534.00												
574	01	0000	360 Concrete	Williams Brothers Construction	3,756.50												
575	01	0000	360 Concrete	Williams Brothers Construction	4,748.46												
576	01	0000	360 Concrete	Williams Brothers Construction	1,648.00												
577	01	0000	360 Concrete	Williams Brothers Construction	13,629.50												
578	01	0000	360 Concrete	Williams Brothers Construction	13,629.50												

CONTINUATION SHEET				Application No. 14	PER. TO: July 31, 2022												
				APPL. DATE: July 31, 2022	ENGINEER'S PROJECT NO. 0.00												
3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Spec	Item	NO.	Quantity	Supplier/ Subcontractor	Unit	Value	Prev. Appl.	This Period	Materials	Total Comp.	%	Balance	To Finish	To Finish	To Finish	To Finish	To Finish
579	07	0400	360	Metal Scaffolding	L	Williams Brothers Construction	9,700.00										
580	09	0000	360	Tanks and Casings	ML	RP Coatings	56,000.00										
581	22	0000	180	Underdrain Inflows & RAS	M	Tublin Brothers	7,600.00	4,455.20		4,455.20	10%	3,144.80	222.76				
582	22	0000	180	Underdrain Inflows & RAS	M	Tublin Brothers	22,809.00	12,200.00		12,200.00	53%	10,609.00	760.00				
583	22	0000	360	Effluent & Scum	ML	Tublin Brothers	16,000.00		10,000.00	10,000.00	63%	6,000.00	500.00				
584	22	0000	360	Effluent & Scum	M	Tublin Brothers	8,200.00				0.00		8,200.00	0.00			
585	22	0000	360	Flow PIPs	ML	Tublin Brothers	16,000.00	72,000.00		72,000.00	45%	16,000.00	1,000.00				
586	22	0000	360	Flow PIPs	M	Tublin Brothers	16,500.00	11,000.00		11,000.00	67%	5,500.00	500.00				
587	22	0000	360	Clarifier Spline Dies	M	Tublin Brothers	43,900.00										
588	22	0000	360	Clarifier Spline Dies	L	Tublin Brothers	12,000.00										
589	26	0000	180	Secondary Clarifiers Aze	M	CFC Electric	42,475.00										
590	26	0000	360	Secondary Clarifiers Aze	L	CFC Electric	90,850.00										
591	31	1000	360	Excavation	M	Con-Struct, Inc.	12,000.00	15,000.00		15,000.00	125%	27,000.00	700.00				
592	31	1000	360	Excavation	M	Con-Struct, Inc.	150,000.00	65,000.00		65,000.00	43%	85,000.00	3,500.00				
593	31	1000	360	Excavation - Secondary Flow Spline	M	Con-Struct, Inc.	1,000.00										
594	31	1000	360	Excavation - Secondary Flow Spline	L	Con-Struct, Inc.	9,000.00	2,000.00		2,000.00	22%	7,000.00	100.00				
595	46	1123	180	Secondary Clarifier Mechanism	M	Oxide USA, LLC	777,559.00										
596	46	1123	180	Secondary Clarifier Mechanism	L	Williams Brothers Construction	113,600.00										
597	280	0000	360	Return Pump Station													
598	03	0000	360	Return	ML	Ambassador Steel Fabrications	19,840.00	19,840.00		19,840.00	100%	0.00	292.00				
599	05	0000	360	Concrete	M	Central Intra Ready Mix	17,171.36	17,171.36		17,171.36	100%	0.00	378.50				
600	01	0000	360	Concrete	L	Williams Brothers Construction	80,761.50	80,761.50		80,761.50	100%	0.00	4,003.00				
601	01	0000	360	Concrete	M	Williams Brothers Construction	10,058.00	10,058.00		10,058.00	100%	0.00	501.91				
602	01	0000	360	Concrete	L	Williams Brothers Construction	17,963.00	17,963.00		17,963.00	100%	0.00	532.15				
603	01	0000	360	Concrete	M	Williams Brothers Construction	3,594.50	3,594.50		3,594.50	100%	0.00	170.72				
604	01	0000	360	Concrete	M	Williams Brothers Construction	3,594.50	3,594.50		3,594.50	100%	0.00	170.72				
605	05	0000	360	Metal Fabrications	M	Reuter Metal Craftworks, Inc.	3,362.43		1,749.09	1,749.09	52%	1,613.34	87.00				
606	05	0000	360	Metal Fabrications	L	Williams Brothers Construction	3,362.43				0.00		3,362.43	0.00			
607	07	1153	360	Stanchions Deck Coverings	M	Pro Seal Solutions	6,451.29				0.00		6,451.29	0.00			
608	07	2119	360	Trained in Place Insulation	ML	Intra Foam Insulation LLC	9,983.00				0.00		9,983.00	0.00			
609	07	1743	360	Detention Pond Waterproofing	M	Williams Brothers Construction	2,684.00				0.00		2,684.00	0.00			
610	07	1743	360	Detention Pond Waterproofing	L	Williams Brothers Construction	4,122.00				0.00		4,122.00	0.00			
611	08	1113	360	Floor Hatches	M	Halliday Products	317.00		317.00	317.00	100%	0.00	26.83				
612	08	1113	360	Floor Hatches	L	Williams Brothers Construction	400.00				0.00		400.00	0.00			
613	08	1113	360	Access Tube	M	Intra Pump Works	8,450.00		8,450.00	8,450.00	100%	0.00	422.50				
614	08	1113	360	Access Tube	M	Williams Brothers Construction	6,000.00				0.00		6,000.00	0.00			
615	09	0000	360	Pumps and Controls	ML	RP Coatings	24,000.00		4,500.00	4,500.00	19%	19,500.00	500.00				
616	22	0000	360	Return Pump Piping	M	Tublin Brothers	19,309.00	6,000.00		6,000.00	31%	13,309.00	700.00				
617	22	0000	360	Return Pump Piping	M	Tublin Brothers	19,309.00	6,000.00		6,000.00	31%	13,309.00	700.00				
618	22	0000	360	Return Pump Piping	M	Tublin Brothers	19,309.00	6,000.00		6,000.00	31%	13,309.00	700.00				
619	22	0000	360	Return Pump Piping	M	Tublin Brothers	19,309.00	6,000.00		6,000.00	31%	13,309.00	700.00				
620	22	0000	360	Return Pump Piping	M	Tublin Brothers	19,309.00	6,000.00		6,000.00	31%	13,309.00	700.00				
621	22	0000	360	Return Pump Piping	M	Tublin Brothers	19,309.00	6,000.00		6,000.00	31%	13,309.00	700.00				
622	22	0000	360	Return Pump Piping	M	Tublin Brothers	19,309.00	6,000.00		6,000.00	31%	13,309.00	700.00				
623	22	0000	360	Return Pump Piping	M	Tublin Brothers	19,309.00	6,000.00		6,000.00	31%	13,309.00	700.00				
624	22	0000	360	Return Pump Piping	M	Tublin Brothers	19,309.00	6,000.00		6,000.00	31%	13,309.00	700.00				
625	22	0000	360	Return Pump Piping	M	Tublin Brothers	19,309.00	6,000.00		6,000.00	31%	13,309.00	700.00				
626	22	0000	360	Return Pump Piping	M	Tublin Brothers	19,309.00	6,000.00		6,000.00	31%	13,309.00	700.00				
627	22	0000	360	Return Pump Piping	M	Tublin Brothers	19,309.00	6,000.00		6,000.00	31%	13,309.00	700.00				
628	22	0000	360	Return Pump Piping	M	Tublin Brothers	19,309.00	6,000.00		6,000.00	31%	13,309.00	700.00				
629	22	0000	360	Return Pump Piping	M	Tublin Brothers	19,309.00	6,000.00		6,000.00	31%	13,309.00	700.00				
630	22	0000	360	Return Pump Piping	M	Tublin Brothers	19,309.00	6,000.00		6,000.00	31%	13,309.00	700.00				

CONTINUATION SHEET				Application No.	14	PER. TO:	July 31, 2022	0.00	
1	2	3	4	5	6	7	8	9	10
Spec	Build	Trade	WASTE	SUPPLIER	SCHEDULED	APPL. DATE	WORK COMPLETED	MATERIALS	TOTAL COMPLET
Set	NO.			SUBCONTRACTOR	VALUE	PERCENT	THIS PERIOD	STORIED	TO STORED
631	23	3100	390	HVAC Ducts and Casings	2,930.00			0.00	0%
632	23	3100	390	HVAC Ducts and Casings	3,180.00			0.00	0%
633	23	3200	390	Air Duct Accessories	195.00			0.00	0%
634	23	3200	390	Air Duct Accessories	170.00			0.00	0%
635	23	3123	390	HVAC Power Ventilators	4,095.00			0.00	0%
636	23	3123	390	HVAC Power Ventilators	685.00			0.00	0%
637	23	8101	390	Terminal Heat Transfer Units	17,060.00			1,645.00	27%
638	23	8101	390	Terminal Heat Transfer Units	755.00		377.50	377.50	50%
639	23	0523	390	Process Valves	1,621.04			0.00	0%
640	26	0600	390	Return Pump Station	12,550.00			0.00	0%
641	26	0600	390	Return Pump Station	28,525.00			0.00	0%
642	26	0600	390	Lighting	2,500.00			1,635.50	65%
643	26	0600	390	Lighting	600.00			0.00	0%
644	26	0600	390	Lighting Protection	5,560.00			0.00	0%
645	21	1000	390	Excavation	2,000.00			0.00	0%
646	21	1000	390	Excavation	13,000.00		2,000.00	2,000.00	15%
647	43	2130	390	Submersible Solids Handling Pump Equipment	27,240.00			27,240.00	100%
648	43	2130	390	Submersible Solids Handling Pump Equipment	2,300.00			0.00	0%
649 420 UV Disinfection Bldg									
650	03	0600	420	Rebar	34,415.00		30,307.05	2,758.92	96%
651	03	0600	420	Concrete	30,388.58			1,376.01	30,388.58
652	03	0600	420	Forming	2,637.55				2,637.55
653	03	0600	420	Wall	116,558.00				116,558.00
654	03	0600	420	Base Slab	22,820.00				22,820.00
655	03	0600	420	Slabs on Grade	19,499.00				19,499.00
656	03	0600	420	Unpaved dals	9,636.00				9,636.00
657	03	0600	420	Cement	15,915.50				15,915.50
658	03	4100	420	Structural Precast Concrete	19,215.00			19,215.00	100%
659	03	4100	420	Structural Precast Concrete	8,000.00			8,000.00	100%
660	04	2600	420	Masonry	62,000.00		24,800.00	24,800.00	40%
661	04	2600	420	Masonry	20,000.00		44,000.00	14,000.00	70%
662	05	5600	420	Metal Fabrication	89,810.11			10,744.56	79,065.55
663	05	5600	420	Metal Fabrication	23,083.00		7,617.39	7,617.39	33%
664	06	6000	420	Handrail Flame Liners	10,132.50			0.00	0%
665	06	6000	420	Handrail Flame Liners	9,000.00			0.00	0%
666	07	5400	420	Thermoplastic Membrane Roofing	1,400.00			0.00	0%
667	07	5400	420	Thermoplastic Membrane Roofing	1,200.00			0.00	0%
668	07	5200	420	Sheet Metal Flashing and Trim	1,600.00			0.00	0%
669	07	5200	420	Sheet Metal Flashing and Trim	1,100.00			0.00	0%
670	07	2500	420	Weather Barrier	2,512.00			0.00	0%
671	07	2500	420	Weather Barrier	2,122.00			0.00	0%
672	08	1116	420	Aluminum Doors and Frames	1,076.00			0.00	0%
673	08	1116	420	Aluminum Doors and Frames	2,440.00			0.00	0%
674	08	8600	420	Glazing	281.00			0.00	0%
675	08	8600	420	Glazing	220.00			0.00	0%
676	08	9000	420	Paints and Coatings	16,620.00			18,200.00	100%
677	22	0000	420	Influent & Effluent	6,200.00			1,500.00	100%
678	22	0000	420	Influent & Effluent	1,500.00			2,000.00	100%
679	22	0000	420	Underdrain Drains & Mud Valves	6,000.00			7,000.00	100%
680	22	0000	420	Underdrain Drains & Mud Valves	51,100.00			8,000.00	100%
681	22	0000	420	Plant Effluent Water Piping	31,100.00		821.00	34,000.00	63%
682	22	0000	420	Plant Effluent Water Piping					0%

CONTINUATION SHEET				Application No. 14		PER. TO: July 31, 2022		ENGINEER'S PROJECT NO. 0.00					
3	Spec	Build	Revised WWTF	SUPPLIER	SCHEDULED	APPL. DATE	July 31, 2022	WORK COMPLETED	MATERIALS	TOTAL COMPLET	%	BALANCE	RETAINAGE
4	Set	NO.		SUBCONTRACTOR	VALUE	PERCENT	THIS PERIOD	STORIED	TO STORED	Complete	TO FINISH		
683	22	0500	420	Basic Mechanical Requirements	2,750.00			0.00	0.00	0%	2,750.00	0.00	
684	22	0500	420	Basic Mechanical Requirements	5,010.00		700.00	700.00	700.00	14%	4,310.00	23.00	
685	22	0520	420	Hanger and Supports	1,520.00			0.00	0.00	0%	1,520.00	0.00	
686	22	0520	420	Hanger and Supports	1,700.00			700.00	700.00	41%	950.00	37.50	
687	22	0533	420	HD for Plumbing Pipe/Equipment	1,975.00			0.00	0.00	0%	1,975.00	0.00	
688	22	0533	420	HD for Plumbing Pipe/Equipment	1,900.00			0.00	0.00	0%	1,900.00	0.00	
689	22	0539	420	Plumbing Pipe Insulation	1,875.00			0.00	0.00	0%	1,875.00	0.00	
690	22	0539	420	Plumbing Pipe Insulation	1,625.00		1,100.00	400.00	1,000.00	55%	233.00	73.00	
691	22	1005	420	Plumbing Piping	7,200.00		6,000.00	6,000.00	6,000.00	83%	1,200.00	208.00	
692	22	1005	420	Plumbing Piping	6,250.00			5,743.52	5,743.52	92%	506.48	27.18	
693	22	1006	420	Plumbing Piping Specialties	7,800.00		2,400.00	2,400.00	2,400.00	31%	5,400.00	868.00	
694	22	1006	420	Plumbing Piping Specialties	6,350.00			0.00	0.00	0%	6,350.00	0.00	
695	22	1007	420	Plumbing Equipment	1,000.00			0.00	0.00	0%	1,000.00	0.00	
696	22	1007	420	Plumbing Equipment	1,000.00			0.00	0.00	0%	1,000.00	0.00	
697	22	0597	420	TAB for HVAC	2,625.00			0.00	0.00	0%	2,625.00	0.00	
698	22	0597	420	Sequence of Operations for HVAC	935.00			0.00	0.00	0%	935.00	0.00	
699	22	0597	420	Sequence of Operations for HVAC	800.00			0.00	0.00	0%	800.00	0.00	
700	22	2200	420	Refrigerant Piping	1,340.00			0.00	0.00	0%	1,340.00	0.00	
701	22	2200	420	Refrigerant Piping	1,010.00			0.00	0.00	0%	1,010.00	0.00	
702	22	3100	420	HVAC Ducts and Casings	2,935.00			0.00	0.00	0%	2,935.00	0.00	
703	22	3100	420	HVAC Ducts and Casings	1,100.00			0.00	0.00	0%	1,100.00	0.00	
704	22	3300	420	Air Duct Accessories	1,170.00		300.00	300.00	300.00	26%	870.00	12.50	
705	22	3300	420	Air Duct Accessories	1,170.00		350.00			30%	820.00	0.00	
706	22	3123	420	HVAC Power Ventilators	5,190.00			0.00	0.00	0%	5,190.00	0.00	
707	22	3123	420	HVAC Power Ventilators	1,230.00			0.00	0.00	0%	1,230.00	0.00	
708	22	3200	420	Air Outlets and Inlets	2,200.00		381.75	1,558.25	1,558.25	100%	0.00	117.00	
709	22	3200	420	Air Outlets and Inlets	600.00			600.00	600.00	100%	0.00	30.00	
710	22	6213	420	Packaged Air Cooled Condensers	7,670.00			0.00	0.00	0%	7,670.00	0.00	
711	22	6213	420	Packaged Air Cooled Condensers	510.00			0.00	0.00	0%	510.00	0.00	
712	22	8101	420	Terminal Heat Transfer Units	17,060.00			9,705.00	9,705.00	57%	7,355.00	84.80	
713	22	8101	420	Terminal Heat Transfer Units	1,600.00		1,010.00		1,010.00	63%	590.00	71.50	
714	22	8127	420	Split Systems AC Units	7,670.00			0.00	0.00	0%	7,670.00	0.00	
715	22	8127	420	Split Systems AC Units	310.00			0.00	0.00	0%	310.00	0.00	
716	22	8417	420	Dehumidifier	4,550.00			3,151.47	3,151.47	69%	1,418.53	136.57	
717	22	8417	420	Dehumidifier	255.00				0.00	0%	255.00	0.00	
718	22	0523	420	Process Valves	42,000.00			29,440.00	29,440.00	70%	12,560.00	1,472.00	
719	26	0600	420	UV Area	2,500.00		2,500.00	2,500.00	2,500.00	100%	0.00	125.00	
720	26	0600	420	UV Area	15,550.00		2,500.00		2,500.00	16%	13,050.00	1,725.00	
721	26	0600	420	Lighting	2,500.00			0.00	0.00	0%	2,500.00	0.00	
722	26	0600	420	Lighting	5,670.00			0.00	0.00	0%	5,670.00	0.00	
723	26	0600	420	Lighting Protection	5,670.00			0.00	0.00	0%	5,670.00	0.00	
724	31	1000	420	Excavation	5,000.00		5,000.00	5,000.00	5,000.00	100%	0.00	250.00	
725	31	1000	420	Excavation	25,000.00		25,000.00	25,000.00	25,000.00	100%	0.00	1,250.00	
726	43	2136	420	Vertical Turbine Pumps	21,140.00			0.00	0.00	0%	21,140.00	0.00	
727	43	2136	420	Vertical Turbine Pumps	16,500.00			0.00	0.00	0%	16,500.00	0.00	
728	43	2363	420	Ultra Violet Disinfection Equipment	185,700.00			0.00	0.00	0%	185,700.00	0.00	
729	43	2363	420	Ultra Violet Disinfection Equipment	6,500.00			0.00	0.00	0%	6,500.00	0.00	
730	43	2112	420	Hydrogen Peroxide Tank	12,645.00			0.00	0.00	0%	12,645.00	0.00	
731	43	4113	420	Hydrogen Peroxide Tank	2,360.00			0.00	0.00	0%	2,360.00	0.00	
732	46	6121	420	Composite Samples	1,900.00			6,738.92	6,738.92	95%	388.08	336.95	
733	60	0000	420	Aerobic Digester					0.00	0%	0.00	0.00	
734	61	0000	520	Rebar	399,225.00		283,716.92	34,508.08	17,469.39	334,632.99	84%	65,191.01	16,761.10

