



COPY

AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, OCTOBER 24, 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=UERoTDIiUXZHCzZlQl9ML0ZOeElOdz09>

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, October 24, 2022***

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. PUBLIC HEARING(S)
 - A. Proposal to Vacate and Convey City Property
 1. Public Hearing
 2. Resolution No. 044 (2022/2023): A Resolution to Vacate and Convey an Alleyway Adjoining Block Twelve (12) in Burris Addition, in the City of Nevada, Iowa
5. Approval of CONSENT AGENDA (Any item on the Consent Agenda may be removed for separate consideration.)
 - A. Approve Minutes of the Regular Meeting held on October 10, 2022
 - B. Approve Payment of Cash Disbursements, including Check Numbers 78706-78774 and Electronic Numbers 1199-1206 (Inclusive) Totaling \$3,162,522.94 (See attached list) and the First Interstate Purchasing Card for October Payment

- C. Approve Financial Reports for Month of September, 2022
 - D. Approve Renewal of Class C Liquor License Permit and Sunday Sales Privileges for El Mezcalito, 1200 6th Street, Effective 11/18/22
 - E. Receive Recommendation from Planning & Zoning Commission on Rezoning of 625 Academy Circle and Set Public Hearing for November 14th at 6:00 p.m. and Authorize Publication of Notice
 - F. Receive Recommendation from Planning & Zoning Commission on Rezoning of 2000 5th Street, Northview Development and Set Public Hearing for November 14th at 6:00 p.m. and Authorize Publication of Notice
6. PUBLIC FORUM: Time set aside for comments from the public on topics of City business other than those listed on the agenda – no action may be taken. (Please keep your comments to five minutes or less.) This is an opportunity for members of the audience to bring to the Council's attention any item not listed on the agenda. Comments are limited to five (5) minutes per citizen, and the City will notify citizens when their time has expired. Speakers may not yield their times to others, and as a general rule this is not a time for exchange of questions. The Mayor has the authority to reduce the time allowed for comment in accordance with the number of persons present and signed up to speak.

7. OLD BUSINESS

- A. Ordinance No. 1034 (2022/2023): An Ordinance Amending Chapter 55 of the City Code of Ordinances of Nevada, Iowa, 2022, to Allow the Keeping of Bees in the City, third and final reading
- B. Ordinance No. 1035 (2022/2023): An Ordinance Amending the Code of Ordinances of the City of Nevada, Iowa, 2005, by Adding Chapter 159, Vacant Property, to Establish a Vacant Property Code Registration and Maintenance Program, third and final reading
- C. Resolution No. 045 (2022/2023): A Resolution approving the Camelot Theater Agreement
- D. Approve Pay Request No. 4 for the Fieldhouse from HPC LLC in the amount of \$173,832.90
- E. Approve Pay Request No. 3 for 2022 Street Improvements Project from Manatt's, Inc. in the amount of \$1,754.61
- F. Nevada Foundation Human Service Grant Funding process and procedures

8. NEW BUSINESS

- A. Resolution No. 046 (2022/2023): Resolution Deleting Property from the Nevada Urban Renewal Area
- B. Ordinance No. 1036 (2022/2023): An Ordinance Deleting Property From the Tax Increment Financing District for the Nevada Urban Renewal Area of the City of Nevada, Iowa, Pursuant to Section 403.19 of the Code of Iowa, first reading
- C. Resolution No. 047 (2022/2023): Setting Date for Public Hearing on Designation of the Expanded Nevada Urban Renewal Area and on Urban Renewal Plan Amendment
- D. Resolution No. 048 (2022/2023): A Resolution to approve Verbio Wastewater Agreement

- E. Ordinance No. 1037 (2022/2023): An Ordinance Amending Chapter 65 (Stop or Yield Required) for Additional Stop Sign on 14th Street and Yield Signs on J Avenue and Chapter 69 (Parking Regulations) for No Parking on south side of H Avenue between 10th & 15th Street, first reading
- F. Approve Renewal of Class "C" Liquor License and Outdoor Service, Sunday Service Permit for Jessica and Scott Walkner d/b/a/ Do You Bowl 2, 1229 12th Street, Effective October 31, 2022
- G. Neighborhood Improvement Incentive Program Application #2, Flummerfelt Homes, Sunridge Estates in the amount of \$27,990
- H. Approve Purchase of Skid Loader for Streets Department
- I. Approve Purchase of Indoor Play Equipment for Fieldhouse

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

10. ADJOURN

The agenda was posted on the official bulletin board on October 20, 2022, in compliance with the requirements of the open meetings law.

Posted _____

E-Mailed _____

F:\OFFICE\COUNCIL\AGENDAS-COUNCIL\2022-2023\2022-10-24.DOC



MEMO FOR
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, OCTOBER 24, 2022 – 6:00 P.M.

4. PUBLIC HEARING(S)

A. Proposal to Vacate and Convey City Property

1. Public Hearing

2. Resolution No. 044 (2022/2023): A Resolution to Vacate and Convey an Alleyway Adjoining Block Twelve (12) in Burris Addition, in the City of Nevada, Iowa

Enclosed you shall find the public hearing notice and ordinance for the first reading.

7. OLD BUSINESS

A. Ordinance No. 1034 (2022/2023): An Ordinance Amending Chapter 55 of the City Code of Ordinances of Nevada, Iowa, 2022, to Allow the Keeping of Bees in the City, third and final reading

Enclosed you shall find the ordinance to allow the keeping of Bees – third and final reading

B. Ordinance No. 1035 (2022/2023): An Ordinance Amending the Code of Ordinances of the City of Nevada, Iowa, 2005, by Adding Chapter 159, Vacant Property, to Establish a Vacant Property Code Registration and Maintenance Program, third and final reading

Enclosed you shall find the ordinance to establish a Vacant Property Code – third and final reading

C. Resolution No. 045 (2022/2023): A Resolution approving the Camelot Theater Agreement
Enclosed you shall find the resolution outlining the agreement with the Camelot Theater

D. Approve Pay Request No. 4 for the Fieldhouse from HPC LLC in the amount of \$173,832.90

Enclosed you shall find the pay request from HPC LLC and the engineers recommendation

E. Approve Pay Request No. 3 for 2022 Street Improvements Project from Manatt's, Inc. in the amount of \$1,754.61

Enclosed you shall find the pay request from Manatt's and the engineers recommendation

8. NEW BUSINESS

A. Resolution No. 046 (2022/2023): Resolution Deleting Property from the Nevada Urban Renewal Area

Enclosed you shall find the resolution to remove the property at Airport Road in order to start anew for the upcoming projects for Van Houweling and AK System Solutions

- B. Ordinance No. 1036 (2022/2023): An Ordinance Deleting Property From the Tax Increment Financing District for the Nevada Urban Renewal Area of the City of Nevada, Iowa, Pursuant to Section 403.19 of the Code of Iowa, first reading
Enclosed you shall find the ordinance to remove the property at Airport Road in order to start anew for the upcoming projects for Van Houweling and AK System Solutions
- C. Resolution No. 047 (2022/2023): Setting Date for Public Hearing on Designation of the Expanded Nevada Urban Renewal Area and on Urban Renewal Plan Amendment
Enclosed you shall find the resolution setting the date for a public hearing to add the property on Airport Road back to the Urban Renewal Area
- D. Resolution No. 048 (2022/2023): A Resolution to approve Verbio Wastewater Agreement
Enclosed you shall find the resolution approving the agreement, as well as the Verbio Wastewater agreement and DNR Treatment agreement form
- E. Ordinance No. 1037 (2022/2023): An Ordinance Amending Chapter 65 (Stop or Yield Required) for Additional Stop Sign on 14th Street and Yield Signs on J Avenue and Chapter 69 (Parking Regulations) for No Parking on south side of H Avenue between 10th & 15th Street, first reading
Enclosed you shall find the ordinance to amend chapters 65 and 69 relating to stop and yield signs and parking
- F. Approve Renewal of Class "C" Liquor License and Outdoor Service, Sunday Service Permit for Jessica and Scott Walkner d/b/a/ Do You Bowl 2, 1229 12th Street, Effective October 31, 2022
Enclosed you shall find the application from Do You Bowl 2 (formerly Sports Bowl) for Class C Liquor License under new ownership.
- G. Neighborhood Improvement Incentive Program Application #2, Flummerfelt Homes, Sunridge Estates in the amount of \$27,990
Enclosed is the application for funding from Flummerfelt Homes for the NIIP for removing trailers
- H. Approve Purchase of Skid Loader for Streets Department
Enclosed you shall find the action form with options and bids received
- I. Approve Purchase of Indoor Play Equipment for Fieldhouse
Enclosed you shall find the action form with options and quote received from Commercial Recreation Specialists

RESOLUTION NO. 044 (2022/2023)

**A RESOLUTION
TO VACATE AND CONVEY AN ALLEYWAY ADJOINING BLOCK TWELVE (12) IN
BURRIS ADDITION, IN THE CITY OF NEVADA, IOWA**

WHEREAS, The City Council of Nevada, Iowa currently owns property, legally described as:

The alleyway running North and South through Block Twelve (12) in Burris Addition to Nevada, Story County, Iowa

(The "Property"); and

WHEREAS, by Ordinance No. 431 dated January 6, 1958 (a copy attached hereto) the City previously vacated this alleyway however proper conveyance was never recorded; and

WHEREAS, by Resolution No. 029 (2022/2023), the City previously deeded the alleyway adjacent to Cary and Sherri Martin, however the remainder of the alleyway needs to be formally vacated and disposed of; and

WHEREAS, the City reaffirms that it has no use for the Property, that it has not been maintained at public expenses since originally vacated, that the disposal will have no significant impact on public access, and the City will not be inconvenienced by the vacation and conveyance of said Property; and

WHEREAS, the City Council proposes to dispose of the property to the adjacent property owners.

WHEREAS, a resolution was adopted by the City Council of Nevada, Iowa, on October 3, 2022 providing for the proposed vacation and conveyance of all right, title and interest of the City of Nevada, Iowa, in and to the afore-mentioned alleyway; and

WHEREAS, the resolution provided that notice of intention to vacate and convey the alleyway should be given by publication of a Public Notice, in accordance with Iowa Code §364.7, and the notice was duly published in the newspaper as required by law; and

WHEREAS, the resolution provided for a public hearing on the proposed vacation and conveyance, and such hearing has been held; and

WHEREAS, the City Council found and determined that the proposed vacation of said alleyway would serve the public interest.

NOW, THEREFORE, be it resolved by the City Council of Nevada, Iowa:

1. The City of Nevada, Iowa, hereby vacates and conveys all rights, title, and interest in and to the Property.
2. The Mayor is authorized and directed to sign the deed for the conveyance identified above, and the City Clerk is authorized and directed to attest to the Mayor's signature.
3. The City Clerk is authorized and directed to forward the original of the quit claim deed, together with a certified copy of this resolution and of the affidavit of publication of notice of this hearing, to the Story County Recorder's Office for the purpose of causing these documents to be recorded.
4. Upon receipt of the recorded documents back from the Story County Recorder, the City Clerk shall mail the original of the Deed and copies of the other documents to the grantee.
5. Any resolution or part thereof in conflict or inconsistent with this resolution is repealed.

PASSED AND APPROVED this 24th day of October, 2022.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. ____
(2022/2023) be adopted.

AYES: —
NAYS: —
ABSENT: —

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

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. ____ (2022/2023) at the regular Council Meeting of the City of Nevada, Iowa, held on the 24th day of October, 2022.

Kerin Wright, City Clerk

NEVADA CITY COUNCIL - MONDAY, OCTOBER 10, 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 6:01 p.m. on Monday, October 10, 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, Barb Mittman, Dane Nealson, Jason Sampson, Steve Skaggs, Sandy Ehrig. Absent: None.

Staff Present: Erin Clanton, Jordan Cook, Kerin Wright, Erin Mousel, Larry Stevens, Josh Cizmadia

Also in attendance were: Brenda Dryer, Emily Schaack, Karen Selby, Kayla Bergman, Wade Presley, Jason Rudkin, Renae Rudkin, Matt Vermillion

3. APPROVAL OF AGENDA

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

4. Leadership Nevada 2022 Presentation: Class Graduation Project

The Leadership Nevada Group outlined details regarding their project to improve the community by adding an outdoor classroom, both educational and recreational, at the new Wastewater Treatment Facility site.

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 September 26, 2022
 - B. Approve Payment of Cash Disbursements, including Check Numbers 78637-78702 and Electronic Numbers 1191-1198 (Inclusive) Totaling \$308,384.13 (See attached list)
 - C. Approve Renewal of Class E Liquor License, Class B Native Wine Permit, and Sunday Sales Privileges for Good & Quick Co., 519 Lincoln Hwy, Effective December 5, 2022
 - D. Resolution No. 041 (2022/2023): A Resolution setting the time and place to conduct a Public Hearing to Consider the Vacation of City Property
 - E. Resolution No. 042 (2022/2023): A Resolution and Order Regarding Dangerous Building
- After due consideration and discussion the roll was called. Aye: Nealson, Skaggs, Ehrig, Hanson, Mittman, Sampson. Nay: None. The Mayor declared the motion carried.

7. OLD BUSINESS

- A. Ordinance No. 1034 (2022/2023): An Ordinance Amending Chapter 55 of the City Code of Ordinances of Nevada, Iowa, 2022, to Allow the Keeping of Bees in the City, second reading

Motion by Barb Mittman, seconded by Dane Nealson, to **approve Ordinance No. 1034 (2022/2023), second reading.** Following discussion, amended motion by Barb Mittman, seconded by Dane Nealson, to **approve including item 4 and striking item 5 from the Ordinance.** After due consideration and discussion the roll was called. Aye: Mittman, Nealson, Sampson, Skaggs, Ehrig, Hanson. Nay: None. The Mayor declared the

- B. Ordinance No. 1035 (2022/2023): An Ordinance Amending the Code of Ordinances of the City of Nevada, Iowa, 2005, by Adding Chapter 159, Vacant Property, to Establish a Vacant Property Code Registration and Maintenance Program, second reading

Motion by Jason Sampson, seconded by Steve Skaggs, to **approve Ordinance No. 1035 (2022/2023), second reading.** After due consideration and discussion the roll was called. Aye: Sampson, Skaggs, Ehrig, Hanson, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

- C. Approve Pay Request No. 16 for WWTF Improvements-Phase 2 from Williams Brothers Construction Inc. in the amount of \$2,462,683.38

Motion by Sandy Ehrig, seconded by Jason Sampson, to **approve Pay Request No. 16 for WWTF Improvements-Phase 2 from Williams Brothers Construction Inc. in the amount of \$2,462,683.38.** After due consideration and discussion the roll was called. Aye: Ehrig, Sampson, Skaggs, Hanson, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

- D. Approve Pay Request No. 8 for WWTF Improvements-Phase 3 from Boomerang Corp. in the amount of \$463,734.35

Motion by Dane Nealson, seconded by Brian Hanson, to **approve Pay Request No. 8 for WWTF Improvements-Phase 3 from Boomerang Corp. in the amount of \$463,734.35.** After due consideration and discussion the roll was called. Aye: Nealson, Hanson, Mittman, Sampson, Skaggs, Ehrig. Nay: None. The Mayor declared the motion carried.

8. NEW BUSINESS

- A. Resolution No. 043 (2022/2023): A Resolution to approve the Collateral assignment of Development Agreement

Motion by Steve Skaggs, seconded by Brian Hanson, to **adopt Resolution No. 043 (2022/2023).** After due consideration and discussion the roll was called. Aye: Skaggs, Hanson, Mittman, Nealson, Sampson, Ehrig. Nay: None. The Mayor declared the motion carried.

9. ADJOURNMENT

There being no further business to come before the meeting, motion by Dane Nealson, seconded by Sandy Ehrig, to adjourn the meeting. Following voice vote, the Mayor declared the motion carried at 6:40 p.m. the meeting adjourned.

ATTEST:

Brett Barker, Mayor

Kerin Wright, City Clerk

Published: _____

Council Approved: _____

CITY OF NEVADA
CLAIMS REPOT FOR OCTOBER 24, 2022
10/11/22 THRU 10/24/22

VENDOR	REFERENCE	AMOUNT	CHECK #
WAGeworks	FSA 2021 PMTS	2,232.03	1199
ALLIANT	ALL-UTILITIES	4,310.48	78706
MENARDS	PKM-BATHROOM RPR	30.93	78707
WILLIAMS BRO	WWTF-PH2 PR#16	2,462,683.38	78708
BOOMERANG	WWTF-PH3,PR#8	463,734.35	78709
METRONET	ALL-INTERNET SVC	292.20	78710
QUILL CORP	LIB-SUPPLIES	218.54	78711
BAKER & TAYLOR	LIB-MATERIALS	2,775.74	78712
C&K HEATING	LIB-HVAC MAINT	1,134.00	78713
CENTER POINT	LIB-MATERIALS	49.14	78714
TREASURER STATE OF IA	2022 TREASURE HUNT	130.31	78715
CENGAGE	LIB-MATERIALS	37.09	78716
MIDWEST TAPE	LIB-MATERIALS	1,228.01	78717
DOG EARED BOOKS	LIB-MATERIALS	26.38	78718
VERIZON	LIB/WTR/WWT-SVCS	280.07	78719
IAWEA	WWT-SEE/CORNISH CONFERENCE	80.00	78720
WAGeworks	FSA 2021 PMT	187.99	1206
IPERS	IPERS	36,644.66	1200
TREASURER STATE OF IA	STATE TAX	9,006.00	1201
EFTPS	FED/FICA TAX	29,728.29	1202
HUTTON, RYAN	HSA	273.33	1203
SYDNES, KELLAN	HSA	30.00	1204
CORNISH, DEVIN	HSA	50.00	1205
AMER'N FAMILY LIFE	AFLAC	1,120.17	78723
MISSION SQUARE	DEFERRED COMP	887.50	78724
COLLECTION SERVICES CTR	CHILD SUPPORT	483.40	78725
FAREWAY	ADM-STRATEGIC PLANNING	64.33	78726
HAWKINS	WTR-AZONE 15	3,653.97	78727
KEY COOP	WTR-DIESEL	2,192.82	78728
NEVADA VET	PD-ANIMAL CONTROL	287.80	78729
NEVADA JOURNAL	ADM-SUBSCRIPTION	31.20	78730
NEVADA LUMBER	STS-LUMBER	186.92	78731
PRATT SANITATION	ALL-GARBAGE SVC	661.54	78732
VAN WALL	PKM/CEM-TRIMMER STRING/OIL	203.03	78733
STATE HYGIENIC LAB	WWT-LAB ANALYSIS	3,210.00	78734
CAPITAL SANITARY SUPPLY	PKM-SUPPLIES	225.50	78735
ARNOLD MOTOR SUPPLY	WWT/FD/STS/PKM-SUPPLIES	183.74	78736
IA STATE READY MIX	STRM SWR RPR/STS-CONCRETE	2,055.00	78737
NEVADA ROTARY	CA-COOK/REYNOLDS/MARINEZ DUES	440.00	78738
STORY CO TREASURER	PD/WTR/WWT-FY23QTR2	11,131.94	78739
GATEHOUSE	PUBLIC NOTICES	1,416.18	78740
NATL FIRE PROTECTN ASSOC	FD-MATERIALS FOR SCHOOL TOURS	498.95	78741

IA DOT	STS-SUPPLIES	92.10	78742
COUNTRY LANDSCAPES	PKM-TREES	922.00	78743
DIAMOND VOGEL	PKM-PAINT	100.05	78744
CFI TIRE SERVICE	STS-#13 RPR	825.00	78745
STORY CO EXTENSION	STS-TENDALL TRNG	35.00	78746
NEVADA HARDWARE	ALL-SUPPLIES	948.99	78747
USA BLUEBOOK	WWT-PH BUFFER PACK	64.72	78748
STAPLES ADVANTAGE	PKM/ADM/WTR/WWT-SUPPLIES	528.56	78749
WINDSTREAM	LIB/PD-PHONES	159.21	78750
CONSUMERS ENERGY	ALL-UTILITIES	9,420.99	78751
DICKS FIRE EXT	FD-RECHARGE CO2 EXT	269.60	78752
JOHN DEERE FINANCIAL	STS/WWT-MOUSEL/HOLL/SEE JEANS/SHIRTS	214.96	78753
IA DIVISION OF LABOR	CH-BOILER INSPECT	270.00	78754
ZIMCO SUPPLY CO	PKM-HERBICIDE	1,012.00	78755
AIR FILTER SALES/SERVIC	WTR-FILTERS	1,049.24	78756
CENTRAL IOWA WATER ASSC	WTR/LWE/RAW WATER 11/2022	542.19	78757
SPORTS BOWL	SPORTSBOWL REFUND LIQUOR	308.75	78758
AMAZON	PD/REC/CH-SUPPLIES	495.05	78759
CIZMADIA, JOSH	PD-MEAL REIMB	34.86	78760
WEX BANK	ALL-GAS CARDS	2,073.82	78761
gWORKS	ADM-W2S	250.42	78762
HENDERSON, ANDREW	PD-MEAL REIMB	71.92	78763
MARCO	ALL-COPIER LEASE	1,075.54	78764
CIEMSD	EMS-GILCHRIST CONF	150.00	78765
FIRE SERVICE TRNG BUREAU	FD-REYNOLDS FO2	50.00	78766
JMT TRUCKING	STS-TRUCKING	399.60	78767
BLACKBIRD DESIGN	PD-PRINTING	151.77	78768
SALTECH SYSTEMS	WEBSITE HOSTING	7,059.95	78769
ANDERSON, ZACH	PKM-PESTICIDE APPL CERT REIMB	50.00	78770
AMERICAN PUBLIC WORKS	STS-PRATT MEMB	169.62	78771
STREET COP TRAINING	PD-BRANDES TRNG	225.00	78772
KLF WEB & GRAPHIC DESIGN	REC-BBALL JERSEYS	2,580.00	78773
PHEONIX'S POWDER COATING	CH-SIGNS IN CHAMBERS	235.00	78774
	WATER DEPOSITS	56.57	
	Refund Checks Total	56.57	
	Accounts Payable Total	3,075,932.82	
	Payroll Checks	86,533.55	
	***** REPORT TOTAL *****	3,162,522.94	
	GENERAL	130,426.59	
	ROAD USE TAX	19,230.95	
	LOCAL OPTION SALES TAX	18,343.80	
	LIBRARY TRUST	1,779.26	
	DANIELSON TRUST	207.58	
	WATER	41,568.46	
	WATER DEPOSITS	56.57	

SEWER	20,978.48
SEWER CAP IMP PROJECT	2,926,417.73
STORM WATER	1,093.50
FLEX BENEFIT REVOLVING	2,420.02
TOTAL FUNDS	<u>3,162,522.94</u>

Vendor # 1170

FIRST INTERSTATE PURCHASING "P" CARD TRANSACTIONS

20221012

Electronic Pymt #

PRESENTED AT COUNCIL MEETING 10/24/2022 W/CLAIMS

Tran Date Merchant Name

9/6/2022 Servsafe
9/20/2022 Broadway Licensing
9/21/2022 NRPA Operating
9/22/2022 Go Daddy
9/1/2022 Iowa APWA
9/6/2022 DMACC Business Office
9/9/2022 IMFOA - Registration
9/9/2022 City Service Fee
9/12/2022 IA League of Cities
9/12/2022 Credit-IA League of Cities
9/12/2022 Flower Bed
9/12/2022 Sangoma US Inc

Description

REC, Servsafe training-Sarah
REC, Jr. Theater Play
REC, NRPA Renewal - Maier
ADM, Website-host renewal
STS, APWA Conf - Joe
WWT, Training - Devin
Fall Conference - E Mousel
Service Fee
WTR, Annual Conf - Ludwig
WTR, overcharged
ADM, Plant - Donna Pratt Funeral
Water Plant
Wastewater PI
Library
Fire Dept
Police Dept
ST Dept
City Hall
Cemetery
Parks Mnt
ADM, Website
ADM, Electronic meetings
LIB,
LIB
LIB
LIB
LIB
PD
PD
PD
PD

POSTING & PAYMENT DATE:

October 19, 2022

City Administrator

W:\Office\Finance\AccountsPayable\Vendors\GreatWesternPurchaseCards,All

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CASH-GENERAL FUND	110,678.29	4,321,458.25
002-000-1110	CASH-HOTEL/MOTEL	4,476.37-	13,573.94
110-000-1110	CASH-ROAD USE TAX	53,075.49-	2,262,974.86
112-000-1110	CASH-EMPLOYEE BENEFITS	40,006.18	275,026.37
113-000-1110	CASH-RUT CAPITAL	198,716.63	434,245.44
119-000-1110	CASH-EMERGENCY FUND	5,413.80	5,643.67
121-000-1110	CASH-LOCAL OPTION TAX	521,311.05-	1,114,233.35
125-000-1110	CASH-TIF	38,350.05	1,903,717.13
126-000-1110	CASH-LMI SUBFUND		190,717.70
167-000-1111	RESERVE-WELLS	3.11	1,788.75
167-000-1113	RESERVE-ZWILLING	.20	112.48
167-000-1114	RESERVE-ALBERRY	1.78	1,023.44
168-000-1118	RESERVE-UNDESIGNATED	.01	7.98
168-000-1119	RESERVE-HARMS TRUST, GREEN SP	46.36	26,632.86
169-000-1110	CASH-LIBRARY TRUST	2,947.00-	18,205.60
171-000-1110	CASH-FIRE TRUST	30.58	17,567.54
172-000-1110	CASH-SCORE UNDESIGNATED	9.97	5,727.05
173-000-1110	CASH-SCORE O&M	.46	266.07
174-000-1110	CASH-NORTH STORY BASEBALL	4.71	2,707.00
175-000-1110	CASH-SENIOR COMM CENTER	17.12	9,837.27
176-000-1110	CASH-GH PIANO	33.30	19,133.52
177-000-1110	CASH-POLICE FOREITURE	21.35	12,267.87
179-000-1122	RESERVE-GRNBLT MAP 2005	6.32	3,630.29
179-000-1124	RESERVE-ST CO TRAIL	.70	400.39
179-000-1125	RESERVE-IND RDG GREENBE	3.01	1,728.48
179-000-1127	RESERVE-UNRESTRICTED	1,018.38	81,556.64
179-000-1128	RESERVE-SCORE SCOREBOAR	8.06	4,628.23
179-000-1130	RESERVE-LANDSCAPING	20.04	6,513.56
179-000-1131	RESERVE-FIELD MAINT	1,764.47	19,803.74
179-000-1132	RESERVE-LEW HANSEN SUB	2.48	1,422.54
179-000-1133	RESERVE-87 SOUTHWOOD	13.32	7,654.65
179-000-1134	RESERVE-MARDEAN PARK	1.58	908.49
180-000-1110	CASH-COLUMBARIAN MAINT	9.12	5,242.40
181-000-1110	CASH-TRAIL MAINTENANCE	20,056.62	32,531.83
182-000-1110	CASH-DANIELSON/OTHERTRU	199.55	246,935.07
183-000-1110	CASH-LIB BLDG TRUST	.34	196.89
184-000-1110	CASH-TREES FOREVER	7.99	4,592.13
185-000-1110	CASH-4TH OF JULY	13.05	7,500.05
186-000-1110	CASH-COMM BAND	2.17	1,246.37
180-000-1110	CASH-DEBT SERVICE	65,779.39	359,627.13
181-000-1110	CASH-CITY HALL/PUBLIC S	1.03	590.81
182-000-1110	CASH-LIBRARY BLDG	12,090.08	15,475.27
184-000-1110	CASH-SC/FIELDHOUSE	143,526.44-	3,930,262.78
187-000-1110	CASH-SIDEWALKIMPROVEMEN	20,166.14	95,448.18
180-000-1110	CASH-2021STS PROJ 11TH/S14	4,577.63-	668,036.51-
181-000-1110	CASH-2019 CIP WORK	2,697.96	1,550,027.89
185-000-1110	CASH-CBD DOWNTOWN IMPR		119,811.46-
181-000-1110	CASH-TRAIL CIP PROJECTS	682.33	392,009.32
182-000-1110	CASH-ARP FUNDS	1,744.35	1,002,161.14
183-000-1110	CASH-2017STS, WTR, WWT, STM PROJ		221.00-
180-000-1110	CASH-PERPETUAL CARE		162,521.58