CONTINUATION SHEET				Application No.	14	PER. TO:	July 31, 2022	ENGINEER'S PROJECT NO.				0.00							
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Spec.	Build.	NO.	DESCRIPTION	SUPPLIER	QUANTITY	UNIT	VALUE	PREV. APPL.	THIS PERIOD	MATERIALS	TOTAL CUMUL.	%	BALANCE	TO FINISH	TO FINISH	TO FINISH	TO FINISH	TO FINISH	TO FINISH
735.03	0000	520	Concrete	Central Iowa Ready Mix	302.15	cu yd	179,174.91				179,174.91	100%	22,961.28	1,304.75					
736.03	0000	520	Walls	Williams Brothers Construction	578,743.36		578,743.36				578,743.36	100%	46,299.48	5,622.20					
737.03	0000	520	Base Slab	Williams Brothers Construction	1,007,796.30		1,007,796.30				1,007,796.30	100%	10,559.74	6,511.31					
738.03	0000	520	Metal Fabrication	Reiser Metal Craftsmen, Inc.	2,604.78		2,604.78				2,604.78	100%	0.00	0.00					
739.05	0000	520	Metal Fabrication	Williams Brothers Construction	1,042.00		1,042.00				1,042.00	100%	834.00	0.00					
740.09	0000	520	Paints and Coatings	RP Coatings	5,900.00		5,900.00				5,900.00	100%	5,900.00	1,000.00					
741.24	0000	520	Pressure Relief Valves	Tobin Brothers	68,000.00		68,000.00				68,000.00	100%	0.00	0.00					
742.22	0000	520	Pressure Relief Valves	Tobin Brothers	12,000.00		12,000.00				12,000.00	100%	0.00	0.00					
743.22	0000	520	WAS & S&W	Tobin Brothers	6,000.00		6,000.00				6,000.00	100%	0.00	0.00					
744.22	0000	520	WAS & S&W	Tobin Brothers	1,300.00		1,300.00				1,300.00	100%	0.00	0.00					
745.22	0000	520	Underdrain & Metal Valves	Tobin Brothers	3,300.00		3,300.00				3,300.00	100%	0.00	0.00					
746.22	0000	520	Underdrain & Metal Valves	Tobin Brothers	21,600.00		21,600.00				21,600.00	100%	0.00	0.00					
747.22	0000	520	MHI Blower Piping	Tobin Brothers	19,900.00		19,900.00				19,900.00	100%	0.00	0.00					
748.22	0000	520	MHI Blower Piping	Tobin Brothers	21,300.00		21,300.00				21,300.00	100%	0.00	0.00					
749.22	0000	520	Aerobic Blower Piping	Tobin Brothers	23,600.00		23,600.00				23,600.00	100%	0.00	0.00					
750.22	0000	520	Aerobic Blower Piping	Tobin Brothers	54,600.00		54,600.00				54,600.00	100%	0.00	0.00					
751.22	0523	520	Process Valves	Melton & Associates	33,239.64		33,239.64				33,239.64	100%	0.00	1,661.27					
752.26	0000	520	Aerobic Diaphragm Area	CEC Electric	122,325.00		122,325.00				122,325.00	100%	0.00	0.00					
753.26	0000	520	Aerobic Diaphragm Area	CEC Electric	77,900.00		77,900.00				77,900.00	100%	0.00	0.00					
754.26	0000	520	Lighting Protection	CEC Electric	6,341.90		6,341.90				6,341.90	100%	0.00	0.00					
755.21	0000	520	Elevation	Geo-Survey, Inc.	20,000.00		20,000.00				20,000.00	100%	0.00	0.00					
756.21	0000	520	Elevation	Geo-Survey, Inc.	120,000.00		120,000.00				120,000.00	100%	0.00	0.00					
757.46	7211	520	Slide AD System	Orion USA, LLC	1,500,327.00		1,500,327.00				1,500,327.00	100%	0.00	0.00					
758.46	7211	520	Slide AD System	Tobin Brothers	135,000.00		135,000.00				135,000.00	100%	0.00	0.00					
759.550	0000	520	Preassembly Bldg	American Steel Fabricators	83,045.00		83,045.00				83,045.00	100%	0.00	0.00					
760.03	0000	520	Concrete	Central Iowa Ready Mix	33,000.00		33,000.00				33,000.00	100%	0.00	0.00					
761.03	0000	520	Walls	Williams Brothers Construction	100,172.30		100,172.30				100,172.30	100%	0.00	0.00					
762.03	0000	520	Base Slab	Williams Brothers Construction	26,593.00		26,593.00				26,593.00	100%	0.00	0.00					
763.03	0000	520	SOG	Williams Brothers Construction	5,623.00		5,623.00				5,623.00	100%	0.00	0.00					
764.03	0000	520	Suspension Slab	Williams Brothers Construction	30,623.30		30,623.30				30,623.30	100%	0.00	0.00					
765.03	0000	520	Housekeeping pads	Williams Brothers Construction	2,820.00		2,820.00				2,820.00	100%	0.00	0.00					
766.03	0000	520	Columns	Williams Brothers Construction	1,765.00		1,765.00				1,765.00	100%	0.00	0.00					
767.03	0000	520	Structural Precast Concrete	Mid-State Concrete Industries	12,565.00		12,565.00				12,565.00	100%	0.00	0.00					
768.03	0000	520	Structural Precast Concrete	Williams Brothers Construction	4,000.00		4,000.00				4,000.00	100%	0.00	0.00					
769.04	2000	520	Masonry	Signature Masonry of Des Moines	32,000.00		32,000.00				32,000.00	100%	0.00	0.00					
770.04	2000	520	Masonry	Signature Masonry of Des Moines	32,000.00		32,000.00				32,000.00	100%	0.00	0.00					
771.04	2000	520	Masonry	Signature Masonry of Des Moines	32,000.00		32,000.00				32,000.00	100%	0.00	0.00					
772.05	0000	520	Metal Fabrication	Reiser Metal Craftsmen, Inc.	2,604.78		2,604.78				2,604.78	100%	0.00	0.00					
773.05	0000	520	Metal Fabrication	Williams Brothers Construction	1,300.00		1,300.00				1,300.00	100%	0.00	0.00					
774.05	0000	520	Metal Fabrication	Reiser Metal Craftsmen, Inc.	12,564.42		12,564.42				12,564.42	100%	0.00	0.00					
775.07	0000	520	Metal Slabs	Williams Brothers Construction	9,768.00		9,768.00				9,768.00	100%	0.00	0.00					
776.07	0000	520	Thermoplastic Membrane Roofing	Central States Roofing	1,500.00		1,500.00				1,500.00	100%	0.00	0.00					
777.07	0000	520	Thermoplastic Membrane Roofing	Central States Roofing	8,100.00		8,100.00				8,100.00	100%	0.00	0.00					
778.07	0000	520	Sheet Metal Flashing and Trim	Central States Roofing	1,600.00		1,600.00				1,600.00	100%	0.00	0.00					
779.07	0000	520	Sheet Metal Flashing and Trim	Central States Roofing	2,700.00		2,700.00				2,700.00	100%	0.00	0.00					
780.07	0000	520	Downspout Panel Waterproofing	Williams Brothers Construction	7,000.00		7,000.00				7,000.00	100%	0.00	0.00					
781.07	0000	520	Downspout Panel Waterproofing	Williams Brothers Construction	6,000.00		6,000.00				6,000.00	100%	0.00	0.00					
782.07	2000	520	Weather Barriers	Williams Brothers Construction	2,337.00		2,337.00				2,337.00	100%	0.00	0.00					
783.07	2000	520	Weather Barriers	Williams Brothers Construction	1,700.00		1,700.00				1,700.00	100%	0.00	0.00					
784.08	0000	520	Aluminum Doors and Frames	East Window Glass	16,349.00		16,349.00				16,349.00	100%	0.00	0.00					
785.08	0000	520	Aluminum Doors and Frames	East Window Glass	6,374.00		6,374.00				6,374.00	100%	0.00	0.00					
786.08	0000	520	Chasing	East Window Glass	431.00		431.00				431.00	100%	0.00	0.00					

CONTINUATION SHEET				Application No.	14	PER. TO:	July 31, 2022	ENGINEER'S PROJECT NO.				0.00							
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Spec.	Build.	NO.	DESCRIPTION	SUPPLIER	QUANTITY	UNIT	VALUE	PREV. APPL.	THIS PERIOD	MATERIALS	TOTAL CUMUL.	%	BALANCE	TO FINISH	TO FINISH	TO FINISH	TO FINISH	TO FINISH	TO FINISH
787.08	0000	520	Glazing	East Window Glass	367.00		367.00				367.00	100%	0.00	0.00					
788.09	0000	520	Paints and Coatings	RP Coatings	26,000.00		26,000.00				26,000.00	100%	0.00	0.00					
789.21	0000	520	WAS & Sewer	Tobin Brothers	99,000.00		99,000.00			3,131.59	7,571.59	17%	21,668.41	268.58					
790.21	0000	520	WAS & Sewer	Tobin Brothers	41,100.00		41,100.00				0.00	0%	41,100.00	0.00					
791.22	0000	520	Permeate	Tobin Brothers	15,300.00		15,300.00			3,000.00	1,000.00	20%	12,300.00	150.00					
792.22	0000	520	Permeate	Tobin Brothers	24,300.00		24,300.00			6,000.00	6,000.00	25%	18,500.00	190.00					
793.22	0000	520	Air Extraction & Cleaning	Tobin Brothers	3,700.00		3,700.00				0.00	0%	3,700.00	0.00					
794.22	0000	520	Air Extraction & Cleaning	Tobin Brothers	4,400.00		4,400.00				0.00	0%	4,400.00	0.00					
795.22	0000	520	Basic Mechanical Requirements	MI O'Connor Mechanical	2,750.00		2,750.00	300.00			2,044.00	11%	2,494.00	17.00					
796.22	0000	520	Basic Mechanical Requirements	MI O'Connor Mechanical	5,200.00		5,200.00	970.00			950.00	18%	4,250.00	47.00					
797.22	0529	520	Hangers and Supports	MI O'Connor Mechanical	1,143.00		1,143.00			600.00	600.00	52%	543.00	30.00					
798.22	0529	520	Hangers and Supports	MI O'Connor Mechanical	1,143.00		1,143.00				0.00	0%	1,143.00	0.00					
799.22	0551	520	ID for Plumbing Pipe/Equipment	MI O'Connor Mechanical	1,125.00		1,125.00				0.00	0%	1,125.00	0.00					
800.22	0551	520	ID for Plumbing Pipe/Equipment	MI O'Connor Mechanical	1,170.00		1,170.00				0.00	0%	1,170.00	0.00					
801.22	0719	520	Plumbing Fixture Installation	MI O'Connor Mechanical	1,890.00		1,890.00				0.00	0%	1,890.00	0.00					
802.22	0719	520	Plumbing Fixture Installation	MI O'Connor Mechanical	1,690.00		1,690.00				0.00	0%	1,690.00	0.00					
803.22	1005	520	Plumbing Piping	MI O'Connor Mechanical	530.00		530.00			630.00	530.00	28%	189.00	12.50					
804.22	1005	520	Plumbing Piping	MI O'Connor Mechanical	4,120.00		4,120.00	250.00			230.00	6%	3,870.00	15.50					
805.22	1005	520	Plumbing Piping Specialties	MI O'Connor Mechanical	6,930.00		6,930.00			3,871.74	3,871.74	56%	3,058.26	191.50					
806.22	1006	520	Plumbing Piping Specialties	MI O'Connor Mechanical	2,643.00		2,643.00				0.00	0%	2,643.00	0.00					
807.22	1000	520	Plumbing Equipment	MI O'Connor Mechanical	1,100.00		1,100.00				0.00	0%	1,100.00	0.00					
808.22	1000	520	Plumbing Equipment	MI O'Connor Mechanical	299.00		299.00				0.00	0%	299.00	0.00					
809.22	0091	520	TAB for HVAC	MI O'Connor Mechanical	2,915.00		2,915.00				0.00	0%	2,915.00	0.00					
810.22	0715	520	Duct Insulation	MI O'Connor Mechanical	700.00		700.00				0.00	0%	700.00	0.00					
811.22	0715	520	Duct Insulation	MI O'Connor Mechanical	1,141.00		1,141.00				0.00	0%	1,141.00	0.00					
812.22	0991	520	Sequence of Operation for HVAC	MI O'Connor Mechanical	840.00		840.00				0.00	0%	840.00	0.00					
813.22	0991	520	Sequence of Operation for HVAC	MI O'Connor Mechanical	2,715.00		2,715.00				0.00	0%	2,715.00	0.00					
814.22	1221	520	Facility Natural Gas Piping	MI O'Connor Mechanical	1,765.00		1,765.00				0.00	0%	1,765.00	0.00					
815.22	1221	520	Facility Natural Gas Piping	MI O'Connor Mechanical	1,140.00		1,140.00				0.00	0%	1,140.00	0.00					
816.22	2200	520	Refrigerant Piping	MI O'Connor Mechanical	1,030.00		1,030.00				0.00	0%	1,030.00	0.00					
817.22	2200	520	Refrigerant Piping	MI O'Connor Mechanical	3,363.00		3,363.00				0.00	0%	3,363.00	0.00					
818.22	3100	520	HVAC Ducts and Fittings	MI O'Connor Mechanical	6,300.00		6,300.00				0.00	0%	6,300.00	0.00					
819.22	3100	520	HVAC Ducts and Fittings	MI O'Connor Mechanical	1,290.00		1,290.00				0.00	0%	1,290.00	0.00					
820.22	3300	520	Air Duct Accessories	MI O'Connor Mechanical	1,240.00		1,240.00				0.00	0%	1,240.00	0.00					
821.22	3300	520	Air Duct Accessories	MI O'Connor Mechanical	8,197.00		8,197.00				0.00	0%	8,197.00	0.00					
822.22	3423	520	HVAC Power Ventilators	MI O'Connor Mechanical	1,670.00		1,670.00			1,170.00	1,170.00	100%	0.00	0.00	34.50				
823.22	3423	520	HVAC Power Ventilators	MI O'Connor Mechanical	605.00		605.00				0.00	0%	605.00	0.00					
824.22	3700	520	Air Outlets and Inlets	MI O'Connor Mechanical	7,670.00		7,670.00				0.00	0%	7,670.00	0.00					
825.22	3700	520	Air Outlets and Inlets	MI O'Connor Mechanical	510.00		510.00				0.00	0%	510.00	0.00					
826.22	3823	520	Packaged Air Cooled Condensers	MI O'Connor Mechanical	2,670.00		2,670.00				0.00	0%	2,670.00	0.00					
827.22	3823	520	Packaged Air Cooled Condensers	MI O'Connor Mechanical	510.00		510.00				0.00	0%	510.00	0.00					
828.22	3823	520	Packaged Make Up Air Units	MI O'Connor Mechanical	16,640.00		16,640.00			21,176.00	20,126.00	77%	8,514.00	1,148.00					
829.22	3823	520	Packaged Make Up Air Units	MI O'Connor Mechanical	1,660.00		1,660.00	830.00			830.00	50%	830.00	0.00					
830.22	8101	520	Terminal Unit Transfer Units	MI O'Connor Mechanical	11,175.00		11,175.00			0.790.00	4,276.00	47%	6,909.00	948.00					
831.22	8101	520	Terminal Unit Transfer Units	MI O'Connor Mechanical	501.00		501.00	357.50			143.50	29%	357.50	0.00					
832.22	8127	520	Split Systems AC Units	MI O'Connor Mechanical	7,620.00		7,620.00				0.00	0%	7,620.00	0.00					
833.22	8127	520	Split Systems AC Units	MI O'Connor Mechanical	335.00		335.00				0.00	0%	335.00	0.00					
834.26	0000	520	Salinity Pre-treatment Building	CEC Electric	24,200.00		24,200.00				0.00	0%	24,200.00	0.00					
835.26	0000	520	Salinity Pre-treatment Building	CEC Electric	20,100.00		20,100.00			14,981.99	14,981.99	74%	5,118.01	249.50					
836.26	0000	520	Lighting	CEC Electric	3,755.00		3,755.00				0.00	0%	3,755.00	0.00					
837.26	0000	520	Lighting	CEC Electric	5,560.00		5,560.00				0.00	0%	5,560.00	0.00					

1	CONTINUATION SHEET				Application No. 14				PER TO: July 31, 2012				
2					APPL. DATE July 31, 2012				ENGINEER'S PROJECT NO. 000				
3	Spec.	Build.	Nevada W.W.T.		STOP/BLK.	SCHEDULED	WORK COMPLETED		MATERIALS	TOTAL COMPLE	%	BALANCE	REMARKS
4	Sec.	NO.			SUBCONTRACTOR	VALUE	PREV APPL.	THIS PERIOD	STORED	+ STORED	Complete	TO FINISH	
943	40	1121	550	M	Los Mixing Equipment					0.00	0%	208,830.00	0.00
944	46	4121	285	L	Hayward Garden	208,830.00				0.00	0%	2,500.00	0.00
945					Tubin Roofing	3,900.00							
946													
947								0.00					
948													
949					TO: TOTAL CONTRACT	35,850,000.00	10,020,523.39	1,125,742.97	2,406,568.73	13,552,835.09	35.00	22,297,164.92	67.641,75

CONTINUATION SHEET			Application No. 14		PER TO: July 31, 2022						
			APPL. DATE July 31, 2022		ENGINEER'S PROJECT NO. 000						
Spr No.	Item NO.	Service WWT	SUPPLIER SUBTRACTOR FOR	SCHEDULED VALUE	TOTAL WORK COMPLETED PREV APPL.	(THIS PERIOD)	MATERIALS STORED	% T.O.TAL WORK & STORED	% Complete	BALANCE TO FINISH	RETAINAGE
949	CHANGE ORDERS							0.00			
950	CO-1		COR-01	2,118.27				0%		2,118.27	0.00
951	CO-1		COR-02	2,201.00			0.00	0%		2,201.00	0.00
952	CO-1		COR-03	1,930.00	1,430.00		3,400.00	4,350.00	100%	0.00	242.50
953	CO-1		COR-04	\$44.00				0.00	0%	\$44.00	0.00
954	CO-2		COR-04US	88,694.00	66,520.50	6,208.58		72,729.08	87%	15,964.92	1,616.43
955	CO-2		COR-06	10,727.00	8,045.25	2,681.75		10,727.00	100%	0.00	516.35
956	CO-2		COR-10R	18,133.00	18,133.00			18,133.00	100%	0.00	906.15
957	CO-2		RFP-01	(29,779.00)	(29,779.00)			(29,779.00)	0%	(29,779.00)	(1,488.95)
961											
962			TOTAL CHANGE ORDERS	97,778.27	64,359.75	8,890.33	3,400.00	76,650.08		21,170.19	3,832.30
963											
964			TOTAL REVISED CONTRACT AMT	35,947,778.27	10,084,883.14	1,134,633.30	2,409,968.73	13,629,485.17	26%	22,318,293.11	681,474.26

PARTIAL WAIVER OF LIEN

Application No. 14

STATE OF ILLINOIS)

PEORIA COUNTY) ss.

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

Sited on Lot:

62512 270th Street
Nevada, IA 50201

in the city of Nevada, County of Story and State of Iowa.

NOW, THEREFORE, KNOW YE That the undersigned, for and in consideration of One Million Two Hundred Forty Two Thousand Nine Hundred Sixty Two and 03/100 \$1,242,962.03 Dollars, 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 Iowa 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

By:

Jacqueline Smith, Treasurer

Notary Public:

"OFFICIAL SEAL"
JACOB K. LEE
Notary Public, State of Illinois
My Commission Expires 06-16-2025

Hi Line Supply Company Ltd

INVOICE

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

Page 1/1

Sold To

TOBIN BROTHERS, INC.
2010 NE PERRY AVE
PEORIA IL 61603

Ship To

TOBIN BROTHERS, INC.
2010 NE PERRY AVE
PEORIA IL 61603

Customer #	Order Date	Our Order #	Reference	Customer PO #	Ship Via	Ship
TOBIN00	06/21/2022	893946		2958-06	HSE	
Invoice #	Inv Date	Ship Date	Freight Terms	Job Number	Terms	
893946	06/21/2022	06/21/22	PREPAID & ADD	NEVADA WWTF	NET 25th	

LN	QTY	UNIT	QTY	UNIT	QTY	UNIT	PRODUCT	DESCRIPTION	UOM	NET PRICE	EXTENSION
							SP	30" PLG BELL TAPERS FOR S	EA	3535.0000	\$3535.00
#10											

ALL CLAIMS FOR SHORTAGES OR ERRORS MUST BE MADE ON RECEIPT OF GOODS. NO MERCHANDISE RETURNABLE WITHIN 30 DAYS OF OUR CONSENT.										Merchandise	3,528.00
Terms & Conditions										Freight	0.00
ALL RETURNS SUBJECT TO 25% RESTOCK FEE										Misc Charge	0.00
PAST DUE INVOICES SUBJECT TO 1-1/2% INTEREST CHARGE										Sub Total	3528.00
										Taxable	0.00
										Tax (00)	0.00
										TOTAL	\$3,528.00

Customer Copy

Pay By 07/25/2022

Writer BF

Hi Line Supply Company Ltd

INVOICE

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

Page 1/1

Sold To

TOBIN BROTHERS, INC.
2010 NE PERRY AVE
PEORIA IL 61603

Ship To

TOBIN BROTHERS, INC.
NEVADA WWTF
62512 270TH ST
NEVADA IA 50201

Customer #	Order Date	Our Order #	Reference	Customer PO #	Ship Via	Ship
TOBIN00	05/18/2022	892007		2958-03	HSE	
Invoice #	Inv Date	Ship Date	Freight Terms	Job Number	Terms	
892007	05/18/2022	05/18/22	PREPAID & ADD		NET 25th	

LN	QTY	UNIT	QTY	UNIT	QTY	UNIT	PRODUCT	DESCRIPTION	UOM	NET PRICE	EXTENSION
1	1						SP	4" PLG TES	EA	179.0000	\$179.00
#12											

ALL CLAIMS FOR SHORTAGES OR ERRORS MUST BE MADE ON RECEIPT OF GOODS. NO MERCHANDISE RETURNABLE WITHIN 30 DAYS OF OUR CONSENT.										Merchandise	179.00
Terms & Conditions										Freight	0.00
ALL RETURNS SUBJECT TO 25% RESTOCK FEE										Misc Charge	0.00
PAST DUE INVOICES SUBJECT TO 1-1/2% INTEREST CHARGE										Sub Total	179.00
										Taxable	0.00
										Tax (00)	0.00
										TOTAL	\$179.00

Customer Copy

Pay By 06/25/2022

Writer BF

Hi Line Supply Company Ltd

INVOICE

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

Page 1/1

Sold To

TOBIN BROTHERS, INC.
2010 NE PERRY AVE
PEORIA IL 61603

Ship To

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

Customer #	Order Date	Our Order #	Reference	Customer PO #	Ship Via	Ship
TOBIN00	05/11/2022	891494		2958-03	HSE	
Invoice #	Inv Date	Ship Date	Freight Terms	Job Number	Terms	
891494	05/11/2022	05/11/22	PREPAID & ADD		NET 25th	

LN	QTY	UNIT	QTY	UNIT	QTY	UNIT	PRODUCT	DESCRIPTION	UOM	NET PRICE	EXTENSION
1	2						SP	4" PLG 90	EA	124.0000	\$248.00
#12											

ALL CLAIMS FOR SHORTAGES OR ERRORS MUST BE MADE ON RECEIPT OF GOODS. NO MERCHANDISE RETURNABLE WITHIN 30 DAYS OF OUR CONSENT.										Merchandise	248.00
Terms & Conditions										Freight	0.00
ALL RETURNS SUBJECT TO 25% RESTOCK FEE										Misc Charge	0.00
PAST DUE INVOICES SUBJECT TO 1-1/2% INTEREST CHARGE										Sub Total	248.00
										Taxable	0.00
										Tax (00)	0.00
										TOTAL	\$248.00

Customer Copy

Pay By 06/25/2022

Writer BF

Hi Line Supply Company Ltd

405 E. Lake St. Peoria, IL 61614
Phone: 309-685-5986 Fax: 309-685-9201

INVOICE

Page 1/1

Sold To
TOBIN BROTHERS, INC
2010 NE PERRY AVE
PEORIA IL 61603

Ship To
TOBIN BROTHERS, INC
2010 NE PERRY AVE
PEORIA IL 61603

Customer #	Order Date	Order #	Reference	Customer PO #	Ship Via	Ship
894250	06/24/2022	894250		MT-2958-13		HSE
Invoice #	Inv Date	Ship Date	Freight Terms	Job Number	Terms	
894250	06/25/2022	06/25/22	PREPAID ADD	NEVADA WHTP	NET 25th	

LN	QTY	UNIT	PRODUCT	DESCRIPTION	UOM	NET PRICE	EXTENSION
1	400	400	SP	1-1/8"X25"3015 DOM.HVY PT	EA	13.5600	5424.00
2	300	300	SP	1"X4-1/2"3015 DOM.HVY Z1	EA	8.9400	2682.00
3	350	350	SP	1/8"X4-1/2"3015 DOM.HVY Z1HC	EA	8.9400	3119.00
4	1000	1000	SP	2/4"X3-1/2"3015 DOM.HVY Z1	EA	7.5600	7560.00
5	750	750	SP	5/8"X3-1/2"3015 DOM.HVY Z1HC	EA	6.3200	4740.00
6	75	75	SP	5/8"X2-1/2"3015 DOM.HVY Z1	EA	4.8000	360.00
7	400	400	SP	1-1/8"X15/16"3015 DOM.HVY Z1HC	EA	4.3500	1740.00
8	300	300	SP	1"X4-1/2"3015 DOM.HVY Z1HC	EA	2.2000	660.00
9	325	325	SP	1/8"X4-1/2"3015 DOM.HVY Z1HC	EA	2.0000	650.00
10	1400	1400	SP	3/4"X4-1/2"3015 DOM.HVY Z1HC	EA	1.6000	2240.00
11	1100	1100	SP	5/8"X4-1/2"3015 DOM.HVY Z1HC	EA	1.6000	1760.00
12	20	20	SP	1-1/8"X4-1/2"3015 DOM.HVY Z1	EA	64.4700	1289.40
13	96	96	SP	1"X4-1/2"3015 DOM.HVY Z1	EA	25.2000	2419.20
14	132	132	SP	3/4"X4-1/2"3015 DOM.HVY Z1HC	EA	22.3500	2949.00
15	315	315	SP	1/8"X4-1/2"3015 DOM.HVY Z1HC	EA	8.8000	2784.00
16	32	32	SP	5/8"X2-1/2"3015 DOM.HVY Z1	EA	11.5500	369.60
17	20	20	SP	1-1/8"X15/16"3015 DOM.HVY Z1HC	EA	21.5600	431.20
18	96	96	SP	1"X3/8"3015 DOM.HVY Z1HC	EA	17.4200	1672.32
19	132	132	SP	3/4"X3/8"3015 DOM.HVY Z1HC	EA	16.5000	2178.00
20	245	245	SP	5/8"X3/8"3015 DOM.HVY Z1HC	EA	7.3100	1787.95

ALL EXCEPT FOR SHORTAGES OR ERRORS MUST BE MADE ON
RECEIPT OF GOODS. NO MERCHANDISE RETURNABLE WITH
OUT OUR CONSENT.

ALL RETURNS SUBJECT TO 25% RESTOCK FEE.

PRINT ONE INVOICES SUBJECT TO 1-1/2% INTEREST
CHARGE.

Merchandise 43,933.11
Freight 848.48
Disc Charge 0.00
Sub Total 44781.59
Taxable 0.00
Tax (00) 0.00
TOTAL \$44,781.59

Customer Copy Pay By 07/25/2022 Writer DR



Shelton Construction Group
1402 - 43RD STREET
DES MOINES IA 50311

INVOICE

Customer #	Invoice #	Bill Date	Due Date
894250	894250	06/25/22	07/25/22
Amount Due	Amount Paid		

Shelton Co.
TCC Materials
P.O. Box 9916
Des Moines IA 50319-0916
(515) 281-9116

TO VIEW OR PAY YOUR BILLS ONLINE GO TO:	USE THIS ENROLLMENT TOKEN
http://www.tccmaterials.com	0000000000000000

Order	Terms	Project	Delivered To	PO Number			
894250	NET 25 DAYS	131511 (Project Name)	62512 2100 Street Des Moines, IA				
Ship Date	Plan	Item	Description	Quantity	UOM	Price	Ext Price
06/25/2022	131511	131511	131511 (Project Name)	1.00	EA	131511	131511
		131511	131511 (Project Name)	1.00	EA	131511	131511
		131511	131511 (Project Name)	1.00	EA	131511	131511
		131511	131511 (Project Name)	1.00	EA	131511	131511
		131511	131511 (Project Name)	1.00	EA	131511	131511
		131511	131511 (Project Name)	1.00	EA	131511	131511
		131511	131511 (Project Name)	1.00	EA	131511	131511
		131511	131511 (Project Name)	1.00	EA	131511	131511
		131511	131511 (Project Name)	1.00	EA	131511	131511

Subtotal 131511.00
Tax 131511.00
Total 263022.00

Page 1 of 1



Shelton Construction Group
1402 - 43RD STREET
DES MOINES IA 50311

INVOICE

Customer #	Invoice #	Bill Date	Due Date
894250	894250	06/25/22	07/25/22
Amount Due	Amount Paid		

Shelton Co.
TCC Materials
P.O. Box 9916
Des Moines IA 50319-0916
(515) 281-9116

TO VIEW OR PAY YOUR BILLS ONLINE GO TO:	USE THIS ENROLLMENT TOKEN
http://www.tccmaterials.com	0000000000000000

Order	Terms	Project	Delivered To	PO Number			
894250	NET 25 DAYS	131511 (Project Name)	62512 2100 Street Des Moines, IA				
Ship Date	Plan	Item	Description	Quantity	UOM	Price	Ext Price
06/25/2022	131511	131511	131511 (Project Name)	1.00	EA	131511	131511
		131511	131511 (Project Name)	1.00	EA	131511	131511
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		131511	131511 (Project Name)	1.00	EA	131511	131511
		131511	131511 (Project Name)	1.00	EA	131511	131511
		131511	131511 (Project Name)	1.00	EA	131511	131511
		131511	131511 (Project Name)	1.00	EA	131511	131511
		131511	131511 (Project Name)	1.00	EA	131511	131511
		131511	131511 (Project Name)	1.00	EA	131511	131511
		131511	131511 (Project Name)	1.00	EA	131511	131511
		131511	131511 (Project Name)	1.00	EA	131511	131511
		131511	131511 (Project Name)	1.00	EA	131511	131511
		131511	131511 (Project Name)	1.00	EA	131511	131511
		131511	131511 (Project Name)	1.00	EA	131511	131511
		131511	131511 (Project Name)	1.00	EA	131511	131511
		131511	131511 (Project Name)	1.00	EA	131511	131511
		131511	131511 (Project Name)	1.00	EA	131511	131511
		131511	131511 (Project Name)	1.00	EA	131511	131511
		131511	131511 (Project Name)	1.00	EA	131511	131511
		131511	131511 (Project Name)	1.00	EA	131511	131511
		131511	131511 (Project Name)	1.00	EA	131511	131511
		131511	131511 (Project Name)	1.00	EA	131511	131511
		131511	131511 (Project Name)	1.00	EA	131511	131511
		131511	131511 (Project Name)	1.00	EA	131511	131511
		131511	131511 (Project Name)	1.00	EA	131511	131511
		131511	131511 (Project Name)	1.00	EA	131511	131511
		131511	131511 (Project Name)	1.00	EA	131511	131511

Subtotal 131511.00
Tax 131511.00
Total 263022.00

Page 1 of 1



Shelton Construction Group
1402 - 43RD STREET
DES MOINES IA 50311

INVOICE

Customer #	Invoice #	Bill Date	Due Date
894250	894250	06/25/22	07/25/22
Amount Due	Amount Paid		

Shelton Co.
TCC Materials
P.O. Box 9916
Des Moines IA 50319-0916
(515) 281-9116

TO VIEW OR PAY YOUR BILLS ONLINE GO TO:	USE THIS ENROLLMENT TOKEN
http://www.tccmaterials.com	0000000000000000

Order	Terms	Project	Delivered To	PO Number			
300001	NET 30 DAYS	1000 (Project Name)	12345 6789 Street Atlanta, GA				
Ship Date	Plan	Item	Description	Quantity	UOM	Price	Ext Price
06/25/2022	100001	100001	100001 (Project Name)	1.00	EA	100001	100001
		100002	100002 (Project Name)	1.00	EA	100002	100002
		100003	100003 (Project Name)	1.00	EA	100003	100003
		100004	100004 (Project Name)	1.00	EA	100004	100004
		100005	100005 (Project Name)	1.00	EA	100005	100005
06/25/2022	100006	100006 (Project Name)	1.00	EA	100006	100006	
06/25/2022	100007	100007 (Project Name)	1.00	EA	100007	100007	
06/25/2022	100008	100008 (Project Name)	1.00	EA	100008	100008	
06/25/2022	100009	100009 (Project Name)	1.00	EA	100009	100009	
06/25/2022	100010	100010 (Project Name)	1.00	EA	100010	100010	

Subtotal 131511.00
Tax 131511.00
Total 263022.00

Page 1 of 1



Midland Concrete Products, LLC
Arkansas Resources
PO Box 1387
Cedar Rapids, IA 52405-1387

Phone: 319-362-7872

INVOICE

Invoice No.: MCR0308059
Date: 06-Jun-2022
Due Date: 31-Jul-2022
Customer ID: 103315
Employee: Sanku, Richard

Signature Authority of Des Moines, LLC 1442 43rd Street Des Moines IA 50311	Signature Authority of Des Moines, LLC Attn: 319-362-7872 1442 43rd Street Des Moines IA 50311
---	---

Customer Ref. Number	Product Name	Quantity	Unit Price	Line Total	Customer Ref. Number
103315	MC-104 F302	1	172.72	172.72	103315

1	1030000000 EXERCISE PLANT	975.70	EA	1.5500	TX	1,511.95
2	1030000000 EXERCISE PLANT	75.00	EA	2.3000	TX	172.50
3	1030000000 EXERCISE PLANT	14.00	EA	25.0000	EX	350.00
4	1030000000 EXERCISE PLANT	1,200.00	EA	1.5500	TX	1,860.00
5	1030000000 EXERCISE PLANT	16.00	EA	25.0000	EX	400.00
6	1030000000 EXERCISE PLANT	1,200.00	EA	1.5500	TX	1,860.00
7	2010000000 EXERCISE PLANT	2,000.00	LFT	0.6400	TX	1,280.00
8	2010000000 EXERCISE PLANT	2,000.00	EA	0.7000	TX	1,400.00
9	1030000000 EXERCISE PLANT	16.00	EA	25.0000	EX	400.00

Payment Details	Customer Signature	Sub Total	8,771.50
Tax Total		Tax Total	0.00
Total		Total	8,771.50



Midland Concrete Products, LLC
Arkansas Resources
PO Box 1387
Cedar Rapids, IA 52405-1387

Phone: 319-362-7872

INVOICE

Invoice No.: MCR0308059
Date: 06-Jun-2022
Due Date: 31-Jul-2022
Customer ID: 103315
Employee: Sanku, Richard

Signature Authority of Des Moines, LLC 1442 43rd Street Des Moines IA 50311	Signature Authority of Des Moines, LLC Attn: 319-362-7872 1442 43rd Street Des Moines IA 50311
---	---

Customer Ref. Number	Product Name	Quantity	Unit Price	Line Total	Customer Ref. Number
103315	MC-104 F302	1	172.72	172.72	103315

1	1030000000 EXERCISE PLANT	300.00	EA	2.0000	TX	600.00
2	1030000000 EXERCISE PLANT	100.00	EA	1.8142	TX	181.42
3	1030000000 EXERCISE PLANT	300.00	EA	1.8142	TX	544.26
4	1030000000 EXERCISE PLANT	100.00	EA	1.8142	TX	181.42
5	1030000000 EXERCISE PLANT	12.00	EA	25.0000	EX	300.00

Payment Details	Customer Signature	Sub Total	2,272.51
Tax Total		Tax Total	0.00
Total		Total	2,272.51



Midland Concrete Products, LLC
Arkansas Resources
PO Box 1387
Cedar Rapids, IA 52405-1387

Phone: 319-362-7872

INVOICE

Invoice No.: MCR0301070
Date: 06-Jun-2022
Due Date: 31-Jul-2022
Customer ID: 103315
Employee: Sanku, Richard

Signature Authority of Des Moines, LLC 1442 43rd Street Des Moines IA 50311	Signature Authority of Des Moines, LLC Attn: 319-362-7872 1442 43rd Street Des Moines IA 50311
---	---

Customer Ref. Number	Product Name	Quantity	Unit Price	Line Total	Customer Ref. Number
103315	MC-104 F302	1	172.72	172.72	103315

1	1030000000 EXERCISE PLANT	1,500.00	EA	1.5500	TX	2,325.00
2	1030000000 EXERCISE PLANT	14.00	EA	25.0000	EX	350.00

Payment Details	Customer Signature	Sub Total	8,771.50
Tax Total		Tax Total	0.00
Total		Total	8,771.50



Midland Concrete Products, LLC
Arkansas Resources
PO Box 1387
Cedar Rapids, IA 52405-1387

Phone: 319-362-7872

INVOICE

Invoice No.: MCR0301133
Date: 06-Jun-2022
Due Date: 31-Jul-2022
Customer ID: 103315
Employee: Sanku, Richard

Signature Authority of Des Moines, LLC 1442 43rd Street Des Moines IA 50311	Signature Authority of Des Moines, LLC Attn: 319-362-7872 1442 43rd Street Des Moines IA 50311
---	---

Customer Ref. Number	Product Name	Quantity	Unit Price	Line Total	Customer Ref. Number
103315	MC-104 F302	1	172.72	172.72	103315

1	1030000000 EXERCISE PLANT	825.00	EA	1.5500	TX	1,278.75
2	1030000000 EXERCISE PLANT	200.00	EA	1.8142	TX	362.84
3	1030000000 EXERCISE PLANT	10.00	EA	25.0000	EX	250.00
4	1030000000 EXERCISE PLANT	1,600.00	EA	1.5500	TX	2,480.00
5	1030000000 EXERCISE PLANT	14.00	EA	25.0000	EX	350.00

Payment Details	Customer Signature	Sub Total	2,441.59
Tax Total		Tax Total	0.00
Total		Total	2,441.59



Midland Concrete Products, LLC
Accounts Receivable
PO Box 1387
Carroll, IA 51401-1387

Phone: 319-362-7872



Invoice No.: MCPS000032
Date: 24-Jun-2022
Due Date: 31-Jul-2022
Customer ID: 1103315
Employee: Sanket, Richard

ITEM #	ITEM DESCRIPTION	QTY	UNIT	PRICE	TAX	TOTAL
1	1000000000 4"X8"X16" CONCRETE	500.00	EA	1.2900	TX	768.00
2	1000000000 8"X8"X16" CONCRETE	500.00	EA	1.3900	TX	1095.00
3	1000000000 12"X8"X16" CONCRETE	75.00	EA	2.3000	TX	172.50
4	1000000000 16"X8"X16" CONCRETE	400.00	EA	1.8100	TX	724.00
5	PALETTE Pallet Depot	17.00	EA	25.0000	EX	425.00
6	1000000000 8"X8"X16" CONCRETE	150.00	EA	1.3900	TX	208.50
7	1000000000 8"X8"X16" CONCRETE	150.00	EA	1.3900	TX	208.50
8	1000000000 8"X8"X16" CONCRETE	150.00	EA	1.3900	TX	208.50
9	1000000000 8"X8"X16" CONCRETE	150.00	EA	1.3900	TX	208.50
10	PALETTE Pallet Depot	16.00	EA	25.0000	EX	400.00

Payment Details	Customer Signature	Sales Tax
Payment Method: <input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> Credit Card		2,673.16
Payment Date: 06/28/22		0.00
Payment Amount: 2,673.16		0.00
Payment Total: 2,673.16		0.00
Payment Balance: 2,673.16		0.00



Midland Concrete Products, LLC
Accounts Receivable
PO Box 1387
Carroll, IA 51401-1387

Phone: 319-362-7872



Invoice No.: MCPS000032
Date: 27-Jun-2022
Due Date: 31-Jul-2022
Customer ID: 1103315
Employee: Sanket, Richard

ITEM #	ITEM DESCRIPTION	QTY	UNIT	PRICE	TAX	TOTAL
1	1000000000 8"X8"X16" CONCRETE	150.00	EA	1.3700	TX	205.50
2	1000000000 8"X8"X16" CONCRETE	150.00	EA	2.0000	TX	300.00
3	1000000000 8"X8"X16" CONCRETE	750.00	EA	1.5000	TX	1,125.00
4	2540022000 8" STD HGT DRILL BIT 1/2" LTRNCE	2,000.00	L-T	0.2400	TX	480.00
5	PALETTE Pallet Depot	11.00	EA	25.0000	EX	275.00

Payment Details	Customer Signature	Sales Tax
Payment Method: <input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> Credit Card		2,673.16
Payment Date: 06/28/22		0.00
Payment Amount: 2,673.16		0.00
Payment Total: 2,673.16		0.00
Payment Balance: 2,673.16		0.00



VAN METER INC.
2200 N US Highway 71
CARROLL, IA 51401-1337
712-792-6432 Fax: 712-792-1437

www.vanmeterinc.com

BILL TO:

CEC ELECTRIC
3 NW 4TH STREET
FORT DODGE, IA 50501

INVOICE

INVOICE DATE	OUR INVOICE NUMBER
06/28/22	5011491956.010
Bill To	Ship To
64802 103390 S	10
PLEASE REMIT PAYMENT TO:	OUR DATE
VAN METER INC. ACCOUNTS RECEIVABLE PO Box 10177 KANSAS CITY, MO 64108-0177	07/27/22
TO ORDER AND BILL TO: TOLL FREE: 1-800-828-8888	INVOICEMENT TOLSON
www.vanmeterinc.com	SPT WSP QTD

SHIP TO:

CEC ELECTRIC - NEVADA WWTP
67512 270711 ST
NEVADA, IA 50201



VAN METER INC.
2200 N US Highway 71
CARROLL, IA 51401-1337
712-792-6432 Fax: 712-792-1437

www.vanmeterinc.com

BILL TO:

CEC ELECTRIC
3 NW 4TH STREET
FORT DODGE, IA 50501

INVOICE

INVOICE DATE	OUR INVOICE NUMBER
06/27/22	5011491956.010
Bill To	Ship To
64802 103390 S	10
PLEASE REMIT PAYMENT TO:	OUR DATE
VAN METER INC. ACCOUNTS RECEIVABLE PO Box 10177 KANSAS CITY, MO 64108-0177	07/27/22
TO ORDER AND BILL TO: TOLL FREE: 1-800-828-8888	INVOICEMENT TOLSON
www.vanmeterinc.com	SPT WSP QTD

SHIP TO:

CEC ELECTRIC - NEVADA WWTP
67512 270711 ST
NEVADA, IA 50201

YOUR PO/ORDER #	ORDERED BY	JOB/RELEASE #	YOUR ACCOUNT MANAGER
Nevada WWTP - Gear	Kevin Walsh	1	Kevin Walsh SC 4159
ORDER WRITER	SHIP VIA	TERMS	ORDER DATE
Myra Mitchell DAV	BW BEST WAY	NET 30 DAYS	03/19/21
SHIP DATE	EXTENSION	UNIT PRICE/AM	EXTENSION
06/28/22			
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE/AM
1	1	LOT: EATON CO 1 - TYPE 026: DH362URK	233.030E
			233.03

Please note! Information Update!

Please send your remittance to ACHRemittance@vanmeterinc.com

Questions about your invoice, statement or account?
Please email ar@vanmeterinc.com

Invoice is due by 07/28/22.

Invoice Questions?
Call Myra Mitchell at
712-792-6432

Subtotal	\$233.03
Shipping & Handling	
Sales Tax	\$0.00
Amount Due	\$233.03

YOUR PO/ORDER #	ORDERED BY	JOB/RELEASE #	YOUR ACCOUNT MANAGER
Nevada WWTP - Gear	Kevin Walsh	1	Kevin Walsh SC 4159
ORDER WRITER	SHIP VIA	TERMS	ORDER DATE
Myra Mitchell DAV	BW BEST WAY	NET 30 DAYS	03/19/21
SHIP DATE	EXTENSION	UNIT PRICE/AM	EXTENSION
06/27/22			
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE/AM
1	1	LOT: EATON CO 7 - TYPE 018: DH361URK 12 - TYPE 017: DS200EK1 4 - TYPE 010: DS200EK1 6 - TYPE 022: DS200EK1 3 - TYPE 024: DS200EK1	2483.530E
			2483.53

Please note! Information Update!

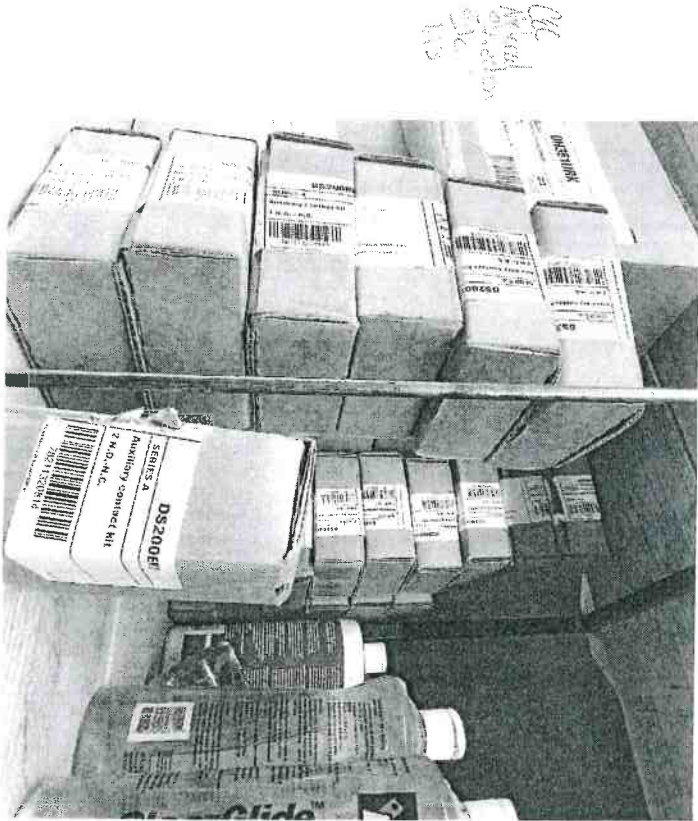
Please send your remittance to ACHRemittance@vanmeterinc.com

Questions about your invoice, statement or account?
Please email ar@vanmeterinc.com

Invoice is due by 07/27/22.