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
501-000-1110	CASH-HATTERY		5,000.00
600-000-1110	CASH-WATER O&M	642,117.58-	2,501,011.02
601-000-1110	CASH-WATER DEPOSITS	209.11-	85,791.08
602-000-1110	CASH-WATER PLANT UPGRADE RSRV	202,614.66	1,502,168.50
605-000-1110	CASH-WATER 2012C BOND	463,900.00	663,866.73
607-000-1110	CASH-WTR CAPITAL REVOLV	111,951.98	485,509.58
608-000-1110	CASH-JORDAN WELL PROJ		47,820.50-
610-000-1110	CASH-WASTEWATER O&M	1,075,237.40-	2,024,421.27
611-000-1110	CASH-SEWER REVOLVING	925,771.39	925,771.39
615-000-1110	CASH-SEWER CONSTRUCTION	269,180.78	3,086,977.42
616-000-1110	CASH-WWT CIP	1,980,015.82-	4,080,591.30-
617-000-1110	CASH-WWT CAPITAL	60,697.52	400,739.42
618-000-1110	CASH-SRF SPONSORED PROJECT		246,157.18-
670-000-1110	CASH-GARBAGE UTILITY	5,928.52	12,232.29-
740-000-1110	CASH-STORM WATER UTILIT	16,283.69	937,787.90
810-000-1139	RESERVE-PARK & RECREATI	53,914.44	142,729.17
810-000-1140	RESERVE-LIBRARY	2,017.87	47,905.33
810-000-1141	RESERVE-CEMETERY	65,770.68	105,794.99
810-000-1142	RESERVE-FINANCE	50,656.43	377,133.26
810-000-1143	RESERVE-FIRE	101,501.69	413,735.40
810-000-1144	RESERVE-POLICE	75,465.30	267,321.72
810-000-1146	RESERVE-PLANNING & ZONI	5,069.73	40,059.10
810-000-1147	RESERVE-GATES HALL	20,096.11	55,217.72
810-000-1148	RESERVE-TECHNOLOGY	10,006.00	3,446.71
312-000-1110	CASH-FLEXIBLE BENEFITS	1,720.15-	26,563.44
330-000-1110	CASH-SICK & VACATION	541.87	311,315.43
	CASH TOTAL	1,468,223.00-	27,806,880.33
101-000-1120	PETTY CASH - LIBRARY		75.00
100-000-1120	PETTY CASH - CITY HALL		600.00
	PETTY CASH TOTAL	.00	675.00
82-000-1168	COUNTY FOUNDATION INVES		90,523.78
	SAVINGS TOTAL	.00	90,523.78
	TOTAL CASH	1,468,223.00-	27,898,079.11

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,264,543.00	109,020.08	386,402.13	30.56	878,140.87
	POLICE-OFFICE TOTAL	137,518.00	9,890.33	33,877.30	24.63	103,640.70
	EMERGENCY MANAGEMENT TOTAL	1,300.00	35.83	307.36	23.64	992.64
	FLOOD CONTROL TOTAL	27,600.00	4,358.89	8,665.68	31.40	18,934.32
	FIRE TOTAL	205,828.00	13,500.38	90,704.16	44.07	115,123.84
	AMBULANCE TOTAL	32,700.00	518.90	6,926.10	21.18	25,773.90
	BUILDING INSPECTIONS TOTAL	59,030.00	3,384.97	12,616.73	21.37	46,413.27
	ANIMAL CONTROL TOTAL	4,500.00	.00	637.80	14.17	3,862.20
	ANIMAL CONTROL-OWNER TOTAL	1,500.00	.00	409.90	27.33	1,090.10
	PUBLIC SAFETY TOTAL	1,734,519.00	140,709.38	540,547.16	31.16	1,193,971.84
	ROADS, BRIDGES, SIDEWALKS TOTA	687,319.00	58,446.67	187,127.63	27.23	500,191.37
	STREET LIGHTING TOTAL	137,000.00	1,687.09	29,938.66	21.85	107,061.34
	TRAFFIC CONTROL & SAFETY TOTA	500.00	.00	.00	.00	500.00
	PAVEMENT MARKINGS TOTAL	15,000.00	57.58	9,773.52	65.16	5,226.48
	SNOW REMOVAL TOTAL	77,275.00	108.58	517.58	.67	76,757.42
	TREES & WEEDS TOTAL	50,000.00	327.90	351.87	.70	49,648.13
	PUBLIC WORKS TOTAL	967,094.00	60,627.82	227,709.26	23.55	739,384.74
	WATER,AIR,MOSQUITO CONTRO TOTA	13,000.00	.00	.00	.00	13,000.00
	OTHER HEALTH/SOCIAL SERV TOTA	40,000.00	.00	.00	.00	40,000.00
	HEALTH & SOCIAL SERVICES TOTA	53,000.00	.00	.00	.00	53,000.00
	LIBRARY TOTAL	461,441.00	42,195.42	134,198.61	29.08	327,242.39
	LIBRARY-DONATED TOTAL	34,000.00	1,104.08	3,473.42	10.22	30,526.58
	LIBRARY-STATE INFRASTRUCT TOTA	23,000.00	2,124.53	6,519.59	28.35	16,480.41
	MUSEUM/BAND/THEATRE TOTAL	1,000.00	.00	920.00	92.00	80.00
	PARKS TOTAL	130,068.00	8,548.58	50,745.76	39.01	79,322.24
	PARK MAINTENANCE TOTAL	378,576.00	35,575.54	106,359.97	28.09	272,216.03
	PARKS-AHTLETIC FIELDS TOTAL	20,000.00	5,665.45	7,003.20	35.02	12,996.80
	TRAIL SYSTEM-BIKE/WALK TOTAL	15,000.00	.00	.00	.00	15,000.00
	FOUR-PLEX COMPLEX TOTAL	49,617.00	1,475.44	13,805.86	27.82	35,811.14
	POOL TOTAL	255,436.00	15,257.34	168,231.34	65.86	87,204.66
	RECREATION TOTAL	75,913.00	5,011.52	22,775.63	30.00	53,137.37
	ADULT SOFTBALL TOTAL	1,819.00	.00	123.31	6.78	1,695.69
	COMMUNITY HEALTH/WEELLNESS TOTA	1,200.00	.00	.00	.00	1,200.00
	SENIOR ACTIVITY TOTAL	3,500.00	.00	.00	.00	3,500.00
	OPEN RECREATION TOTAL	1,000.00	.00	.00	.00	1,000.00
	CEMETERY TOTAL	200,500.00	14,512.93	42,951.48	21.42	157,548.52
	COMMUNITY CTR/ZOO/MARINA TOTA	126,080.00	7,919.15	27,879.28	22.11	98,200.72
	SENIOR COMMUNITY CENTER TOTAL	7,497.00	360.05	2,399.16	32.00	5,097.84
	FIELDHOUSE TOTAL	210,000.00	.00	.00	.00	210,000.00
	BASEBALL SOFTBALL TOTAL	41,685.00	.00	3,106.33	7.45	38,578.67
	YOUTH BASKETBALL TOTAL	10,890.00	.00	.00	.00	10,890.00
	VOLLEYBALL TOTAL	1,892.00	1,141.14	1,141.14	60.31	750.86

CITY OF NEVADA
BUDGET REPORT

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 9/2022, FISCAL TOTAL BUDGET	3/2023 MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	25.0% PERCENT EXPENDED	UNEXPENDED
	FLAG FOOTBALL TOTAL	6,395.00	2,595.38	2,595.38	40.58	3,799.62
	HALLOWEEN TOTAL	250.00	.00	.00	.00	250.00
	JR THEATRE/FESTIVAL TREES TOTA	2,787.00	.00	.00	.00	2,787.00
	CIRL TOTAL	5,000.00	.00	995.00	19.90	4,005.00
	HISTORICAL SOCIETY TOTAL	.00	.00	5,000.00	.00	5,000.00-
	HISTORIC PRESERVATION TOTAL	6,250.00	.00	.00	.00	6,250.00
	CULTURE & RECREATION TOTAL	2,070,796.00	143,486.55	600,224.46	28.99	1,470,571.54
	ECONOMIC DEVELOPMENT TOTAL	487,614.00	2,298.00	3,637.43	.75	483,976.57
	MAIN STREET NEVADA TOTAL	25,000.00	.00	.00	.00	25,000.00
	HOUSING & URBAN RENEWAL TOTAL	60,000.00	.00	3,850.00	6.42	56,150.00
	PLANNING & ZONING TOTAL	216,030.00	31,336.24	45,189.02	20.92	170,840.98
	CHRISTMAS LIGHTS TOTAL	800.00	.00	.00	.00	800.00
	4TH OF JULY TOTAL	9,500.00	.00	10,000.00	105.26	500.00-
	LINCOLN HWY DAYS TOTAL	4,500.00	4,500.00	4,500.00	100.00	.00
	OTHER COMM & ECO DEV TOTAL	1,100.00	.00	355.75	32.34	744.25
	COMMUNITY & ECONOMIC DEV TOTA	804,544.00	38,134.24	67,532.20	8.39	737,011.80
	MAYOR/COUNCIL/CITY MGR TOTAL	9,231.00	1,288.26	6,916.47	74.93	2,314.53
	COUNCIL TOTAL	10,423.00	.00	4.00	.04	10,419.00
	CITY ADMINISTRATOR TOTAL	44,300.00	2,194.44	13,635.05	30.78	30,664.95
	CLERK/TREASURER/ADM TOTAL	490,817.00	22,034.47	108,696.49	22.15	382,120.51
	LEGAL SERVICES/ATTORNEY TOTAL	113,700.00	11,562.50	51,590.00	45.37	62,110.00
	CITY HALL/GENERAL BLDGS TOTAL	129,292.00	11,622.70	33,385.25	25.82	95,906.75
	TORT LIABILITY TOTAL	56,160.00	.00	70,173.00	124.95	14,013.00-
	OTHER GENERAL GOVERNMENT TOTA	14,000.00	120.99	2,844.96	20.32	11,155.04
	GENERAL GOVERNMENT TOTAL	867,923.00	48,823.36	287,245.22	33.10	580,677.78
	CITYHALL/LIBRARY DEBT TOTAL	98,213.00	.00	.00	.00	98,213.00
	CBD PROJECT 8.9M TOTAL	178,600.00	.00	.00	.00	178,600.00
	GATES HALL DEBT TOTAL	396,900.00	.00	.00	.00	396,900.00
	2019B CIP WORK TOTAL	443,400.00	.00	.00	.00	443,400.00
	DDCE WTR/WMT/STS DEBT TOTAL	664,050.00	.00	.00	.00	664,050.00
	DEBT SERVICE TOTAL	1,781,163.00	.00	.00	.00	1,781,163.00
	FLOOD CONTROL TOTAL	75,000.00	.00	.00	.00	75,000.00
	ROADS, BRIDGES, SIDEWALKS TOTA	2,520,000.00	4,577.63	281,221.90	11.16	2,238,778.10
	SIDEWALKS TOTAL	25,000.00	.00	.00	.00	25,000.00
	RAILROAD CROSSINGS TOTAL	10,000.00	.00	.00	.00	10,000.00
	FIELDHOUSE TOTAL	4,640,000.00	150,367.42	311,102.79	6.70	4,328,897.21
	CAPITAL PROJECTS TOTAL	7,270,000.00	154,945.05	592,324.69	8.15	6,677,675.31

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	WTR 2012C BOND TOTAL	463,900.00	.00	.00	.00	463,900.00
	WWT DEBT TOTAL	925,660.00	.00	.00	.00	925,660.00
	WATER TOTAL	50,490.00	11,853.88	11,853.88	23.48	38,636.12
	WATER-PLANT/PUMPS TOTAL	927,753.00	75,426.77	250,312.77	26.98	677,440.23
	WATER-LINES-INST & O&M TOTAL	79,065.00	3,502.89	13,963.56	17.66	65,101.44
	WATER ACCOUNTING TOTAL	364,591.00	28,697.25	78,519.66	21.54	286,071.34
	WASTEWATER PLANT TOTAL	678,724.00	40,690.50	176,241.66	25.97	502,482.34
	WASTEWATER COLLECTION TOTAL	33,404,246.00	3,663,476.11	6,972,099.51	20.87	26,432,146.49
	WASTEWATER ACCOUNTING TOTAL	245,530.00	17,283.82	58,416.79	23.79	187,113.21
	LANDFILL/GARBAGE TOTAL	73,700.00	54.10	36,464.70	49.48	37,235.30
	STORM WATER TOTAL	60,900.00	120.11	2,485.00	4.08	58,415.00
	ENTERPRISE FUNDS TOTAL	37,274,559.00	3,841,105.43	7,600,357.53	20.39	29,674,201.47
	TRANSFERS IN/OUT TOTAL	4,525,894.00	2,817,060.00	2,817,060.00	62.24	1,708,834.00
	TRANSFER OUT TOTAL	4,525,894.00	2,817,060.00	2,817,060.00	62.24	1,708,834.00
	TOTAL EXPENSES	57,349,492.00	7,244,891.83	12,733,000.52	22.20	44,616,491.48

CITY OF NEVADA
REVENUE REPORT

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 9/2022, FISCAL BUDGET ESTIMATE	3/2023 MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	FISCAL YTD PERCENT RECVD	25.0% UNCOLLECTED
	GENERAL TOTAL	4,014,915.00	419,544.24	547,309.23	13.63	3,467,605.77
	HOTEL MOTEL TOTAL	9,025.00	23.63	1,607.72	17.81	7,417.28
	ROAD USE TAX TOTAL	932,501.00	108,603.43	252,533.93	27.08	679,967.07
	EMPLOYEE BENEFITS TOTAL	476,409.00	40,006.18	42,418.36	8.90	433,990.64
	RUT CAPITAL TOTAL	200,200.00	200,755.84	201,143.06	100.47	943.06-
	EMERGENCY FUND TOTAL	77,965.00	5,413.80	5,643.67	7.24	72,321.33
	LOCAL OPTION SALES TAX TOTAL	980,500.00	189,162.56	381,352.93	38.89	599,147.07
	TAX INCREMENT FINANCING TOTAL	564,561.00	38,350.05	43,110.10	7.64	521,450.90
	LMI-SUBFUND TOTAL	75,880.00	.00	.00	.00	75,880.00
	RESTRICTED GIFTS TOTAL	5.00	5.09	9.89	197.80	4.89-
	CEMETARY CIP/LAND TOTAL	20.00	46.37	90.10	450.50	70.10-
	LIBRARY TRUST TOTAL	8,620.00	51.35	974.43	11.30	7,645.57
	FIRE TRUST TOTAL	30.00	30.58	59.42	198.07	29.42-
	SCORE-UNDESIGNATED TOTAL	10.00	9.97	19.37	193.70	9.37-
	SCORE O&M TOTAL	5.00	.46	.89	17.80	4.11
	NORTH STORY BASEBALL TOTAL	24,000.00	4.71	9.65	.04	23,990.35
	SENIOR CENTER TRUST TOTAL	710.00	17.12	33.27	4.69	676.73

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 9/2022, FISCAL 3/2023 BUDGET MTD ESTIMATE BALANCE	PCT OF FISCAL YTD YTD PERCENT BALANCE RECVD	25.0% UNCOLLECTED
	GATES HALL PIANO TOTAL	10.0033.30	64.70647.00	54.70-
	ASSET FORFEITURE TOTAL	10.0021.35	41.48414.80	31.48-
	PARK OPEN SPACE TOTAL	23,550.002,838.36	4,954.5821.04	18,595.42
	COLUMBARIAN MAINTENANCE TOTAL	220.009.12	17.738.06	202.27
	TRAIL MAINTENANCE TOTAL	20,020.0020,056.62	20,077.13100.29	57.13-
	DANIELSON TRUST TOTAL	200.00429.81	837.39418.70	637.39-
	LIB BLDG TRUST TOTAL	100.00.34	.67.67	99.33
	TREES FOREVER TOTAL	10.007.99	15.53155.30	5.53-
	4TH OF JULY TRUST TOTAL	2,010.0013.05	2,522.87125.52	512.87-
	COMMUNITY BAND TOTAL	1,000.002.17	104.5410.45	895.46
	DEBT SERVICE TOTAL	1,800,614.0065,779.39	68,670.183.81	1,731,943.82
	CH CAMPUS PROJ TOTAL	.001.03	2.00.00	2.00-
	LIBRARY ADDITION TOTAL	101,683.0012,090.08	12,606.9612.40	89,076.04
	SC/FIELDHOUSE TOTAL	4,570,000.006,840.98	13,685.80.30	4,556,314.20
	SIDEWALK IMPROVEMENTS TOTAL	30,000.0020,166.14	20,289.9067.63	9,710.10
	2019 CIP WORK TOTAL	.002,697.96	5,241.82.00	5,241.82-
	CBD DOWNTOWN IMPR TOTAL	2,000.00.00	.00.00	2,000.00

CITY OF NEVADA
REVENUE REPORT

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 9/2022, FISCAL BUDGET ESTIMATE	3/2023 MTD BALANCE	PCT OF FISCAL YTD BALANCE	FISCAL YTD PERCENT RECVD	25.0% UNCOLLECTED
	TRAIL CIP RESERVE PROJTS TOTA	71,000.00	682.33	1,325.69	1.87	69,674.31
	ARP FUNDS TOTAL	1,097,515.00	1,744.35	502,074.49	45.75	595,440.51
	PERPETUAL CARE TOTAL	3,800.00	.00	700.00	18.42	3,100.00
	WATER TOTAL	2,377,743.00	250,886.01	728,470.89	30.64	1,649,272.11
	WATER DEPOSITS TOTAL	25,000.00	1,275.00	5,325.00	21.30	19,675.00
	WATER PLANT UPGRADE RSRV TOTA	200,500.00	202,614.66	204,751.17	102.12	4,251.17-
	WATER 2012C/2020B BOND TOTAL	463,900.00	463,900.00	463,900.00	100.00	.00
	WATER CAPITAL REVOLVING TOTAL	125,500.00	125,845.07	126,459.21	100.76	959.21-
	SEWER TOTAL	2,456,951.00	219,998.87	641,899.74	26.13	1,815,051.26
	SEWER SRF REVOLVING TOTAL	924,160.00	925,771.39	925,771.39	100.17	1,611.39-
	SEWER CONSTRUCTION TOTAL	320,500.00	269,180.78	301,231.99	93.99	19,268.01
	SEWER CAP IMP PROJECT TOTAL	31,115,500.00	1,680,358.34	3,273,182.04	10.52	27,842,317.96
	SEWER EQUIP REVOLVING TOTAL	60,300.00	60,697.52	61,256.56	101.59	956.56-
	SRF SPONSORED PROJECT TOTAL	2,200,000.00	.00	.00	.00	2,200,000.00
	LANDFILL/GARBAGE TOTAL	73,700.00	5,982.62	18,241.17	24.75	55,458.83
	STORM WATER TOTAL	171,900.00	16,403.80	47,209.90	27.46	124,690.10
	REVOLVING FUND TOTAL	464,500.00	418,311.22	422,131.05	90.88	42,368.95

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	PCT OF FISCAL YTD BALANCE	FISCAL YTD PERCENT RECVD	25.0% UNCOLLECTED
	FLEX BENEFIT REVOLVING TOTAL	.00	2,519.08	7,511.08	.00	7,511.08-
	OTHER INTERNAL SERV FUND TOTA	500.00	541.87	1,052.79	210.56	552.79-
	TOTAL REVENUE BY FUND	56,069,752.00	5,779,725.98	9,357,943.46	16.69	46,711,808.54

Item # SD
Date: 10-24-22

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the Oct 24, 2022 Council Agenda

Business Name El Mezcalito Phone Number _____

Address _____

Manager's Name _____ Phone Number _____

Address _____

Owners Name _____ Phone Number _____

Address _____

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

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

10-19-22
Date


FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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

NO orders



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Deniz Gracy LLC	El Mezcalito	(515) 382-3121		
ADDRESS OF PREMISES		PREMISES SUITE/APT NUMBER	CITY	COUNTY
1200 6th St			Nevada	Story
				50201
MAILING ADDRESS	CITY	STATE	ZIP	
1200 6th St	Nevada	Iowa	50201	

Contact Person

NAME	PHONE	EMAIL
Maria Rubi	(515) 288-3188	maria@communitycpa.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0043020	Class C Liquor License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Nov 18, 2022	Nov 17, 2023	

SUB-PERMITS

Class C Liquor License



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Sunday Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Maria Deniz	Des Moines	Iowa	50320	Member	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Society Insurance

POLICY EFFECTIVE DATE

Nov 18, 2022

POLICY EXPIRATION DATE

Nov 18, 2023

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



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

October 2022

TO: Mayor - City Council Members
City Administrator Jordan Cook

From: Ryan Hutton
Building & Zoning Official

1. With the recommendation from the Planning and Zoning Commission, we are seeking approval from the City Council Members to approve the Rezoning of the Property at 625 Academy Circle, Oak Park Estates from R-4 (Multiple Family Dwelling District) to PUD(Planned Unit Development)
2. With the recommendation from the Planning and Zoning Commission, we are seeking approval from the City Council Members to approve the Rezoning of the Property at 2000 5th Street, North View Development from AR(Agricultural-Residential Reserve District) to R-2(Single and Two Family Dwelling District)

Best Regards,
Ryan Hutton
Building and Zoning Official

LOCALIQ

Ames Tribune

PO Box 631851 Cincinnati, OH 45263-1851

PROOF OF PUBLICATION

City Of Nevada
ACCOUNTS PAYABLE
City Of Nevada
1209 6Th ST

Nevada IA 50201-1536

STATE OF WISCONSIN, COUNTY OF BROWN

The Nevada Journal, a weekly newspaper printed and published at Ames, Story County, Iowa, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspaper in the issues dated:

10/13/2022

and that the fees charged are legal.

Sworn to and subscribed before on 10/13/2022

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$22.62

Order No: 7898665

Customer No: 835154

PO #:

of Copies:

1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

AMY KOKOTT
Notary Public
State of Wisconsin

#7898665 EXHIBIT A NOTICE OF PUBLIC HEARING CONCERNING THE VACATION OF CITY PROPERTY

YOU ARE HEREBY NOTIFIED that the City of Nevada, Iowa, proposes to vacate the property known as the alleyway running North and South through Block Twelve (12) in Burris Addition to Nevada, Story County, Iowa, subject to covenants, conditions, restrictions, and easements of record.

YOU ARE FURTHER NOTIFIED, that a Public Hearing will be held in the City Council Chambers, 1209 6th Street, Nevada, Iowa 50201, at the City Council Meeting scheduled to begin at 6:00 p.m. on the 24th day of October 2022 at which time the Council will hear comments for and against the proposal from any interested party. You have a right to attend and express your views on this proposal. If you are unable to attend, you may submit your written comments addressed to the City Clerk, 1209 6th Street, Nevada, Iowa 50201. Your written comments must be received no later than 4:00 p.m. on the 24th day of October, 2022. At the conclusion of the Public Hearing, the Council will consider vacating the above-described property.

Published in the Nevada Journal on October 13, 2022 (1T)



AGENDA

Planning & Zoning Commission
October 10th, 2022 6:15pm
Conference Room, 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 August 29th, 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 625 Academy Circle, Oak Park Estates from R-4 (Multiple Family Dwelling District) to PUD(Planned Unit Development)
5a. Recommend approval or denial to the City Council.
6. Public Hearing for Rezoning the Property at 2000 5th Street, North View Development from AR(Agricultural-Residential Reserve District) to R-2(Single and Two Family Dwelling District)
6a. Recommend approval or denial to the City Council.
7. City Administrator/ Commission Members/ Staff Reports
8. Set Public Hearing for Rezoning Property at 1238 T Avenue, Flummerfelt's Country Club Estates MHC LLC, R-4 (Multiple Family Dwelling District) to R-5 (Mobile Home Park Residential District)
9. Adjourn

This agenda was posted on the official bulletin board Friday October 7th, 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: 10/10/2022

RE: General Information

- 1. Rezoning the property at 625 S 6th Street R-4(Multiple Family Dwelling District) to PUD (Planned use Development):** The Planning & Zoning Commission of the City of Nevada, Iowa, has received a request from the property owner, Oak Park Estates, to review a Rezoning Application at the location of 625 Academy Circle in Nevada, Iowa, by changing the zoning classification, owned by them and located within the corporate limits of the City of Nevada, Iowa, from an "R-4" (Multiple Family Residential) to "PUD" (Planned Use Development).
- 2. Rezoning the property at 2000 5th Street AR (Agricultural-Residential Reserve District) to R-2(Single and Two Family Dwelling District):** The Planning & Zoning Commission of the City of Nevada, Iowa, has received a request from the property owner, HENRY LAND II LLC, to review a Rezoning Application at the location of 2000 5th Street in Nevada, Iowa, by changing the zoning classification, owned by them and located within the corporate limits of the City of Nevada, Iowa, from an "AR" (Agricultural-Residential Reserve District) to "R-2" (Single and Two Family Dwelling District).

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

PLANNING & ZONING MINUTES, MONDAY, AUGUST 29, 2022

Chairperson Matt Rhodes presided and he called the Monday, August 29, 2022 regular meeting of the Planning & Zoning Commission to order at 6:15 p.m. at City Hall Council Chambers, 1209 6th Street. The roll was called indicating that the following Commission Members were present and absent. Present: Donna Borton, Ron Farrington, Evie Peterson, Matt Rhodes, and John Swanson. Absent: Paul Maiefski (arrived at 6:16 p.m.).

Staff present: Ryan Hutton and Donna Mosinski.

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

Motion by Ron Farrington, seconded by Donna Borton, to approve and place on file the **minutes** of the August 15, 2022 **meeting**. After due consideration and the roll being called, the following named Commissioners voted. Ayes: Farrington, Borton, Peterson, Rhodes, and Swanson. Nays: None. Whereupon, the Chairperson declared the motion carried.

Paul Maiefski arrived at 6:16 p.m.

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

Motion by John Swanson, seconded by Paul Maiefski, to recommend to the City Council favorable consideration of the ROSK Subdivision. After due consideration and the roll being called, the following named Commissioners voted. Ayes: Swanson, Maiefski, Peterson, Borton, and Farrington. Nays: None. Abstain: Rhodes. Whereupon, the Chairperson declared the motion carried.

There being no other business to come before the meeting, it was moved by Ron Farrington, seconded by John Swanson, to adjourn the meeting. The roll being called the following named Commissioners voted. Ayes: Farrington, Swanson, Borton, Maiefski, Peterson, and Rhodes. Nays: None. Whereupon, the Chairperson declared the motion carried. At 6:20 p.m. he adjourned the meeting.

Attest: _____
Donna Mosinski, Deputy City Clerk

Matt Rhodes, Chairperson

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, Oak Park Estates, to review a Rezoning Application at the location of 625 Academy Circle in Nevada, Iowa, by changing the zoning classification, owned by them and located within the corporate limits of the City of Nevada, Iowa, from an "R-4" (Multiple Family Residential) to "PUD" (Planned Use Development).