Invoice Questions?
Call Myra Mitchell at
712-792-6432

Subtotal	\$2,483.53
Shipping & Handling	
Sales Tax	\$0.00
Amount Due	\$2,483.53



500
2100NV
C
2



J & K Contracting, LLC
10783 Justice Drive
Orlando, IA 50122

Page: 1 of 1

Invoice: AB000023498
Invoice Date: 7/7/2022
Due Date: 8/7/2022
Forterra Order #: 727100115M1
Customer PO #: 210834V
Customer #: 53190
Delivery Order #: 0250000622092

Ship To: Nevada IA - WWTP Improvements PH2

Structure #/Description	Bill of Lading	Pieces	Feet	Unit Retail	Retail Ext	Disc %	Net Unit Price	Est Net Price
SANDBY								
21x6.0 HBU CY4	DM000622092	1.00	4.00	\$90.00	3,600.00	40%	2,160.00	1,132.00
51x1.0 HBU CY4	DM000622092	1.00	0.00	2,850.00	2,850.00	40%	1,710.00	1,710.00
21x5.0 Cur Top20 27 Conc CY4	DS1000622092	1.00	0.00	1,605.00	1,605.00	40%	963.00	963.00
Caslet CY4 1.5 inch	DM000622092	2.00	0.00	0.00	0.00	40%	0.00	0.00
3.0ft Concrete A-2L 235	DM000622092	1.00	0.00	95.00	95.00	40%	57.00	57.00
3.0ft Concrete A-2L 475	DM000622092	1.00	0.00	145.00	145.00	40%	87.00	261.00
3.0ft Concrete Z-Lok C107-R	DS000622092	3.00	0.00	115.00	345.00	40%	207.00	207.00
Adjusting Ring 27x4 inch	DS000622092	1.00	0.00	76.00	152.00	40%	91.20	91.20
Invoices due Net 30 Days				Retail Subtotal			8,022.00	
Post Due Amounts are subject to 1.125% Finance Charge per month				Discount:			3,609.00	
				Net Price:			5,413.00	
Please make sure your account balance is brought current and in good standing.				Freight Charge:			0.00	
				Misc Charges:			0.00	
Product returns of standard items must be made within a 6 month period.				Prepaid Amount:			0.00	
				IA Exempt Government:		0.000 %	0.00	
Please contact me with any questions or should you need anything				Net Total:			\$5,413.20	
John Sharp John.Sharp@forterrabp.com or 703-694-3252				Due Date:			8/7/2022	

To ensure proper install, please detach this portion and return with receipt.

Forterra Pipe & Precast

REMIT TO: Forterra Pipe & Precast
P.O. Box 74008109
Chicago, IL 60674-8199

J & K Contracting LLC
Customer #: 53190
Invoice: AB000023498
Invoice Date: 7/7/2022
Due Date: 8/7/2022
Amount Due: \$5,413.20
Amount Enclosed:

JSK CONTRACTING LLC

INVOICE

Invoice No.: 20050036-001
Date: 05/26/2022
Page: 2 of 3

Prod # / P.N.	Description	Original	Original	Q.O	UOM	Unit Price	2 of 3
REB1200DIL	12" X 8" DI MU REDUCER LACC SSB	1	1	EA	286.10	286.10	
W01M10C4IL	4" DI MU 90 ELBOW LACC SSB	5	5	EA	68.09	340.45	
PLM1J05DIL	5" DI MU FLUG	2	2	EA	62.08	124.16	
TEH1J040DIL	4" X 4" DI MU TEE LACC SSB	3	3	EA	68.57	205.71	
REB0040DIL	4" X 4" DI SSB REDUCER LACC SSB	1	1	EA	94.70	94.70	
11M1J08DIL	8" DI MU 11-1/4 ELL. SSB LACC	3	3	EA	80.40	241.20	
45M1J01DIL	18" DI MU 45 ELL. LACC SSB	2	2	EA	893.12	1,786.24	
W01M10C4IL	18" DI MU 90 ELL. LACC	2	2	EA	1489.26	2,978.52	
W01M10C4IL	24" DI MU 90 ELL. LACC	8	3	2	EA	2193.41	6,580.23
CP24DIL	24" DI CAP LACC SSB	1	1	EA	778.32	778.32	
W01M10C4IL	10" DI MU 90 ELBOW LACC SSB	5	5	EA	265.03	1,325.15	
45M1J01DIL	18" DI MU 45 ELBOW LACC SSB	7	7	EA	176.78	1,236.46	
22M1J01DIL	18" DI MU 22-1/2 ELL. SSB LACC	1	1	EA	170.33	170.33	
11M1J08DIL	10" DI MU 11-1/4 ELL. SSB LACC	1	1	EA	177.82	177.82	
W01M10C4IL	20" DI MU 90 ELL. LACC	1	1	EA	1430.09	1,430.09	
45M1J01DIL	20" DI MU 45 ELL. LACC SSB	12	12	EA	1040.81	12,490.02	
PLM1J05DIL	20" DI MU FLUG	1	1	EA	732.03	732.03	
TEH1J040DIL	18" DI MU TEE LACC SSB	1	1	EA	1078.61	1,078.61	
PLM1J05DIL	18" DI MU FLUG	1	0	1	EA	507.80	0.00
W01M10C4IL	8" X 4" DI MU WYE LACC SSB	1	1	EA	187.12	187.12	
D0503142	30" DI MU 30 DEG ELBOW LACC AIS DOMESTIC	1	1	EA	4524.02	4,524.02	
D0503143	30" DI MU X PE 90 DEG ELBOW LACC AIS DOMESTIC C110	1	1	EA	11144.22	11,144.22	
D0503144	30" X 24" DI MU WYE LACC AIS DOMESTIC C110	1	1	EA	33104.32	33,104.32	
D0503147	30" X 24" DI MU REDUCER LACC AIS DOMESTIC	1	1	EA	2190.02	2,189.62	
D0503148	24" X 18" DI MU REDUCER LACC AIS DOMESTIC	1	1	EA	1099.61	1,099.61	
D0503149	18" X 14" DI MU REDUCER LACC AIS DOMESTIC	1	1	EA	842.95	842.95	
D0503150	20" X 18" DI MU REDUCER LACC AIS DOMESTIC	2	2	EA	735.52	1,471.04	
45M1J01DIL	20" MU 45 ELBOW (ISA)	2	2	EA	3660.78	7,321.56	
D0503234	6" DOMESTIC AIS MU 90 DEG ELBOW UNLINED LESS ACC STANDARD TAR COATING	4	4	EA	104.24	416.96	
D0503282	DOMESTIC 10" MU 90 BEND AIS UNLINED INSIDE WITH IN ACC TAR COATING ON THE OUTSIDE	4	2	2	EA	265.83	530.06

JSK CONTRACTING LLC

INVOICE

Invoice No.: 20050036-001
Date: 05/26/2022
Page: 3 of 3

Product No.	Description	Order No.	Ship To	Qty	Unit Price	Amount	3 of 3
TEH1J040DIL	10" X 8" DI MU TEE LACC SSB	0	0	0	EA	308.63	0.00
	UNLINED IN. TO OUTSIDE						
1104PV	4" MU RESTRAINT FOR PVC DOMESTIC	60	60		EA	24.44	1,886.30
1108PV	8" MU RESTRAINT FOR PVC DOMESTIC	130	130		EA	29.93	4,118.57
1108PV	8" MU RESTRAINT FOR PVC DOMESTIC	6	6		EA	43.85	263.10
1112PV	12" MU RESTRAINT FOR PVC DOMESTIC	19	19		EA	57.12	1,095.28
1100	8" MU RESTRAINT FOR DIP DOMESTIC	26	26		EA	23.43	609.18
1110	10" MU RESTRAINT FOR DIP DOMESTIC	47	27	20	EA	52.93	1,428.11
1114	14" RESTRAINT FOR DIP DOMESTIC	3	3		EA	88.20	264.60
1118	18" MU RESTRAINT FOR DIP DOMESTIC	14	14		EA	159.87	2,265.00
1120	20" MU RESTRAINT FOR DIP DOMESTIC	31	31		EA	240.74	7,663.04
1124	24" MU RESTRAINT FOR DIP DOMESTIC	13	13		EA	342.61	4,454.32
1130	30" MU RESTRAINT FOR DIP DOMESTIC	24	0	24	EA	873.40	0.00
DB Code: 80	** DB 80 - SPECIAL ORDER - NO RETURN **	1	1			.00	0.00

**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.

05/26/2022 12:41 AM

Utility Equipment
CompanyBRANCHES LOCATED IN:
BETTENDORF - DES MOINES - OMAHA -
PERU, IL - SIOUX CITY AND WATERLOO
REMIT TO: PO Box 1290
Bettendorf, IA 52722-For Credit Card Payment, call:
(563) 355-5376 / (800) 541-8358

INVOICE

Invoice No.: 20040793-002
Date: 04/15/2022
Page: 1 of 1

Sold To:

JSK CONTRACTING LLC
10703 JUSTIN DR
URBANDALE, IA 50322

Ship To:

C/O JOB: 2108NV
CITY OF NEVADA, IA
WVTF
62550 270TH ST
NEVADA, IA 50291Phone: 515-233-5608
Fax: 515-278-2391

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

Terms	Order No./Ref	Customer No.	SalesRep	Ship Via	Req. Date	Reference	
30DAY DATE	20040793-002	89110	DOUG-62	DM TRUCK	03/29/2022	D200407932	
Product No.	Description	Order No.	Ship To	Qty	Unit Price	Amount	
RJ18040	4" X 20' DR18 CERT-LOK C900 RJ PIPE W/COUPLING & SPLINE	1640	1	1039	FT	7.45	7,450.00
RJ18060	6" X 20' DR18 CERT-LOK C900 INTEGRAL BELL RJ PIPE	5400	4860	780	FT	12.02	99,957.60
RJ18080	8" X 20' DR18 CERT-LOK C900 INTEGRAL BELL RJ PIPE	240	240		FT	18.30	4,320.00
Sub Total:						\$ 64,733.06	
Total:						\$ 64,733.06	

5010
2108NV
C
2Utility Equipment
CompanyBRANCHES LOCATED IN:
BETTENDORF - DES MOINES - OMAHA -
PERU, IL - SIOUX CITY AND WATERLOO
REMIT TO: PO Box 1290
Bettendorf, IA 52722-For Credit Card Payment, call:
(563) 355-5376 / (800) 541-8358

Sold To:

JSK CONTRACTING LLC
10703 JUSTIN DR
URBANDALE, IA 50322

Ship To:

C/O JOB: 2108NV
CITY OF NEVADA, IA
WVTF
62550 270TH STREET
NEVADA, IA 50291Phone: 515-233-5608
Fax: 515-278-2391

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

Terms	Order No./Ref	Customer No.	SalesRep	Ship Via	Req. Date	Reference	
30DAY DATE	20041104-000	89110	DOUG-42	DM TRUCK	03/29/2022	D20041104	
Product No.	Description	Order No.	Ship To	Qty	Unit Price	Amount	
703010	700K E3 FRAME	5	5	EA	184.12	\$20.00	
703078	7030 T6 E3 BACK (2" HADKUS)	5	5	EA	105.28	\$28.30	
703088	7030 T6 VANE GRATE	5	5	EA	133.09	\$65.45	
V1400-3	EJ V1600-3 FRAME TO MEET DOT SW-552 TYPE G	3	3	EA	91.88	275.64	
V1600-3CDHW	EJ V1600-3 COVER MARKED "DUMP NO WASTE DRAINS TO WATERWAY"	3	3	EA	104.13	312.39	
R435119030	R-4351-15000 18" BEEHIVE GRATE	1	1	EA	140.35	140.35	
D8603278	OPK 30" SDR26HW GASKET 48 BEND	1	1	EA	4680.00	4,680.00	
D8603278	OPK 30" SDR26HW GASKET 22 BEND	1	1	EA	4000.00	4,000.00	
KVM106L	8" KENNEDY #7571 ALUMINUM GATE VALVE, OL, SS BOLTS, LESS ACC CS18	10	10	EA	724.87	7,248.70	
KVM106L	4" KENNEDY #7571 ALUMINUM GATE VALVE, OL, SS BOLTS, LESS ACC CS18	3	3	EA	452.30	1,356.99	
V7AKV48	KENNEDY CLOVE VALVE BOX ADAPTER FOR 4-8" VALVES	13	13	EA	37.34	485.42	
20V03	39" CI V8 BOTTOM SECTION SCREW TYPE (8950 SERIES)	14	14	EA	85.50	1,190.00	
103VB5	20" CI V8 TOP SECTION SCREW TYPE LID	14	14	EA	82.00	1,150.00	
31V0L	6-1/4" V8 DROP LID WATER	13	13	EA	14.00	182.00	
34V0L	6-1/4" V8 DROP LID "GELVER"	1	1	EA	15.80	15.00	
40V05	480 CI V8 EXT SCREW TYPE	13	13	EA	83.18	1,081.34	
1108PV	8" MU RESTRAINT FOR PVC DOMESTIC	10	10	EA	28.83	292.30	
DCB1M06	6" DOMESTIC CORE BLUE BOLT & GASKET PACK (AIS)	85	85	EA	10.10	1,035.50	
WATEROUS6STORZ	5 FT BURY WATEROUS HYDRANT 1/2" V0, 3-WAY, 0" MU SHOE LACC WITH 6" STORZ, RED	6	0	5	EA	2380.00	0.00

**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.

05/26/2022 12:41 AM

J&K CONTRACTING LLC

INVOICE

Invoice No.: 20051104-000
Date: 04/22/2022
Page: 2 of 4

Product No.	Description	Quantity	Unit	Price	Ext. Price	Estimate
1W1800X	TRACER RECEPTACLE BOX #1W18	8	EA	10.74	85.92	
1104PV	4" MJ RESTRAINT FOR PVC DOMESTIC	10	EA	24.44	244.33	
DCB18004	4" DOMESTIC CORE BLUE BOLT & GASKET PACK (A18)	10	EA	14.02	140.20	
OPT040L	4" X 2" DI MJ TAPT PLUG ASD	1	EA	70.76	70.76	
PLTP040DI	4" X 2" DI MJ TAPT PLUG ASD	1	EA	84.73	84.73	
H18428206H	2" H18428 CPLG COMP X MP LOW LEAD	2	EA	124.74	249.48	
H18481200N	2" H18481 CPLG COMP X FIP LOW LEAD	7	EA	143.37	1,003.59	
H102037H	2" X 3/4" DR HEX BUSHING LOW LEAD	12	EA	15.08	180.96	
BN0700C	3/4" X CLOSE BR NIPPLE LOW LEAD	20	EA	3.42	68.40	
B3028375H	3/4" B3028 DALL CURB FIP X FIP LOW LEAD	12	EA	66.00	792.00	
8881850LR	5 1/2" AY 8821 ARCH CURB BOX UROD	12	EA	40.70	488.40	
SSE880242	42" D880 STAINLESS STEEL CURB BOX ROD	16	EA	22.00	352.00	
B30607H	3/4" B3060 STREET 00 ELL LOW LEAD	12	EA	9.93	119.16	
61341011YD	5" BURRY YARD HYD 3/4" INLET	12	EA	337.04	4,044.48	
TT10J04920LR	4" X 2" DI MJ TAPT TEE UACO SS	8	EA	122.00	976.00	
491030	2" SCH40 6W TEE	0	EA	2.00	0.00	
490020	2" SCH40 5W 90 ELBOW	12	EA	1.02	12.24	
491020	2" SCH40 5W 45 ELBOW	11	EA	2.34	25.74	
938010	1" SCH80 5W CPLG	20	EA	3.00	60.00	
938010	1" SCH80 5W 90	0	EA	2.13	0.00	
917010	1" SCH105 5W 45	0	EA	4.43	0.00	
H16428075H	3/4" H16428 CPLG COMP X 13P LOW LEAD	8	EA	14.20	113.60	
POLY02741	3/4" X 102 COT BLUE 26M DOR 0 INJUE	700	FT	.30	210.00	
3880600700	0 X 2" AWWA 3005 GASKET (C-800)	1	EA	110.00	110.00	
4701H4420BH	2" AY 4701B-44 CORP AWWA X PVC LOW LEAD	1	EA	320.00	320.00	
791084420BH	AY 2" 79108-44 PVC CURB STOP	3	EA	440.00	1,320.00	
5501800LR	5 1/2" AY 5501 ARCH CURB BOX UROD	3	EA	35.33	105.99	
	ITEM BELOW IS TO COMPLETE ABOVE					
0933334	AY 5700BASE ENLARGED BASE	3	EA	60.00	180.00	
80R33 PDX4D	4" SDR 35HM BOOT (5' HOLE) PRESS SEAL	2	EA	66.00	132.00	
9210004	4" SDR20 1W 45 ELL GKO	1	EA	14.10	14.10	
6680004	4" SDR20 1W 11 ELL GKO	1	EA	20.00	20.00	

Sub Total: \$4,655.84
Total: \$4,655.84

J&K CONTRACTING LLC

INVOICE

Invoice No.: 20051104-000
Date: 04/22/2022
Page: 4 of 4

Product No.	Description	Quantity	Unit	Price	Ext. Price	Estimate
DCB110024	2" DOMESTIC CORE BLUE BOLT & GASKET PACK (A18)	13	EA	05.44	0.00	
DCB110030	3" DOMESTIC CORE BLUE BOLT & GASKET PACK (A18)	24	EA	216.94	0.00	
B11 Code: 60	** DED #1 = SPECIAL ORDER - NO RETURN **	1	EA	.00	0.00	
592F	FRIGHT - URGD XP	1	EA	.00	0.00	

Sub Total: \$4,655.84
Total: \$4,655.84

J&K CONTRACTING LLC

INVOICE

Invoice No.: 20051104-000
Date: 04/22/2022
Page: 3 of 4

Product No.	Description	Quantity	Unit	Price	Ext. Price	Estimate
2110004	0" 5W SEWER CAP	2	EA	1.78	3.60	
829030	3" SCH80 5W CPLG	14	EA	12.03	168.42	
866004	3" SCH80 5W 90	12	EA	8.66	103.92	
88501032	3" PVC SCH80 5W CAP PACT # 047-030	2	EA	18.10	36.20	
105010	10482 ELL FRAME	4	EA	144.80	579.44	
10402053	1040 AGS ELL 10 MARKED SANITARY SEWER	4	EA	110.26	476.40	
10278	27" X 3" WALL MJ BARRIER	4	EA	195.00	780.00	
V1868F	V1868 ELL FRAME	1	EA	460.00	460.00	
V1865G	V1865 ELL GRATE	1	EA	.00	0.00	
D6803277	30" SDR20 SDR REPAIR CPLG CCK 8PK # 008-0030	1	EA	2502.00	2,502.00	
PL14100H	10" DI MJ PLUG	2	EA	126.03	252.06	
D0803378	1" X 8" 304 SS NIPPLE	2	EA	10.97	21.94	
D0803280	1" X 304SS 90 DEG BEND	4	EA	8.14	32.56	
D0803281	1" X 12" 50 NIPPLE	2	EA	28.87	57.74	
D0803282	1" X CLOSE 304 SS NIPPLE	2	EA	3.20	6.40	
D0803283	1" SS THRD BALL VALVE WATCO # 208SP UNO	2	EA	169.67	339.34	
POLY31	81" X 22" PERF POLYWRAP (38" X 42" CIP) 110 FT ROLL	110	FT	1.25	137.50	
POLY87	87" X 22" PERF POLYWRAP (38" X 42" CIP) 184 FT ROLL	220	FT	1.86	409.20	
POLY54	54" X 22" PERF POLYWRAP (34" X 40" CIP) 220 FT ROLL	440	FT	.83	365.20	
POLY27	27" X 22" PERF POLYWRAP (32" X 40" CIP) 440 FT ROLL	650	FT	.42	272.20	
PTAPE	ROLL POLYWRAP TAPE (2" X 100')	72	EA	4.34	288.00	
D0902633	0" MJ PKM GASKET	14	EA	107.00	1,498.00	
D0803278	10" MJ PKM GASKET	10	EA	166.00	1,660.00	
DCB110004	4" DOMESTIC CORE BLUE BOLT & GASKET PACK (A18)	09	EA	14.02	126.18	
DCB110008	8" DOMESTIC CORE BLUE BOLT & GASKET PACK (A18)	108	EA	21.00	2,268.00	
DCB110008	8" DOMESTIC CORE BLUE BOLT & GASKET PACK (A18)	0	EA	22.06	0.00	
DCB110010	10" DOMESTIC CORE BLUE BOLT & GASKET PACK (A18)	47	EA	30.00	1,410.00	
DCB110012	12" DOMESTIC CORE BLUE BOLT & GASKET PACK (A18)	10	EA	31.21	312.10	
DCB110014	14" DOMESTIC CORE BLUE BOLT & GASKET PACK (A18)	3	EA	49.78	149.34	
DCB110016	16" DOMESTIC CORE BLUE BOLT & GASKET PACK (A18)	14	EA	69.10	967.40	
DCB110020	20" DOMESTIC CORE BLUE BOLT & GASKET PACK (A18)	31	EA	63.91	1,981.20	

J&K CONTRACTING LLC
10703 JUSTIN DR
URBANDALE, IA 50322BRANCHES LOCATED IN:
BETTENDORF - DES MOINES - OMAHA -
PERU - SIOUX CITY AND WATERLOO
REMIT TO: PO Box 1290
Bettendorf, IA 52722-For Credit Card Payment, call:
(563) 355-5376 / (800) 541-0356

INVOICE

Invoice No.: 20051085-000
Date: 05/05/2022
Page: 1 of 1Ship To: CIO JOB #21085NV
CITY OF NEVADA, IA
VWTF PH2
62560 270TH ST
NEVADA, IA 50201

P.O. No.: 21085NV WYATT FISH NEVADA			Phone: 515-233-5500 Fax: 515-278-2351				
Terms	Order No./Ref.	Customer No.	Ship Via	Ship Date	Ref. Date	Reference	
10/0000	20651081-000	89116	DM TRUCK	05/05/2022	02051085		
Product No.	Description	Quantity	Unit	Price	Ext. Price	Estimate	
D05E1306	30" X 14" GSKTD PVC SEWER PIPE (PS40)	168	FT	168.10	28,240.80		
D05E1311	30" PS 115 SDR 26 HEAVY WALL SEWER PIPE	84	0	6.1	FT	318.07	0.00
D05E1312	12" X 20" SJ CL52 DI PIPE	40	0	40	FT	40.10	0.00
D05E1315	6" X 20" SJ CL52 DI PIPE	40	0	40	FT	17.23	0.00
D05E1316	8" X 20" CL52 TO FLEX DI PIPE	220	0	220	FT	23.04	0.00
64SDR231	1" X 14" GASKETED SDR23.5 PVC PIPE	168	168	FT	3.23	542.56	
0650P231	6" X 14" GASKETED SDR23.5 PVC PIPE	14	14	FT	7.01	98.14	
D05E1318	18" X 20" SJ CL52 DI PIPE	20	0	20	FT	54.00	0.00
D05E1319	1" X 20" SCH160 PVC PIPE	520	0	520	FT	2.75	0.00
D05E1320	3" X 20" SCH160 PVC PIPE	270	0	260	FT	8.50	0.00
Sub Total:					27,551.02		
Total:					\$ 27,551.02		

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.**

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.**

04/22/2022 12:41 AM

15/03/2022 11:41 AM



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
Page: 1 of 1

--For Credit Card Payment, call:
(563) 365-5376 / (800) 541-8356

Sold To:

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

Ship To:

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

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

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

Terms	Order No./Ref	Customer No.	Sales Rep	Ship Via	Req. Date	Reference
N39HV DATE	20049793-004	59110	DOUG-42	DAI TRUCK	04/15/2022	D200497934
RJ18040	4"X 20' DR18 CERTALOK C900 1/2" PIPE W/COUPLERS & 6 PLUGS	1830	1530	FT	7.46	17,295.94
INVOICE #20049793-002 THIS ITEM WAS BILLED FOR ONLY ONE FOOT, A TOTAL OF 1640 WAS DELIVERED. SORRY FOR THE INCONVENIENCE.						

Sub Total: 12,226.94
Total: \$ 12,226.94

5016
2108HV
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 past 30-days from invoice date. **



Nucor Harris Rebar Midwest LLC RETAIL SALES INVOICE

Invoice No.:
PS1417375A

Customer PO No: 2709-542	Sales Order No.: SO165052A	Payment Terms: Net 30 Days	Payment Method:	Invoice Date: 07/19/22
Freight:	Shipping Agent:	Business Unit Newport		
Mail To: W10719 Williams Brothers Construction Email: cheryl.bruno@wbci.us		Ship To:		
Description: Nevada WWTF Material PA213				
Job Number: 00521060 RP - Nevada WWTF Improvements - Phase 2				
Item No.	Description	Quantity	Unit Price	Line Amt. (Excl. Tax)
REBAR-B	Oxidation Ditches Plant			22,717.39
REBAR-D	Biosolids Pumping Building			11,703.43
Subtotal:				34,420.82
Tax Exemption Cert. No: HRC 160472.02				
SALES INVOICE TOTAL				(USD) 34,420.82

Shipping Per: Accepted Per: (Please Print)

Please Contact Brenda 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: Nucor Harris Rebar Midwest LLC
1342 South Grandville Drive Auburn, IN 46795

Customer Copy
Do NOT accept new or changed remittance directions without calling (208) 975-2075 to confirm the legitimacy of the request.



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

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

Invoice

Date	Invoice #
7/20/2022	20220704

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

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



10633 County Road 26
Blair, NE 68009
402-571-1303
office@gpmweb.net

Invoice 6/29/2022

Invoice Number IE-6600

Bill To

Williams Brothers Construction
Attn: Accounts Payable
PO Box 1366
Peoria, IL 61654

Ship To

Williams Brothers Construction
Attn: WWTP Facility Impr.
62512 270th St
Nevada, IA 50201

Remit to: GPM Environmental Solutions, LLC
10633 County Road 26
Blair, NE 68009

Please make check payable to: GPM Environmental Solutions, LLC

P.O. Number	Terms	Due Date	Rep	Via	Ours
2775-542	NET 30 Days	8/10/2022		UPS	NWWT
Quantity	Description	Price Each	Amount		
2	FIRE EXTINGUISHER CABINET				
	OUT-OF-STATE MATERIAL FREIGHT	416.12 83.83	416.12 83.83		
			Total	5900	

P.O. Number	Terms	Account #	Ship	Via	F.O.B.
2775-542	Net 30		6/29/2022	Delivered	
Qty	Item Code	Description	Price Ea.	Amount	
2	ISCO	62-5800-001 5800 Refrigerated sampler	5,958.40	11,916.80	
2	ISCO	62-5800-000 1 - bottle configuration	495.70	991.40	
2	ISCO	62-5800-0379 3/8 inch ID x 25 ft. long vinyl suction line	119.70	239.40	
2	ISCO	62-5800-011 1 - bottle configuration	206.00	412.00	
1	ISCO	62-1680-058 3/8 inch vinyl suction line - 100ft.	90.25	90.25	
1	FREIGHT	Freight Costs	312.00	312.00	
Thank you for your business.				Total	\$15,865.85

A 4% charge will be assessed on all items returned without receipt.



Item # 9E
Date: 8/1/2022

► 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.



HRGreen®

► Mr. Jordan Cook

Page 3 of 3

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.

A handwritten signature in black ink, appearing to read 'Michael Roth', with a stylized flourish at the end.

Michael Roth, P.E.

Project Manager

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

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

J:\2016\160473.03\Construction\Payment\Pay_Estimates\#6\tr-072222-WWTF Impr_Phase_3-Pay_Request_6_recommendation.docx

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: City of Nevada

PROJECT:

Nevada Wastewater Improvements

APPLICATION NO: 6

PERIOD TO: 7/23/2022

PROJECT NOS:

FROM CONTRACTOR:

Boomerang Corp
12536 Buffalo Road
Anamosa, Iowa 52205

VIA ENGINEER:

HR Green
Michael Roth

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	.....	\$	7,077,000.00
2. Net change by Change Orders	.....	\$	-
3. CONTRACT SUM TO DATE (Line 1 + 2)	.....	\$	7,077,000.00
4. TOTAL COMPLETED & STORED TO DATE	.....	\$	940,871.74 7,936,646.74
5. RETAINAGE:			
a. 5% of Work Completed (Not including water main) (Columns D + E on Continuation Sheet)	.....	\$	-
b. <u>5</u> % of Stored Material (Column F on Continuation Sheet)	.....		39, 832.34
Total Retainage (Line 5a + 5b) (Total in Column I on Continuation Sheet)	.....	\$	40,170.59
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	.....	\$	756,814.40 900,693.15
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	.....	\$	446,682.15
8. CURRENT PAYMENT DUE	.....	\$	310,132.25 454,016.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	.....	\$	6,320,185.60 6,170,507.85

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

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 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:

By: 

Date: 8-1-22

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of 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.

AMOUNT CERTIFIED..... \$ 310,132.25

(Attached explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified)

ENGINEER:

By: 

Date: 8/1/22

OWNER'S APPROVAL:

By: _____

Date: _____

CONTINUATION SHEET

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

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

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

APPLICATION NO: 6
PERIOD TO: 7/23/2022
ENGINEER'S PROJECT NO.:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (not in D or E)	G Total Completed & Stored to Date (D + E + F)	H Balance to Finish (C - G)	I Retainage (if Variable Rate)
			From Previous Application (D + E)	This Period				
1	Division 01 General Requirements							
	Bonds / Permits / Insurance	\$ 95,000.53	\$ 95,000.53	\$ -	\$ -	\$ 95,000.53	\$ -	\$ 4,750.03
	Administration/Project Management	\$ 50,000.00	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00	\$ -	\$ 1,250.00
	Mobilization	\$ 78,000.00	\$ 39,000.00	\$ -	\$ -	\$ 39,000.00	\$ -	\$ 1,950.00
	Toilets/Dumpsters / Etc	\$ 8,000.00	\$ 2,800.00	\$ -	\$ -	\$ 3,200.00	\$ -	\$ 160.00
	SWPPP/Erosion Control	\$ 5,000.00	\$ 3,000.00	\$ 400.00	\$ -	\$ 3,500.00	\$ -	\$ 175.00
	Survey	\$ 10,000.00	\$ 6,500.00	\$ 500.00	\$ -	\$ 6,500.00	\$ -	\$ 325.00
	Bypass Pumping	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ 30,000.00	\$ -
2	Division 02 Existing Conditions							
	Pavement/Gravel Removal	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -	\$ 6,000.00	\$ -
	Manhole/pipe removal	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -
	Pipe Abandonment	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -
3	Division 3 Concrete							
	Lift Station Reinforcing Materials	\$ 320,486.00	\$ 106,391.21	\$ 71,250.00	\$ -	\$ 177,641.21	\$ 142,834.79	\$ 5,319.56
	Lift Station Reinforcing Labor	\$ 475,000.00	\$ -	\$ 142,500.00	\$ -	\$ 142,500.00	\$ 332,500.00	\$ 7,125.00
	Lift Station Concrete Materials	\$ 235,000.00	\$ -	\$ 47,000.00	\$ -	\$ 47,000.00	\$ 188,000.00	\$ 2,350.00
	Lift Station Concrete Labor	\$ 687,000.00	\$ -	\$ 104,400.00	\$ -	\$ 104,400.00	\$ 582,600.00	\$ 6,185.04
	Bypass Structure Reinforcing Materials	\$ 6,500.00	\$ -	\$ -	\$ -	\$ -	\$ 6,500.00	\$ -
	Bypass Structure Reinforcing Labor	\$ 9,500.00	\$ -	\$ -	\$ -	\$ -	\$ 9,500.00	\$ -
	Bypass Concrete Materials	\$ 6,500.00	\$ -	\$ -	\$ -	\$ -	\$ 6,500.00	\$ -
	Bypass Concrete Labor	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -
	Generator Pad/Bollards/Miscellaneous	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -
	Hollow Core Planks/ Stairs Labor and Materials	\$ 105,000.00	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	\$ 95,000.00	\$ 500.00
	Hollow Core Planks/ Stairs Submittal Drawings	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -
4	Division 4 Unit Masonry							
	Submittals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	CMU Labor and Materials	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 75.00
	Brick Labor and Materials	\$ 125,000.00	\$ -	\$ -	\$ -	\$ -	\$ 125,000.00	\$ -
	Brick Labor and Materials	\$ 95,000.00	\$ -	\$ -	\$ -	\$ -	\$ 95,000.00	\$ -
5	Division 5 Metals							
	Submittals	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 100.00
	Embeds/ Linels Labor and Materials	\$ 45,000.00	\$ -	\$ 1,142.77	\$ -	\$ 1,142.77	\$ 43,857.23	\$ 1,125.00
	Ladder/Grating/Stairs and Handrail Materials	\$ 95,000.00	\$ -	\$ 22,500.00	\$ -	\$ 22,500.00	\$ 72,500.00	\$ -
	Ladder/Grating/Stairs and Handrail Labor	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ 15,000.00	\$ -
6	Division 6 Rough Carpentry							
	Roof Nailer Labor and Material	\$ 9,000.00	\$ -	\$ -	\$ -	\$ -	\$ 9,000.00	\$ -
	Masonry Bucks at openings Labor and Materials	\$ 6,500.00	\$ -	\$ -	\$ -	\$ -	\$ 6,500.00	\$ -
	Mounting Boards, Miscellaneous Nailers Labor and Materials	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -
7	Division 7 Thermal and Moisture							
	Benotite Waterproofing Materials	\$ 25,000.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ 25,000.00	\$ -
	Benotite Waterproofing Labor	\$ 32,500.00	\$ -	\$ 4,575.00	\$ -	\$ 4,575.00	\$ 27,925.00	\$ 760.00
	Cavity Wall Insulation at Masonry Labor and Materials	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ 30,000.00	\$ -
	Perimeter Foundation Wall Insulation Labor and Materials	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	\$ 25,000.00	\$ -

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

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

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

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

PERIOD TO: 7/23/2022
ENGINEER'S PROJECT NO.:

A	B	C	D		F	G	%	H		I
			From Previous Application (D + E)	Work Completed This Period				Total Completed & Stored to Date (D + E + F)	Balance to Finish (C - G)	
Item No.	Description of Work	Scheduled Value			Materials Presently Stored (net in D or E)		(G/C)			Retainage (if Variable Rate)
8	Caulking and Sealants Labor and Materials	\$ 10,000.00	-	-	-	-	0%	\$ 10,000.00	\$ -	-
	Weather Barrier At Masonry Materials	\$ 4,500.00	-	-	-	-	0%	\$ 4,500.00	\$ -	-
	TPO Roofing Submittals	\$ 7,500.00	-	-	-	-	0%	\$ 7,500.00	\$ -	-
	TPO Roofing Materials	\$ 4,500.00	4,500.00	-	-	-	100%	\$ -	\$ -	225.00
	TPO Roofing Labor	\$ 55,000.00	-	-	-	-	95%	\$ 52,180.00	\$ 2,820.00	2,809.00
	Sheet Metal Flashings and Trims Labor and Materials	\$ 9,000.00	-	-	\$ 52,180.00	\$ -	0%	\$ 9,000.00	\$ -	-
	Roofing Accessories Labor and Materials	\$ 6,000.00	-	-	-	-	0%	\$ 6,000.00	\$ -	-
	Firestopping/Miscellaneous Insulation Labor and Materials	\$ 1,500.00	-	-	-	-	0%	\$ 1,500.00	\$ -	-
	Firststoppping/Miscellaneous Insulation Labor and Materials	\$ 1,500.00	-	-	-	-	0%	\$ 1,500.00	\$ -	-
	Division 8 Doors and Hardware	\$ 5,000.00	5,000.00	-	-	-	100%	\$ -	\$ -	250.00
9	ALL door and Hardware Submittals	\$ 20,000.00	-	-	-	-	0%	\$ 20,000.00	\$ -	-
	Aluminum Doors Frames Materials	\$ 20,000.00	-	-	-	-	0%	\$ 20,000.00	\$ -	-
	Aluminum Doors Frames Labor	\$ 13,500.00	-	-	-	-	0%	\$ 13,500.00	\$ -	-
	Hardware Materials	\$ 10,000.00	-	-	-	-	0%	\$ 10,000.00	\$ -	-
	FRP Doors and Frames Materials	\$ 12,500.00	-	-	-	-	0%	\$ 12,500.00	\$ -	-
	FRP Doors and Frames Labor	\$ 8,000.00	-	-	-	-	0%	\$ 8,000.00	\$ -	-
	Floor Hatches Labor and Materials	\$ 50,000.00	-	-	-	-	0%	\$ 50,000.00	\$ -	-
	Overhead Coiling Doors Materials	\$ 11,000.00	-	-	-	-	0%	\$ 11,000.00	\$ -	-
	Overhead Coiling Doors Labor/Shipping	\$ 3,000.00	-	-	-	-	0%	\$ 3,000.00	\$ -	-
	Translucent Roof Assemblies Materials	\$ 15,000.00	-	-	-	-	0%	\$ 15,000.00	\$ -	-
10	Translucent Roof Assemblies Labor	\$ 7,500.00	-	-	-	-	0%	\$ 7,500.00	\$ -	-
	Division 9 Finishes	\$ 43,000.00	-	-	-	-	0%	\$ 43,000.00	\$ -	-
	Painting Labor and Materials	\$ 130,000.00	-	-	-	-	0%	\$ 130,000.00	\$ -	-
	Corrosion Protective Liner Materials	\$ 265,000.00	-	-	-	-	0%	\$ 265,000.00	\$ -	-
	Corrosion Protection Liner Labor	\$ 900.00	-	-	-	-	0%	\$ 900.00	\$ -	-
	Signage Labor and Materials	\$ 800.00	-	-	-	-	0%	\$ 800.00	\$ -	-
	Toilet Accessories Labor and Materials	\$ 800.00	-	-	-	-	0%	\$ 800.00	\$ -	-
	Fire Extinguishers Labor and Materials	\$ 800.00	-	-	-	-	0%	\$ 800.00	\$ -	-
	Division 10 Specialties	\$ 32,000.00	-	-	-	-	0%	\$ 32,000.00	\$ -	-
	Hydropneumatic Surge Tanks Materials Down Payment	\$ 288,000.00	-	-	-	-	0%	\$ 288,000.00	\$ -	-
22	Hydropneumatic Surge Tank Labor	\$ 13,500.00	-	-	-	-	0%	\$ 13,500.00	\$ -	-
	Process Valves/ Gates Materials	\$ 243,000.00	-	-	-	-	0%	\$ 243,000.00	\$ -	-
	Process Valves/ Gates Labor	\$ 25,500.00	-	-	-	-	0%	\$ 25,500.00	\$ -	-
	Plumbing/ HVAC Materials	\$ 260,934.00	-	-	-	-	0%	\$ 260,934.00	\$ -	-
	Plumbing HVAC Labor	\$ 25,086.00	-	-	-	-	0%	\$ 25,086.00	\$ -	-
	Process Piping Materials Down Payment	\$ 197,000.00	-	-	-	-	0%	\$ 197,000.00	\$ -	-
	Process Piping Balance Materials	\$ 109,650.00	-	-	-	-	0%	\$ 109,650.00	\$ -	-
	Process Piping Labor	\$ 76,000.00	-	-	-	-	0%	\$ 76,000.00	\$ -	-
	ALS/ O&M Documentation	\$ 5,000.00	-	-	-	-	0%	\$ 5,000.00	\$ -	-
	Training/ Start Ups	\$ 10,000.00	-	-	-	-	0%	\$ 10,000.00	\$ -	-
25	Submittals	\$ 5,000.00	2,000.00	-	-	-	40%	\$ 3,000.00	\$ -	100.00
	Division 25,27 Integrated Automation, Comm.	\$ -	-	-	-	-	0%	\$ -	\$ -	-
	Jeico Submittals	\$ 30,000.00	-	-	-	-	0%	\$ 30,000.00	\$ -	-
	Jeico Production Labor and Materials	\$ 320,000.00	-	-	-	-	0%	\$ 320,000.00	\$ -	-
	Final Checks Start up	\$ 30,000.00	-	-	-	-	0%	\$ 30,000.00	\$ -	-
	Submittals	\$ -	-	-	-	-	0%	\$ -	\$ -	-
	Submittals	\$ -	-	-	-	-	0%	\$ -	\$ -	-
	Submittals	\$ -	-	-	-	-	0%	\$ -	\$ -	-
	Submittals	\$ -	-	-	-	-	0%	\$ -	\$ -	-
	Submittals	\$ -	-	-	-	-	0%	\$ -	\$ -	-

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

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

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PERIOD TO: 7/23/2022
ENGINEER'S PROJECT NO.:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (not in D or E)	G Total Completed & Stored to Date (D + E + F)	H Balance to Finish (C - G)	I Retainage (if Variable Rate)
			From Previous Application (D + E)	This Period		% (G/C)		
26	Division 26 Electrical							
	Demo	\$ 1,700.00	-	-	\$ -	0%	\$ 1,700.00	-
	Underground Labor	\$ 40,000.00	-	-	\$ -	0%	\$ 40,000.00	-
	Underground Materials	\$ 41,000.00	-	-	\$ -	0%	\$ 41,000.00	-
	Branch Conduit Labor	\$ 50,000.00	-	-	\$ -	0%	\$ 50,000.00	-
	Branch Conduit Materials	\$ 30,000.00	-	-	\$ -	0%	\$ 30,000.00	-
	Feeder Conduit Labor	\$ 28,000.00	-	-	\$ -	0%	\$ 28,000.00	-
	Feeder Conduit Materials	\$ 35,000.00	-	-	\$ -	0%	\$ 35,000.00	-
	Branch Wire Labor	\$ 13,000.00	-	-	\$ -	0%	\$ 13,000.00	-
	Branch Wire Materials	\$ 13,000.00	-	-	\$ -	0%	\$ 13,000.00	-
	Feeder Wire Labor	\$ 16,000.00	-	-	\$ -	0%	\$ 16,000.00	-
	Feeder Wire Materials	\$ 42,000.00	-	-	\$ -	0%	\$ 42,000.00	-
	Electrical Gear Labor	\$ 11,000.00	-	-	\$ -	0%	\$ 11,000.00	-
	Electrical Gear Materials	\$ 33,500.00	-	-	\$ -	0%	\$ 33,500.00	-
	Lighting Protection Labor and Materials	\$ 8,500.00	-	-	\$ -	0%	\$ 8,500.00	-
	Lighting Labor	\$ 11,000.00	-	-	\$ -	0%	\$ 11,000.00	-
	Lighting Materials	\$ 33,000.00	-	-	\$ -	0%	\$ 33,000.00	-
	Devices Labor	\$ 17,000.00	-	-	\$ -	0%	\$ 17,000.00	-
	Devices Materials	\$ 6,000.00	-	-	\$ -	0%	\$ 6,000.00	-
	Generator Labor	\$ 25,000.00	-	-	\$ -	0%	\$ 25,000.00	-
	Controls Labor	\$ 36,000.00	-	-	\$ -	0%	\$ 36,000.00	-
	Submittals/CAD Design	\$ 137,600.00	-	-	\$ -	0%	\$ 137,600.00	-
	Cummins Generator/Transfer Switch Materials		30,000.00	-	\$ -	83%	\$ 6,000.00	1,500.00
28	Electronic Safety and Security							
	Security Cameras Down Payment	\$ 5,595.46	-	-	\$ -	0%	\$ 5,595.46	-
	Security Camera Labor and Materials Balance	\$ 5,035.01	-	-	\$ -	0%	\$ 5,035.01	-
31	Division 31 Earthwork							
	Lay down/storage areas	\$ 25,000.00	25,000.00	-	\$ -	100%	\$ -	-
	Strip/ Respread topsoil	\$ 6,000.00	3,000.00	-	\$ -	50%	\$ 3,000.00	1,250.00
	Mass Excavation	\$ 85,000.00	75,000.00	-	\$ -	88%	\$ 10,000.00	150.00
	Dewatering	\$ 50,000.00	25,000.00	-	\$ -	50%	\$ 25,000.00	4,047.50
	Backfill Structures	\$ 20,000.00	-	5,950.00	\$ 5,950.00	30%	\$ 14,050.00	4,047.50
	Final Grade	\$ 5,000.00	-	-	\$ -	0%	\$ 5,000.00	-
32	Division 32 Exterior Improvements							
	Aggregate Base Courses Labor and Materials	\$ 25,000.00	-	0.00	\$ 0.00	0%	\$ 25,000.00	0.00
	Paving Labor and Materials	\$ 90,000.00	-	7,500.00	\$ 7,500.00	8%	\$ 82,500.00	375.00
	Asphalt Patch	\$ 5,000.00	-	-	\$ -	0%	\$ 5,000.00	-
	Temporary Access Road	\$ 4,500.00	4,500.00	-	\$ -	100%	\$ -	-
	Granular Surfacing	\$ 3,500.00	-	-	\$ -	0%	\$ 3,500.00	225.00
	Chain Link Fence and Gates	\$ 27,000.00	-	-	\$ -	0%	\$ 27,000.00	-
	Bollard Covers	\$ 1,500.00	-	-	\$ -	0%	\$ 1,500.00	-
	Seeding	\$ 6,000.00	-	-	\$ -	0%	\$ 6,000.00	-
33	Division 33 Utilities							
	Distribution of Watermain	\$ 1,500.00	-	-	\$ -	0%	\$ 1,500.00	-
	Videotaping of Sanitary Sewer	\$ 500.00	-	-	\$ -	0%	\$ 500.00	-
	Precast Manholes Materials with Liner Materials	\$ 65,000.00	-	-	\$ -	0%	\$ 65,000.00	-
	Precast Manholes Labor	\$ 30,000.00	-	-	\$ -	0%	\$ 30,000.00	-
	Tapping Sleeve Labor and Materials	\$ 6,000.00	-	-	\$ -	0%	\$ 6,000.00	-