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

That part of the East 25 acres of the SE 1/4 of the SE 1/4 of Section 7, Township 83 North, Range 22 West of the 5th PM, Story County, Iowa, lying West of Breezy Heights Plat 2, Nevada, Iowa,

AND that part of the NW 1/4 of the NE 1/4 of Section 18, Township 83 North, Range 22 West of the 5th PM, Story County, lying East and North of Parcel A as shown on the Plat of Survey recorded June 9, 1992 in Book 10, Page 268 of the county records,

AND that part of the West 55 acres of the S 1/2 of the SE 1/4 of Section 7, Township 83 North, Range 22 West of the 5th PM, story County Iowa, lying East of Highway 133 and West of Breezy Heights Plat 2, Nevada, Iowa, EXCEPT Parcel B as shown on the Plat of Survey recorded June 9, 1992 in Book 10, Page 268 of the county records

The Planning & Zoning Commission of the City of Nevada, Iowa, will conduct a public hearing on this request on the 10th day of October, 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 10th Day of October, 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



Rezoning Application Form

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

1. **Property Address** for this Rezoning Request: 625 Academy Circle, Nevada, Iowa

2. **Legal Description** (attach, if lengthy): _____

A Replat of Lots 1-10 and 12-44, Academy Estates, City of Nevada, Iowa.

3. **Applicant:** Oak Park Estates

Address: 25663 Country Club rd Nevada, IA 50201-7966
(Street) (City) (State) (Zip)

Telephone: 515-520-0544 (cell)
(Home) (Business) (Fax)

4. **Property Owner:** (same as applicant)

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

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

5. **Contact Person:** Jason Holland

Address: (same as applicant)
(Street) (City) (State) (Zip)

Telephone: _____
(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.

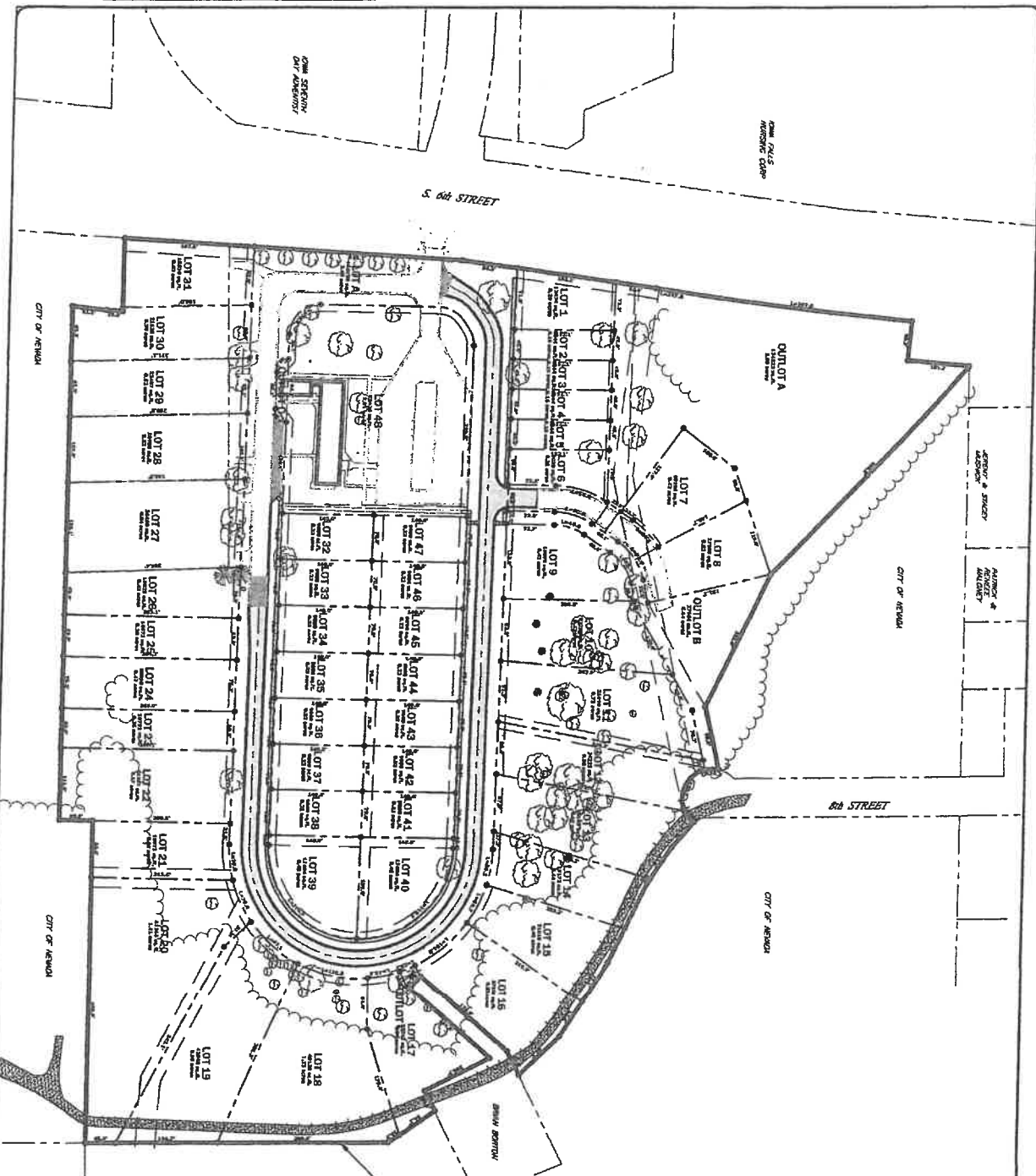
Signed by: Jason Holland Date: 9-15-22
(Applicant)

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

and: Jason Holland Date: _____
(Property Owner)

and: Jason Holland Date: _____
(Contact Person)

REVISION	DATE	BY	DESCRIPTION
1	03/15/11	STRAND	REVISION



OAK PARK SUBDIVISION REZONING

Revised Zoning: R-4, Multiple Family Residential

Proposed Zoning: R-4, Multiple Family Residential

The purpose of this rezoning is to allow for the development of the property for multiple family residential use, which is consistent with the Comprehensive Zoning Ordinance of the City of Nevada. The rezoning is necessary to allow for the development of the property for multiple family residential use, which is consistent with the Comprehensive Zoning Ordinance of the City of Nevada. The rezoning is necessary to allow for the development of the property for multiple family residential use, which is consistent with the Comprehensive Zoning Ordinance of the City of Nevada.

OUTLET NOTES:

1. OUTLET A AND B TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
2. PRACTICITY, SERVICE WITH PARKING, AND OPEN SPACE BARRIERS OVER OUTLET A AND B.
3. OUTLET C TO BE DEDICATED TO THE CARRIER OWNERS OF LOT 12.
4. OUTLET D TO BE DEDICATED TO THE CARRIER OWNERS OF LOT 12.
5. OUTLET E TO BE DEDICATED TO THE CARRIER OWNERS OF LOT 12.
6. OUTLET F TO BE DEDICATED TO THE CARRIER OWNERS OF LOT 12.
7. OUTLET G TO BE DEDICATED TO THE CARRIER OWNERS OF LOT 12.

Oak Park Estates – Rezoning Application Narrative

Explanation of the reasons for requesting rezoning:

The applicant is requesting rezoning from R-4, Multiple Family Residential to PUD, Planned Use Development in order to redevelop the property into a residential subdivision. The applicant is requesting a rezone to PUD with all the base code requirements of R-4 with the following exceptions:

- 1. Minimum Lot Area for Lots 2-5 to be 6,800 s.f.**
 - a. R-4 zoning minimum lot area for Duplex, Townhomes is 7,200 s.f. Applicant requests this area be slightly reduced to allow for development of Duplex or Townhome units.
- 2. Minimum Lot Width for Lots 8, 17, and Outlot C be 25-feet.**
 - a. R-4 zoning minimum lot width for One-Family and Duplex units is 60-ft.
 - i. Lot 8 is a proposed flag lot for a One-Family dwelling with a 40-ft frontage width.
 - ii. Lot 17 is a proposed lot for One-Family dwelling with a 49.6-ft frontage width.
 - iii. Outlot C has a frontage width of 25.1-ft to be dedicated to Lot 11 Academy Estates for an access roadway.
- 3. Lot 7 access to public frontage via 40-ft ingress/egress easement.**
 - a. R-4 zoning requires a minimum of 60-ft of frontage to a public roadway. Lot 7 does not have direct access to a public roadway. The access to Lot 7 will be provided by a 40-ft ingress/egress easement shared with Lot 8.
- 4. Sidewalk along one side of the public street.**
 - a. R-4 zoning requires sidewalks on both sides of the street.
- 5. Minimum Horizontal curve radius to be 75-ft.**
 - a. SUDAS acceptable minimum horizontal curve radius is 198-ft for a 25 MPH design speed. Figure 5C.2.04 allows a minimum horizontal curve radius of approximately 50-ft for a 15 MPH design speed.
- 6. Allowable Building Setbacks for Existing Structures on Lot 7, 8, and 27-31.**
- 7. Parking Setback on Lot 48 to be 0-ft.**

Explanation showing consistency of the proposed rezoning with the Comprehensive Plan:

The proposed PUD is consistent with the City of Nevada's Comprehensive Plan:

1. Creates a residential environment that offers housing opportunities for all.
2. Creates community connections that will unite neighborhoods of the City.
3. Creates a unique neighborhood which provide a good residential environment for its residents.

Current Zoning:

R-4, Multiple-Family Residential

Proposed Zoning:

PUD, Planned Unit Development

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, HENRY LAND II LLC, to review a Rezoning Application at the location of 2000 5th Street in Nevada, Iowa, by changing the zoning classification, owned by them and located within the corporate limits of the City of Nevada, Iowa, from an "AR" (Agricultural-Residential Reserve District) to "R-2" (Single and Two Family Dwelling District).

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

Lot Two (2) in the West Half (W ½) of the Northeast Quarter (NE ¼) and Lot Two (2) in the East Half (E ½) of the Northwest Quarter (NW ¼) all in Section Six (6), Township Eighty-three (83) North, Range Twenty-two (22) West of the 5th PM, Story County Iowa.

AND

Lot Three (3) in the West Half (W ½) of the Northeast Quarter (NE ¼) and Lot Three (3) in the East Half (E ½) of the Northwest Quarter (NW ¼) all in Section Six (6), Township Eighty-three (83) North, Range Twenty-two (22) West of the 5th PM, Story County, Iowa EXCEPT that part of Parcel "F" apart of Lot 3 in the West Half (W ½) of the Northeast Quarter (NE ¼) and part of Lot Three (3) in the East Half (E ½) of the Northwest Quarter (NW ¼) all in Section Six (6), Township Eighty-three (83) North, Range Twenty-two (22) West of the 5th PM, City of Nevada as Shown on the amended "Plat of Survey" filed in the office of the Recorder of Story County, Iowa on March 12, 2019, as Inst. No. 19-01680, Slide 629, Page 5.

The Planning & Zoning Commission of the City of Nevada, Iowa, will conduct a public hearing on this request on the 10th day of October, 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 10th Day of October, 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



Rezoning Application Form

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

1. Property Address for this Rezoning Request: 2000 5TH STREET, NEVADA

2. Legal Description (attach, if lengthy): [SEE REZONING EXHIBIT]

3. Applicant: NEVADA DEV LLC

Address: 1615 SW MAIN STREET, SUITE #207, ANKENY, IOWA 50023
(Street) (City) (State) (Zip)

Telephone: (515) 520-7851
(Home) (Business) (Fax)

4. Property Owner: HENRY LAND II LLC

Address: 20965 650TH AVE, NEVADA, IA 50201
(Street) (City) (State) (Zip)

Telephone: (515) 231-4910
(Home) (Business) (Fax)

5. Contact Person: SCOTT HENRY

Address: 20965 650TH AVE, NEVADA, IA 50201
(Street) (City) (State) (Zip)

Telephone: (515) 231-4910
(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:  DocuSigned by: 94E14A781ECF49D... **Date:** 9/19/2022

(Applicant)

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

and:  702E9AADA06343A... **Date:** 9/19/2022

(Property Owner)

and:  94E14A781ECF49D... **Date:** 9/19/2022

(Contact Person)

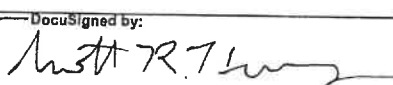
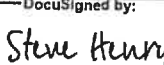
B. Property Owners' Statement
(must be owners of at least 50% of area to be rezoned)

To Whom It May Concern:

We, the undersigned, own property adjoining _____ Nevada, Iowa.

It is our understanding that _____ has requested a change in Zoning at _____.

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

NAME (SIGNATURE)	ADDRESS	DATE SIGNED
<small>DocuSigned by:</small>  <small>94E14A781ECF49D...</small>	Nevada Dev, LLC 20965 650th Ave. Nevada, IA 50201	9/19/2022
<small>DocuSigned by:</small>  <small>702E9AADA06343A...</small>	Henry Land II, LLC 20965 650th Ave Nevada, IA 502012	9/19/2022

Brett

From: Don Arends <sdnera@yahoo.com>
Date: Monday, October 3, 2022 at 9:38 AM
To: Mayor Barker <mayor@cityofnevada-iowa.org>
Subject: Rezoning

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

Dear Mayor Barker:

I was greatly, greatly disappointed when I opened the notice for a zoning change in my neighborhood. Three years ago, I retired after 35 years in education. My wife was hired at Story Medical and I agreed to move to Nevada, her hometown. But my stated expectation was that we would find something quiet, preferably an acreage or something on the outskirts. After a few months of searching, it became obvious no one was selling acreages, so we decided to focus on three lots for sale. Only one was in Nevada, but I checked online for the zoning around it and the flood likelihoods and determined that the lot on Jashalita Drive was the one even though it was the most expensive.

We moved two years ago to the house, and I have come to love the open fields and wide sky behind me. It is my solace to stand back in my corner to soak up the view. I even left the fence open for the northern 20 feet of my yard to do just that.

Alas, it appears it will be disappearing. It will be taken by a developer and signed-off on by a council who believes "progress" is urban sprawl. I hope you never have to face having your sense of calm torn out from under you. I thought I might die in this house, but it looks like after my wife retires that I will be searching for a different place to match the solace I find now. I am not excited to see caterpillars and back hoes followed by roofs silhouetted against what was once a bucolic scene. Nor, I suspect, would you be.

Please email me the city's comprehensive plan for development. I believe there are numerous already utility-developed sites (like the one I purchased) to meet the needs of the city in the coming years. Indian Estates, the development out toward the golf course, and current lots holding up dilapidated houses would offer plenty of opportunities for future homeowners. I am also concerned that the rise of duplexes (for which the zoning is approved) will drop property values. For middle-class Americans, the home value has replaced the savings account as a way to grow wealth. That too will sink for me and the other home owners of the area.

I would ask that you reconsider this zoning. Many decisions were made by the people you represent to come to this neighborhood because of the current zoning. Many with children, and with development comes traffic. I've talked to no one happy with the decision. You may line the city coffers with your decision, but you stain the soul of a neighborhood. I sincerely hope yours is not next if you chose to live in a quiet area on the edge of town. It is clear in this case that you value future residents more than current ones.

Don Arends
2014 Jashalita Drive

ORDINANCE NO: 1034 (2022/2023)

AN ORDINANCE AMENDING CHAPTER 55 OF THE CITY CODE OF ORDINANCES OF THE CITY OF NEVADA, IOWA, 2022, TO ALLOW THE KEEPING OF BEES IN THE CITY

WHEREAS, the City of Nevada, Iowa currently has an ordinance making it unlawful for any person to keep or maintain an apiary of honeybees within the City; and

WHEREAS, the City finds the responsible keeping of honeybees within the City are an essential asset to the community in their role as pollinators of produce, trees, and flowers, and by sustaining native birds through the process of facilitating the production of natural seeds; and

WHEREAS, the City of Nevada has a tradition of encouraging growth and progress through agriculture.

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

Section 1. Amendment. Section 55.01(8) is amended to remove “bees” from the definition of “illegal animal” as follows:

“Illegal animal” means any animal that is not normally considered domesticated or tame. Illegal animals include, but are not limited to:

- A. Lions, tigers, jaguars, leopards, cougars, lynx, bobcats, or hybrids of these with domestic cats,
- B. Wolves, coyotes, foxes, or hybrids of these with domestic dogs,
- C. Badgers, wolverines, weasels, skunk and mink,
- D. Raccoons,
- E. Bears,
- F. Any non-human primates,
- G. Bats,
- H. Alligators and crocodiles,
- I. Scorpions,
- J. Any venomous or constrictor snake or reptile, and
- K. Gila monsters.
- ~~L. Bees~~
- M L. Livestock

Section 2. Addition of New Section 55.22, to be entitled “Apiaries (Beekeeping)”.

Apiaries (beekeeping) may be allowed in all residential and agricultural zoning districts, subject to the following performance standards:

1. Beekeeping shall be allowed only on property owned by the beekeeper.
2. Hives shall be located in the rear yard and a minimum of 10’ from property line.
3. Honeybee colonies shall be kept in hives with removable frames, with said hives kept in sound and usable condition.

4. A source of water shall be readily available to the bees at all times within the property that the beehives are located during the time of year in which the bees are active.
5. The beekeeper shall establish a flight path barrier consisting of a fence, structure or planting not less than 6' in height located in front of the hive. A building permit shall be obtained as needed for any such structure.
6. The beekeeper shall incorporate best management practices in the beekeeping operation at all times, including practicing proper management and manipulation of colonies to remedy swarming and/or aggressive colonies.

Section 3. Renumbering. Current Section 55.22 "Violations" shall be renumbered to Section 55.23.

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

Section 5. 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 6. This ordinance shall be in full force and effect after passage, approval and publication as provided by law.

Passed and approved this 26th day of September, 2022.

Passed and approved this 10th day of October, 2022.

Passed and approved this 24th day of October, 2022.

Attest:

Brett Barker, Mayor

Kerin Wright, City Clerk

RECEIVED

SEP 19 2022

CITY OF NEVADA

Proof Of Publication in
NEVADA JOURNAL

CITY OF NEVADA
1209 6TH STREET
NEVADA, IA 502010530

STATE OF WISCONSIN, BROWN COUNTY

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

CITY OF NEVADA
PH Notice Nevada Code of Ordinances - Bee Keeping

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

September 15, 2022

the last day of said publication being the
15th day of September, 2022

#1464009
EXHIBIT A
NOTICE OF PUBLIC HEARING
CONCERNING
AMENDMENTS TO THE
NEVADA CODE OF ORDINANCES

YOU ARE HEREBY NOTIFIED that
the City of Nevada, Iowa, pro-
posed to amend and add to the
Nevada Code of Ordinances by
amending and adding a new sec-
tion to Chapter 55, Animal Protec-
tion and Control. The new section
pertains to the keeping of bees. A
copy of the proposed amendment
and new section to the Code of
Ordinances of the City of Nevada,
Iowa is available on the City's
website and in the City Clerk's of-
fice.

YOU ARE FURTHER NOTIFIED,
that a Public Hearing will be held
in the City Council Chambers, 1209
6th Street, Nevada, Iowa 50201, at
the City Council Meeting sched-
uled to begin at 6:00 p.m. on the
12th day of September 2022 at
which time the Council will hear
comments for and against the
proposal from any interested par-
ty. You have a right to attend and
express your views on this pro-
posal. If you are unable to attend,
you may submit your written com-
ments addressed to the City Clerk,
1209 6th Street, Nevada, Iowa
50201. Your written comments
must be received no later than
4:00 p.m. on the 12th day of Sep-
tember, 2022. At the conclusion of
the Public Hearing, the Council
will consider the Proposed Ord-
nances.

Kerin Wright, City Clerk

Published in the Nevada Journal
on September 15, 2022 (1T)

Legal Clerk

Notary Public, State of Wisconsin, County of Brown

My commission expires

sworn to before me and subscribed in my presence by this the
15th day of September, 2022

FEE: \$27.84
AD #: 0001464009
ACCT: 37490

AMY KOKOTT
Notary Public
State of Wisconsin

Erin Mousel

From: Jordan Cook
Sent: Tuesday, September 27, 2022 11:22 AM
To: Tracy Barker; Kerin Wright; Erin Mousel
Cc: Mayor Barker
Subject: RE: Bees

Hey Tracy,

Thank you for sharing this. I will forward on to Kerin and Erin to include with our next council meeting for discussion.

-----Original Message-----

From: Tracy Barker <tracyhill_@hotmail.com>
Sent: Monday, September 26, 2022 9:54 PM
To: Barb Mittman <bkmittman@cityofnevadaaiowa.org>; Brian Hanson <bhanson@cityofnevadaaiowa.org>; Sandy Ehrig <sehrig@cityofnevadaaiowa.org>; Dane Nealson <dnealson@cityofnevadaaiowa.org>; Jason Sampson <jsampson@cityofnevadaaiowa.org>; Steve Skaggs <SSkaggs@cityofnevadaaiowa.org>
Cc: Mayor Barker <mayor@cityofnevadaaiowa.org>; Jordan Cook <jcook@cityofnevadaaiowa.org>
Subject: Bees

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

Hello council,

I'm writing to you in regards to the bees and changes in the ordinance. We live roughly a football field length from the bee hives currently operating on 8th St. We also own a larger pool that is a lot of work to maintain. The biggest concern I see is the lack of water source. It should absolutely be required for them to have one. I think the creek was mentioned as a close source but this summer we found that our pool became the source. Every single day there were sooo many bees (emphasis on Many) clogging up our skimmer and floating in the pool that would sting the kids. Yes I know bees generally don't want to sting people but I can confirm they do indeed when your pool is their water source. This resulted in our pool not being used by people as much this season. We're still now seeing quite large bees on our property daily and while I'm thankful they aren't wasps, it's also alarming with small kids running around. Just last week the railroad had a worker out doing repairs in their shed that's about 20 feet from the bee hives while one of the owners was out in a bee keeper head covering working with them. I bet that guy was nervous! I just want you all to be aware the hives being operated are growing in number (building more today even) and growing in nuisance. They do cause a problem to those of us who have to live nearby so I'm asking you to reconsider what requirements need to be in place for someone to legally keep them in town.

Thanks,

Tracy Barker



Lattice fence and hedge barriers around an apiary increase honey bee flight height and decrease stings to people nearby

Mihail Garbuzov & Francis L W Ratnieks

To cite this article: Mihail Garbuzov & Francis L W Ratnieks (2014) Lattice fence and hedge barriers around an apiary increase honey bee flight height and decrease stings to people nearby, Journal of Apicultural Research, 53:1, 67-74, DOI: [10.3896/IBRA.1.53.1.06](https://doi.org/10.3896/IBRA.1.53.1.06)

To link to this article: <https://doi.org/10.3896/IBRA.1.53.1.06>



Published online: 02 Apr 2015.



Submit your article to this journal [↗](#)



Article views: 5997



View related articles [↗](#)



View Crossmark data [↗](#)



Citing articles: 4 View citing articles [↗](#)

ORIGINAL RESEARCH ARTICLE



Lattice fence and hedge barriers around an apiary increase honey bee flight height and decrease stings to people nearby

Mihail Garbuzov^{1*} and Francis L W Ratnieks¹

¹Laboratory of Apiculture & Social Insects, School of Life Sciences, University of Sussex, Falmer, Brighton, BN1 9QG, UK.

Received 29 March 2013, accepted subject to revision 13 September 2013, accepted for publication 18 October 2013.

*Corresponding author: Email: M.Garbuzov@sussex.ac.uk

Summary

Urban beekeeping is becoming more popular in the UK. One of the challenges faced by urban beekeepers is finding a suitable apiary location. Honey bees are often perceived as a nuisance, mainly due to their stinging behaviour. Here, we experimentally test the assumption that barriers around an apiary such as walls or fences, force the bees to fly above human height, thereby reducing collisions with people and, consequently, stinging. The experiment was conducted in two apiaries using two common types of barrier: a lattice fence (trellis) and hedge. Barriers were 2 m high, which is taller than > 99% of humans and is also the maximum height allowed by UK planning regulations for garden fences or walls. We found that barriers were effective at both raising the mean honey bee flight height and reducing stinging. However, the effects were only seen when the barrier had been in place for a few days, not immediately after the barrier was put in place. Although this raises interesting questions regarding honey bee navigation and memory, it is not a problem for beekeepers, as any barrier placed around an apiary will be permanent. The effect of the barriers on raising bee flight height to a mean of c. 2.2-2.5 m was somewhat weak and inconsistent, probably because the bees flew high, mean of c. 1.6-2.0 m, even in the absence of a barrier. As barriers can also reduce wind exposure, improve security and are inexpensive, we recommend their use around urban apiaries in places such as private gardens or allotments, where nuisance to humans is likely to be a problem.

Las vallas de celosía y las barreras de seto en torno a un colmenar incrementan la altura de vuelo de las abejas y disminuyen las picaduras en personas de la proximidad

Resumen

La apicultura urbana es cada vez más popular en el Reino Unido. Uno de los retos a los que enfrentan los apicultores urbanos es encontrar un lugar adecuado para los apiarios. Las abejas de la miel son a menudo percibidas como una molestia, debido principalmente a su comportamiento defensivo de picar. En este sentido, hemos puesto a prueba experimentalmente la hipótesis de que ciertas barreras alrededor de un colmenar, como paredes o cercas, obligan a las abejas a volar por encima de la altura humana, lo que reduce las colisiones con la gente y, en consecuencia, las picaduras. El experimento se realizó en dos apiarios utilizando dos tipos comunes de barrera: una valla de celosía (enrejado) y otra de seto. Las barreras fueron de 2 m de altura, es decir más alto que el 99 % de los seres humanos y es también la altura máxima permitida por la normativa urbanística del Reino Unido para vallas de jardín o paredes. Encontramos que las barreras fueron efectivas en cuanto al aumento de la altura media de vuelo de la abeja de la miel y la reducción de las picaduras. Sin embargo, los efectos sólo se observaron cuando la barrera había estado en el lugar durante unos días, no inmediatamente después de que la barrera se pusiera. Aunque esto plantea preguntas interesantes respecto al vuelo de la abeja de la miel y de su memoria, no es un problema para los apicultores, ya que cualquier barrera colocada alrededor de un apiario sería permanente. El efecto de las barreras en el aumento de la altura de vuelo de la abeja a una media de alrededor de 2,2 a 2,5 m fue algo débil e inconsistente, probablemente porque las abejas volaron alto, con una media de

alrededor de 1,6 a 2,0 m, incluso en ausencia de barrera. Como las barreras pueden reducir también la exposición al viento, mejorar la seguridad y son de bajo costo, se recomienda su uso alrededor de los apiarios urbanos en lugares como jardines o huertos privados, en los que es probable que sea un problema molesto para los seres humanos.

Key words: Honey bee, beekeeping, apiary design, urban areas, bee navigation

Introduction

Although honey bee (*Apis mellifera*) hives are often kept in the countryside away from people and housing, many are also kept in urban and suburban areas. Indeed, urban beekeeping is becoming more popular (Benjamin and McCallum, 2011). For example, in London UK, the number of registered colonies doubled to more than 3,500 over the last 5 years (2008–13) and the number of beekeepers tripled (Alton and Ratnieks, 2013). This is an underestimate, since the registration is non-mandatory. One challenge to urban beekeeping is finding suitable apiary locations. Numerous general criteria exist for choosing a good apiary location, including proximity to rich nectar sources, vehicle access, shelter from strong wind, sunlight, good air circulation to avoid frost pockets, and water drainage (Morse, 1996; Cramp, 2008). However, for an urban beekeeper, perhaps the most important is seclusion from fellow humans (Burgett *et al.*, 1978).