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



Walsh Door & Security
2600 Delaware Ave
Des Moines, IA 50317
Tel: 515-262-9372 Fax: 515-262-9315

Invoice

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

Shipment Number 103338
Shipment Date Jul 11, 2022

Pre-Tax Total : 8,525.00
SALES TAX NOT INCLUDED : 0.00
Amount Due : 8,525.00

Customer:
Boomerang Corp
12536 Buffalo Rd
Anamosa, IA 52205

Ship To:
1-21232 NEVADA WASTEWATER
TREATMENT PHASE 3-LIFT STATION
457 S 6th Street
Nevada, IA 50201

Account Code : 1774
Terms : Net15
Customer Job # :
Salesperson : Michael Metzger
Order Name : NEVADA WASTEWATER TREATMENT PHASE 3-LIFT STATION
Quote # :
Purchase Order # :
Shipped Via : Our Truck Prepaid
Contact : Michael Metzger

Invoice	Product Description
4	Hinges 58B1 HW 4 1/2 x 4 1/2 630
12	Continuous Hinge 112XY 83" 628
4	Flush Bolt PB450 US26D
2	Strike DP1 US26D
1	Leverset ND10 RHO 628
1	Leverset ND40 RHO 628
3	Exit Device 98L-BE-F x 98BL-BE-R&V 08 RHR US26D, US32D
1	Exit Device CD 9875L-NL x 98BL-NL-M 06 575-2 US32D LHR US32D
1	Exit Device CD 9875L-NL x 98BL-NL-M 06 575-2 US32D RHR US32D
1	Exit Device CD 9875L-NL x 98BL-NL-M 08 RHR US26D, US32D
7	Closer 4040XP SCUSH SRI TBSRT AL
1	Closer 4040XP SCUSH SRI TBSRT AL
5	Closer 4040XP SHCUSH SRI TBSRT AL
9	Spacer 4040XP-61 AL
1	Protodition Plate 8-100 10" x 34" B-CS US32D
8	Cush Shoe Support 4040XP-30 SRI AL
1	Cush Shoe Support 4040XP-30 SRI AL
3	Lock Guard LG12 US32D
2	Astragal 139 A 84" SMS-TEKS 5 X 3/4"
2	Astragal Set 872 A (SET) 84" SMS-TEKS 6 X 3/4"
4	Drip Cap 16 A 40" SMS-TEKS 6 X 3/4"
1	Drip Cap 16 A 76" SMS-TEKS 6 X 3/4"
1	Drip Cap 16 A 76" SMS-TEKS 6 X 3/4"
4	Gasketing 5050 B 1 x 36" 2 x 84"
6	Door Sweep 101 VA 36" SMS-TEKS 6 X 3/4"
2	Door Sweep 101 VA 36" SMS-TEKS 6 X 3/4"
2	Threshold 8425 72" AL
4	Threshold 996 N 36" 10-24 MS/LA AL

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

Metal Doors & Frame Co. merged with Walsh Door & Security effective 12.31.2018.
Please remit to: Walsh Door & Security, 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



Walsh Door & Security
2600 Delaware Ave
Des Moines, IA 50317
Tel: 515-262-9372 Fax: 515-262-9315

Invoice

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

Customer:
Boomerang Corp
12536 Buffalo Rd
Anamosa, IA 52205

Ship To:
1-21232 NEVADA WASTEWATER
TREATMENT PHASE 3-LIFT STATION
457 S 6th Street
Nevada, IA 50201

Account Code : 1774
Terms : Net15
Customer Job # :
Salesperson : Michael Metzger
Order Name : NEVADA WASTEWATER TREATMENT PHASE 3-LIFT STATION
Quote # :
Purchase Order # :
Shipped Via : Our Truck Prepaid
Contact : Michael Metzger

Invoice	Product Description
3	Mortise Cylinder 20-001 1 1/4" 0-Bitted 50-215 S123 KEYWAY 626 (L-ENGRAVE KEY (DON'T USE); L-PROJ MASTERKEY)
3	Mortise Cylinder 20-001 1 1/4" 0-Bitted 50-215 S123 KEYWAY XQ11-949 628 (L-ENGRAVE KEY (DON'T USE); L-PROJ MASTERKEY)

Shipment Number 103540
Shipment Date Jul 13, 2022

Pre-Tax Total : 300.00
SALES TAX NOT INCLUDED : 0.00
Amount Due : 300.00

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

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Page 1 of 1



INVOICE 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

www.breuermetal.com

2231

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

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

JOB NAME - NEVADA LS #3
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/O # 4623 - 6

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

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

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF 2 PAGES

Boomerang
PO Box 277
Anamosa, IA 52205

PROJECT:
Nevada WWTP Improvements Phase 3
L/A Station
Anamosa, IA
VIA ARCHITECT:

APPLICATION # 1 Revised
PERIOD TO: 07/03/22
PROJECT NOS: 21036

CONTRACT DATE: 12/13/21

Distribution to:
☐ Owner
☐ Const. Mgr
☐ Architect
☐ Contractor

CONTRACT FOR: Roofing

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Certificate Sheet is attached.

1. ORIGINAL CONTRACT SUM: \$ 80,800.00

2. Net Change by Change Orders: \$

3. CONTRACT SUM TO DATE (Line 1 + 2): \$ 80,800.00

4. TOTAL COMPLETED & STORED TO DATE: \$ 52,180.00
(Column E on Continuation Sheet)

5. RETAINAGE:

a. 5.0% of Completed Work (Column D-E on Continuation Sheet) \$ 2,609.00

b. 5.0% of Stored Materials (Column F on Continuation Sheet) \$

Total: Retainage (Line 5a + 5b or Totals Column I of Continuation Sheet) \$ 2,609.00

6. TOTAL EARNED LESS RETAINAGE: \$ 48,571.00
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$

8. CURRENT PAYMENT DUE: \$ 48,571.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 8) \$ 31,229.00

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 for by the Contractor for Work for which previous Certificates for Payment were issued and payment received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

By: [Signature] Date: 7/13/22

State of Iowa
County of Linn
Subscribed and sworn to before me this 13 day of July, 2022.

Notary Public:
My Commission Expires: 12/13/25
KATHA WELSH
Commission Number 78345

CERTIFICATE FOR PAYMENT
In accordance with Contract Documents, based on on-site observation and the data comprising application, the Architect certifies to the Owner that to the best of the Architect'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.

AMOUNT CERTIFIED: \$ 48,571.00
(When application is proper certified offers for the amount shown for Total of Progress on this application and on the Continuation Sheet that are charged to contractors in the amount certified.)

ARCHITECT:
By: _____ Date: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Insurance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under the Contract.

CHANGE ORDER SUMMARY	AUTHORITY	DESCRIPTION
Total changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order	TOTALS	

CONTINUATION SHEET

ATTACHMENT TO PWT APPLICATION

Page 2 of 2 Pages

PROJECT:		APPLICATION NUMBER:		PERIOD TO:		ARCHITECT PROJECT NO:	
Nevada WWTP Improvements Phase 3		T&K Roofing		07/18/22		30-Aug-22	
L/A Station		21036					
Nevada, IA							
A	B	C	D	E	F	G	H
Item No.	Description of Work	Scheduled Value	From Previous Application (D + E)	Time Period	Materials Presently Stored (Not in D or F)	Total Completed And Stored To Date (D + E + F)	Balance To Finish (C - G)
1	Mobilization	4,300.00					4,300.00
2	Submittals	3,985.00					3,985.00
4	Single Ply Membrane Roofing						
5	Materials	52,180.00			52,180.00	52,180.00	100%
6	Labor	8,900.00					8,900.00
8	Flashing & Sheet Metal						
9	Materials	3,400.00					3,400.00
10	Labor	2,140.00					2,140.00
12	Roof Accessories						
13	Materials	4,700.00					4,700.00
14	Labor	1,200.00					1,200.00
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
SUBTOTALS PAGE 2		80,800.00			52,180.00	52,180.00	88%
						28,620.00	

ACORD® EVIDENCE OF PROPERTY INSURANCE DATE (MM/DD/YYYY) 06/20/2022

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY: **Holmes Murphy & Associates - CR** PHONE: 562-300-0325 COMPANY: **NATIONAL FIRE INS CO OF HARTFORD**

281 First Street SE, Suite 700 Cedar Rapids, IA 52401

Shelby Driscoll T&K Roofing Company

101 T & K Drive PO Box 279 Ely, IA 52227

LOAN NUMBER: POLICY NUMBER: 6012353898

EFFECTIVE DATE: 04/01/22 EXPIRATION DATE: 04/01/23

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION:

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED: ☐ BASIC ☐ BROAD ☒ SPECIAL

COVERAGE PERILS/FORMS: Blanket Building & Personal Property & Stock

AMOUNT OF INSURANCE: \$ 2,121,900 DEDUCTIBLE: \$ 5,000

REMARKS (including Special Conditions)

Blanket Building & Personal Property & Stock: 101 T & K Drive Ely, IA 52227

Stored Materials Value \$52,180.00

Project: Nevada WWTP Improvements Phase 3

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS: Boomerang Corp. 33225 Circle Dr., Suite A Anamosa, IA 52205 USA

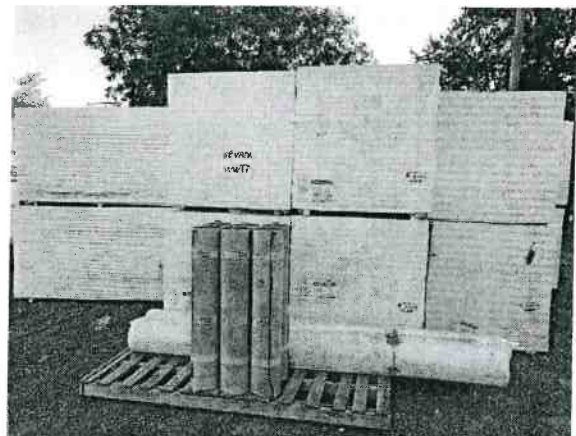
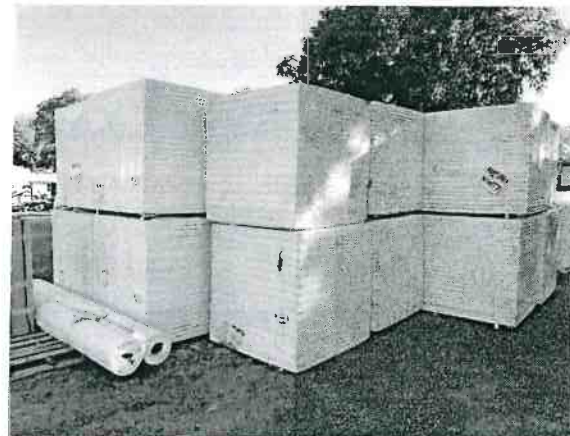
ADDITIONAL INSURED: ☐ LOSS PAYEE: ☐ LOSS PAYEE: ☐

LOAN: ☐

AUTHORIZED REPRESENTATIVE: [Signature]

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Nevada WWTP T&K Roofing Stored Materials





REMIT TO:
ABC SUPPLY CO - MBA #743
15631 COLLECTION CENTER
CHICAGO IL 60693-0156

(508)368-2562

SOLD TO:

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

REGULAR
INVOICE[illegible]

SHIP TO:

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

Nevada WWTP T&K Roofing Stored Materials



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Since there is no effective application
of the law, the law is not applied.

» DOWNLOAD THE ABC APP

SUBTOTAL AMOUNT	FREIGHT	SALES TAX IA 5%	0.00	TOTAL AMOUNT IN U.S. DOLLARS	11,711.36
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www.abcsupply.com • www.alicatalog.com



REMIT TO:
ABC SUPPLY CO - MBA #743
15831 COLLECTION CENTER
CHICAGO IL 60693-0156

(608)368-2562

REGULAR
INVOICE[illegible]

SNP TO:

SOLD TO:

T & K ROOFING CO INC
CEDAR RAPIDS SHOP ACT
PO BOX 270 101 T&K DRIVE
ELY IA 52727 0279

T&K ROOFING- WAREHOUSE
101 T&K DRIVE
KURT 319-840-4191
ELY IA 52227-0000

Supply Co. Inc.

REMIT TO:
ABC SUPPLY CO - MBA #74
15631 COLLECTION CENTER
CHICAGO IL 60693-0150

(608)368-2507

REGULAR
INVOICE[illegible]

SHIP TO:

SOLD TO:

T & K ROOFING CO INC
CEDAR RAPIDS SHOP ACT
PO BOX 279 101 T&K DRIVE
ELY IA 52227 0270

T&K ROOFING - WAREHOUSE
101 T&K DRIVE
KURT 310-848-4191
FLY-IA-52277-0000

INVOICE NO 20629772	CUSTOMER ORDER NO. KTT071202 I-HARE-IOUS	SHIP VIA COM	MAIN ACCOUNT NO. 30312900	CREDIT CARD NO. 30317080	TERMS 2%ND10TH N EOM	SHEET DATE 02/08/22	SHIP DATE 1/10/23	PAGE 1 of 1
QUANTITIES		UNIT PRICE		UNIT	QUANTITY SHIPPED	QUANTITY RETURNED	NET PRICE	
ABC #105 DIRECT CUMM RAPIOS		COMMON CARRIER					ONG RV 1/0/2023	
62F5ITPIA	FIRES 150 TWIN PAK INSUL ADH 1 4IDX			TO	1000	0		
WFSISIKR15	FIRES 150 STICK INSUL ADH PARTT SGL			DR	0	0		
WFSISIKR25	FIRES 150 STICK INSUL ADH PARTZ SGL			DR	0	0	64	

delivering hope when wish kids need it most

Supply Co. Inc.

Make-A-Wish®

*** ITEMS ON THIS ORDER HAVE BEEN BACKORDERED. ***
 *** THE ITEMS WILL SHIP WHEN AVAILABLE UNLESS CANCELLED BY YOU. ***
 *** CALL TO CANCEL ANY BACKORDERED ITEMS. ***


SUBTOTAL AMOUNT *	FREIGHT	SALES TAX 14.5%
		0.00
TOTAL PAYABLE IN 14 DAYS		\$1,900.00

www.abcsupply.com
www.abcsatlab.com

INVOICE NO. 18050946		CUSTOMER ORDER NO. KTT07122021-WAREHOUS	SHIP VIA COM	SHIP/ACCOUNT NO. 30312800	CUSTOMER NO. 30317000	INVOICE DATE 02/20/22	SHIP DATE 02/01/27	PAGE 1 of 1
						TERMS 2542ND16TH N EOM		SALES REP BU1502
ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	QUANTITY	UNIT	UNIT	UNIT	UNIT
ABC #105 DIRECT CEDAR RM108	COMMON CARRIER							
07PST6124W	FIRESTONE ORDER #0792526 TPO TRUCK #1 OF 5 FINES TPO DRG 12'X180' WHITE	NL	100	0				

delivering hope *

because kids need it most



ABC
Supply Co. Inc.

Make-A-Wish

SUBTOTAL AMOUNT

0.00

TAXES

0.00

TOTAL PAYABLE U.S. DOLLARS

85,841.00



200 4th Avenue South, Suite 100, Nashville, TN 37201
Phone: 1.888.709.8023

INVOICE

INVOICE NUMBER	
91450828	
DATE	PAGE NO.
10/14/2021	1 OF 1

CHARGE TO:	CUSTOMER NO.	SHIP TO:	CUSTOMER NO.
T & K ROOFING COMPANY INC PO Box 279 Ely IA 52227-0279	40000506	T & K ROOFING COMPANY INC 101 T&K Drive Ely IA 52227-0279	40000506

SALES ORDER		P.O. NUMBER		ORDERED	REQUEST	SHIPPED	ORDER CREATED	FREIGHT TERMS	
20796033				07/28/2021	07/28/2021	10/14/2021	Matt Adams	PP	
CURRENCY		DELIVERY		WEIGHT	SHIP VIA		SHIP POINT / PLANT		
USD		0800984091		6,709.248	CIRCLE B ENTERPRISES, LLC		FSBP DeForest Production		
COUNTRY OF ORIGIN		QUOTE #		SALES REP		PAYMENT TERMS			
US		10222086		KELLER & ASSOCIATES		2%60 / Net 61 Days			
ITEM	MATERIAL NO.	DESCRIPTION			U/M	ORDERED	SHIPPED	PRICE	EXT PRICE
20	W841112208	ISOGARD GL/GL 2.20 4x8			FT2	16129	16128		

TRUCK 14

Subtotal
Ship Chg FTL
Total 13,020.97

REMIT TO:
Firestone Building Products, LLC
PO Box 93661 Chicago, IL 60673
Or ACH: Transit # 071923226 / Account # 0998702 / Swift code CHASUS33

FIRESTONE BUILDING PRODUCTS COMPANY, LLC PAYABLE IN US FUNDS
PAST DUE INVOICES SUBJECT TO 16% EFFECTIVE ANNUAL INTEREST, NOT TO EXCEED THE MAXIMUM PERMITTED BY STATE LAW
07/10/2022 06:18:45



200 4th Avenue South, Suite 100, Nashville, TN 37201
Phone: 1.888.709.8023

INVOICE

INVOICE NUMBER	
91491656	
DATE	PAGE NO.
01/21/2022	1 OF 1

CHARGE TO:	CUSTOMER NO.	SHIP TO:	CUSTOMER NO.
T & K ROOFING COMPANY INC PO Box 279 Ely IA 52227-0279	40000506	T & K ROOFING COMPANY INC 101 T&K Drive T&K Roofing Ely IA 52227	40000506

SALES ORDER	P.O. NUMBER	ORDERED	REQUEST	SHIPPED	ORDER CREATED	FREIGHT TERMS	
20830793	KT11101201	12/01/2021	12/01/2021	01/21/2022	Nick Christopherson	PPA	
CURRENCY	DELIVERY	WEIGHT	SHIP VIA	SHIP POINT PLANT			
USD	0800988313	9,065.000	YRC, INC.	FSBP Prescott Production			
COUNTRY OF ORIGIN	QUOTE #	SALESREP	PAYMENT TERMS				
US		KELLER & ASSOCIATES	2%60 / Net 61 Days				
ITEM	MATERIAL No.	DESCRIPTION	U/M	ORDERED	SHIPPED	PRICE	EXT PRICE
50	W5035800V25	V FORCE VAPOR BARRIER	RL	100	100		

REMIT TO:
Firestone Building Products, LLC
PO Box 93661 Chicago, IL 60673
Or ACH: Transit # 071923226 / Account # 0998702 / Swift code CHASUS33

FIRESTONE BUILDING PRODUCTS COMPANY, LLC PAYABLE IN US FUNDS
PAST DUE INVOICES SUBJECT TO 16% EFFECTIVE ANNUAL INTEREST, NOT TO EXCEED THE MAXIMUM PERMITTED BY STATE LAW
07/10/2022 06:18:45



26 Century Blvd., Suite 205 South Tower, Nashville, TN 37214
Phone: 1.888.709.8023

INVOICE

INVOICE NUMBER	
91544007	
DATE	PAGE NO.
05/20/2022	1 OF 1

CHARGE TO:	CUSTOMER NO.	SHIP TO:	CUSTOMER NO.
T&K ROOFING & SHEET METAL INC T&K ROOFING COMPANY PO BOX 279 ELY IA 52227-0279	40000506	T&K ROOFING & SHEET METAL INC T&K ROOFING COMPANY 894 A Avenue Cedar Rapids IA 52405	40000506

SALES ORDER	P.O.NUMBER	ORDERED	REQUEST	SHIPPED	ORDER CREATED	FREIGHT TERMS	
20849122	Fed Ex	03/07/2022	03/07/2022	05/20/2022	Nick Christopherson	PP	
CURRENCY	DELIVERY	WEIGHT	SHIP VIA	SHIP POINT	PLANT		
USD	0800948110	7,727.616	TMC TRANSPORTATION INC.	FSBP DeForest Production			
COUNTRY OF ORIGIN	QUOTE #	SALESREP	PAYMENT TERMS				
US		KELLER & ASSOCIATES	2%60 / Net 61 Days				
ITEM	MATERIAL No.	DESCRIPTION	U/M	ORDERED	SHIPPED	PRICE	EXT PRICE
10	W851410504	TAPISOGARD GL/GL X (0.5"-1.5") 4x4	FT2	9216	9218		
20	W851411504	TAPISOGARD GL/GL Y (1.5"-2.5") 4x4	FT2	4608	4608		
30	W851211004	TAPISOGARD GL/GL A (1.0"-1.5") 4x4	FT2	7296	7296		
40	W851211504	TAPISOGARD GL/GL B (1.5"-2.0") 4x4	FT2	4992	4992		

Subtotal
Ship Chg FTL
Total 21,434.16

REMIT TO:
Firestone Building Products, LLC
PO Box 93661 Chicago, IL 60673
Or ACH: Transit # 071923226 / Account # 0998702 / Swift code CHASUS33

FIRESTONE BUILDING PRODUCTS COMPANY, LLC PAYABLE IN US FUNDS
PAST DUE INVOICES SUBJECT TO 16% EFFECTIVE ANNUAL INTEREST, NOT TO EXCEED THE MAXIMUM PERMITTED BY STATE LAW
07/10/2022 06:18:45

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 oversight 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 above-named 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.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

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 8th day of August, 2022.

Kerin Wright, City Clerk

W:\OFFICE\COUNCIL\RESOLUTIONS\2022-2023\019-28E AGRMT TOWNSHIP TRUSTEES.DOC

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, Iowa, 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 Iowa 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 NRPFA. Any conflicts between the NRPFA 28E Agreement and this Agreement, if conflicts exist, all parties agree the terms of this agreement shall supersede the NRPFA 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 NRPFA, 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 County, Iowa, this ____ day of _____, 2022.

NRFPA	City of Nevada
Milford Township_____	Mayor_____

Grant Township_____	City Clerk_____
---------------------	-----------------

Nevada Township_____

Richland Township_____

Notary:	Signed before me this _____day of_____, 2022.
	Signature:_____

ITEM # _____
DATE: 08-08-2022

COUNCIL ACTION FORM

AGENDA ITEM: Fire department purchase of a fire extinguisher training prop using 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 goggles 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.