Honey bees are often perceived as dangerous due to their stinging behaviour. Being stung by a honey bee worker is painful (Schmidt, 1990), but the main danger is to the small proportion of people (0.15 to 5.0%) who are allergic to hymenopteran venom, which can lead to anaphylaxis and in rare instances death (Schmidt, 1986; Neugut *et al.*, 2001). However, the risk is exceedingly small, as one is twice more likely to die from a lightning strike than from a bee sting (Schmidt, 1986). In the UK (England & Wales) in 2011, only two deaths were caused by “contact with hornets, wasps or bees”, three times fewer than were caused by a “bite or strike by dog” (Office for National Statistics, 2012). Many people believe they are allergic to honey bee stings, when in fact they are not (Charpin *et al.*, 1992), probably because the normal reaction of a non-allergic person is often considerable, involving immediate pain, followed by local swelling and itching lasting a day or more (Vetter and Visscher, 1998). In any event, a sting from a worker honey bee is an unpleasant experience and one to be avoided.

Barriers, such as fences, hedges or buildings, surrounding an apiary are often recommended in order to force the bees to fly above human height (Caron, 1976a in Burgett *et al.*, 1978; Cramp, 2008), thereby lessening the chance that foraging bees leaving or returning to their hives will bump into humans. As colliding bees may become entangled in hair or clothing, and often result in ineffective attempts to brush them off, this can easily lead to stinging. Here, we perform the first experimental test of this recommendation, using two types of barrier: a wooden lattice fence (trellis) and a hedge.

Material and methods

Experimental setup and procedure

The study was conducted using experimental apiaries set up at two locations: Wakehurst Place, West Sussex, UK (lat: 51.067163, long: -0.090604484) and Plumpton College, East Sussex, UK (lat: 50.911375, long: -0.081055820). Four strong honey bee colonies were used in each apiary.

The apiaries were located with a wooden shed and a brick wall on two sides (Wakehurst) or a large metal barn on one side (Plumpton), with the hives 50 cm from the building and facing away (Figs. 1,2). On other sides temporary barriers of either lattice fence or hedge were positioned 1 m from the hives, and could be swapped or removed within a few minutes as needed during the experiment. This was referred to as the “current” treatment in the analyses. Honey bee flight heights were recorded at four distances on the far side of the barrier at 1, 3, 6 and 16 m at Wakehurst. At Plumpton 8 m was used instead of 6 m due to the land layout, as there was a ditch at 6 m (Fig. 1B). Flight heights were recorded at each of 12 barrier × distance combinations on each day, and repeated on six non-consecutive days in the periods August to October, 2011 (Wakehurst) and July to September, 2012 (Plumpton). In addition, each of the three barrier treatments (lattice, hedge or no barrier) was left in place for multiple days (mean 9.1, range 2–23), before two of the six experiment days in each dataset; this was included as the “pre-treatment” in the analyses. At Wakehurst, due to the layout of the garden in which the apiary was located, only one direction could be investigated, but in the Plumpton apiary, the same procedure was replicated in two directions at 90° to each other, but the hives were not rotated, such that their entrances were always facing direction 1 (Fig. 1B). Thus, in total, three comparable datasets were obtained from two apiaries.

Barrier design

The lattice fence barrier (AVS Fencing Supplies Ltd; UK) was made of 1.83 × 1.83 m panels consisting of 11 horizontal and 11 vertical wooden planks 3.6 cm wide spaced at equal intervals and resulting in 100 14.3 × 14.3 cm empty gaps per panel, or 61.4% gap space.

The hedge barrier was made of large freshly-cut birch (*Betula* sp.) branches with leaves at the Wakehurst apiary and young potted Leyland cypress trees (*Cupressus × leylandii*) at the Plumpton apiary. The amount of empty space was comparable between the two types of hedge and to that in the lattice fence.

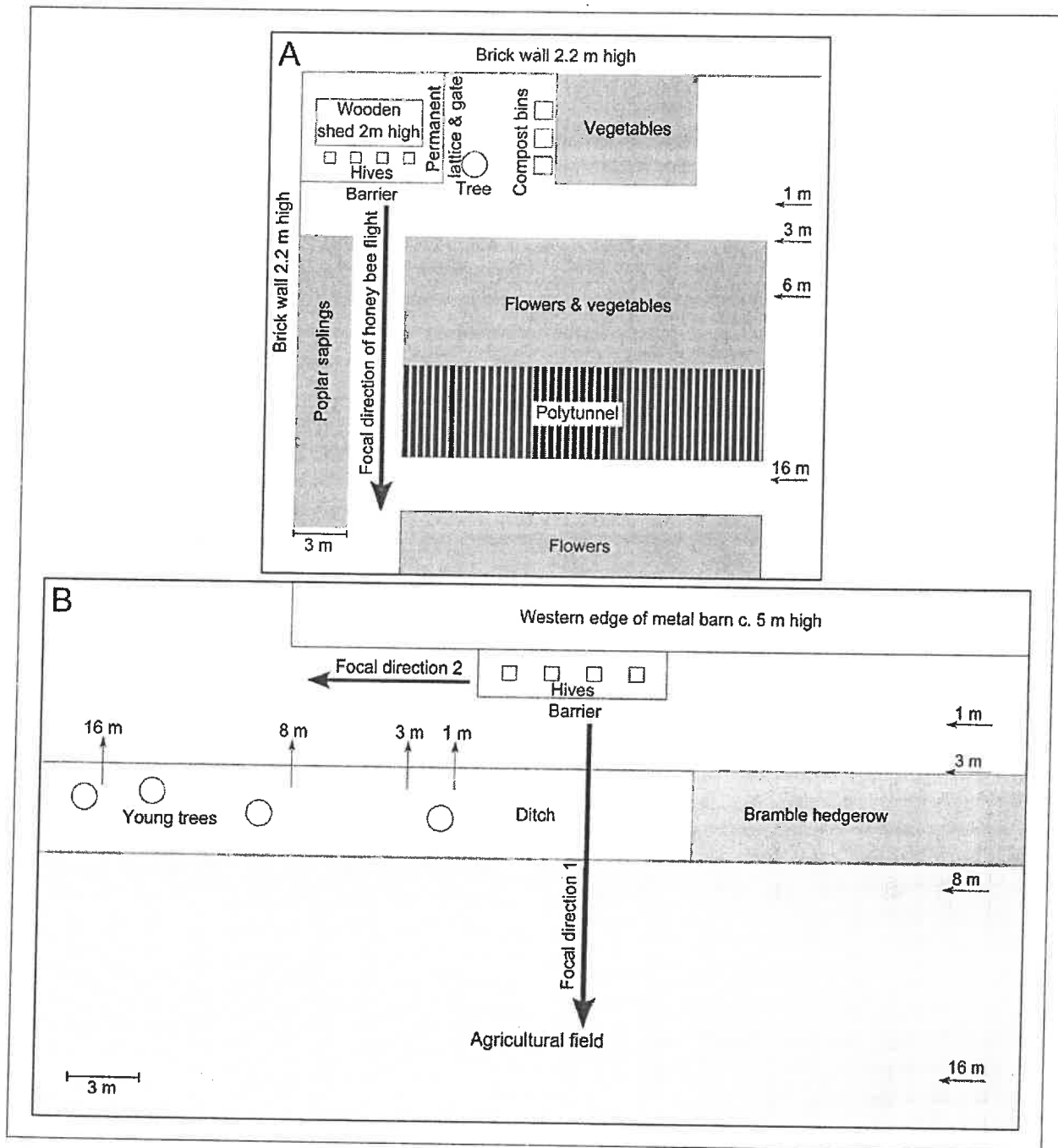


Fig. 1. Layout of the apiary and surrounding land at: **A.** Wakehurst Place; and **B.** Plumpton College. Small arrows mark the positions of the video camera at four distances perpendicular to the focal directions of honey bee flight.

All barriers were positioned 1 m in front of and perpendicular to the hive entrances (Figs. 1,2) and were 2 m high. To achieve this height the lattice panels were raised by 17 cm from the ground and hedge plants and branches were trimmed. In the Wakehurst apiary and in direction 1 in the Plumpton apiary, the length of the barrier was 8 m, while in direction 2 at Plumpton the length was 2 m (Fig. 1).

Measuring flight heights

The flight paths of honey bees were recorded at each distance using a Sony HDR-CX130E video camera. Recordings were made sequentially at each distance and barrier treatment against a white-painted plywood screen (1.6 m wide \times 3.5 m high), positioned perpendicular at the far end of the barrier and parallel to the focal direction of honey bee flight

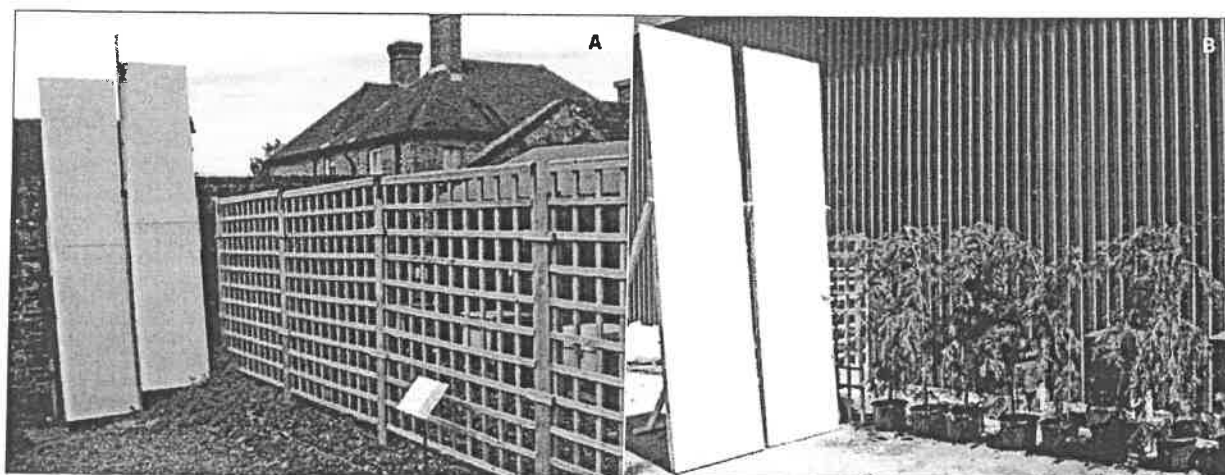


Fig. 2. Experimental apiary setup showing white-painted plywood screens next to the lattice fence barrier (**A.** Wakehurst) and the hedge (**B.** Plumpton).

(Figs. 1,2). The video camera was on a tripod at a height of 1.7 m and 20 m from the white background to reduce parallax error. The video was played back frame by frame on using QuickTime v. 7.7.3 on an Apple iMac computer with 19" (16:9) screen. Flying bees could be seen clearly as black dots. The flight heights of 10 consecutive individual honey bees (both incoming and outgoing) at each of the 12 barrier \times distance combinations on each experimental day were determined against a series of height markers on the white screen.

Measuring sting rate

Sting rate was measured by recording the number of stings to the experimenter (MG) during standardized trials, which involved simulating physical work by hitting a wooden post with a hammer for 2 min at 1 m from the barrier position. One trial was made at each of the 3 barrier treatments on each experimental day at each apiary.

Statistical analyses

Data were analysed using R v. 2.15.2 (R Development Core Team, 2012). The effects of current barrier, pre-treatment barrier, and distance from the barrier on honey bee flight height in each of the three full datasets (1 from the Wakehurst apiary, 2 from the Plumpton apiary) were analysed using generalized linear mixed-effect models (GLMM) with function *lme* (part of package *nlme* (Pinheiro *et al.*, 2012)), using the maximum-likelihood estimation method. To account for putative non-independence of data within the same experimental day and to assess the need for GLMM, date was included as a random effect in the model before testing the fixed effects. We first compared the generalized least squares model (without the random effect) with the random intercept model and with the random intercept and slope model. In each dataset addition of the random intercept to the model significantly improved the fit to the data ($P < 0.05$). However, further addition of the random slope did not improve the fit significantly (see Results). The significance of the main effects (distance, current barrier

and pre-treatment barrier) and their interactions were tested using the top-down model selection protocol and the likelihood ratio test, where the optimal model is arrived at by removing non-significant terms from the beyond optimal model (Zuur *et al.*, 2009).

The effects of current and pre-treatment barrier on the number of stings per trial were analysed using 2-way ANOVA, since the inclusion of date as random effect did not significantly improve the fit of the model. Post-hoc pairwise comparisons of levels within significant factors and interactions were carried out using Tukey's test (function *glht*, package *multcomp* (Hothorn *et al.*, 2008)). All values reported are means \pm standard error, unless otherwise stated.

Results

Effects of current barrier, pre-treatment and distance on honey bee flight height

Wakehurst apiary

The addition of date as random intercept significantly improved the fit of model ($L = 6.653$, $df = 1$, $P = 0.001$). However, the addition of random slope did not ($L = 5.074$, $df = 5$, $P = 0.407$). Therefore, date was retained as random intercept in the model selection process.

The optimal model contained distance ($L = 8.183$, $df = 1$, $P = 0.004$) and pre-treatment barrier ($L = 8.805$, $df = 2$, $P = 0.012$) as significant main effect terms. Current barrier was not a significant factor ($L = 3.632$, $df = 2$, $P = 0.163$). Flight height was higher at 3 m from the barrier (2.32 ± 0.06 m) than at 6 m (2.05 ± 0.06 m; $P = 0.005$) or 16 m (2.02 ± 0.06 m; $P = 0.002$) (Fig. 3A). All other pairwise differences between distances were non-significant ($P > 0.05$). Flight heights were also higher on days when the bees were pre-treated with lattice fence (2.31 ± 0.05 m), compared to either hedge (2.03 ± 0.05 m; $P < 0.001$) or no barrier (2.09 ± 0.05 m; $P = 0.009$). Hedge and no barrier pre-treatments were not different from each other ($P = 0.682$) (Fig. 3D).

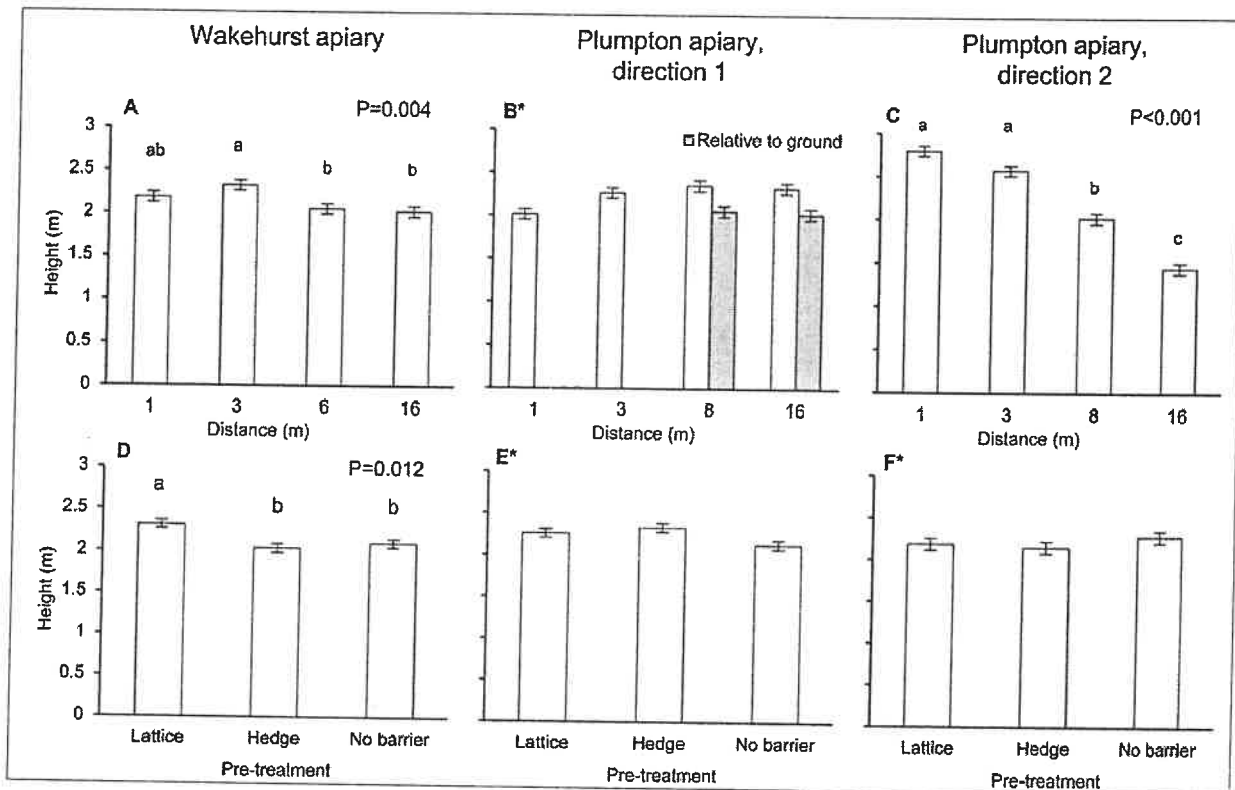


Fig. 3. Effect of distance (A-C) and pre-treatment barrier (D-F) on mean honey bee flight height in the Wakehurst apiary (A,D) and the Plumpton apiary at directions 1 (B,E) and 2 (C,F). Letters above bars represent results of Tukey's post-hoc pairwise comparison test. * In B, D & F, significance of main effects was not tested due to their involvement in significant interactions (see Results, Fig 4). Height measurements are relative to the ground level under the apiary. In B, the ground level at 8 m and 16 m was higher than at the apiary. Hence, the grey bars show bee flight height relative to the ground level at these distances. Bar heights are means \pm standard error.

Plumpton apiary, direction 1

The addition of date as random intercept significantly improved the fit of the model ($L = 7.002$, $df = 1$, $P = 0.008$), however the addition of random slope did not ($L = 6.674$, $df = 5$, $P = 0.246$). Therefore, date was retained as random intercept in subsequent model selection process.

The optimal model contained distance * pre-treatment ($L = 27.534$, $df = 2$, $P < 0.001$) and current barrier * pre-treatment ($L = 16.027$, $df = 4$, $P = 0.003$) as significant interaction terms. The significance of main effect terms was not tested further, as all of these were involved in at least one of the above significant interactions.

The results of selected pairwise comparisons (including all those with significant differences) within the distance * pre-treatment interaction are shown in (Table 1). In summary, there was evidence of higher flight heights at 1 m distance from the barrier when the bees were pre-treated with either lattice (2.17 ± 0.10 m; $P = 0.056$) or hedge (2.28 ± 0.10 m; $P < 0.01$), compared to no barrier (1.62 ± 0.10 m) (Fig. 4B). There was also some evidence of a similar, but weaker effect at 3 m distance (2.00 ± 0.11 m) from the barrier position (1 m vs. 3 m no barrier comparison, $P = 0.302$) (Fig. 4B).

Table 1. Sub-set of the results of pairwise treatment comparisons, tested using post-hoc Tukey's test, exploring the distance * pre-treatment interaction in the Plumpton apiary direction 1. All significant (bold) and some non-significant pairs are shown; all pairs that are not shown are not significant at 5% confidence level.

Distance 1	Pre-treatment barrier 1	Distance 2	Pre-treatment barrier 2	P-value
1	Lattice	1	No barrier	0.056
1	Hedge	1	No barrier	<0.01
3	Lattice	1	No barrier	<0.01
3	Hedge	1	No barrier	<0.01
8	Lattice	1	No barrier	0.055
8	Hedge	1	No barrier	<0.01
16	Lattice	1	No barrier	<0.01
16	Hedge	1	No barrier	0.056
1	Lattice	3	No barrier	0.99
1	Hedge	3	No barrier	0.87
3	Lattice	3	No barrier	0.44
3	Hedge	3	No barrier	0.44
3	No barrier	1	No barrier	0.30
8	No barrier	1	No barrier	<0.01
16	No barrier	1	No barrier	<0.01
8	No barrier	3	No barrier	0.25
16	No barrier	3	No barrier	0.03

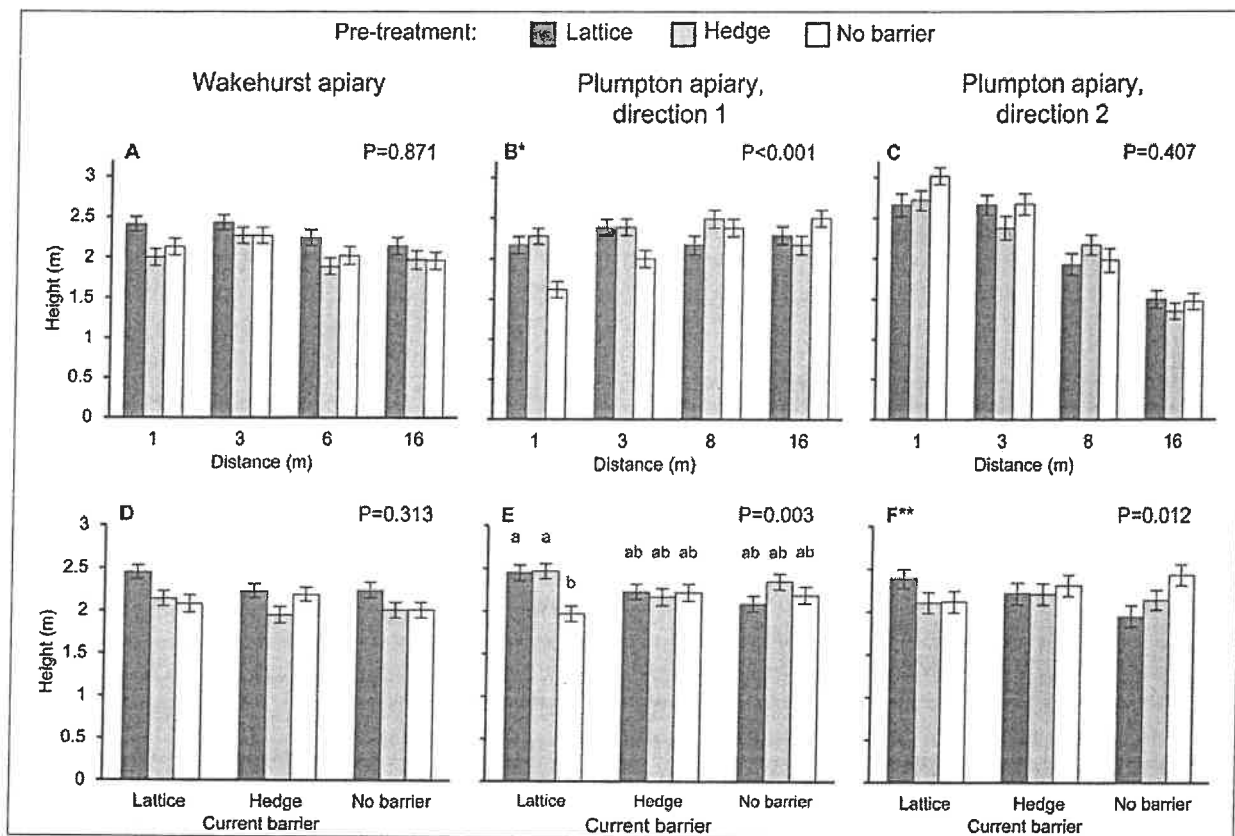


Fig. 4. The effects of distance * pre-treatment (A-C) and current barrier * pre-treatment (D-F) interactions on honey bee flight height in the Wakehurst apiary (A,D) and the Plumpton apiary direction 1 (B,E) and 2 (C,F). Letters above bars represent results of Tukey's post-hoc pairwise comparison test (* in B, the results are found in Table 1; ** in F, despite significant interaction, no pairwise comparisons between treatments were significant). Bar heights are means \pm standard error.

Within the current barrier * pre-treatment interaction, flight height was greater after a quick change of barrier to lattice (current) and only when the bees were pre-treated to either lattice (2.45 ± 0.09 m; $P = 0.049$) or hedge (2.47 ± 0.09 m; $P = 0.028$), compared to the absence of a barrier (1.97 ± 0.09 m) (Fig. 4E). All other pairwise differences were non-significant ($P > 0.05$).

Plumpton apiary, direction 2

The addition of date as random intercept on the fit of model was non-significant ($L = 3.808$, $df = 1$, $P = 0.051$). However the addition of random slope had clearly non-significant effect ($L = 3.272$, $df = 5$, $P = 0.658$). The decision was taken to retain date as random intercept in subsequent model selection process, as its non-significance was marginal and it was used in the two previous analyses.

The optimal model contained distance as main effect ($L = 195.376$, $df = 1$, $P < 0.001$) and current barrier * pre-treatment interaction ($L = 12.844$, $df = 4$, $P = 0.012$) as significant terms. The significance of current barrier and pre-treatment main effects was not tested, as these were involved in the significant interaction.

Flight height tended to decrease with distance (Fig. 3C); although it was not significantly different between 1 m (2.80 ± 0.07 m) and 3 m

(2.57 ± 0.08 m; $P = 0.094$), it was significantly different from both 8 m (2.08 ± 0.08 m) and 16 m (1.44 ± 0.06 m) (all $P < 0.001$).

Although the current barrier * pre-treatment interaction was significant in the final optimal model, no pairwise differences turned out significant (all $P > 0.05$). A qualitative look at the interaction (Fig. 4F) suggests that it is similar to the same interaction in direction 1 (which is significant in that dataset), as the flight height tended to be greater when the barrier was changed to lattice (2.39 ± 0.11 m) compared to no barrier (1.95 ± 0.13 m), but only when the bees were pre-treated to lattice ($P = 0.188$, lowest p -value of all pairwise comparisons).

Effects of current barrier and pre-treatment on the sting rate

In the Wakehurst apiary, 0 stings were recorded in a total of 18 2-minute trials. As a result, no further analyses were performed. In the Plumpton apiary, 10 stings in total were recorded using the same procedure. Since all trials were conducted at the same distance (1 m) from the barrier position, only current barrier and pre-treatment were included as fixed factors. The addition of date as random intercept ($L = 1.245$, $df = 1$, $P = 0.265$) and slope ($L < 0.001$, $df = 5$, $P = 1.000$)

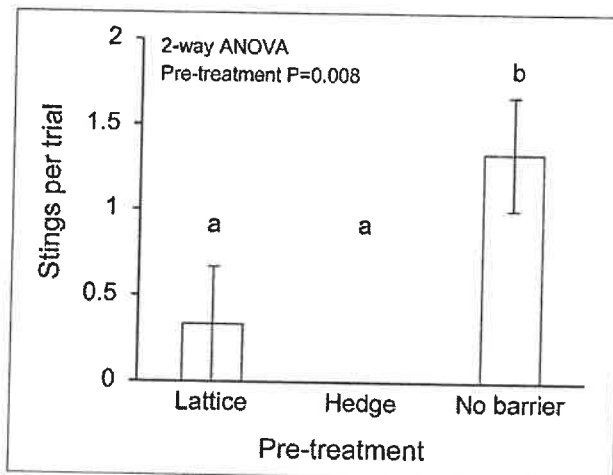


Fig. 5. The effects of pre-treatment barrier on the number of stings per trial. Letters above bars represent the results of Tukey's post-hoc pairwise comparison test. Bar heights are means \pm standard error.

did not significantly improve the fit of the model. Hence, the data were analysed using 2-way ANOVA. Pre-treatment had a significant main effect on the number of stings per trial ($F_{2,9} = 8.667$, $P = 0.008$), however current barrier did not ($F_{2,9} = 2.167$, $P = 0.171$) and there was no significant interaction ($F_{4,9} = 1.667$, $P = 0.241$). The number of stings per trial was lower when the bees were pre-treated to either lattice (0.33 ± 0.33 ; $P = 0.036$) or hedge (0.00 ± 0.00 ; $P = 0.008$) compared to no barrier (1.33 ± 0.33), a reduction of 87% (Fig. 5).

Discussion

The results show that a barrier always tended to raise honey bee flight height provided that it had been in place for a few days (i.e., was a pre-treatment). When the barrier treatment was changed, there was usually no immediate effect on flight height. The fact that a barrier needs to be in place for several days to be effective is not a problem for beekeepers, as barriers, whether hedges, lattice, or a building, are effectively permanent structures. However, it does lead to interesting questions in terms of honey bee memory and navigation. Returning foragers use special 'proximal' navigation in the hive vicinity, within a few metres, which is distinct from the 'distal' navigation used at long distances (Palikij *et al.*, 2012). Presumably, forager bees adopt a landing and take-off flight path that is appropriate to the barrier and use this path for some time even if the barrier is changed. This would indicate that they store multiple landmarks in their memory, so that changing one landmark, the presence or absence of a barrier, does not immediately change the flight path.

The effects on flight height were weak and inconsistent, probably because even in the absence of a barrier honey bees flew relatively high, mean c. 1.6 - 2.0 m. The effect of a 2 m barrier was, therefore, small, raising mean flight height to only c. 2.2 - 2.5 m. We deliberately used barriers of only 2 m as this is above the height of almost all

humans (United States Census Bureau (2012) data show that 99.5-100% of men, depending on age group, and 100% of women are under 6 foot 6 inches tall (2m = 6 foot 6 3/4 inches)). In addition, this is a convenient height both in the purchase of fencing materials (which are often 6 foot or just under 2 m, and so can be made 2 m high by raising slightly off the ground when attaching to support posts) and in hedge trimming. Furthermore, British planning regulations require boundary fences or walls of over 2 m in height to have special planning permission (Planning Portal, n. d.). A beekeeper with an apiary in his or her garden can, therefore, erect a 2 m boundary fence without permission, except along road frontage where the maximum height is 1 m. Hedges are not restricted.

Our data indicate that barriers can potentially greatly reduce the chance of being stung in the vicinity of an apiary. This is of importance, as stinging is by far the most unwelcome thing that honey bees can do to people. Although experienced beekeepers are generally used to bee stings, members of the general public are not and a bee sting is generally a painful experience (Schmidt, 1990). Reduced stinging is probably a consequence of the greater proportion of forager bees flying above human height. However, the marked differences in sting rate between the two study apiaries suggest that the selection of non-aggressive colonies can also be of high importance. Colonies used in the Wakehurst apiary were loaned by a local semi-commercial beekeeper, who had deliberately provided us with non-aggressive colonies for public safety reasons. In contrast, in the Plumpton apiary, colonies were randomly selected from those belonging to the Laboratory of Apiculture & Social Insects without regard to aggressiveness.

We think that these results would apply equally or possibly more strongly to solid barriers than to permeable ones, such as those used in this study. Casual observations made during the study and previous experience in using barriers around apiaries showed us that the vast majority of bees (> 95%) did not fly through the gaps in the barriers, but instead flew above them. This is similar to solid barriers, which do not allow any bees to fly through them. However, there are other considerations under which the use of an open barrier may be preferred. For example, depending on the layout of the apiary, open barriers may allow the hives to receive more direct sunshine and may promote better air circulation.

We conclude that barriers, such as those used in this study, are an effective way of reducing stings and contacts with bees in the vicinity of an apiary. We, therefore, recommend their use around apiaries, particularly in urban or suburban locations, such as private gardens or allotments, where nuisance to other people is likely to be a problem. Barriers are low cost and have other advantages, such as in reducing exposure to wind and improving security. Barriers may be of additional value when seeking permission to locate an apiary on borrowed land, such as on an allotment owned by a local council. The use of barriers could be considered an element of good practice, and one of several things that a beekeeper can do to reduce nuisance, and especially stinging, to other people.

Acknowledgments

MG's PhD, of which this study is a part, was funded by The Body Shop Foundation (Award Reference: MAIN/11/00865). We are very grateful to Luciano Scandian for lending us his honey bee colonies for use in the experiment. We also thank Iain Parkinson, David Lamb and their respective institutions (Wakehurst Place, Plumpton College) for their encouragement, assistance and for providing apiary locations. Two anonymous referees provided comments that helped to improve an earlier draft of this manuscript.

References

- ALTON, K; RATNIEKS, F L W (2013) To bee or not to bee. *Biologist* 60 (4): 12-15.
- BENJAMIN, A; MCCALLUM, B (2011); *Bees in the city: the urban beekeepers' handbook*. Guardian Books; London, UK. 247 pp.
- BURGETT, M; CARON, D M; AMBROSE, J T (1978) Urban apiculture. In *G W Frankie; C S Koehler, C S (Eds). Perspectives in urban entomology*. Academic Press; New York, USA. pp. 187-219.
- CHARPIN, D; BIRNBAUM, J; LANTEAUME, A; VERVLOET, D (1992) Prevalence of allergy to hymenoptera stings in different samples of the general population. *Journal of Allergy and Clinical Immunology* 90(3): 331-334. [http://dx.doi.org/10.1016/S0091-6749\(05\)80011-9](http://dx.doi.org/10.1016/S0091-6749(05)80011-9)
- CRAMP, D (2008) *A practical manual of beekeeping. How to keep bees and develop your full potential as an apiarist*. How to Books; Begbroke, UK. 304 pp.
- HOTHORN, T; BRETZ, F; WESTFALL, P (2008) Simultaneous inference in general parametric models. *Biometrical Journal* 50(3): 346-363. <http://dx.doi.org/10.1002/bimj.200810425>
- MORSE, R A (1996) *The new complete guide to beekeeping (4th Ed.)*. W W Norton & Co; New York, USA. 208 pp.
- NEUGUT, A I; GHATAK, A T; MILLER, R L (2001) Anaphylaxis in the United States. An investigation into its epidemiology. *Archives of Internal Medicine* 161(1): 15-21. <http://dx.doi.org/10.1001/archinte.161.1.15>
- OFFICE FOR NATIONAL STATISTICS (2012) Mortality statistics: deaths registered in England and Wales (Series DR), 2011. <http://www.ons.gov.uk/ons/rel/vsob1/mortality-statistics--deaths-registered-in-england-and-wales--series-dr-/2011/index.html>
- PALIKIJ, J; EBERT, E; PRESTON, M; McBRIDE, A; JANDER, R (2012) Evidence for the honey bee's place knowledge in the vicinity of the hive. *Journal of Insect Physiology* 58(10): 1289-1298. <http://dx.doi.org/10.1016/j.jinsphys.2012.07.001>
- PINHEIRO, J; BATES, D; DEBROY, S; SARKAR, D; R DEVELOPMENT CORE TEAM (2012) *nlme: linear and nonlinear mixed effects models*, R package version 3.1-105.
- PLANNING PORTAL (no date). Fences, gates and garden walls. <http://www.planningportal.gov.uk/permission/commonprojects/fenceswallsgates>
- R DEVELOPMENT CORE TEAM (2012) *R: a language and environment for statistical computing*, version 2.11.1. R Foundation for Statistical Computing; Vienna, Austria.
- SCHMIDT, J O (1986) Allergy to hymenoptera venoms. In *T Piek (Ed.). Venoms of the hymenoptera. Biochemical, pharmacological and behavioural aspects*. Academic Press; London, UK. pp. 509-546.
- SCHMIDT, J O (1990) Hymenopteran venoms: striving toward the ultimate defense against vertebrates. In *D L Evans; J O Schmidt (Eds). Insect defenses. Adaptive mechanisms and strategies of prey and predators*. State University of New York Press; Albany, USA. pp. 387-419.
- UNITED STATES CENSUS BUREAU (2012) The 2012 statistical abstract. Health and nutrition. Cumulative percent distribution of population by height and sex. <http://www.census.gov/compendia/statab/2012/tables/12s0209.pdf>
- VETTER, R S; VISSCHER, P K (1998) Bites and stings of medically important venomous arthropods. *International Journal of Dermatology* 37(7): 481-496. <http://dx.doi.org/10.1046/j.1365-4362.1998.00455.x>
- ZUUR, A F; IENO, E N; WALKER, N J; SAVELIEV, A A; SMITH, G M (2009) *Mixed effects models and extensions in ecology with R*. Springer; New York, USA. 574 pp.

how close does a water source need to be to a beehive



All

Shopping

Images

News

Videos

More

Tools

About 6,080,000 results (0.58 seconds)

proximity to water

Bees are highly efficient insects who aren't going to fly 50 yards to a bird bath if your neighbor's pool or dog water-bowl is 5 yards away. Be sure to place a water source with gently sloping sides, or stones to land on, within **50-100 feet** of your hive.

<https://beebuilt.com> › pages › beehive-placement

Beehive Placement - Bee Built

About featured snippets • Feedback

People also ask

How close does a bee hive need to be to water?

It is best to have a water source that is **no more than one mile** from your hive. The closer the water source is the happier your bees will be. Consider this when you are first choosing a spot for your hive.



<https://honestbeekeeper.com> › Blog

How Far Do Bees Travel For Water? - Honest Beekeeper

Search for: How close does a bee hive need to be to water?

Where do you put the water source for bees?

Do honey bees need water nearby?

In the height of summer, when temperatures are soaring, it's important to remember that bees (and all wildlife) need access to safe drinking water. **Honey bees need water but may drown while trying to collect it.** Keep bees from drowning in your pool or pet's water bowl by providing a safe place for them to drink.

<https://www.honeyflow.com.au> › blogs › beekeeping-basics

ORDINANCE NO. 1035

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF NEVADA, IOWA, 2005, BY ADDING CHAPTER 159, VACANT PROPERTY, TO ESTABLISH A VACANT PROPERTY CODE REGISTRATION AND MAINTENANCE PROGRAM

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 159, entitled Vacant Property Code, which is hereby adopted to read as follows:

159.01 PURPOSE. It is the purpose and intent of this ordinance to establish a vacant property code registration and maintenance program as a mechanism of preserving and promoting the public health, safety, prosperity and general welfare, and to abate and prevent public and private nuisances and potential fire hazards and to providing for administration, enforcement and penalties. This ordinance applies to all property types in the City of Nevada.

159.02 DEFINITIONS. For the purpose of this chapter, the following definitions shall apply.

1. "Accessory Building" means a detached building or structure on the same lot, with and of a nature customarily incidental and subordinate to the principle building or structure or use of the land, i.e. greenhouse, garage, carport, retaining wall or shed.
2. "Building" means any structure used or intended for supporting or sheltering any use or occupancy.
3. "Building and Zoning Official" means the official who is charged with the administration and enforcement of this code, or any duly authorized representative. Third party contractors may also represent the City as needed to complete legal actions or specialized inspections or assessments.
4. "Good Repair" means free from blights and hazardous conditions, clean and sanitary, and in safe condition.
5. "Imminent Hazard" means a condition which could cause serious or life-threatening injury or death at any time.
6. "Owner" means any person who, alone or jointly and severally with others shall have legal title to the property.
7. "Structure" means anything constructed or erected, which requires location on the ground or attached to something having location on the ground.
8. "Unoccupied" means a building in which there is a lack of physical presence on a regular basis for the purpose for which it was erected or a building unfit for occupancy due to a failure to meet minimum standards set out by City ordinances. The storage of products and materials does not constitute occupancy unless authorized by the City.
9. "Unsecured" means a building or portion of a building that is open to entry by unauthorized persons without the use of tools.
10. "Vacant Building" means a building or structure that is unoccupied and/or no person or persons currently reside in the building or operate a lawful business open regularly for business, and meets one or more of the following:
 - (a) Unsecured or secured by means other than those used in the design of the building;
 - (b) Declared unfit for occupancy by the Building and Zoning Official or other authorized representative;
 - (c) Has been deemed a dangerous and/or dilapidated building by the City of Nevada;
 - (d) Persistent housing, building, fire, health and safety, nuisance or zoning code violations;
 - (e) Lacks one or more utilities (water, sewer, gas, electric) for a period of six (6) months; or
 - (f) Any unoccupied building that has been the site of unlawful activity within the last six (6) months.

11. "Weeds" means dense growth of all weeds, vines, brush or other vegetation which may constitute a health, safety or fire hazard.

159.03 APPLICABILITY. The provisions of this chapter shall apply to all buildings in the City of Nevada, Iowa vacant for one hundred eighty (180) consecutive days, and all buildings which have been partially vacant for one hundred eighty (180) days, in any zoning district.

Nothing contained herein shall be deemed to authorize the use of a structure or premises contrary to any other provision of the Code of Ordinances. Repairs, additions or alterations to a structure shall be done in accordance with the procedures and provisions of State and local laws. Nothing in this section shall be construed to cancel, modify or set aside any provision of the City Zoning Ordinance or Building Code.

The provisions of this chapter shall apply to structures designated by the Federal Government, State or City as historic buildings. Any work to said structures shall also comply with the current International Building Code as adopted by the City.

159.04 REGISTRATION REQUIRED. The owner of a vacant building to which this chapter applies shall be required to register the property within thirty (30) days of becoming vacant. It is the owner's burden to monitor its property and determine if it is vacant as defined by this chapter. Upon enactment of this chapter, any building vacant must register the property no later than January 1, 2023.

The owner shall submit the following information to the City and shall update the registration form annually and/or as changes occur.

- (a) Contact information for all owners. If the owner does not reside in the State of Iowa, the owner shall provide the name, address, telephone number and email address of an agent who is available for service of process within the State of Iowa. If the owner is other than a natural person, the following shall apply, as appropriate:
 - (i) If the owner is a corporation, limited liability company or general partnership, the registration statement shall provide the name and address of the registered agent.
 - (ii) If an estate, the name and business address of the personal representative of the estate.
 - (iii) If a trust, the names and addresses of the trustee or trustees.
- (b) Contact information for a responsible person who may be contacted at all times for inspections, emergency repairs, or maintenance.
- (c) Names and addresses of all known lienholders and other parties with an ownership interest in the property.
- (d) Proof of insurance coverage for the property and all structures thereon.
- (e) An acknowledgement by the owner that grass and weeds shall not be in violation of Nevada Code Chapter 151.
- (f) An acknowledgement by the owner that snow and ice shall be removed from the sidewalks in accordance with the time set forth in Nevada Code Chapter 136.

159.05 VACANT PROPERTY STANDARDS. All vacant buildings subject to registration shall be adequately protected from intrusion by trespassers and pests, and from deterioration by the weather. The buildings must also comply with the following standards":

- 1. All buildings or structures subject to this chapter must comply with all building, fire, property maintenance, zoning, or other application sections of this Code of Ordinances, and shall apply for all necessary building, fire and zoning permits, if any are required to bring the structure into compliance.
- 2. Doors, windows and other openings shall be weathertight and secured against entry by birds, vermin and trespassers. Missing or broken glass in doors, windows and other such openings shall

be repaired or replaced with glass within six (6) months or becoming vacant. No building opening shall be boarded for more than twelve (12) months. All first floor or ground level windows, doors and openings shall be free of any posters, paper or fabric coverings.

3. All waste, debris, rubbish, and garbage shall be removed from the exterior of the property and from areas visible from the public right-of-way such as porches, carports, or other open areas.
4. The roof and flashings shall be sound and tight, not admit moisture, or have defects which might admit moisture, rain, or roof draining and shall allow for sufficient drainage to prevent dampness or deterioration in the interior of the building.
5. The building shall be maintained in good repair and structurally sound. The building shall be maintained in a sanitary manner and in a manner that does not pose a threat to the public health, safety and welfare.
6. The foundation walls shall be maintained structurally sound and in a sanitary condition so as not to pose a threat to the public health, safety and welfare, shall be capable of supporting the load which normal use may cause to be placed thereon, and shall be free from open cracks and breaks, free from leaks, and be vermin proof.
7. The exterior walls shall be free of holes, breaks, and loose or rotting materials. Exposed metal, wood, or other surfaces shall be protected from the elements and against decay or rust by periodic applications of weather coating materials, such as paint or similar surface treatment.
8. All balconies, canopies, marquees, signs, metal awnings, stairways, fire escapes, standpipes, exhaust ducts and similar features shall be in good repair, anchored, safe and sound. Exposed metal, wood, or other surfaces shall be protected from the elements and against decay or rust by periodic applications of weather-coating materials, such as paint or similar surface treatment.
9. The cornices, belt courses, corbels, terracotta trim, wall facings and similar decorative features shall be safe, anchored and in good repair. Exposed metal, wood, or other surfaces shall be protected from the elements and against decay or rust by periodic applications of weather-coating materials, such as paint or similar surface treatment.
10. Chimneys, cooling towers, smokestacks and similar appurtenances shall be structurally safe and in good repair. Exposed metal, wood, or other surfaces shall be protected from the elements and against decay or rust by periodic applications of weather-coating materials, such as paint or similar surface treatment.
11. Public walkways shall be in good repair, shall be safe for pedestrian travel, and shall be free of snow and ice. Snow and ice removal shall be completed within twenty-four (24) hours of a snowfall.
12. Accessory buildings and structures such as garages, sheds and fences shall be free from safety, health and fire hazards.

159.06 EXEMPTIONS.

1. **Property Actively Listed for Sale or Lease.** A vacant property that is actively listed and offered for sale or lease shall be exempt from the registration requirements, provided however that if, after twelve (12) months of active listing, the property remains vacant, registration is required.

2. **Temporary Vacancy of Owner-Occupied Dwellings.** A vacant owner-occupied residential property where the owner resides in another state for six (6) months or less per calendar year shall be exempt from the registration requirement.

159.07 INSPECTIONS. The owner shall cooperate with and facilitate inspections of the premises at reasonable times pursuant to reasonable notice to determine compliance with the requirements of this chapter. Obstructing a duly authorized inspection, including refusing entry or access to portions of the building subject to registration, shall be a violation of this chapter. The owner shall notify the Building Inspector within thirty (30) business days of any changes to the contact information of the owner or responsible person.

Upon inspection, an authorized official or his/her designee, shall issue orders to repair for work needed:

- (a) To adequately protect the building from intrusion by trespassers and from deterioration by the weather;
- (b) To comply with the vacant building maintenance standards set forth in this chapter;
- (c) To ensure that allowing the building to remain will not be detrimental to public health, safety and welfare, will not unreasonably interfere with the reasonable and lawful use and enjoyment of other premises within the neighborhood; or
- (d) To eliminate any hazards to police officers or firefighters that may enter the premises in times of emergency.

When issuing Orders to Repair, the authorized official shall specify the deadline for completion of the repair required and shall mail the notice to the owner or responsible person identified in the permit. All work done pursuant to this chapter shall be done in compliance with any applicable Building, Fire, Property Maintenance and Zoning Codes and Ordinances.

159.08 RIGHT OF ENTRY. Right of entry is authorized by the International Building Code and the International Fire Code. All owners subject to registration consent to the entry of duly authorized officials of the City if such official has reason to believe than an emergency situation exists with respect to the building or structure that tends to create an imminent hazard to health, welfare or safety of the general public, in the discretion of such official, then such official may enter the building to inspect the premises, without notifying the responsible party or obtaining a warrant. If such official finds an emergency situation exists in fact, which presents an imminent hazard to the health, welfare or safety of the general public, then such official may cause any reasonable action, including the employment of necessary labor and materials, to perform emergency repairs to alleviate the hazard. City employees will confer with legal counsel prior to entering or causing entry to be made to premises and/ or performing any emergency repairs without prior owner notification and consent. Costs incurred in the performance of emergency repairs may be paid by the City and if so paid, the City may levy a special assessment against the property to recover the costs.

159.09 VIOLATION AND ENFORCEMENT.

1. If the City determines the property is in violation of this chapter, the City may notify the owner of the violation by providing a Notice of Violation sent via regular and certified mail. The Notice of Violation shall identify the sections in violation, a corrective action and a timeframe for compliance.

2. The property shall be subject to complying with other applicable City Codes including nuisance, property maintenance, zoning, building, fire, etc. Violations of other applicable codes will follow the enforcement procedures outlines within the appropriate chapter.

3. Any owner who fails to comply with the provisions of this chapter shall be subject to a fine as set forth in Chapter 4.

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.

Proof Of Publication In
NEVADA JOURNAL

CITY OF NEVADA
1209 6TH STREET
NEVADA, IA 502010530

STATE OF WISCONSIN, BROWN COUNTY

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

CITY OF NEVADA
PH Notice - Amendments to Code of Ordinance - Vacant Property

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

September 15, 2022

the last day of said publication being the
15th day of September, 2022

EXHIBIT A
NOTICE OF PUBLIC HEARING
CONCERNING
AMENDMENTS TO THE
NEVADA CODE OF ORDINANCES

YOU ARE HEREBY NOTIFIED that
the City of Nevada, Iowa, pro-
posed to add to the Nevada Code
of Ordinances by adding a new
Chapter 159, Vacant Property. The
new Chapter establishes a vacant
property code registration and
maintenance program. A copy of
the proposed new Chapter to the
Code of Ordinances of the City of
Nevada, Iowa is available on the
City's website and in the City Clerk's
office.

YOU ARE FURTHER NOTIFIED,
that a Public Hearing will be held
in the City Council Chambers, 1209
6th Street, Nevada, Iowa 50201, at
the City Council Meeting sched-
uled to begin at 6:00 p.m. on the
12th day of September 2022 at
which time the Council will hear
comments for and against the
proposal from any interested par-
ty. You have a right to attend and
express your views on this pro-
posal. If you are unable to attend,
you may submit your written com-
ments addressed to the City Clerk,
1209 6th Street, Nevada, Iowa
50201. Your written comments
must be received no later than
4:00 p.m. on the 12th day of Sep-
tember, 2022. At the conclusion of
the Public Hearing, the Council
will consider the Proposed Ord-
nances.

Kerin Wright, City Clerk

Published in the Nevada Journal
on September 15, 2022 (1T)

Legal Clerk

Notary Public, State of Wisconsin, County of Brown

My commission expires

sworn to before me and subscribed in my presence by this the
15th day of September, 2022

FEE: \$27.26
AD #: 0001464011
ACCT: 37490

AMY KOKOTT
Notary Public
State of Wisconsin

Passed and approved this 26th day of September, 2022.
Passed and approved this 10th day of October, 2022.
Passed and approved this 24th day of October, 2022.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

RESOLUTION NO. 045 (2022/2023)

**A RESOLUTION APPROVING THE CAMELOT THEATER AGREEMENT WITH
THE CITY OF NEVADA, IA**

WHEREAS the City of Nevada, IA ("City") desires to enter into an Agreement with the Camelot Theater Foundation; and

WHEREAS the IDEA has awarded a Community Catalyst and Building Remediate Grant in an amount not to exceed \$100,000 for the S.E. Briggs Block (Tipton Building) Project; and

WHEREAS the owners of the property, JLA, LLC and Kathy Kockler have proposed to undertake the redevelopment of a mixed-use building situated at 1104 6th Street; and

WHEREAS the IDEA and the City are willing to jointly participate in said project in the manner provided in the Catalyst Agreement attached;

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

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

1. The Iowa Economic Development Authority Community Catalyst Building Remediation Grant Agreement for 1104 6th Street, is approved.
2. The Mayor is hereby authorized and directed to execute said Agreement on behalf of the City and the City Clerk is authorized to take any other action necessary to effectuate this Agreement.

Passed and Approved this 24th day of October, 2022.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Moved by Council Member Sandy Ehrig, seconded by Council Member Dane Nealson, that Resolution No. 045 (2022/2023) be adopted.

AYES:

NAYS:

ABSENT:

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 045 (2022/2023) at the regular Council Meeting of the City of Nevada, Iowa, held on the 24th day of October, 2022.

Kerin Wright, City Clerk

F:\Office\Council\Resolutions\2022-2023\045-Camelot Theater Agrmt.docx

ECONOMIC DEVELOPMENT GRANT AGREEMENT

THIS AGREEMENT is entered into between the City of Nevada, Iowa (the "City") and Camelot Theater Foundation (the "Foundation") as of the ___ day of _____, 2022.

WHEREAS, the Foundation has acquired the former Camelot Theater building (the "Camelot Building") which is situated at 1114 6th Street in the City (the "Property"); and

WHEREAS, the Foundation is redeveloping the Camelot Building (the "Project") into a mixed-use building, including rental space, a theater and a bistro; and

WHEREAS, on or about December 10, 2021 the City and Foundation entered into an Economic Development Grant Agreement, wherein the City provided financial assistance to the Foundation via a grant in the amount of \$20,000 to the Foundation; and

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

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

NOW THEREFORE, the parties hereto agree as follows:

A. Foundation's Covenants

1. Project. The Foundation agrees to continue work on the Project on the Property. The Foundation agrees that the Project will minimally include event space, a theater and a bistro. The Foundation agrees to provide written notice to the City when the Project is completed.

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

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

3. Reporting Requirements. The Grant funds provided to the Foundation are public funds and are subject to audit and performance evaluation standards to ensure the activities and the expenditures relating thereto are carried out according to the requirements of this Agreement and all standards governing grants and disbursements for public purposes. The Foundation agrees to maintain books of account, together with necessary documentation to support all expenditures, particularly those expenditures financed with the Grant funds. The records of the Foundation, including, but not

limited to payroll accounts and other records deemed appropriate to determine compliance, shall be made available to the City and any Auditor acting on behalf of the City at such time or times as the City, in its sole discretion, determines appropriate. From time to time as requested by the City, and in all cases whether a request is made or not, on or before June 1 of the relevant fiscal year, the Foundation shall present to the City a summary and report of the progress of the Project and use of the Grant funds (the "Report.")

4. Default Provisions.

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

- (i) Failure by the Foundation to complete construction of the Project pursuant to the terms and conditions of this Agreement.
- (ii) Failure by the Foundation to observe or perform any other material covenant on its part, to be observed or performed hereunder.
- (iii) Failure by the Foundation to use the Grant funds in any unauthorized manner.

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

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

B. City's Obligations

1. Economic Development Grant. Provided the Foundation remains compliant with the terms and conditions of this Agreement, the City agrees Grant funds to the Foundation as follows:

- a. \$30,000 for fiscal year 2022/2023.
- b. \$30,000 for fiscal year 2023/2024.
- c. \$30,000 for fiscal year 2024/2025.
- d. \$30,000 for fiscal year 2025/2026.

The Grant funds shall be disbursed on or before June 30 of each such fiscal year.

C. Administrative Provisions.

1. Amendment and Assignment. Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party.

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

3. Discrimination. In carrying out its services or project, the Foundation shall not discriminate against any employee, applicant for employment, program participant or program beneficiary because of race, creed, color, sex, national origin, religion, or disability.

4. Non-Appropriation/Limitation of Grants. The award of grant funds set forth in Section 2 above are subject to appropriation by the City Council. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction or legal opinion to create, or result in the creation of a legal indebtedness or continued legal obligation of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

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 the laws of the State of Iowa.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, the Foundation has caused this Agreement to be duly executed in its name and behalf all on or as of the day first above written.

CITY OF NEVADA, IOWA

By: _____
Brett Barker, Mayor

ATTEST:

By: _____
Kerin Wright, City Clerk

CAMELOT THEATER FOUNDATION,
An Iowa non-profit group

By: _____

Name: _____

Its: _____

Item # 7D
Date: 10-24-22

From: Jeff Harris <jharris@rmharchitects.com>
Sent: Monday, October 10, 2022 9:11 AM
To: Tim Hansen <thansen@cityofnevadaaiowa.org>; Kerin Wright <KWright@cityofnevadaaiowa.org>
Cc: Julie Fitzgerald <jfitzgerald@hpikeconst.com>
Subject: Fieldhouse Pay App #4

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

Attached is Payment Application #4 for the Fieldhouse project. I have reviewed the application and recommend payment to HPC.

Lien waiver for Pay App #3 is attached at the end of the current application.

Let me know if you have any questions.