 GRAVITY JACK

157 S Howard St.
Suite 605
Spokane, WA 99201



SIMSAFE

Fire Training

Estimate

Name / Address

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

Item	Description	Qty	Rate	Total
Triple SIMSAF...	Single Starter Package SimsafeVR Fire Training Simulator	2	8,500.00	17,000.00T
Triple SIMSAF...	Miracast Device	1	199.00	199.00T
	Six headsets with controllers			
	Pelican cases			
	Software on Devices			
Reimb Exp.C	Shipping	1	300.00	300.00T
	Out of State		0.00%	0.00
Rep: Jennifer Richey, jrichey@gravityjack.com. Additional Contact: accounting@gravityjack.com			Total	\$17,499.00



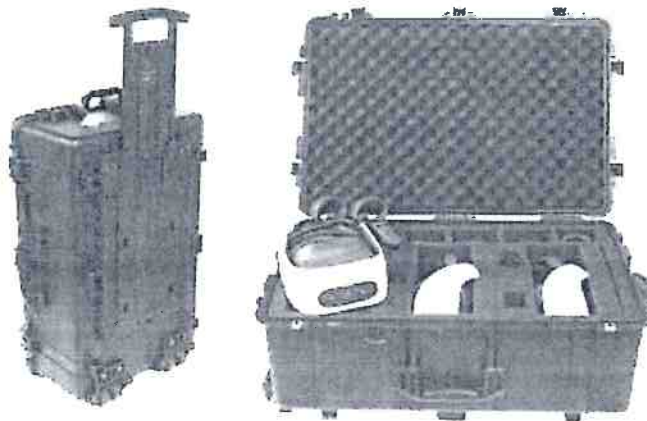
SIMSAFE VR Fire Training

TRIPLE PACKAGE

\$8,995

Three Headsets

Case LWD: 31.59" x 20.47" x 12.45"

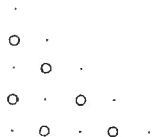
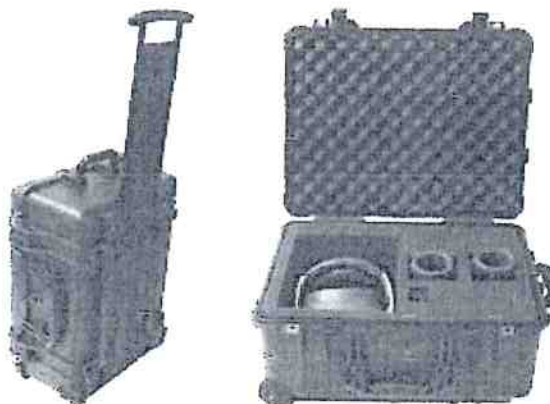


SINGLE PACKAGE

\$5,995

One Headset

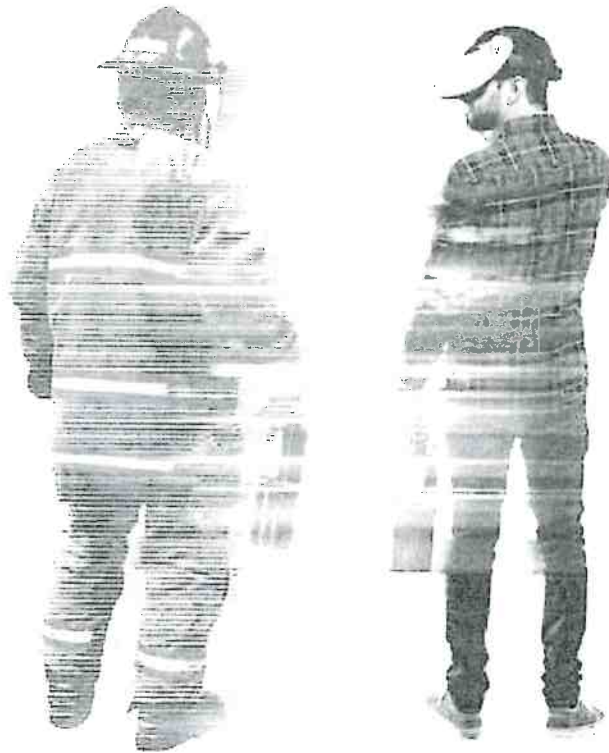
Case LWD: 22.07" x 17.92" x 10.42"





SIMSAFE

VR Fire Training



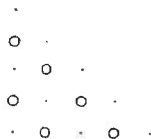
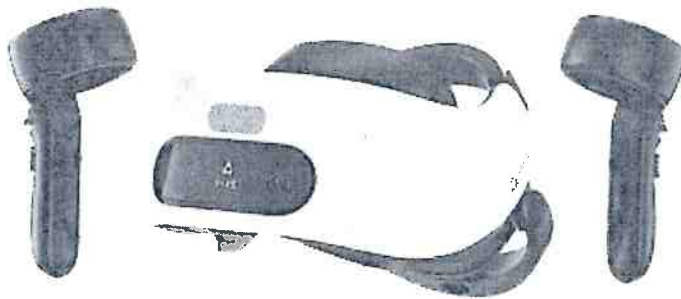


*SIM***SAFE**

VR Fire Training

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 P.A.S.S. 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.



SIMSAFE *VR Fire Training*

THE FUTURE EXPERIENCE

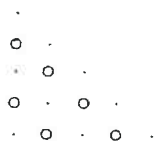
SIMSAFE does away with archaic measures by providing a portable, yet immersive experience. VR training is as simple as plug-and-play, working in literally any room with ample space.

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.

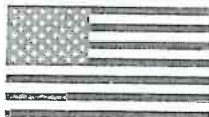
But don't take our word for it; seeing is believing after all.

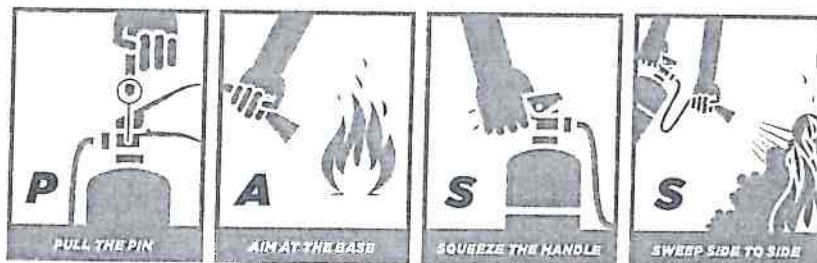
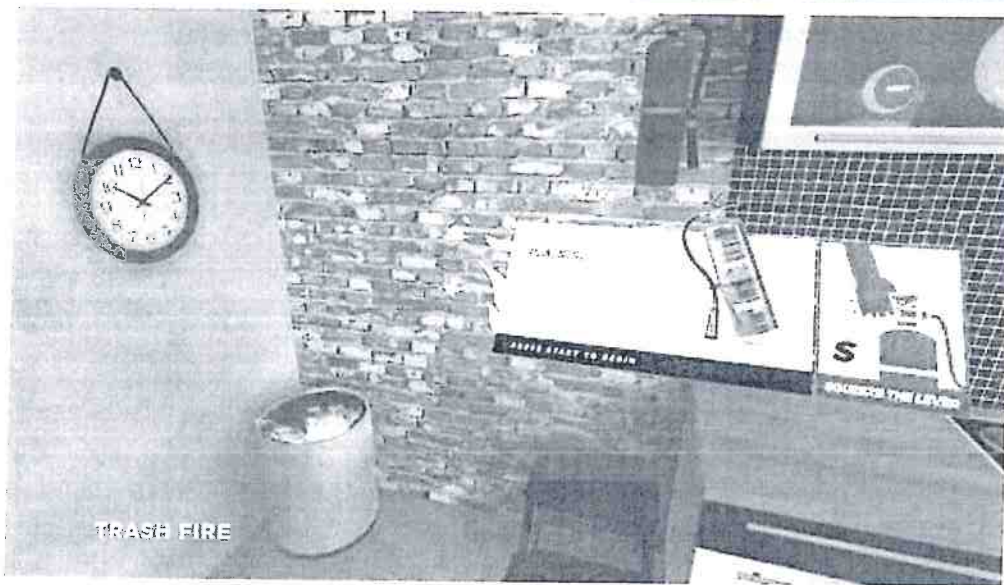
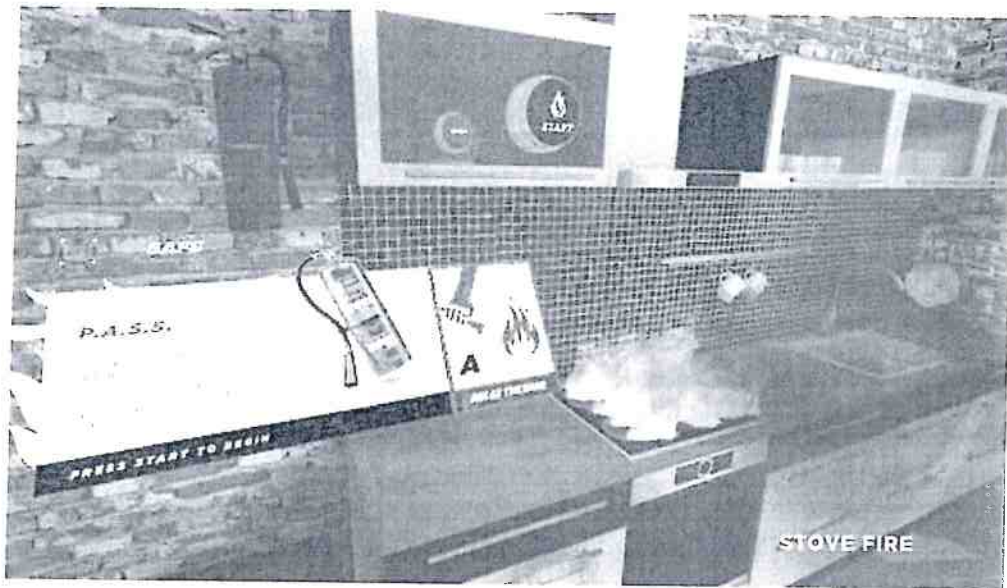
FIND OUT MORE

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



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
CSO, Chief Strategy Officer
Gravity Jack, Inc.

+1 (509) 370-4369
jrichey@gravityjack.com
www.gravityjack.com

 GRAVITY JACK



On July 22, 2022 at 9:20:50 AM, Ray Reynolds (rreynolds@cityofnevadaaiowa.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 <jrichey@gravityjack.com>
Sent: Friday, July 22, 2022 10:53 AM
To: Ray Reynolds <RReynolds@cityofnevadaaiowa.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
1.00	LionTE-BEPB03-P#	BullsEye Digital Fire Extinguisher Training System - Plus Package - Includes: ATC01DP Transport Case for ATTACK Digital Fire Training Panel and Bulls	\$16,646.95	\$16,646.95

* Sales tax will be applied to customers who have not provided a tax exempt certificate.

Sub Total \$16,646.95

* Quote Created on 07/28/2022

Shipping TBD

* Shipping is an estimate, Actual Shipping will be reflected on Invoice.

Total \$16,646.95

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	Item	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	\$650.95

* Sales tax will be applied to customers who have not provided a tax exempt certificate.

Sub Total \$1,643.90

* Quote Created on 07/28/2022

Shipping TBD

* Shipping is an estimate, Actual Shipping will be reflected on Invoice.

Total \$1,643.90

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.



BULLSEYE® PLUS PACKAGE LIMITED TIME OFFER

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

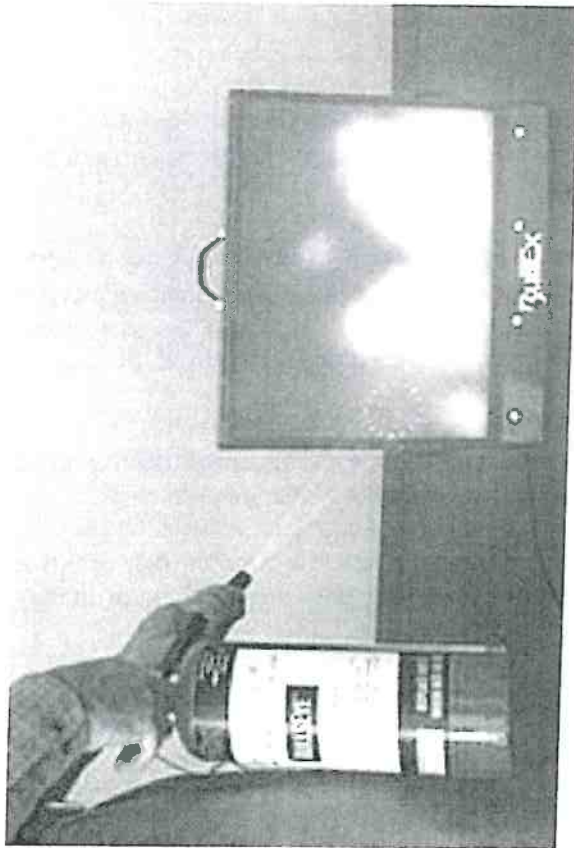
BBEPB03-P#

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.



DISCLAIMER: Offer valid on purchase orders received by September 30, 2022. Sales price excludes taxes, shipping, and delivery charges. Offer valid in the United States, Canada, Central



Kim Reynolds
Governor
Adam Gregg
Lt. Governor



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

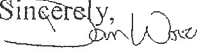
Dear Ray Reynolds:

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.

Sincerely,


Dan Wood
Iowa State Fire Marshal
Department of Public Safety

ACCEPTED AND AGREED:

 7-21-22

Fire Chief or Designee (signature)/Date

STATE FIRE MARSHAL DIVISION • 215 EAST 7TH STREET • DES MOINES, IOWA 50319-0047 • 515-725-6145

Integrity, Fairness, Respect, Honesty, Courage, Compassion, Service

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:

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.

ACCEPTED AND AGREED TO:

Nevada Fire Department

Fire Department

Dan Wood

Iowa State Fire Marshal (printed)



Iowa State Fire Marshal (signature)/Date

Ray Reynolds

Fire Chief or Designee (printed)



7-21-22
Fire Chief or Designee (signature)/Date

Dept Name ⁽¹⁾	Nevada Fire Department 1209 6th St Nevada, IA 50201
--------------------------	---

[illegible]

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.

(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, (4) Date of purchase, (5) Category item belongs to: personnel/staff time, training/educational materials, or equipment, (6) Total amount spent for item listed, (7) Running balance of grant funds remaining.

Fire Chief or Designated Officer

Purchasing Instructions:

Washer Extractors:

1. 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
gutten@dps.state.ia.us

Item # 106
Date: 8/8/2022

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the August 8, 2022 Council Agenda

Business Name Nevada Jaycees Phone Number _____

Address 220 # Ave

Manager's Name William Harrison Phone Number _____

Address _____

Owners Name _____ Phone Number _____

Address _____

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

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

8-2-22
Date

[Signature]
FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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

Post signs NO private alcohol inside Band event



State of Iowa

Alcoholic Beverages Division

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	ZIP		
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	LAST DAY OF BUSINESS	
Aug 24, 2022	Aug 28, 2022		
SUB-PERMITS			
Class B Beer Permit			

PRIVILEGES



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Nonprofit corporation organized under chapter 504.

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
William Harrison	Nevada	Iowa	50201	board member	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

Aug 24, 2022

POLICY EXPIRATION DATE

Aug 29, 2022

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

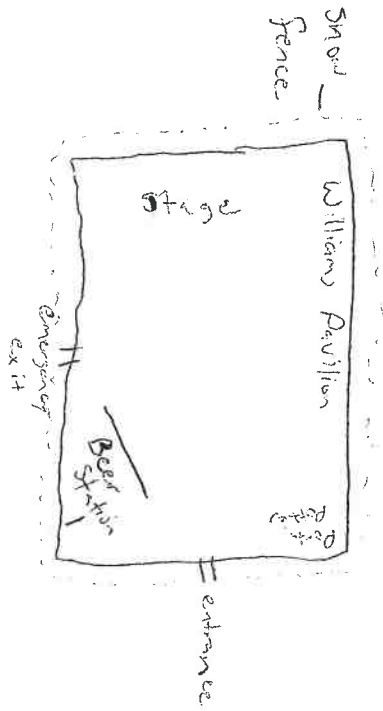
BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

I Ave

2



Beer Station 1 - 11:30 AM - 12 PM
 Beer Station 2 - 5:00 PM - 8:00 PM or
 end of rodeo

1st St

Second Street

Rodeo

G Ave
 Beer Station 2
 Rodeo
 Lintner



CITY OF
NEVADA

Item # 100

Date: 8/8/2022

City Hall | 1209 6th Street | Nevada, IA 50201-0000
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 19th 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



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

AGENDA

Planning & Zoning Commission

July 18th, 2022 6:15pm

Council Chambers, City Hall 1209 6th 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 22nd, 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. 19th 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 14th, 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 19th 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. 19th 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 South 11th Street
Nevada, IA 50201

2. Legal Description (attach if lengthy): Section 18 Township 93 Range 22 E1/2
NE DEC 1089's of NE

3. Project Name & Project Description Cass/Doty Rental Property
Turn existing building into a four unit rental.
Eventually adding more Tri-Plex Rental units
on the same property

4. Applicant: Mike Doty

Address: 65173 260th St Nevada IA 50201
(Street) (City) (State) (Zip)

Telephone: 515-290-3293
(Home) (Business) (Fax)

5. Property Owner: Cass/Doty LLC

Address: 25870 Country Club Road Nevada IA 50201
(Street) (City) (State) (Zip)

Telephone: 515-290-3293 or 515-290-7728
(Home) (Business) (Fax)

Special Use Permit

Page 2

6. Contact Person: Mike Doty

Address: 65173 2nd St Nevada IN 82501
(Street) (City) (State) (Zip)

Telephone: 515-240-3293
(Home) (Business) (Fax)

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

Signed by: Mike Doty 6/1/22
(Applicant) (Date)

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

and: Cos/Doty LLC Mike Doty 6/1/22
(Property Owner) (Date)

and: Mike Doty 6/1/22
(Contact Person) (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

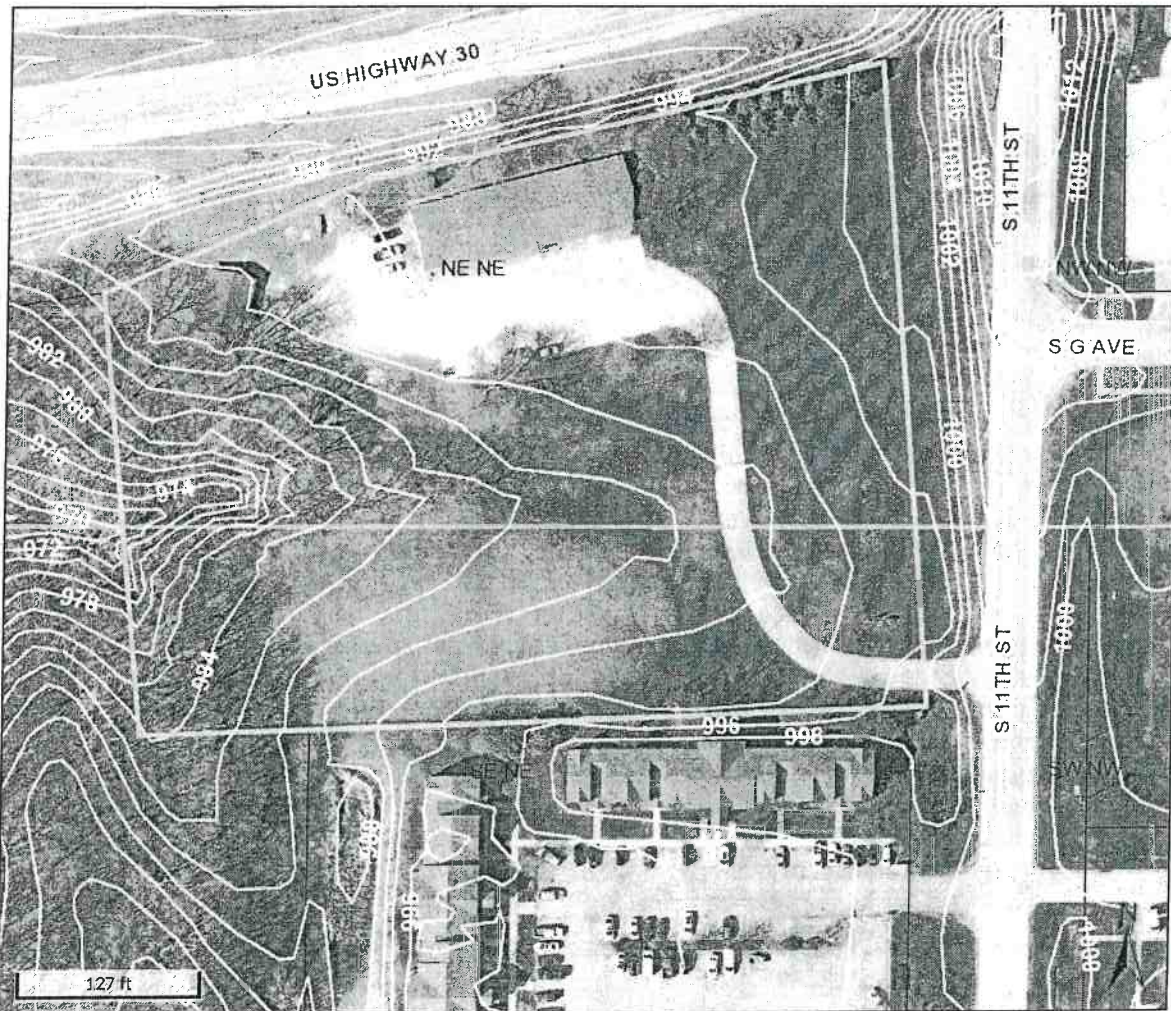
The property is zoned light commercial now and we would eventually like to change the property to residential. It will be approximately 5 acres and add up to around 30 new individual living spaces.

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.

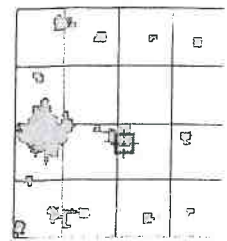
There is a copy of the assessor's page, showing the legal description, owners name, and address of the lot. Also on this page is a water shed contour of the land currently. When completed the land will all continue to drain to the same area, just a little less slope than it currently has which will allow 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.