Thanks,

Jeff Harris AIA

RMH Architects
1615 Golden Aspen Drive, Suite 110
Ames, IA 50010



515 292 6075 Office
515 290 9629 Mobile
www.rmharchitects.com

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF 8 PAGES

TO OWNER:
City of Nevada
1209 6th Street
Nevada, IA 50201
FROM CONTRACTOR:
HPC LLC
Box 429
Ames, IA 50010

PROJECT:
NEVADA FIELD HOUSE 2022
VIA ARCHITECT:
Roseland, Mackey, Harris Architects, PC
1615 Golden Aspen Drive, Suite 110
Ames, IA 50010

APPLICATION #: 4
PERIOD TO: 09/30/22
PROJECT NOS:
CONTRACT DATE: 04/01/22
Distribution to:
Owner ☐
Const. Mgr ☒
Architect ☐
Contractor ☐

CONTRACT FOR: General Contractor - Prime

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-----

\$ 7,387,000.00

2. Net change by Change Orders-----

\$ 7,387,000.00

3. CONTRACT SUM TO DATE (Line 1 +/- 2)

\$ 597,878.00

4. TOTAL COMPLETED & STORED TO DATE-\$

\$ 597,878.00

5. RETAINAGE:

a. 5.0% of Completed Work
(Columns D+E on Continuation Sheet)

\$ 22,679.35

b. 5.0% of Stored Material
(Column F on Continuation Sheet)

\$ 7,214.55

Total Retainage (Line 5a + 5b or

Total in Column 1 of Continuation Sheet-----

\$ 29,893.90

6. TOTAL EARNED LESS RETAINAGE-----

\$ 567,984.10

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 4 less Line 5 Total)

\$ 394,151.20

8. CURRENT PAYMENT DUE-----

\$ 173,832.90

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

\$ 6,819,015.90

CHANGE ORDER SUMMARY

ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	
Total approved this Month	
TOTALS	
NET CHANGES by Change Order	

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 therein is now due.

CONTRACTOR:

By: _____

Date: Oct. 3, 2022

State of: Iowa
County of: Story

Subscribed and sworn to before me this 3rd day of October, 2022

Notary Public: _____

My Commission expires: 07/02/23

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations 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 \$173,832.90

(Attach 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.)

ARCHITECT: _____

By: _____

Date: 10/10/22

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 of Contractor under this Contract.

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:
NEVADA FIELD HOUSE 2022

Page 2 of 8 Pages

APPLICATION NUMBER: 4
APPLICATION DATE: 09/30/22
PERIOD TO: 4-Oct-22
OWNERS PROJECT NO:

A Item No.	B Description of Work	CAT	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed And Stored To Date (D + E + F)		H Balance To Finish (C - G)	I Retainage
				From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	001100 - BONDS AND INSURANCE	LM	\$ 90,800	\$ 90,800			\$ 90,800	100%	\$ -	\$ 4,540
2	011000 - GENERAL REQUIREMENTS	LM	\$ 107,300	\$ 16,365	\$ 5,500		\$ 21,865	20%	\$ 85,435	\$ 1,093
3	015200 - CONSTRUCTION FACILITIES	L	\$ 144,800	\$ 12,840	\$ 7,500		\$ 20,340	14%	\$ 124,460	\$ 1,017
4	030516 - UNDERSLAB VAPOR BARRIER	L	\$ 3,700				-		\$ 3,700	-
5	030516 - UNDERSLAB VAPOR BARRIER	M	\$ 12,300				-		\$ 12,300	-
6	033000 - CAST-IN-PLACE - FOUNDATIONS	L	\$ 103,300		\$ 55,782		\$ 55,782	54%	\$ 47,518	\$ 2,789
7	033000 - CAST-IN-PLACE - FOUNDATIONS	M	\$ 139,800		\$ 102,700		\$ 102,700	73%	\$ 37,100	\$ 5,135
8	033000 - CAST-IN-PLACE - SLAB ON GRADE	L	\$ 64,700				-		\$ 64,700	-
9	033000 - CAST-IN-PLACE - SLAB ON GRADE	M	\$ 229,100				-		\$ 188,143	\$ 2,048
10	034113 - PRECAST CONCRETE HOLLOW CORE	L	\$ 65,100			\$ 40,957	\$ 40,957	18%	\$ 65,100	-
11	034113 - PRECAST CONCRETE HOLLOW CORE	M	\$ 99,500				-		\$ 99,500	-
12	042000 - UNIT MASONRY	L	\$ 108,000				-		\$ 108,000	-
13	042000 - UNIT MASONRY	M	\$ 28,700				-		\$ 28,700	-
14	042613 - MASONRY VENEER	L	\$ 22,300				-		\$ 22,300	-
15	042613 - MASONRY VENEER	M	\$ 9,700				-		\$ 9,700	-
16	051200 - STRUCT STEEL, METAL FAB & STAIR	L	\$ 177,700		\$ 3,500		\$ 3,500	2%	\$ 174,200	\$ 175
17	051200 - STRUCT STEEL, METAL FAB & STAIR	M	\$ 351,100		\$ 6,000		\$ 6,000	2%	\$ 345,100	\$ 300
18	053100 - STEEL DECKING	L	\$ 13,500				-		\$ 13,500	-
19	053100 - STEEL DECKING	M	\$ 50,500				-		\$ 50,500	-
20	054000 - COLD-FORMED METAL FRAMING	L	\$ 101,700				-		\$ 101,700	-
21	054000 - COLD-FORMED METAL FRAMING	M	\$ 80,000				-		\$ 80,000	-
22	061000 - ROUGH CARPENTRY	L	\$ 9,600				-		\$ 9,600	-
23	061000 - ROUGH CARPENTRY	M	\$ 8,200				-		\$ 8,200	-
24	062000 - FINISH CARPENTRY	L	\$ 18,900				-		\$ 18,900	-
25	062000 - FINISH CARPENTRY	M	\$ 6,400				-		\$ 6,400	-
SUBTOTALS PAGE 2			\$ 2,046,700	\$ 120,005	\$ 180,982	\$ 40,957	\$ 341,944	17%	\$ 1,704,756	\$ 17,097

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:
NEVADA FIELD HOUSE 2022

Page 3 of 8 Pages

APPLICATION NUMBER: 4

APPLICATION DATE: 09/30/22

PERIOD TO: 4-Oct-22

ARCHITECTS PROJECT NO:

A	B	C	D	E	F	G		H	I	
Item No.	Description of Work	CAT	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage
				From Previous Application (D + E)	This Period					
26	064100 - ARCHITECTURAL WOOD CASEWORK	L	\$ 9,500				-	\$ 9,500	\$ -	-
27	064100 - ARCHITECTURAL WOOD CASEWORK	M	\$ 29,300				-	\$ 29,300	\$ -	-
28	072100 - THERMAL INSULATION	L	\$ 3,700				-	\$ 3,700	\$ -	-
29	072100 - THERMAL INSULATION	M	\$ 2,000				-	\$ 2,000	\$ -	-
30	072119 - FOAMED-IN-PLACE INSULATION	LM	\$ 6,200				-	\$ 6,200	\$ -	-
31	074213 - METAL WALL PANELS	L	\$ 228,400				-	\$ 228,400	\$ -	-
32	074213 - METAL WALL PANELS	M	\$ 395,100				-	\$ 395,100	\$ -	-
33	075323 - EPDM THERMOSET SINGLE-PLY ROOF	L	\$ 3,100				-	\$ 3,100	\$ -	-
34	075323 - EPDM THERMOSET SINGLE-PLY ROOF	M	\$ 2,500				-	\$ 2,500	\$ -	-
35	076200 - SHEET METAL FLASHING AND TRIM	L	\$ 8,200				-	\$ 8,200	\$ -	-
36	076200 - SHEET METAL FLASHING AND TRIM	M	\$ 10,000				-	\$ 10,000	\$ -	-
37	079200 - JOINT SEALANTS	L	\$ 5,100				-	\$ 5,100	\$ -	-
38	079200 - JOINT SEALANTS	M	\$ 3,300				-	\$ 3,300	\$ -	-
39	079513 - EXPANSION JOINT COVER	L	\$ 600				-	\$ 600	\$ -	-
40	079513 - EXPANSION JOINT COVER	M	\$ 2,000				-	\$ 2,000	\$ -	-
41	081113 - HOLLOW METAL DOORS AND FRAMES	L	\$ 5,700				-	\$ 5,700	\$ -	-
42	081113 - HOLLOW METAL DOORS AND FRAMES	M	\$ 25,200				-	\$ 25,200	\$ -	-
43	081416 - FLUSH WOOD DOORS	L	\$ 300				-	\$ 300	\$ -	-
44	081416 - FLUSH WOOD DOORS	M	\$ 3,500				-	\$ 3,500	\$ -	-
45	083323 - OVERHEAD COILING DOORS & GRILLE	L	\$ 2,400				-	\$ 2,400	\$ -	-
46	083323 - OVERHEAD COILING DOORS & GRILLE	M	\$ 22,100				-	\$ 22,100	\$ -	-
47	084313 - ALUMINUM STOREFRONTS & ENTRANCE	L	\$ 63,000				-	\$ 63,000	\$ -	-
48	084313 - ALUMINUM STOREFRONTS & ENTRANCE	M	\$ 48,600				-	\$ 48,600	\$ -	-
49	087100 - DOOR HARDWARE	L	\$ 12,300				-	\$ 12,300	\$ -	-
50	087100 - DOOR HARDWARE	M	\$ 8,100				-	\$ 8,100	\$ -	-
SUBTOTALS PAGE 3			\$ 2,946,900	\$ 120,005	\$ 180,982	\$ 40,957	\$ 341,944	12%	\$ 2,604,956	\$ 17,097

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:
NEVADA FIELD HOUSE 2022

Page 4 of 8 Pages

APPLICATION NUMBER: 4
APPLICATION DATE: 09/30/22
PERIOD TO: 4-Oct-22

ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	CAT	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed And Stored To Date (D + E + F)		H Balance To Finish (C - G)	I Retainage
				From Previous Application (D + E)	This Period			% (G/C)		
51	088000 - GLAZING	L	\$ 10,400				\$ -		\$ 10,400	\$ -
52	088000 - GLAZING	M	\$ 35,100				\$ -		\$ 35,100	\$ -
53	092116 - GYPSUM BOARD ASSEMBLIES	L	\$ 62,400				\$ -		\$ 62,400	\$ -
54	092116 - GYPSUM BOARD ASSEMBLIES	M	\$ 40,000				\$ -		\$ 40,000	\$ -
55	095100 - ACOUSTICAL CEILINGS	L	\$ 1,900				\$ -		\$ 1,900	\$ -
56	095100 - ACOUSTICAL CEILINGS	M	\$ 1,500				\$ -		\$ 1,500	\$ -
57	096253 - SYNTHETIC TURF FLOORING	L	\$ 36,200				\$ -		\$ 36,200	\$ -
58	096253 - SYNTHETIC TURF FLOORING	M	\$ 109,800				\$ -		\$ 109,800	\$ -
59	096500 - RESILIENT FLOORING	L	\$ 4,400				\$ -		\$ 4,400	\$ -
60	096500 - RESILIENT FLOORING	M	\$ 5,400				\$ -		\$ 5,400	\$ -
61	096566 - RESILIENT ATHLETIC FLOORING	L	\$ 124,100				\$ -		\$ 124,100	\$ -
62	096566 - RESILIENT ATHLETIC FLOORING	M	\$ 412,900				\$ -		\$ 412,900	\$ -
63	096813 - TILE CARPETING	L	\$ 2,800				\$ -		\$ 2,800	\$ -
64	096813 - TILE CARPETING	M	\$ 11,100				\$ -		\$ 11,100	\$ -
65	099113 - EXTERIOR PAINTING	L	\$ 600				\$ -		\$ 600	\$ -
66	099113 - EXTERIOR PAINTING	M	\$ 71,000				\$ -		\$ 71,000	\$ -
67	099123 - INTERIOR PAINTING	L	\$ 12,500				\$ -		\$ 12,500	\$ -
68	099123 - INTERIOR PAINTING	M	\$ 15,400				\$ -		\$ 15,400	\$ -
69	101400 - SIGNAGE	L	\$ 20,700				\$ -		\$ 20,700	\$ -
70	102113.17 - PHENOLIC TOILET COMPARTMENTS	L	\$ 17,400				\$ -		\$ 17,400	\$ -
71	102113.17 - PHENOLIC TOILET COMPARTMENTS	M	\$ 11,600				\$ -		\$ 11,600	\$ -
72	102600 - WALL AND DOOR PROTECTION	L	\$ 2,400				\$ -		\$ 2,400	\$ -
73	102600 - WALL AND DOOR PROTECTION	M	\$ 1,600				\$ -		\$ 1,600	\$ -
74	102800 - TOILET ACCESSORIES	L	\$ 3,300				\$ -		\$ 3,300	\$ -
75	SUBTOTALS PAGE 4		\$ 3,961,500	\$ 120,005	\$ 180,982	\$ 40,957	\$ 341,944	9%	\$ 3,619,556	\$ 17,097

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION
PROJECT:

Page 5 of 8 Pages

APPLICATION NUMBER: 4

APPLICATION DATE: 30-Sep-22

PERIOD TO: 4-Oct-22

ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G	H	I		
Item No.	Description of Work	CAT	Scheduled Value	Work Completed From Previous Application (D + E)	This Period	Materials Presently Stored (Not in D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage
76	102800 - TOILET ACCESSORIES	M	\$ 1,200				-		\$ 1,200	\$ -
77	104400 - FIRE PROTECTION SPECIALTIES	L	\$ 700				-		\$ 700	\$ -
78	104400 - FIRE PROTECTION SPECIALTIES	M	\$ 5,000				-		\$ 5,000	\$ -
79	133419 - METAL BUILDING SYSTEMS	L	\$ 356,500				-		\$ 356,500	\$ -
80	133419 - METAL BUILDING SYSTEMS	M	\$ 1,480,500				-		\$ 1,480,500	\$ -
81	142400 - HYDRAULIC ELEVATORS	L	\$ 48,700				-		\$ 48,700	\$ -
82	142400 - HYDRAULIC ELEVATORS	M	\$ 35,600				-		\$ 35,600	\$ -
83	211300 - FIRE-SUPPRESSION SPRINKLER	L	\$ 98,600				-		\$ 98,600	\$ -
84	211300 - FIRE-SUPPRESSION SPRINKLER	M	\$ 40,000				-		\$ 40,000	\$ -
85	220500 - COMMON PLUMBING REQUIREMENTS	L	\$ 4,100				-		\$ 4,100	\$ -
86	220500 - COMMON PLUMBING REQUIREMENTS	M	\$ 1,000				-		\$ 1,000	\$ -
87	220553 - MECHANICAL IDENTIFICATION	L	\$ 1,000				-		\$ 1,000	\$ -
88	220553 - MECHANICAL IDENTIFICATION	M	\$ 400				-		\$ 400	\$ -
89	220719 - PLUMBING PIPING INSULATION	L	\$ 7,600				-		\$ 7,600	\$ -
90	220719 - PLUMBING PIPING INSULATION	M	\$ 2,600				-		\$ 2,600	\$ -
91	221005 - PLUMBING PIPING & PIPING	L	\$ 118,500				-		\$ 118,500	\$ -
92	221005 - PLUMBING PIPING & PIPING	M	\$ 69,900			\$ 55,920	55,920	80%	\$ 13,980	\$ 2,796
93	221006 - PLUMBING PIPING SPECIALTIES	L	\$ 4,500				-		\$ 4,500	\$ -
94	221006 - PLUMBING PIPING SPECIALTIES	M	\$ 2,800				-		\$ 2,800	\$ -
95	223000 - PLUMBING EQUIPMENT	L	\$ 1,400				-		\$ 1,400	\$ -
96	223000 - PLUMBING EQUIPMENT	M	\$ 3,300				-		\$ 3,300	\$ -
97	224000 - PLUMBING FIXTURES	L	\$ 3,200				-		\$ 3,200	\$ -
98	224000 - PLUMBING FIXTURES	M	\$ 9,700				-		\$ 9,700	\$ -
99	230500 - COMMON HVAC REQUIREMENTS	L	\$ 11,200	\$ 2,300			2,300	21%	\$ 8,900	\$ 115
100	230500 - COMMON HVAC REQUIREMENTS	M	\$ 700				-		\$ 700	\$ -
SUBTOTALS PAGE 5			\$ 6,270,200	\$ 122,305	\$ 180,982	\$ 96,877	\$ 400,164	6%	\$ 5,870,036	\$ 20,008

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:

Page 6 of 8 Pages

APPLICATION NUMBER: 4

APPLICATION DATE: 30-Sep-22

PERIOD TO: 4-Oct-22

ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	CAT	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed And Stored To Date (D + E + F)		H Balance To Finish (C - G)	I Retainage
				From Previous Application (D + E)	This Period		Completed To Date (D + E + F)	% (G/C)		
101	230553 - IDENTIFICATION FOR HVAC PIPING	L	\$ 300				-		\$ 300	\$ -
102	230553 - IDENTIFICATION FOR HVAC PIPING	M	\$ 200				-		\$ 200	\$ -
103	230593 - TESTING, ADJUSTING, AND BALANCING	LM	\$ 7,300				-		\$ 7,300	\$ -
104	230713 - DUCT AND PIPE INSULATION	L	\$ 23,100				-		\$ 23,100	\$ -
105	230713 - DUCT AND PIPE INSULATION	M	\$ 12,400				-		\$ 12,400	\$ -
106	230913 - CONTROL DEVICES FOR HVAC	L	\$ 2,900				-		\$ 2,900	\$ -
107	230913 - CONTROL DEVICES FOR HVAC	M	\$ 900				-		\$ 900	\$ -
108	233100 - HVAC DUCTS AND CASINGS	L	\$ 92,300				-		\$ 92,300	\$ -
109	233100 - HVAC DUCTS AND CASINGS	M	\$ 44,300			\$ 35,414	35,414	80%	\$ 8,886	\$ 1,771
110	233300 - AIR DUCT ACCESSORIES	L	\$ 2,500				-		\$ 2,500	\$ -
111	233300 - AIR DUCT ACCESSORIES	M	\$ 6,100				-		\$ 6,100	\$ -
112	233416 - CENTRIFUGAL HVAC FANS	L	\$ 6,600				-		\$ 6,600	\$ -
113	233416 - CENTRIFUGAL HVAC FANS	M	\$ 700				-		\$ 700	\$ -
114	233700 - AIR OUTLETS AND INLETS	L	\$ 8,100				-		\$ 8,100	\$ -
115	233700 - AIR OUTLETS AND INLETS	M	\$ 3,300				-		\$ 3,300	\$ -
116	237223 - AIR-TO-AIR ENERGY RECOVERY UNITS	L	\$ 600				-		\$ 600	\$ -
117	237223 - AIR-TO-AIR ENERGY RECOVERY UNITS	M	\$ 4,900				-		\$ 4,900	\$ -
118	237413 - ROOFTOP AIR-HANDLING UNITS	L	\$ 3,600				-		\$ 3,600	\$ -
119	237413 - ROOFTOP AIR-HANDLING UNITS	M	\$ 158,000			\$ 12,000	12,000	8%	\$ 146,000	\$ 600
120	238126.13 - SPLIT-SYSTEM AIR CONDITIONERS	L	\$ 4,800				-		\$ 4,800	\$ -
121	238126.13 - SPLIT-SYSTEM AIR CONDITIONERS	M	\$ 18,300				-		\$ 18,300	\$ -
122	260500 - BASIC ELECTRICAL REQUIREMENTS	L	\$ 11,200		\$ 2,000		2,000	18%	\$ 9,200	\$ 100
123	260500 - BASIC ELECTRICAL REQUIREMENTS	M	\$ 6,400				-		\$ 6,400	\$ -
124	260519 - LOW-VOLTAGE CONDUCTORS & CABLE	L	\$ 44,900				-		\$ 44,900	\$ -
125	260519 - LOW-VOLTAGE CONDUCTORS & CABLE	M	\$ 33,800				-		\$ 33,800	\$ -
SUBTOTALS PAGE 6			\$ 6,767,700	\$ 122,305	\$ 182,982	\$ 144,291	\$ 449,578	7%	\$ 6,318,122	\$ 22,479

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION
PROJECT:

Page 7 of 8 Pages

APPLICATION NUMBER: 4

APPLICATION DATE: 30-Sep-22

PERIOD TO: 4-Oct-22

ARCHITECT'S PROJECT NO:

A	B	C	D		E	F	G		H	I
Item No.	Description of Work	CAT	Scheduled Value	Work Completed	This Period	Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage
				From Previous Application (D + E)						
126	260526 - GROUNDING AND BONDING	L	\$ 2,000				-		\$ 2,000	\$ -
127	260526 - GROUNDING AND BONDING	M	\$ 700				-		\$ 700	\$ -
128	260529 - HANGERS AND SUPPORTS FOR ELECT	L	\$ 5,000				-		\$ 5,000	\$ -
129	260529 - HANGERS AND SUPPORTS FOR ELECT	M	\$ 1,000				-		\$ 1,000	\$ -
130	260533.13 - CONDUIT FOR ELECTRICAL SYSTE	L	\$ 74,900				-		\$ 74,900	\$ -
131	260533.13 - CONDUIT FOR ELECTRICAL SYSTE	M	\$ 21,500				-		\$ 21,500	\$ -
132	260533.16 - BOXES FOR ELECTRICAL	L	\$ 2,700				-		\$ 2,700	\$ -
133	260533.16 - BOXES FOR ELECTRICAL	M	\$ 1,000				-		\$ 1,000	\$ -
134	260553 - IDENTIFICATION FOR ELECTRICAL	L	\$ 3,000				-		\$ 3,000	\$ -
135	260553 - IDENTIFICATION FOR ELECTRICAL	M	\$ 700				-		\$ 700	\$ -
136	260583 - WIRING CONNECTIONS	L	\$ 6,000				-		\$ 6,000	\$ -
137	260583 - WIRING CONNECTIONS	M	\$ 700				-		\$ 700	\$ -
138	260923 - LIGHTING CONTROL DEVICES	L	\$ 4,000				-		\$ 4,000	\$ -
139	260923 - LIGHTING CONTROL DEVICES	M	\$ 8,600				-		\$ 8,600	\$ -
140	262100 - LOW-VOLTAGE ELECTRICAL SERVICE	LM	\$ 1,000				-		\$ 1,000	\$ -
141	262416 - PANELBOARDS	L	\$ 4,500				-		\$ 4,500	\$ -
142	262416 - PANELBOARDS	M	\$ 31,100				-		\$ 31,100	\$ -
143	262701 - ELECTRICAL UTILITY SERVICES	L	\$ 1,500				-		\$ 1,500	\$ -
144	262701 - ELECTRICAL UTILITY SERVICES	M	\$ 2,500				-		\$ 2,500	\$ -
145	262726 - WIRING DEVICES	L	\$ 15,200				-		\$ 15,200	\$ -
146	262726 - WIRING DEVICES	M	\$ 2,400				-		\$ 2,400	\$ -
147	262816.13 - ENCLOSED CIRCUIT BREAKERS	LM	\$ 700				-		\$ 700	\$ -
148	262816.16 - ENCLOSED SWITCHES	LM	\$ 1,000				-		\$ 1,000	\$ -
149	265100 - INTERIOR LIGHTING	L	\$ 37,400				-		\$ 37,400	\$ -
150	265100 - INTERIOR LIGHTING	M	\$ 74,800				-		\$ 74,800	\$ -
SUBTOTALS PAGE 7			\$ 7,071,600	\$ 122,305	\$ 182,982	\$ 144,291	\$ 449,578	6%	\$ 6,622,022	\$ 22,479

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:

Page 8 of 8 Pages

APPLICATION NUMBER: 4

APPLICATION DATE: 30-Sep-22

PERIOD TO: 4-Oct-22

ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I	
Item No.	Description of Work	CAT	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage
				From Previous Application (D + E)	This Period					
151	265600 - EXTERIOR LIGHTING	L	\$ 2,500				-		\$ 2,500	\$ -
152	265600 - EXTERIOR LIGHTING	M	\$ 6,200				-		\$ 6,200	\$ -
153	271000 - STRUCTURED CABLING	LM	\$ 11,200				-		\$ 11,200	\$ -
154	283100 - FIRE ALARM SYSTEM	L	\$ 7,200				-		\$ 7,200	\$ -
155	283100 - FIRE ALARM SYSTEM	M	\$ 8,300				-		\$ 8,300	\$ -
156	311000 - SITE CLEARING	LM	\$ 10,700	\$ 8,700			81%		\$ 2,000	\$ 435
157	312200 - GRADING	LM	\$ 55,900	\$ 34,400			62%		\$ 21,500	\$ 1,720
158	312316 - EXCAVATION	LM	\$ 12,900	\$ 12,900			100%		-	\$ 645
159	312323 - FILL	LM	\$ 92,300	\$ 92,300			100%		-	\$ 4,615
160	321313 - CONCRETE PAVING	L	\$ 15,800				-		\$ 15,800	\$ -
161	321313 - CONCRETE PAVING	M	\$ 29,500				-		\$ 29,500	\$ -
162	321723.13 - PAINTED PAVEMENT MARKINGS	LM	\$ 600				-		\$ 600	\$ -
163	331000 - WATER LINE SERVICE	L	\$ 16,800				-		\$ 16,800	\$ -
164	331000 - WATER LINE SERVICE	M	\$ 4,500				-		\$ 4,500	\$ -
165	333100 - SANITARY SEWER SERVICE	L	\$ 4,700				-		\$ 4,700	\$ -
166	333100 - SANITARY SEWER SERVICE	M	\$ 1,300				-		\$ 1,300	\$ -
167	334100 - STORM SEWER	L	\$ 20,000				-		\$ 20,000	\$ -
168	334100 - STORM SEWER	M	\$ 15,000				-		\$ 15,000	\$ -
169							-			
170							-			
171							-			
172							-			
173							-			
174							-			
175							-			
SUBTOTALS PAGE 8			\$ 7,387,000	\$ 270,605	\$ 182,982	\$ 144,291	\$ 597,878	8%	\$ 6,789,122	\$ 29,894

PARTIAL WAIVER OF LIEN

State of Iowa
County of Story

October 3, 2022

I/We the undersigned have been employed by the City of Nevada, Iowa to furnish labor and/or materials for the construction, repair or reconstruction of the building, or improvements to the building known as **Nevada Field House 2022** in the City/Town of Nevada, Iowa, and County of Story.

I/We the undersigned, for and in consideration of \$132,996.20 the receipt whereof is hereby acknowledged, hereby waive, relinquish and release any and all claims, causes of action, suits, damages, judgments, claims and demands of any kind, character, and description, whether known or unknown, against the Owner arising from, pertaining to, or arising out of the furnishing of the foregoing described materials, and/or labor at the above mentioned building, and the above-mentioned premises as of *September 2, 2022*.

I/We the undersigned warrant that I/we have already paid or will use the monies I/we receive from this progress payment to promptly pay in full all subcontractors and suppliers for all labor, dues, benefits, materials, equipment, services, transportation, or a combination thereof, for or to the above referenced project up to the date of the progress payment.

Dated the 3rd day of October 2022

HPC, L.L.C.
120 North Sherman Avenue
Ames, IA 50010

By: _____

(Authorized Agent)

Witness: _____

Julie Fitzgerald

Erin Mousel

From: Stevens, Larry <lstevens@hrgreen.com>
Sent: Friday, October 14, 2022 11:10 AM
To: Kerin Wright; Erin Mousel
Cc: Jordan Cook; Ryan Hutton; Jeff Cirks
Subject: FW: Nevada Pavement Imp Pay App #3
Attachments: 82336.1 City of Nevada Pay App #3 Signed.pdf

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

Kerin/Erin,

Attached is the Pay Request #3 for the 2022 Street Improvements Project. It includes payment for the seeding and erosion control on 11th Street, which completes that segment of the project. Please put on a future council agenda for approval.

Thanks!

From: Muhlena, Kelly <kmuhlena@hrgreen.com>
Sent: Friday, October 14, 2022 8:37 AM
To: Stevens, Larry <lstevens@hrgreen.com>
Subject: RE: Nevada Pavement Imp Pay App #3

I updated it in the job file too.

Kelly Muhlena
Project Coordinator
Direct 515.657.5295
HR Green® | Building Communities. Improving Lives.

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

From: Stevens, Larry <lstevens@hrgreen.com>
Sent: Thursday, October 13, 2022 7:09 PM
To: Muhlena, Kelly <kmuhlena@hrgreen.com>
Subject: FW: Nevada Pavement Imp Pay App #3

Can you put my signature on this? Thanks!

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



HRGreen.

5525 Merle Hay Road | Suite 200 | Johnston, IA 50131-1448
Main 515.278.2913 | Fax 713.965.0044 | Direct 515.657.5273 | Cell 641.660.0369
HRGREEN.COM

Contractor's Monthly Payment Estimate

Owner: City of Nevada, IA
2022 Street Improvements Project
Contractor: Manatt's, Inc

Estimate No. 3 Date: 10/12/2022

Period Ending: 10/12/2022

CONTRACT													Period Ending: 10/12/2022		
WORK COMPLETED															
NO.	ITEM	UNIT	QTY	UNIT PRICE	\$ AMOUNT	PREVIOUS QTY	PREVIOUS AMOUNT	THIS PERIOD QTY	\$ AMOUNT	QTY COMPLETE TO DATE	\$ AMOUNT TO DATE	5% RETAINAGE			
DIVISION 1															
North 11th Street															
1-A-1	TOPSOIL ON-SITE	CY	330	\$ 19.00	\$ 6,270.00	341.00	\$ 6,479.00	0.00	\$ -	341.00	\$ 6,479.00	\$ 323.95			
1-A-2	EXCAVATION, CLASS 13	CY	1,400	\$ 24.00	\$ 33,600.00	1,487.00	\$ 35,688.00	0.00	\$ -	1,487.00	\$ 35,688.00	\$ 1,784.40			
1-A-3	BELOW GRADE EXCAVATION	CY	100	\$ 70.00	\$ 7,000.00	17.00	\$ 1,190.00	0.00	\$ -	17.00	\$ 1,190.00	\$ 59.50			
1-A-4	SUBGRADE PREPARATION	SY	3,165	\$ 3.10	\$ 9,811.50	3,182.00	\$ 9,864.20	0.00	\$ -	3,182.00	\$ 9,864.20	\$ 493.21			
1-A-5	SUBGRADE TREATMENT, GEOGRID	SY	3,165	\$ 2.15	\$ 6,804.75	3,182.00	\$ 6,841.30	0.00	\$ -	3,182.00	\$ 6,841.30	\$ 342.07			
1-A-6	SUBBASE, MODIFIED 4"	SY	3,165	\$ 8.50	\$ 26,902.50	3,182.00	\$ 27,047.00	0.00	\$ -	3,182.00	\$ 27,047.00	\$ 1,352.35			
1-A-7	STORM SEWER, TRENCHED, RCP 12"	LF	40	\$ 89.25	\$ 3,570.00	40.00	\$ 3,570.00	0.00	\$ -	40.00	\$ 3,570.00	\$ 178.50			
1-A-8	APRON, PCC, 12"	EA	2	\$ 840.00	\$ 1,680.00	2.00	\$ 1,680.00	0.00	\$ -	2.00	\$ 1,680.00	\$ 84.00			
1-A-9	PVC, 6"	LF	2094	\$ 18.50	\$ 38,739.00	1,640.00	\$ 30,340.00	0.00	\$ -	1,640.00	\$ 30,340.00	\$ 1,517.00			
1-A-10	SUBDRAIN CLEANOUT, TYPE A-1, PVC, 6"	EA	4	\$ 600.00	\$ 2,400.00	6.00	\$ 3,600.00	0.00	\$ -	6.00	\$ 3,600.00	\$ 180.00			
1-A-11	SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 6"	EA	4	\$ 700.00	\$ 2,800.00	6.00	\$ 4,200.00	0.00	\$ -	6.00	\$ 4,200.00	\$ 210.00			
1-A-12	INTAKE ADJUSTMENT, MINOR	EA	2	\$ 2,000.00	\$ 4,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -			
1-A-13	PAVEMENT, HMA, 8"	SY	2854	\$ 43.00	\$ 122,722.00	2,867.00	\$ 123,281.00	0.00	\$ -	2,867.00	\$ 123,281.00	\$ 6,164.05			
1-A-14	HMA PAVEMENT SAMPLES AND TESTING	LS	1	\$ 700.00	\$ 700.00	1.00	\$ 700.00	0.00	\$ -	1.00	\$ 700.00	\$ 35.00			
1-A-15	REMOVAL OF DRIVEWAY, HMA	SY	70	\$ 13.50	\$ 945.00	67.00	\$ 904.50	0.00	\$ -	67.00	\$ 904.50	\$ 45.23			
1-A-16	FULL DEPTH PATCHES, PCC	SY	34	\$ 110.00	\$ 3,740.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -			
1-A-17	GRANULAR SURFACING	TON	75	\$ 58.00	\$ 4,350.00	85.00	\$ 4,930.00	0.00	\$ -	85.00	\$ 4,930.00	\$ 246.50			
1-A-18	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 7,875.00	\$ 7,875.00	1.00	\$ 7,875.00	0.00	\$ -	1.00	\$ 7,875.00	\$ 393.75			
1-A-19	SEEDING	AC	0.5	\$ 2,467.50	\$ 1,233.75	0.00	\$ -	0.50	\$ 1,233.75	0.50	\$ 1,233.75	\$ 61.69			
1-A-20	SWPPP MANAGEMENT	LS	1	\$ 1,312.50	\$ 1,312.50	1.00	\$ 1,312.50	0.00	\$ -	1.00	\$ 1,312.50	\$ 65.63			
1-A-21	SILT FENCE	LF	224	\$ 3.30	\$ 739.20	0.00	\$ -	112.00	\$ 369.60	112.00	\$ 369.60	\$ 18.48			
1-A-22	REMOVAL OF SILT FENCE	LF	224	\$ 1.05	\$ 235.20	0.00	\$ -	112.00	\$ 117.60	112.00	\$ 117.60	\$ 5.88			
1-A-23	INLET PROTECTION DEVICE	EA	2	\$ 168.00	\$ 336.00	2.00	\$ 336.00	0.00	\$ -	2.00	\$ 336.00	\$ 16.80			
1-A-24	INLET PROTECTION DEVICE, MAINTENANCE AND R	EA	2	\$ 63.00	\$ 126.00	0.00	\$ -	2.00	\$ 126.00	2.00	\$ 126.00	\$ 6.30			
1-A-25	MOBILIZATION	LS	1	\$ 15,000.00	\$ 15,000.00	1.00	\$ 15,000.00	0.00	\$ -	1.00	\$ 15,000.00	\$ 750.00			
North 11th Street Total					\$ 302,892.40		\$ 284,838.50		\$ 1,846.95		\$ 286,685.45	\$ 14,334.27			
Lincoln Highway															
1-B-1	HMA PAVEMENT SAMPLES AND TESTING	LS	1	\$ 700.00	\$ 700.00	1.00	\$ 700.00	0.00	\$ -	1.00	\$ 700.00	\$ 35.00			
1-B-2	SHOULDER RESTORATION	TON	50	\$ 50.00	\$ 2,500.00	132.00	\$ 6,600.00	0.00	\$ -	132.00	\$ 6,600.00	\$ 330.00			
1-B-3	HMA OVERLAY, 3"	TON	1,802	\$ 92.00	\$ 166,784.00	1,671.00	\$ 153,732.00	0.00	\$ -	1,671.00	\$ 153,732.00	\$ 7,686.60			
1-B-4	MILLING	SY	10,679	\$ 3.80	\$ 40,580.20	10,679.00	\$ 40,580.20	0.00	\$ -	10,679.00	\$ 40,580.20	\$ 2,029.01			
1-B-5	PAINTED PAVEMENT MARKINGS, DURABLE	STA	81.6	\$ 168.00	\$ 13,708.80	116.23	\$ 19,526.84	0.00	\$ -	116.23	\$ 19,526.84	\$ 976.33			
1-B-6	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	8	\$ 420.00	\$ 3,360.00	8.00	\$ 3,360.00	0.00	\$ -	8.00	\$ 3,360.00	\$ 168.00			
1-B-7	GROOVES CUT FOR PAVEMENT MARKINGS	STA	81.6	\$ 73.50	\$ 5,997.60	116.23	\$ 8,542.91	0.00	\$ -	116.23	\$ 8,542.91	\$ 427.15			
1-B-8	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	8	\$ 184.00	\$ 1,472.00	8.00	\$ 1,472.00	0.00	\$ -	8.00	\$ 1,472.00	\$ 73.60			
1-B-9	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 7,875.00	\$ 7,875.00	1.00	\$ 7,875.00	0.00	\$ -	1.00	\$ 7,875.00	\$ 393.75			
1-B-10	MOBILIZATION	LS	1	\$ 15,000.00	\$ 15,000.00	1.00	\$ 15,000.00	0.00	\$ -	1.00	\$ 15,000.00	\$ 750.00			
Lincoln Highway Total					\$ 256,977.60		\$ 257,388.75		\$ 1,846.95		\$ 259,235.70	\$ 12,869.44			
DIVISION 1 TOTAL					\$ 559,870.00		\$ 542,227.25		\$ 3,693.90		\$ 544,916.15	\$ 27,203.71			
DIVISION 2 - S-14 (asphalt)															
2-B-1	TOPSOIL, OFF-SITE	CY	360	\$ 80.00	\$ 28,800.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -			
2-B-2	EXCAVATION, CLASS 13	CY	1,687	\$ 26.00	\$ 43,862.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -			
2-B-3	SUBGRADE PREPARATION	SY	3,179	\$ 3.20	\$ 10,172.80	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -			

2-B-4	SUBGRADE TREATMENT, GEOGRID	SY	3779	\$	2.40	\$	9,069.60	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
2-B-5	SUBBASE, MODIFIED 4"	SY	3779	\$	12.00	\$	45,348.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
2-B-6	STORM SEWER, TRENCHED, RCP, 15"	LF	512	\$	88.00	\$	45,056.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
2-B-7	STORM SEWER, TRENCHED, RCP, 18"	LF	24	\$	99.00	\$	2,376.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
2-B-8	STORM SEWER, TRENCHED, RCP, 24"	LF	584	\$	110.00	\$	64,240.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
2-B-9	SUBDRAIN, TYPE 1, PVC, 6"	LF	572	\$	20.00	\$	11,440.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
2-B-10	SUBDRAIN CLEANOUT, TYPE A-1, PVC, 6"	EA	1	\$	700.00	\$	700.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
2-B-11	SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 6"	EA	3	\$	800.00	\$	2,400.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
2-B-12	STORM SEWER MANHOLE, SW-401, 48"	EA	2	\$	4,850.00	\$	9,700.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
2-B-13	STORM SEWER INTAKE, SW-507	EA	8	\$	5,900.00	\$	47,200.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
2-B-14	STORM SEWER INTAKE, SW-512, 24"	EA	2	\$	1,500.00	\$	3,000.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
2-B-15	MANHOLE ADJUSTMENT, MINOR	EA	1	\$	2,200.00	\$	2,200.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
2-B-16	CURB AND GUTTER, 30"	LF	1816	\$	43.00	\$	78,088.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
2-B-17	PAVEMENT, HMA, 10"	SY	2874	\$	55.00	\$	158,070.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
2-B-18	HMA PAVEMENT SAMPLES AND TESTING	LS	1	\$	800.00	\$	800.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
2-B-19	REMOVAL OF DRIVEWAY, PCC	SY	184	\$	14.00	\$	2,576.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
2-B-20	DRIVEWAY, PAVED, PCC, 8"	SY	233	\$	78.00	\$	18,174.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
2-B-21	PAVEMENT REMOVAL	SY	2896	\$	8.00	\$	23,168.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
2-B-22	PAINTED PAVEMENT MARKINGS, DURABLE	STA	7.5	\$	330.00	\$	2,475.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
2-B-23	GROOVES CUT FOR PAVEMENT MARKINGS	STA	7.5	\$	440.00	\$	3,300.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
2-B-24	TEMPORARY TRAFFIC CONTROL	LS	1	\$	15,000.00	\$	15,000.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
2-B-25	SODDING	SQ	130	\$	82.50	\$	10,725.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
2-B-26	SWPPP MANAGEMENT	LS	1	\$	1,400.00	\$	1,400.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
2-B-27	SILT FENCE	LF	976	\$	2.05	\$	2,000.80	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
2-B-28	REMOVAL OF SILT FENCE	LF	976	\$	0.25	\$	244.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
2-B-29	INLET PROTECTION DEVICE	EA	13	\$	175.00	\$	2,275.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
2-B-30	INLET PROTECTION DEVICE, MAINTENANCE AND R	EA	13	\$	32.00	\$	416.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
2-B-31	MOBILIZATION	LS	1	\$	40,000.00	\$	40,000.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
DIVISION 2 - S-14 (Asphalt) TOTAL						\$	686,396.20										\$	-	0.00%
TOTAL DIVISIONS 1 AND 2						\$	1,245,266.20										\$	-	0.00%
									\$542,227.25								\$	-	0.00%
										\$	1,846.95						\$	-	0.00%
												\$	544,074.20				\$	-	0.00%
														\$	27,203.71		\$	-	0.00%



Human Service Grant Funding Available for Nevada Non-Profits

The Nevada Foundation announces that the City of Nevada has awarded them \$40,000 in grant funding. These funds must be utilized to support non-profit organizations providing necessities in the areas of food, shelter, and clothing in the community.

Mayor, Brett Barker explains, "In the past the Council has considered these requests directly. Upon recommendation of our auditors, we are developing a more formal and focused process to support these important causes in Nevada. We are grateful that the Nevada Foundation is assisting with the formal grant making process."

A seven-member committee will be formed to evaluate and score the applications. This committee will be made up of Foundation Board members, City Council representatives, and three citizens from the community.

Applications for these grant funds can be found at www.nevadaiaowafoundation.org. Grant funds will be awarded only to organizations and projects that enhance the basic needs for food, shelter, and clothing in Nevada. **Applications are due by 4:00 pm December 30th.**

The Nevada Foundation will hold an informational meeting on Wednesday, November 2nd at 6:30 pm in the Council Chambers to review the application materials and important deadlines. Organizations interested in applying for these grant funds are strongly encouraged to attend.

Nevada citizens interested in serving on the review committee should reach out to Brenda Dryer, Nevada Foundation Board member at brenda@ameschamber.com.

#####

NEVADA FOUNDATION
Nevada Human Services Fund

Grant Application Overview

Mission: In partnership with the City of Nevada this foundation supports the efforts of non-profits in addressing basic human needs in the City of Nevada, including **FOOD, CLOTHING, and SHELTER.**

Eligibility to Apply for Funding:

- ☐ Tax exempt, non-profit entities classified by the IRS as 501(c) (3) or a 170 (b) governmental entity
- ☐ If not 501(c) (3), NON-PROFIT organization must have a fiscal sponsor who will be legally & financially responsible
- ☐ One application per organization

Anticipated Funding Available: \$40,000

Application Deadline:

Due by 4:00 p.m. on Friday, December 30th

We anticipate notification of awards no later than February 15, 2023.

Grant Application Contact Information:

Nevada Foundation - Brenda Dryer, Board Member

641.420.3556

brenda@ameschamber.com

Completed application (including all required attachments) emailed to:
brenda@ameschamber.com

Grant Application Instructions

Checklist/Instructions:

- ☐ Electronically Signed Grant Application Form / **NO MORE THAN 7 TOTAL PAGES** (12 pt. font / 1 inch margin) / PLEASE TYPE / start with "Grant Application Cover Page"
- ☐ Signed Fiscal Sponsorship Agreement – if NOT a 170 (b) or 501 (c) 3
- ☐ Attach 501(c) (3) and/or 170b IRS documentation / 1st page only

Definitions/Explanations

Fiscal Sponsor: is an organization that is receiving the money on behalf of the grant applicant and is responsible for disbursing the money for the project and maintaining appropriate documentation. This entity must be a 501(C)(3) or a 170 (b) unit of government to serve in this capacity. A fiscal sponsorship agreement must accompany the grant application if a fiscal sponsor is being used.

Organizations must be recognized by the Internal Revenue Service as tax-exempt, nonprofit, public charities under section 501(c)(3) or as a "unit of government" under Section 170(b) to receive grant funding. A 501(c)(3) is a section of the Federal Tax Code, which establishes the criteria for tax-exempt charitable organizations. Section 170(b) refers to agencies that conduct activities to benefit the public at large, like public schools, state universities, public libraries and volunteer fire departments.

NEVADA FOUNDATION – HUMAN SERVICES FUND
Grant Application Cover Page

Organization(s) conducting project:

Address:

Organization/Project Contact Person & Title:

Federal tax identification number of Applicant(s) or Fiscal Sponsor (EIN):

Project Title:

=====

Fiscal Sponsor – required if the applicant organization is not a 501(c)(3) or 170(b):

Fiscal Sponsor Address:

Fiscal Sponsor Contact Person & Title:

=====

Total Cost of Project:

Amount Requested:

Project Focus Area (check one):

☐ **FOOD** ☐ **CLOTHING** ☐ **SHELTER**

Brief Description of Organization:

Brief Description of Project:

Signature of Authorized Project Representative/TITLE

Date

Please **ANSWER** the following questions regarding your application proposal:

1. What basic need does this project address; **please be specific how this need is assisted by your proposed project?**
2. List one to three specific objectives associated with this project.
3. Which of Nevada's residents (demographically) are most likely to be supported by this project?
4. What are the anticipated benefits for Nevada residents, as a whole?
5. How will this project's expected outcomes be measured for effectiveness?
6. What local partnerships or collaborations with other Nevada-area organizations are reflected in this project?
7. Describe how volunteers will be engaged to support this project?
8. Has this organization received any public (city, county, state, federal) funds in the past 5 years?
If so, please explain.
9. Which of this organization's programs and services already assist Nevada residents? How many Nevada residents have benefit in the past year?

Budget / Timeline / Organization Board of Directors

Detail other funding sources secured, applied for, and proposed. Specify the amount you are requesting from the Human Services Fund and timeline for initiatives.

BUDGET

Project Item	Funding needed for this item:	Nevada Foundation / Human Service Fund	Funding Source:	Funding Source:	Funding Source:

TOTAL BUDGET (all funding sources): _____ HUMAN SERVICES FUND REQUEST: _____

Should the Nevada Foundation Board of Directors need to reduce the amount of your funding request will this project proceed as planned?

What amount of the funding detailed above has been secured as of this application: _____

TIMELINE

Start Date	
Identify Key Milestone Dates	
Completion Date	

ORGANIZATION BOARD OF DIRECTORS

President/Chairman	
Vice President/Vice Chairperson	
Secretary	
Treasurer	
Other Board Members	

Fiscal Sponsorship Agreement

Date: _____

Fiscal Sponsor (Legal Applicant): _____

Fiscal Sponsor Contact Person and Email: _____

Fiscal Sponsor Full Mailing Address: _____

Sponsored Organization Submitting Application Proposal: _____

Project Name: _____

_____ (Legal Applicant/Fiscal Sponsor, hereafter referred to as **The Sponsor**) has agreed to serve as a fiscal/program sponsor for the _____ (Organization conducting proposal, hereafter referred to as the **Sponsored Org.**) as outlined in the attached application and supporting materials. The Board of Directors of **The Sponsor** has passed a resolution adopting the **Sponsored Org.'s** project as a program or proposal consistent with the **Sponsor's** purpose and mission. The **Sponsored Org.'s** financial activities will be accounted for as a program of **The Sponsor** for IRS auditing and financial reporting purposes.

Since the **Sponsored Org.** is not recognized by the IRS as a charitable tax-exempt entity, **The Sponsor** must exercise full control over the **Sponsored Org.'s** financial administration, management and disbursement of funds resulting from this grant application. **The Sponsor** has delegated _____ (name of person/s) as responsible for fulfilling of these accounting and reporting functions subject to the ultimate authority of the Board of Directors of **The Sponsor**. **The Sponsor** is responsible for ensuring completion of timely reports and submission of necessary financial statements to the address below. Failure to ensure timely reporting on behalf of the **Sponsored Org./Sponsor** will also result in a loss of good standing.

This agreement will be in effect from the date of a grant award to support the above-named proposal until the grant funds are expended and the final report has been submitted and accepted.

We agree to the terms stated above in this agreement:

Legal Applicant/ Fiscal Sponsor Representative Signature: _____

Printed Name: _____

Date: _____

Sponsored Organization Representative Signature: _____

Printed Name: _____

Date: _____

**Attach to this agreement the Fiscal Sponsor's 501(c)(3) Tax-Exempt Determination Letter or comparable proof of charitable exemption. (i.e. a letter from a City, confirming their status as a government entity.)*

RESOLUTION NO. 046 (2022/2023)

Resolution Deleting Property from the Nevada Urban Renewal Area

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

WHEREAS, the Council now desires to decrease the size of the Urban Renewal Area by deleting certain property (the "Property") from the Urban Renewal Area, as set out on Exhibit A hereto; and

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

Section 1. The Property as described on Exhibit A hereto is hereby deleted from the Urban Renewal Area.

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

Passed and approved October 24, 2022.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

EXHIBIT A
Legal Description of
Property Deleted from the
Nevada Urban Renewal Area
October 24, 2022

Lot 3 in Airport Road Plat 6, an official plat in the City of Nevada, Story County, Iowa; and

An irregular shaped portion of Lot 2, Airport Road Plat 6, an Official Plat, Nevada, Story County, Iowa, is described as follows: Beginning at the northwest corner of said Lot 2; thence S89°04'53"E along the north line of said Lot 2, a distance of 812.10 feet to the northeast corner of said Lot 2; thence S00°00'00"E along the east line of said Lot 2, a distance of 829.10 feet to the north line of the public highway easement as it is presently established; thence N64°13'41"W along said easement line, a distance of 903.43 feet to the west line of said Lot 2, thence N00°11'57"E along the west line of said Lot 2, a distance of 449.32 feet to the point of beginning.

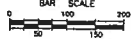
Subject to and together with any and all easements and restrictions of record.
Containing 519,696 Square Feet.

PROPERTY DESCRIPTION:
PARCEL G AS SHOWN IN SLIDE 342 PAGE 4, INSTRUMENT No.
08-12399 IN THE OFFICE OF THE STORY COUNTY RECORDER.
SAID TRACT OF LAND BEING SUBJECT TO AND TOGETHER WITH ANY AND
ALL EASEMENTS OF RECORD.
SAID TRACT OF LAND CONTAINS 24.40 ACRES.

PROPRIETOR:
CITY OF NEVADA, IOWA
1209 6th STREET
NEVADA, IA 50201-1536



SCALE: 1"=100'



ADJACENT OWNER:
DOWELL SISTERS FARM LLC

LOT 3
2,230,356 SF
51.20 ACRES

103N
LOT A
63,236 SF
1.45 ACRES

SURFACE WATER FLOWAGE
 & STORM WATER
 STORAGE/RETENTION
 EASEMENT

LEGEND:

- (C) INDICATES PLAT CORNER
 FOUND 5/8" IR-ROD WITH
 YELLOW PLASTIC ID #1761
 UNLESS OTHERWISE NOTED
- (C) INDICATES PLAT CORNER
 PLACED 3/4" IRON PIPE WITH
 ORANGE PLASTIC ID #1271
- (C) INDICATES PROPERTY CORNER
 FOUND 5/8" IR-ROD WITH
 YELLOW PLASTIC ID #10313
 UNLESS OTHERWISE NOTED
- (C) INDICATES PROPERTY CORNER
 PLACED 3/4" IRON PIPE WITH
 ORANGE PLASTIC ID #1271
- P INDICATES PLATTED DISTANCE.
 S INDICATES MEASURED DISTANCE.
 SF SQUARE FEET

ADJACENT OWNERS:
LINDA OSBORNE KUMPS TRUST
LOUISE STRICKLIN LIVING TRUST

ADJACENT OWNER:
LAVORN RULLESTAD

ADJACENT OWNERS:
LINDA OSBORNE KUPRES TRUST
LEWIS STICKUM LAND TRUST

NOTES:

THIS PLAT HAS AN ERROR OF CLOSURE OF LESS THAN 1.0 FEET IN 10,000.0 FEET. EACH LOT WITHIN THIS PLAT HAS AN ERROR OF CLOSURE OF LESS THAN 1.0 FOOT IN 5,000.0 FEET.

ALL CORNERS HAVE BEEN FOUND AS NOTED OR ARE PLACED WITH A 3/4 INCH IRON PIPE. ALL CORNERS PLACED HAVE A ORANGE PLASTIC IDENTIFICATION CAP No. 12873.

AREAS IN 1/4-1/4:
SECTION 12 T8N R23W
LOT 1
SE.1/4-SW.1/4=12.45 ACRES
SW.1/4-SW.1/4=11.98 ACRES
LOT 3
NE.1/4-SW.1/4=13.51 ACRES
NW.1/4-SW.1/4=37.69 ACRES

ZONING:
G1 GENERAL INDUSTRIAL DISTRICT

SETBACKS:
FRONT YARD = 50 FEET
REAR YARD = 25 FEET
SIDE YARD (STREET) = 25 FEET
SIDE YARD (INTERIOR) = 25 FEET

SETBACKS:
FRONT YARD = 50 FEET
REAR YARD = 25 FEET
SIDE YARD (STREET) = 25 FEET
SIDE YARD (INTERIOR) = 10 FEET

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED BY ME AND THE RELATED SURVEY WORK WAS PERFORMED UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA. LICENSE RENEWAL DATE: DECEMBER 31, 2013

PRELIMINARY

SIGNED:

DATE:



NUMBER	REVISIONS	DATE	BY
<p align="center">AIRPORT ROAD PLAT 6 PRELIMINARY PLAT</p>			

P.91

ORDINANCE NO. 1036 (2022/2023)

An Ordinance Deleting Property From the Tax Increment Financing District for the Nevada Urban Renewal Area of the City of Nevada, Iowa, Pursuant to Section 403.19 of the Code of Iowa

WHEREAS, the City Council of the City of Nevada, Iowa (the "City") previously enacted an ordinance providing for the division of taxes levied on taxable property in the Nevada Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa; and

WHEREAS, pursuant to that ordinance, a portion of the Nevada Urban Renewal Area in the City of Nevada was designated a "tax increment district"; and

WHEREAS, the City Council now desires to decrease the size of the "tax increment district" by deleting certain property;

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

Section 1. Purpose. The purpose of this ordinance is to delete certain property from the tax increment financing district for the Nevada Urban Renewal Area.

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

"Deleted Property" shall mean certain real property legally described as follows:

Lot 3 in Airport Road Plat 6, an official plat in the City of Nevada, Story County, Iowa; and

An irregular shaped portion of Lot 2, Airport Road Plat 6, an Official Plat, Nevada, Story County, Iowa, is described as follows: Beginning at the northwest corner of said Lot 2; thence S89°04'53"E along the north line of said Lot 2, a distance of 812.10 feet to the northeast corner of said Lot 2; thence S00°00'00"E along the east line of said Lot 2, a distance of 829.10 feet to the north line of the public highway easement as it is presently established; thence N64°13'41"W along said easement line, a distance of 903.43 feet to the west line of said Lot 2, thence N00°11'57"E along the west line of said Lot 2, a distance of 449.32 feet to the point of beginning.

Subject to and together with any and all easements and restrictions of record. Containing 519,696 Square Feet.

Section 3. The Deleted Property is hereby removed from the tax increment financing district for the Nevada Urban Renewal Area. No division of property tax revenues as provided under Section 403.19 of the Code of Iowa shall be done with respect to the Deleted Property without further action by the City Council.