Overview



Legend

-  Parcels
-  Lots
-  Townships
-  Corporate Limits
-  Road Centerlines
-  Contours 2ft

Parcel ID	1118245100	Alternate ID	1118245100	Owner Address	CASS-DOTY LLC
Sec/Twp/Rng	18-83-22	Class	C - COMMERCIAL		25870 COUNTRY CLUB RD
Property Address	510 S 11TH ST	Acreage	n/a		NEVADA, IA 50201
	NEVADA				
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**
GEOSPATIAL

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. 11th 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 Eighty-three (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, Iowa 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 Right-of-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 1/2'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 11th 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

PROPOSED

Item # 10E
Date: 8/8/2022

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. 18th Street, and 19th 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 through 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

PROPOSED

Item # 10F
Date: 8/8/2022

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. 18th Street and 19th 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 _____ day of _____, _____.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

City of Nevada, Iowa

August 8, 2022



WWTP Project and SRF Financing Review



D A DAVIDSON
FIXED INCOME CAPITAL MARKETS

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 22nd 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 WTP 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 1st).**

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.

SRF Financing Plan – Remaining Portions



- 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 24th for September approval.
 - First ordinance reading planned for Monday, August 22nd.

7



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).

8



P.202

City Sewer Fund Historical Performance



	Audit FY 2016-17	Audit FY 2017-18	Audit FY 2018-19	Audit FY 2019-20	Audit FY 2020-21	Actual FY 2021-22
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	\$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%

Summary of Projection



- 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 Iowa 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.**

11



Proposed Sewer User Rates (\$6 million Cash Applied)



	Actual FY 19-20	Actual FY 20-21	Actual FY 21-22	Current FY 22-23	Proposed 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 22nd Council meeting.
 - ✓ **Rates can be made effective starting 2023.**

12



- D.A. Davidson is prepared to work with Kerin to complete the SRF loan application for August 24th deadline.
 - ✓ **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 22nd agenda.
- Burke portion of financing will move forward once final agreement is executed.
 - ✓ 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					
Sources:	01/29/2021	04/30/2021	01/28/2022	09/30/2022	09/30/2022	
	01/29/2021	04/30/2021	01/28/2022	09/30/2022	09/30/2022	
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	1,360,000.00	10,000,000.00	10,000,000.00	6,000,000.00	16,120,000.00	64,318,000.00
Total						

Uses:	Sewer Revenue Bonds, Series 2021 (WWTP - SRF Phase I)	Taxable Sewer Revenue Bonds, Series 2021A (WWTP - SRF Phase II, Part A)	Taxable Sewer Revenue Bonds, Series 2022A (WWTP - 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	1,133,757.00					1,133,757.00
Phase I - Engineering Construction Services	199,000.00					199,000.00
Planning & Design (Engineering/Design/Feasibility)		2,001,432.95		244,856.05	776,911.00	3,023,000.00
Phase II - WWTP Improvements		6,984,763.81	9,631,935.92	10,019,850.27	9,213,450.00	35,850,000.00
Alliant Energy Electric Install		325,300.00				325,300.00
Phase II - Engineering Construction Services		598,503.24	278,064.08	665,157.68	533,275.00	2,075,000.00
Phase III - Lift Station				5,258,211.00	1,818,789.00	7,077,000.00
Phase III - Engineering Construction Services				520,100.00	179,900.00	700,000.00
Phase IV - Trunk Line Improvements				9,205,027.00	3,183,973.00	12,389,000.00
Phase IV - Engineering Construction Services				743,000.00	257,000.00	1,000,000.00
	1,332,757.00	9,910,000.00	9,910,000.00	26,656,002.00	15,963,298.00	63,772,057.00
Delivery Date Expenses:						
Cost of Issuance	18,400.00	40,000.00	40,000.00	77,095.00	75,300.00	250,795.00
IFA Initiation Fee	6,800.00	50,000.00	50,000.00	104,190.00	80,600.00	291,590.00
	25,200.00	90,000.00	90,000.00	181,285.00	155,900.00	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

BOND DEBT SERVICE BREAKDOWN

City of Nevada, Iowa - Sewer Fund
WWTP Project - Combined Financing

Period Ending	Sewer Revenue Bonds, Series 2021 (WWTP - SRF Phase I)	Taxable Sewer Revenue Bonds, Series 2021A (WWTP - SRF Phase II, Part A)	Taxable Sewer Revenue Bonds, Series 2022A (WWTP - 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
06/01/2021	9,217.78	218,222.22	68,333.33			9,217.78
06/01/2022	28,200.00	637,980.00	201,000.00	419,496.50	324,743.33	314,755.55
06/01/2023	86,180.00	638,220.00	637,980.00	628,110.00	1,125,570.00	1,669,399.83
06/01/2024	87,000.00	637,280.00	638,220.00	628,080.00	1,125,310.00	3,114,890.00
06/01/2025	86,540.00	637,280.00	638,180.00	628,050.00	1,125,480.00	3,113,670.00
06/01/2026	86,280.00	637,800.00	638,180.00	628,020.00	1,125,050.00	3,113,530.00
06/01/2027	87,000.00	637,400.00	637,880.00	623,960.00	1,125,020.00	3,113,410.00
06/01/2028	86,880.00	637,740.00	637,400.00	623,960.00	1,125,020.00	3,113,290.00
06/01/2029	86,340.00	637,880.00	637,740.00	623,960.00	1,125,040.00	3,113,140.00
06/01/2030	86,980.00	637,820.00	637,880.00	623,960.00	1,125,060.00	3,112,930.00
06/01/2031	87,160.00	637,560.00	637,820.00	623,870.00	1,125,390.00	3,113,640.00
06/01/2032	86,580.00	638,100.00	637,560.00	623,840.00	1,125,000.00	3,113,220.00
06/01/2033	86,700.00	637,420.00	638,100.00	623,810.00	1,125,890.00	3,113,660.00
06/01/2034	86,220.00	637,540.00	637,420.00	623,750.00	1,125,000.00	3,113,920.00
06/01/2035	86,720.00	638,120.00	637,540.00	623,720.00	1,125,360.00	3,111,960.00
06/01/2036	87,180.00	637,440.00	637,440.00	623,690.00	1,124,910.00	3,112,810.00
06/01/2037	86,600.00	637,560.00	638,120.00	623,660.00	1,125,650.00	3,113,370.00
06/01/2038	87,000.00	637,780.00	637,560.00	623,630.00	1,125,520.00	3,113,620.00
06/01/2039	86,360.00	637,760.00	637,780.00	623,600.00	1,125,520.00	3,113,520.00
06/01/2040	86,700.00	637,500.00	637,760.00	623,570.00	1,125,620.00	3,113,050.00
06/01/2041			637,500.00	1,344,970.00	1,125,790.00	3,113,180.00
06/01/2042				2,355,970.00		3,107,860.00
06/01/2043				2,356,380.00		2,355,970.00
06/01/2044				2,356,200.00		2,356,380.00
06/01/2045				2,356,400.00		2,356,200.00
06/01/2046				2,355,920.00		2,356,400.00
06/01/2047				2,355,730.00		2,355,920.00
06/01/2048				2,355,740.00		2,356,730.00
06/01/2049				2,355,950.00		2,355,740.00
06/01/2050				2,356,270.00		2,355,950.00
06/01/2051				2,356,640.00		2,356,270.00
06/01/2052						2,356,640.00
	1,684,417.78	12,335,382.22	12,386,493.33	36,591,656.50	21,706,283.33	84,704,233.16

City of Nevada, Iowa
Sewer Enterprise Fund

DRAFT: Preliminary, subject to change

EXHIBIT S
30-year Term (3%)
\$6 million cash applied

Assumptions	
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%

Revenue Adjustments	
07/01/16	3.00%
07/01/17	2.90%
07/01/18	0.00%
07/01/19	0.00%
07/01/20	20.01%
07/01/21	13.98%
07/01/22	25.24%
07/01/23	47.85%
07/01/24	0.00%
07/01/25	0.00%
07/01/26	0.00%
07/01/27	0.00%

	Audit FY 2017-18	Audit FY 2018-19	Audit FY 2019-20	Audit FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Projected FY 2023-24	Projected FY 2024-25	Projected FY 2025-26	Projected FY 2026-27	Projected FY 2027-28
SEWER RATES											
Monthly Minimum Charge 1	\$8.44	\$8.44	\$8.44	\$10.13	\$12.16	\$20.00	\$20.00	\$20.00	\$20.40	\$20.40	\$20.40
Sewer Construction Fee 2	\$1.69	\$1.69	\$1.69	\$2.03	\$2.44	\$5.00	\$14.00	\$14.00	\$14.30	\$14.30	\$14.30
Usage Charges (per 1,000 gallons)											
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 6	\$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	209	209	209
City 8	0	0	0	0	0	0	0	0	0	0	0
Government 9	27	27	25	25	25	25	25	25	25	25	25
Industrial 10	9	9	9	9	9	9	9	9	9	9	9
Residential 11	2,467	2,483	2,526	2,526	2,526	2,526	2,526	2,526	2,526	2,526	2,526
Sewer Users - Total 12	2,711	2,723	2,769	2,769	2,769	2,769	2,769	2,769	2,769	2,769	2,769
SEWER CONSUMPTION (CUBIC FEET)											
Commercial 13	1,562,652	1,562,652	1,562,652	1,562,652	1,562,652	1,562,652	1,562,652	1,562,652	1,562,652	1,562,652	1,562,652
City 14	0	0	0	0	0	0	0	0	0	0	0
Government 15	88,452	88,452	88,452	88,452	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	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	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	2,669,568	2,669,568	2,669,568	2,669,568
SEWER CONSUMPTION (1,000 GALLONS)											
Commercial 19	11,690,200	11,690,200	11,690,200	11,690,200	11,690,200	11,690,200	11,690,200	11,690,200	11,690,200	11,690,200	11,690,200
City 20	0	0	0	0	0	0	0	0	0	0	0
Government 21	661,709	661,709	661,709	661,709	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	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	7,553,685	7,553,685	7,553,685	7,553,685
Sewer Consumption - Total 24	19,971,038	19,971,038	19,971,038	19,971,038	19,971,038	19,971,038	19,971,038	19,971,038	19,971,038	19,971,038	19,971,038

Assumptions	
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%

Revenue Adjustments							\$6 million
07/01/16	3.00%	07/01/19	0.00%	07/01/22	20.24%	07/01/25	2.00%
07/01/17	2.90%	07/01/20	20.01%	07/01/23	47.88%	07/01/26	0.00%
07/01/18	0.00%	07/01/21	19.98%	07/01/24	0.00%	07/01/27	0.00%

	Audit FY 2017-18	Audit FY 2018-19	Audit FY 2019-20	Audit FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Projected FY 2023-24	Projected FY 2024-25	Projected FY 2025-26	Projected FY 2026-27	Projected FY 2027-28
OPERATING REVENUES											
Use of money and property	\$322,179	\$126,674	\$123,398	\$264,272	\$334,405	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000
Minimum revenues	274,570	275,785	280,444	336,600	404,052	664,560	664,560	664,560	677,851	677,851	677,851
Construction Fees	54,979	55,222	56,155	67,453	81,076	166,140	465,192	465,192	475,160	475,160	475,160
Usage Revenues	731,265	868,740	868,740	1,042,488	1,250,187	1,250,187	1,997,104	1,997,104	2,037,046	2,037,046	2,037,046
Burke Agreement Debt Payments	0	0	0	0	0	54,124	1,125,570	1,125,310	1,125,480	1,125,050	1,125,020
Miscellaneous	965	291	403	224	224	224	224	224	224	224	224
Total Operating Revenues	\$1,383,958	\$1,326,713	\$1,329,341	\$1,711,037	\$2,069,945	\$2,260,235	\$4,377,650	\$4,377,390	\$4,440,761	\$4,440,331	\$4,440,301
OPERATING EXPENSES											
Cost of Sales and Services	\$619,448	\$750,986	\$759,379	\$958,462	\$906,194	\$913,256	\$924,408	\$933,653	\$942,989	\$952,419	\$961,943
Reserved	0	0	0	0	0	0	0	0	0	0	0
Depreciation	0	0	0	0	0	0	0	0	0	0	0
Total Operating Expense	\$619,448	\$750,986	\$759,379	\$958,462	\$906,194	\$913,256	\$924,408	\$933,653	\$942,989	\$952,419	\$961,943
OPERATING INCOME	\$764,510	\$575,727	\$569,962	\$752,575	\$1,163,751	\$1,344,979	\$3,453,241	\$3,443,737	\$3,497,772	\$3,487,912	\$3,478,358
Add Back: Depreciation	0	0	0	0	0	0	0	0	0	0	0
Investment Interest	13,830	63,831	72,488	77,908	10,976	13,190	9,041	9,703	9,501	10,275	6,364
Net Revenues for Debt Service	\$778,340	\$639,558	\$642,450	\$830,483	\$1,174,727	\$1,374,169	\$3,462,282	\$3,453,440	\$3,507,274	\$3,498,188	\$3,484,722

Assumptions	
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%

Revenue Adjustments	
07/01/16	3.00%
07/01/17	2.90%
07/01/18	0.00%
07/01/19	0.00%
07/01/20	2.50%
07/01/21	2.50%
07/01/22	2.50%
07/01/23	2.50%
07/01/24	2.50%
07/01/25	2.50%
07/01/26	2.50%
07/01/27	2.50%

	Audit FY 2017-18	Audit FY 2018-19	Audit FY 2019-20	Audit FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Projected FY 2023-24	Projected FY 2024-25	Projected FY 2025-26	Projected FY 2026-27	Projected FY 2027-28
Net Revenues for Debt Service	40	\$778,340	\$639,558	\$642,450	\$830,483	\$1,174,727	\$1,374,169	\$3,453,440	\$3,507,274	\$3,498,188	\$3,484,722
SEWER DEBT SERVICE											
Series 1995 Sewer SRF	41	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Series 2021 Sewer SRF (Phase I)	22	\$0	\$0	\$0	\$6,231	\$86,180	\$87,000	\$86,780	\$86,540	\$86,280	\$87,000
Series 2021A Sewer SRF (Phase II, Part A)	23	0	0	0	0	637,980	637,280	637,280	638,180	637,880	637,400
Series 2022A Sewer SRF (Phase II, Part B)	24	0	0	0	0	201,000	637,980	638,220	637,280	638,180	637,880
Series 2022B Sewer SRF (Phase II-C, III & IV)	25	0	0	0	0	209,749	636,110	626,050	626,050	626,020	625,990
Series 2022C Sewer SRF (Burke Portion)	26	0	0	0	0	54,114	1,125,570	1,125,310	1,125,480	1,125,050	1,125,020
Reserved	27	0	0	0	0	0	0	0	0	0	0
Total Sewer Revenue Debt	28	\$0	\$0	\$0	\$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	\$0	\$0	\$0	\$0	\$0
Reserved	29	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Other Sewer Debt (G.O.)	30	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Debt Service Paid by Sewer	31	\$0	\$0	\$0	\$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	n/a	n/a	n/a	6.27 X	1.16 X	1.11 X	1.11 X	1.13 X	1.12 X	1.12 X
Net Revenues / All Debt	30	n/a	n/a	n/a	6.27 X	1.16 X	1.11 X	1.11 X	1.13 X	1.12 X	1.12 X
CASH FLOW AFTER DEBT											
Bond/Note Proceeds	32	0	0	0	11,939,211	185,136	347,402	339,770	393,744	384,778	371,432
Transfer (to)/from Restricted	33	(314,276)	(337,038)	(347,411)	(356,497)	41,771,167	0	0	0	0	0
Other Sources/(Uses) of Cash	34	(348,430)	(341,700)	0	664,991	2,785,745	0	0	0	0	0
Capital Projects	35	(25,038)	(30,004)	(1,242,443)	(12,427,774)	2,000,000	0	0	0	0	0
Annual Surplus / (Deficit)	36	\$90,596	(\$69,184)	(\$947,404)	\$807,377	(47,986,167)	(215,000)	(380,000)	(239,000)	(1,167,000)	(215,000)
UNRESTRICTED CASH											
Beginning Unrestricted Cash	37	\$1,514,820	\$1,605,416	\$1,536,232	\$588,828	\$3,052,220	\$1,808,101	\$1,940,503	\$1,900,273	\$2,055,017	\$1,272,794
Ending Unrestricted Cash	38	\$1,605,416	\$1,536,232	\$588,828	\$2,244,843	\$1,808,101	\$1,940,503	\$1,900,273	\$2,055,017	\$1,272,794	\$1,429,227
Cash as % of Expenses	39	259.2%	204.6%	77.5%	336.8%	197.6%	209.9%	203.5%	217.9%	133.6%	148.6%
RESTRICTED & DESIGNATED CASH											
Sewer Bond Sinking Fund	40	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer Debt Service Reserve Fund	41	0	0	0	0	0	0	0	0	0	0
Sewer Deposits	42	0	0	0	0	0	0	0	0	0	0
Sewer Construction	43	1,387,632	1,724,670	2,072,081	2,429,248	2,785,745	0	0	0	0	0
Sewer EPA	44	0	0	0	0	0	0	0	0	0	0
Sewer revolving	45	0	0	0	0	0	0	0	0	0	0
Sewer capital revolving	46	0	0	0	0	0	0	0	0	0	0
Bond Proceeds	47	0	0	0	0	0	0	0	0	0	0
Total Restricted Cash	48	\$1,387,632	\$1,724,670	\$2,072,081	\$2,429,248	\$2,785,745	\$0	\$0	\$0	\$0	\$0
TOTAL CASH	49	\$2,993,048	\$3,260,902	\$2,660,909	\$5,837,965	\$1,808,101	\$1,940,503	\$1,900,273	\$2,055,017	\$1,272,794	\$1,429,227

Assumptions	
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%

Revenue Adjustments					
07/01/15	3.00%	07/01/19	0.00%	07/01/22	16.34%
07/01/17	2.90%	07/01/20	10.01%	07/01/23	47.83%
07/01/18	0.00%	07/01/21	10.93%	07/01/24	0.00%
				07/01/25	2.00%
				07/01/26	0.00%
				07/01/27	0.00%

	Audit FY 2017-18	Audit FY 2018-19	Audit FY 2019-20	Audit FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Projected FY 2023-24	Projected FY 2024-25	Projected FY 2025-26	Projected FY 2026-27	Projected FY 2027-28
Projected Sewer Capital Improvement Plan:											
WWTP, Nutrient Removal (transfer to WWCF)											
WWTP, Plant Build											
Lift Station											
Trunk Line Project Improvements											
19th St., Fawcett Pkwy to H Ave., 15th to 19th											
Televising											
CBD Sanitary Sewer Improvements											
Sewer lining (CIPP) and manhole rehab - 17-18 blocks											
Lincoln Highway Reconstruction, 1st to 3rd											
Lincoln Highway Reconstruction, 11th to 14th											
S 11th St - E Ave to S D, Line Sewer											
E Ave - 11th to 8th, Sewer Replacement											
Total	\$1,740,000	\$4,591,679	\$12,204,211	\$47,986,167	\$215,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000

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

August 2022						
S	M	T	W	T	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	31			

September 2022						
S	M	T	W	T	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	

Rate Adjustment Steps	Financing Action Items
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Monday, August 8th
Council Meeting:

- Council reviews projected rate adjustments

NO LATER THAN August 24th:

- Complete and submit construction loan application (with pro forma) to Iowa Finance Authority for approval at September 7th Board meeting

Monday, August 22nd
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 12th
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 26th
Council Meeting:

- Council considers third reading of rate ordinance
- Council adopts sewer rates

Friday, September 30th
(no meeting required)

- Closing / first draw of funds by City

Item # 104
Date: 8/8/2022

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, Iowa 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 Iowa Professionals Licensing Bureau and as set forth in Iowa Code Chapter 542B in order to become Iowa 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

City Administrator

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 8th 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 3rd, 2022

Ref: Report for City Council Meeting for Monday, August 8th, 2022

Staffing

Officer Lane VanderHart will graduate from ILEA Basic School on Friday, August 19th, 2022, at 2:00pm. Officer VanderHart will enjoy the weekend before starting Field Training on Monday, August 22nd.

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: 3

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.

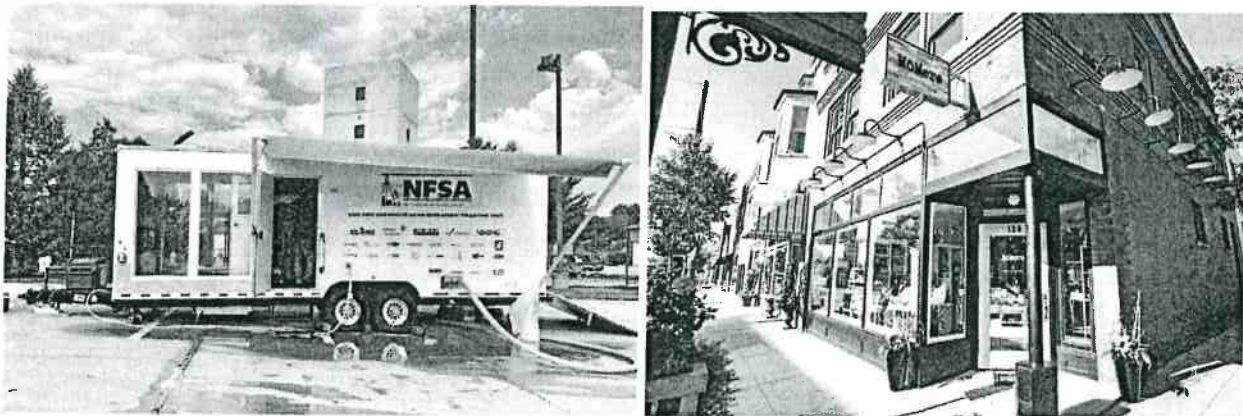
For the fourth year in a row, Verbio Nevada has again planned to open the tower for the 9/11 Memorial Stair Climb. The climb is open to our elected city officials to participate in as well as first responders from the region. Mr. Juan Dominguez will be the key note VIP to speak during the ceremony starting at 3pm on

P. 222

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 re-tread tires when purchased in the early 2000's. The four rear tires were replaced with new tires and not re-tread tires for the safety of those who will be operating the tanker. The new tires were purchased locally inP . 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 25th 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@cityofnevadaiaowa.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 27th – 29th. 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.

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 omitted 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 remodeling of the Motel is continuing.

I have included a recommendation to rezone Story County Hospital's property at 640 S 19th Street.

I have included a Special Use Permit for 510 S. 11th 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.
 - 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 4th.
- Pool will close for the season on August 21st. 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 3rd.
- Tyler Stubbs, Iowa DNR-Fisheries Division, was in Nevada on August 2nd 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 19th 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 thansen@cityofnevada-iowa.org.

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