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

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

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

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

Mayor

Attest:

City Clerk

First consideration: October 24, 2022

Second consideration: _____, 2022

• • • •

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

Mayor

Attest:

City Clerk

RESOLUTION NO. 047 (2022/2023)

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

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

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

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

WHEREAS, an amendment (the "Amendment") to the Plan has been prepared which (1) covers the addition of the Property to the Urban Renewal Area; (2) authorizes the undertaking of new urban renewal projects in the Urban Renewal Area, consisting of (a) providing tax increment financing support to AK System Solutions LLC ("AK System") in connection with the acquisition of certain City-owned property by AK System and the construction of a cold storage warehouse thereon for use in its business operations; and (b) providing tax increment financing support to Van Houweling Properties II, LLC/Van Wall Equipment ("Van Houweling") in connection with the acquisition of certain City-owned property by Van Houweling and the construction of a new training and learning facility thereon for use in the farm implement business operations of Van Wall Equipment; and

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

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

Section 1. This City Council will meet at the Nevada Council Chambers, Nevada, Iowa, November 28, 2022, at 6:00 p.m., at which time and place it will hold a public hearing on the designation of the expanded Urban Renewal Area described in the preamble hereof and on the Amendment.

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

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

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

Passed and approved October 24, 2022.

Mayor

Attest:

City Clerk

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

Notice Is Hereby Given: That at 6:00 o'clock p.m., at the Nevada Council Chambers, Nevada, Iowa, on November 28, 2022, the City Council of the City of Nevada, Iowa (the "City") will hold a public hearing on the question of amending the plan for the Nevada Urban Renewal Area (the "Urban Renewal Area") and designating an expanded Nevada Urban Renewal Area, pursuant to Chapter 403, Code of Iowa, by adding and including all the property described as follows:

Lot 3 in Airport Road Plat 6, an official plat in the City of Nevada, Story County, Iowa; and

An irregular shaped portion of Lot 2, Airport Road Plat 6, an Official Plat, Nevada, Story County, Iowa, is described as follows: Beginning at the northwest corner of said Lot 2; thence S89°04'53"E along the north line of said Lot 2, a distance of 812.10 feet to the northeast corner of said Lot 2; thence S00°00'00"E along the east line of said Lot 2, a distance of 829.10 feet to the north line of the public highway easement as it is presently established; thence N64°13'41"W along said easement line, a distance of 903.43 feet to the west line of said Lot 2, thence N00°11'57"E along the west line of said Lot 2, a distance of 449.32 feet to the point of beginning.

Subject to and together with any and all easements and restrictions of record.
Containing 519,696 Square Feet.

The proposed amendment to the urban renewal plan brings the property described above under the plan and makes it subject to the provisions of the plan. The amendment also authorizes the undertaking of new urban renewal projects in the Urban Renewal Area consisting of (a) providing tax increment financing support to AK System Solutions LLC ("AK System") in connection with the acquisition of certain City-owned property by AK System and the construction of a cold storage warehouse thereon for use in its business operations; and (b) providing tax increment financing support to Van Houweling Properties II, LLC/Van Wall Equipment ("Van Houweling") in connection with the acquisition of certain City-owned property by Van Houweling and the construction of a new training and learning facility thereon for use in the farm implement business operations of Van Wall Equipment.

A copy of the amendment is on file for public inspection in the office of the City Clerk.

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

Kerin Wright
City Clerk

• • • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

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

Lot 3 in Airport Road Plat 6, an official plat in the City of Nevada, Story County, Iowa; and

An irregular shaped portion of Lot 2, Airport Road Plat 6, an Official Plat, Nevada, Story County, Iowa, is described as follows: Beginning at the northwest corner of said Lot 2; thence S89°04'53"E along the north line of said Lot 2, a distance of 812.10 feet to the northeast corner of said Lot 2; thence S00°00'00"E along the east line of said Lot 2, a distance of 829.10 feet to the north line of the public highway easement as it is presently established; thence N64°13'41"W along said easement line, a distance of 903.43 feet to the west line of said Lot 2, thence N00°11'57"E along the west line of said Lot 2, a distance of 449.32 feet to the point of beginning.

Subject to and together with any and all easements and restrictions of record.
Containing 519,696 Square Feet.

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

November, 2022

The Urban Renewal Plan (the “Plan”) for the Nevada Urban Renewal Area (the “Urban Renewal Area”) of the City of Nevada, Iowa (the “City”) is being amended for the purposes of (1) adding certain real property to the Urban Renewal Area; and (2) identifying new urban renewal projects to be undertaken therein.

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

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

A.

Name of Project: AK System Solutions LLC Development Project

Date of Council Approval of the Project: November 28, 2022

Description of Project and Project Site: AK System Solutions LLC (“AK System”) has proposed to acquire the AK System Solutions LLC Property (as defined on Exhibit A hereto) from the City and to undertake the construction of a cold storage warehouse (the “Cold Storage Project”) thereon for use in its business operations in the Urban Renewal Area.

It has been requested that the City provide tax increment financing assistance to AK System in support of the efforts to construct, operate and maintain the Cold Storage Project.

The costs incurred by the City in providing tax increment financing assistance to AK System will include legal and administrative fees (the “Admin Fees”) in an amount not to exceed \$8,000.

Description of Use of TIF: The City intends to enter into a development agreement with AK System with respect to the Cold Storage Project and to provide annual appropriation economic development payments (the “Payments”) to AK System

thereunder. The Payments will be funded with incremental property tax revenues to be derived from the AK Property. It is anticipated that the City's total commitment of incremental property tax revenues with respect to the Cold Storage Project will not exceed \$500,000, plus the Admin Fees.

B.

Name of Project: Van Houweling Properties II, LLC/Van Wall Equipment Development Project

Date of Council Approval of the Project: November 28, 2022

Description of Project and Project Site: Van Houweling Properties II, LLC ("Van Houweling") has proposed to acquire the Van Houweling Property (as defined on Exhibit A hereto) from the City and to undertake the construction of a new training and learning facility (the "Van Wall Project") thereon for use in the farm implement business operations of Van Wall Equipment in the Urban Renewal Area.

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

The costs incurred by the City in providing tax increment financing assistance to Van Wall will include legal and administrative fees (the "Admin Fees") in an amount not to exceed \$8,000.

Description of Use of TIF: The City intends to enter into a development agreement with Van Wall with respect to the Van Wall Project and to provide annual appropriation economic development payments (the "Payments") to Van Wall thereunder. The Payments will be funded with incremental property tax revenues to be derived from the Van Wall Property. It is anticipated that the City's total commitment of incremental property tax revenues with respect to the Van Wall Project will not exceed \$1,200,000, plus the Admin Fees.

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

Constitutional debt limit of the City:	<u>\$24,475,631</u>
Outstanding general obligation debt of the City:	<u>\$</u>
Proposed TIF debt to be incurred under the November, 2022 Amendment*:	<u>\$ 1,716,000</u>

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

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

Lot 3 in Airport Road Plat 6, an official plat in the City of Nevada, Story County, Iowa (the "AK System Solutions, LLC Property"); and

An irregular shaped portion of Lot 2, Airport Road Plat 6, an Official Plat, Nevada, Story County, Iowa, is described as follows: Beginning at the northwest corner of said Lot 2; thence S89°04'53"E along the north line of said Lot 2, a distance of 812.10 feet to the northeast corner of said Lot 2; thence S00°00'00"E along the east line of said Lot 2, a distance of 829.10 feet to the north line of the public highway easement as it is presently established; thence N64°13'41"W along said easement line, a distance of 903.43 feet to the west line of said Lot 2, thence N00°11'57"E along the west line of said Lot 2, a distance of 449.32 feet to the point of beginning.

Subject to and together with any and all easements and restrictions of record. Containing 519,696 Square Feet (the "Van Houweling Property").

RESOLUTION NO. 048 (2022/2023)

**A RESOLUTION APPROVING WASTEWATER AGREEMENT BETWEEN
CITY OF NEVADA, IOWA AND VERBIO NEVADA LLC**

WHEREAS, the City of Nevada, Iowa ("City"), and Verbio Nevada LLC ("Company") desire to enter into a Wastewater Agreement; and

WHEREAS, City owns, operates and maintains a municipal sewage system including a mechanical sewage treatment system; and

WHEREAS, Company operates a biorefinery facility within the City and is a contributor of sewage to the system; and

WHEREAS, City and Company agree to the consideration of the recitals and mutual promises set forth in the Wastewater Agreement, Exhibit B attached; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, does hereby approve the Wastewater Agreement with Verbio Nevada LLC, per attached Exhibit B. The Mayor is hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 24th day of October, 2022.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 048 (2022/2023) be adopted.

AYES: —
NAYS: —
ABSENT: —

The Mayor declared Resolution No. 048 (2022/2023) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 048 (2022/2023) at the regular Council Meeting of the City of Nevada, Iowa, held on the 24th day of October, 2022.

Kerin Wright, City Clerk

W:\Office\Council\Resolutions\2022-2023\048-Verbio Wastewater Agreement.doc

WASTEWATER AGREEMENT

**As of September 27, 2022
by and between**

CITY OF NEVADA, IOWA

and

VERBIO NEVADA LLC

TABLE OF CONTENTS

A. Definitions	4
B. Company Discharges	4
C. Treatment Agreements and Discharge Permit	6
D. Sewer User Rates	7
E. Monitoring, Testing and Calculation of Averages	8
F. Penalty Charges	10
G. Suspension of Sewer Service	11
H. Term of Agreement	13
I. Other Provisions.....	13

This Agreement is made as of _____, 2022 by the City of Nevada, Iowa,
a municipal corporation, ("City") and Verbio Nevada LLC, ("Company").

WHEREAS,

- A. City owns, operates and maintains a municipal sewage system including a mechanical sewage treatment system ("Sewage System").
- B. Company operates a biorefinery facility within the City and is a contributor of Sewage (defined below) to the Sewage System.
- C. The parties desire that City collect and treat Sewage from Company, as provided in this Agreement.

NOW, THEREFORE, in consideration of the recitals and the mutual promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows.

A. DEFINITIONS

1. For purposes of this Agreement, the following terms have the following meanings:
 - a. “Industrial Waste” means the waste from an industrial manufacturing process, trade or business into the Sewage System collection and treatment system as distinct from Sanitary Sewage. Discharge from the User to the Sewage System collection system shall be via on-site lift station and 4-inch diameter PVC force main pipe and shall be received at the City’s Sewage collection system manhole SW880-85 located on the south side of WK Avenue east of W 18th Street.
 - b. “Sewage System” includes all land, buildings, machinery, interceptor and sewers and other tangible and intangible property, whether now or later owned or used or added by City for collecting, transmitting, treating or disposing of Sewage.
 - c. “Sanitary Sewage” means sewage discharged from the sanitary conveniences of dwellings (including apartment houses and hotels), office buildings, factories or institutions, and free from storm water and industrial wastes.
 - d. “Sewage” means a combination of water-carried wastes from residences, business building’s, institutions and industrial establishments, together with ground, surface and storm waters as may be present, including Sanitary Sewage and Industrial Waste.
 - e. “User” means any individual, partnership, corporation or other organization or entity, public or private, that discharges Industrial Waste or Sanitary Sewage that is collected or treated as part of the Sewage System.

B. COMPANY DISCHARGES

1. City shall use its best efforts to take all action necessary to continually receive and treat the Company’s Sewage without interruption as provided in this Agreement. City will not reduce Company’s present or future rights to discharge Sewage unless necessary on a temporary basis due to emergency conditions that threaten

human health and the environment. Reasonable advance notice will be provided to Company of any such reduction.

2. Company "Allocated Share" means Sewage discharges from Company with the following characteristics:

a. Monthly (30 day) Average

Flow	0.072 MGD
BOD5	76 lbs/d
TSS	129 lbs/d
TKN	26 lbs/d
NH3-N	16 lbs/d
TN	26 lbs/d
TP	0 lbs/d
Oil and Grease	10 mg/L

b. Daily Maximum

Flow	0.144 MGD
BOD5	114 lbs/d
TSS	194 lbs/d
TKN	38 lbs/d
NH3-N	20 lbs/d
TN	38 lbs/d
TP	0 lbs/d
Oil and Grease	20 mg/L

c. pH limits (grab sample)

Min.	6.5
Max.	9.0

3. For purposes of this Agreement, the following terms have the following meanings:

- a. "BOD5" means 5 day biochemical oxygen demand, determined under standard laboratory procedures as set forth in the latest edition of Standard Methods for the Examination of Water and Wastewater, published jointly by the American Public Health Association, the American Water Works Association and the Water Environment Federation ("Standard Methods").
- b. "Flow" means total Sewage volume discharged by Company as measured by flow rate measurement equipment (primary) installed at discharge monitoring facilities. In the event the primary Sewage flow monitoring equipment is out of service due to failure or maintenance, the Flow for

such Sewage shall be determined by manually measuring the flow rate (secondary) multiple times each day until the flow meter is operational. The flow readings shall be measured and documented to allow for most accurate determination of average flows during the day. Repair of primary measurement equipment shall be expedited to minimize the time secondary flow measurement is used. Time when this secondary device is used shall be indicated as such on the data recording sheet. The City shall be notified immediately by phone or other means of communication of secondary device being used and shall be given a timeframe for primary equipment to be operational. The timeframe shall be agreeable to City and Company.

- c. "TSS" means total suspended solids which are solids that either float on the surface of, or are in suspension in, Sewage, and which are removable by a laboratory filtration device. The methods of determining suspended solids shall be those set forth in the latest edition of Standard Methods.
- d. "TKN" means Total Kjeldahl Nitrogen as measured by the test method set forth in Standard Methods.
- e. "NH₃-N" means Ammonia Nitrogen as measured by the test method set forth in Standard Methods.
- f. "TN" means Total Nitrogen as measured by the test method(s) set forth in Standard Methods.
- g. "TP" means Total Phosphorus as measured by the test method(s) set forth in Standard Methods.
- h. "Oil and Grease" has the meaning set forth in test methods accepted by the Iowa Department of Natural Resources ("DNR") and/or, the United States Environmental Protection Agency. Sample will be taken as a grab sample.

C. TREATMENT AGREEMENTS AND DISCHARGE PERMIT

1. Contemporaneously with signing this Agreement, City and Company will enter into a revised Treatment Agreement (DNR Form 542-3221) as set forth in Exhibit A attached hereto ("Treatment Agreement") with an effective date as of _____, 2022. City will submit the Treatment Agreement to DNR as soon as possible after the date of this Agreement, and request DNR's approval of it. At

that time City will also request DNR's approval of any amendment to the City's existing NPDES discharge permit that may be necessary in connection with the Treatment Agreement.

2. If a new or an amended NPDES discharge permit will be necessary for the Company to discharge its Allocated Share, the City shall make application for a new five-year (or longer duration if permitted by DNR) NPDES discharge permit, or a discharge permit amendment, for re-rated capacity of the City's treatment plant. That application will be made in time for DNR to process and issue the permit or permit amendment by the date of Start Up. City shall use its best efforts to avoid any violation of any applicable NPDES discharge permit for the Sewage System.
3. If DNR does not approve the Treatment Agreement, or if DNR does not issue the City a re-rated NPDES discharge permit or permit amendment for additional treatment capacity that would permit the Company to discharge its Allocated Share, if required, the Company and the City each shall have the right to terminate this Agreement upon thirty (30) days advance written notice to the other, effective on the date indicated in that notice.

D. SEWER USER RATES

1. City will charge Company and Company will pay sewer user fees in accordance with the rates and surcharges per City ordinance in effect through the date Company first discharges Company's Allocated Share to the Sewage System.
2. The City completed a wastewater rate study in 2020 ("Sewer Rate Study"). Prior to Start Up, the City will adopt and have in effect an ordinance establishing new

sewer rates based on the model established in the Sewer Rate Study. Company will pay sewer user rates, including surcharges, so established. The City will monitor the sewer fund and adjust rates periodically in accordance with the model established in the Sewer Rate Study, or other methodology adopted by the City.

3. Monthly surcharge, if any, shall be calculated by applying the average monthly concentration for each parameter to the total metered Sewage discharge volume from Company's monitoring station for that month and compared against the City's average non-industrial loading. The monthly surcharge shall be calculated as follows:

$$\text{Monthly Surcharge} = ((A - B) \times C \times 8.34) \times D$$

Where:

A = Parameter Average Monthly Concentration (mg/L)

B = Parameter City's Average Non-Industrial Loading (mg/L), per ordinance

C = Total metered Sewage Discharge Volume (MG)

D = Parameter Surcharge Rate (\$/lbs)

* If $(A - B) < 0$, then Monthly Surcharge = \$0

4. In the event DNR requires the City to comply with more stringent discharge limits from its wastewater treatment facility than are contained in the Original Permit (Iowa NPDES Permit # 8562001, Date of Expiration – January 31, 2027), the City specifically reserves the right to modify the User charge rates to the Company in order to provide appropriate User charges for (a) any additional costs reasonably incurred for the construction, amortization of debt service, operation, maintenance or replacement of such additional facilities and (b) any change to operation of the

Sewage System as may be necessary to meet such more stringent limits for adequate treatment of Allocated Share. The City shall determine those costs and notify the Company of them. In the event the Company does not agree with the imposition or allocation of such additional costs, the Company shall notify the City of its disagreement within 60 days after receiving the City's proposed new cost allocation. In that event, the Company may terminate this Agreement in writing on or before the last to occur of (a) the effective date of the more stringent discharge limits, (b) the date by which the treatment facility expansion would be required by DNR to be completed or (c) after the period which is reasonably necessary for Company to construct alternative wastewater treatment facilities. Company shall pay any increases in User fees from the effective date of the increase until the effective date of termination.

E. MONITORING, TESTING AND CALCULATION OF AVERAGES

1. Company will maintain one or more locations/equipment in proper operating condition approved by the City for the purpose of sampling/monitoring the Company's Sewage prior to discharge to the City's Sewage System. City approval of sampling locations/equipment shall not be unreasonably withheld.
2. Company will provide City with a key or other means of access to the Company's sampling location/equipment for the purpose of sampling/monitoring the Company's Sewage as provided in this section E.
3. Company will retain an independent laboratory (Laboratory), certified by the State of Iowa, for analyses of compliance monitoring samples of the Company's Sewage. The Laboratory will be selected by agreement of the City and Company,

which agreement by either party will not be unreasonably withheld. The Laboratory will be requested to provide results directly to City and Company. The City shall use the Laboratory results to make all reports to the DNR. If either party requests a change to another Laboratory, the parties will consider the reasons for the request and, again, agree upon the Laboratory to be used, which agreement by either party will not be unreasonably withheld.

4. Company automatic sampling equipment will collect 24-hour flow proportional composite samples that are representative of the Sewage discharged by Company over the monitoring period.
5. As mutually agreed by all parties, samples will be collected randomly by the laboratory, no less than three times per week. There shall be separate analyses of each 24-hour composite sample.
6. Monthly average mass discharge used for compliance monitoring purposes for each parameter in the Treatment Agreement (DNR Form 5424-3221) shall be calculated as the average of the mass discharges for every day that a sample was collected and analyzed.
7. The City and Laboratory will be permitted to enter the approved monitoring station, subject to reasonable advance notice and sanitary and safety regulations, for the purpose of collecting random samples of Company's Sewage discharge as permitted in this section E. Company hereby authorizes such entry and sampling. City will notify Company of any entry to allow for the taking of split samples for Company.

8. Company will allow split samples for City use upon City's request. Samples shall be split at time of collection by the person collecting them. Company will pay any expense for taking such split samples.
9. City will request access to property by phone or other reasonable communication. Access to Company property will be subject to Company site security and safety policies in effect.

F. PENALTY CHARGES

1. If any constituent of Company's Sewage discharge exceeds Company's Allocated Share, City may issue to Company a written notice of violation within thirty (30) days of the violation. If such notice is sent, City may, in addition to normal sewer charges and surcharges, charge Company "Penalty Charges" for loading above the permitted amount based upon the fees indicated in Chapter 99 of the Sewer Use Charges, in the City Municipal Ordinance. These fees will be used for maximum daily limit exceedances, and multiplied by four for monthly (30-day) average exceedances.
2. If in the future the City decides to adopt an ordinance that would impose on Company any other penalties with respect to Company's Sewage discharge to the Sewage System, if the Company does not agree with the imposition of such penalties, the Company shall have the right to terminate this Agreement upon 30 days advance written notice to the City, effective as of the date stated in that notice to the City.

G. SUSPENSION OF SEWER SERVICE

1. In the event Company is in Significant Non-Compliance (defined below) for either maximum daily limit violations or monthly (30-day) average limit violations, City may notify Company in writing of the specific violation(s). If City so notifies Company, Company shall have thirty (30) calendar days after receipt of said written notice to reduce its constituent levels to the requirements of this Agreement and, thereafter, operate without Significant Non-Compliance for a period of at least three (3) consecutive months. Any such notice from the City shall detail the specific events and times and extent of the non-compliance. Company shall provide City with a written plan as to how Company intends to avoid further significant Non-Compliance.
2. "Significant Non-Compliance" means violation of Company's Allocated Share which meets one or more of the following criteria:
 - a. In a rolling one (1) month period, thirty-three percent (33%) or more of the maximum daily limits for any constituent is exceeded.
 - b. In a rolling three (3) month period, fifty percent (50%) or more of the 30-day average limits for any constituent is exceeded.
3. In the event Company is determined to be in Significant Non-Compliance and fails to achieve compliance in accordance with the provisions of paragraph G.1, City may temporarily suspend sewer service to Company as follows:
 - a. City shall provide written notice to Company of the opportunity to meet and confer regarding the alleged Substantial Non-Compliance. That meeting shall occur at a date agreed by the City and Company, but shall occur no later than thirty (30) days following Company's receipt of notice.
 - b. At the meeting the City shall provide Company with all City's evidence of Significant Non-Compliance and Company shall provide City with all Company's evidence disputing same.

- c. If, based on evidence presented at that meeting, the City determines Significant Non-Compliance by the Company occurred, City may suspend sewer service to Company.
 - d. If the City decides to suspend sewer service to Company, the City shall provide written notice to Company of its intent to do so, which suspension shall not occur sooner than thirty (30) days following the date Company receives that notification. The City's determination shall be made by the City Administrator.
 - e. If, prior to the effective date of suspension, Company operates at discharge levels that will cure its Significant Non-Compliance and submits a plan of action acceptable to the City to prevent recurrence of said Significant Non-Compliance, then the sewer service suspension shall not occur and the City shall continue to provide sewer service in accordance with this Agreement. If, after the effective date of sewer service suspension, Company submits a plan of action acceptable to the City to prevent recurrence of Significant Non-Compliance, then City shall resume sewer service in accordance with this Agreement at that time. In either case, acceptance by the City of the Company's plan of action shall not be unreasonably denied.
4. "Upset" means an exceptional incident in which Company unintentionally and temporarily is in a state of noncompliance with Company's Allocated Share limits due to factors beyond Company's reasonable control. If an Upset occurs and Company immediately (no longer than 24 hours) notifies by phone or other means of communication the City of the Upset, City will not use the Upset for determining Significant Non-Compliance. Upset conditions shall not exceed a duration of greater than 72 hours, either singularly or consecutively.

H. TERM OF AGREEMENT

- 1. The initial term of this Agreement will end on the date of expiration of the National Pollutant Discharge Elimination System (NPDES) Permit, or permit amendment, issued by DNR for the Sewage System.
- 2. NPDES Permits are for stated terms, typically five years. DNR typically renews NPDES permits for five-year periods. The parties anticipate DNR will renew the

City's Original Permit, and subsequent renewal permits, for the Sewage System upon their expiration dates. Upon expiration of the Original Permit, and upon expiration of all NPDES renewal permits, this Agreement as then in effect automatically will renew, without further action of either party, for a period of time equal to the term of the next NPDES renewal permit. Provided, however, this Agreement shall terminate on the twentieth anniversary of the date of this Agreement.

I. OTHER PROVISIONS

1. Books and Records. The Company shall at reasonable times make any and all records regarding the monitoring of its Sewage discharge to the Sewage System available for inspection by City and copying at City's expense.
2. Meetings. During the month of January each year, and otherwise within thirty days after request of either party, City and Company will meet to discuss any issues relating to this Agreement. During the January meeting each year, the City and Company will review User rates under the model established in the Sewer Rate Study, although the City may choose not to make annual rate adjustments.
3. Assignment. In the event Company should sell, transfer, merge or reorganize Company or its property or shares, the obligations and benefits of this Agreement shall pass through to the surviving company, purchaser or assignee, as the case may be, ("Successor") and this Agreement shall remain in full force and effect and be binding on the Successor. Company shall notify City of such transfer and Successor shall notify City of any significant changes to its Sewage characteristics. Significant changes in Sewage characteristics may be a basis for

termination of this Agreement. Upon such transfer, the Successor shall be obligated to the City under this Agreement, and Company shall have no further obligations under this Agreement, except for obligations accruing prior to the date of such transfer.

4. Authority. City and Company each warrant it has the right, title and authority to enter into this Agreement and to perform all its obligations hereunder, and that all approvals necessary for it to enter into and fully perform this Agreement have been obtained.
5. Entire Agreement. This Agreement and all exhibits hereto constitute the entire agreement between the parties pertaining to the subject matters hereof and supersede all negotiations, preliminary agreements and all prior or contemporaneous discussions and understandings of the parties in connection with the subject matters hereof.
6. Severability. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. In the event any provision of this Agreement is held to be unenforceable as written, but enforceable if modified, then such provision shall be deemed to be amended to such extent as shall be necessary for such provision to be enforceable and it shall be enforced to that extent. Provided, however, if the result of any provision of this Agreement being held invalid, illegal or unenforceable, in whole or in part, or the result of any provision of this Agreement being deemed amended, would be a limitation on Company's Allocated Share or an increase in charges by the City to the Company for treatment of the Allocated Share, Company shall have a right to

terminate this Agreement upon thirty (30) days written notice to the City,
effective on the date specified in that notice.

7. No Waiver; Modifications. No failure or delay on the part of any Party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No amendment, modification, supplement, termination or waiver of or to any provision of this Agreement, nor consent to any departure therefrom, shall be effective unless the same shall be in writing and signed by or on behalf of the party to be charged with the enforcement thereof. Any amendment, modification or supplement of or to any provision of this Agreement, any waiver of any provision of this Agreement, and any consent to any departure from the terms of any provision of this Agreement, shall be effective only in the specific instance and for the specific purpose for which made or given.
8. Headings. Headings in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement, and such titles or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions.
9. Agreement Conflicts. In the event of any conflict between this Agreement and the provisions of any other agreement between City and Company, the provisions of this Agreement shall control and any conflicting provisions of other agreements are hereby amended to conform to the provisions of this Agreement.

10. Construction. Both parties have participated equally in the preparation and approval of this Agreement. No provision of this Agreement shall be construed more strongly against either Party regardless of who was more responsible for its preparation.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. The penalty provisions of this Agreement do not limit the right of either party to enforce the terms of this Agreement in law or in equity.

12. Notice.

- a. All notices, demands, requests, and other communications desired or required to be given hereunder ("Notices"), shall be in writing and shall be given by: (i) hand delivery to the address for Notices; (ii) delivery by overnight courier service to the address for Notices; or (iii) sending the same by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the address for Notices.
- b. All Notices shall be deemed given and effective upon the earlier to occur of: (i) the hand delivery of such Notice to the address for Notices; (ii) one business day after the deposit of such Notice with an overnight courier service by the time deadline for next day delivery addressed to the address for Notices; or (iii) three business days after depositing the Notice in the United States mail as set forth in (a) above. All Notices shall be addressed to the following addresses:

If to City, to: City of Nevada
 1209 – 6th Street
 Nevada, Iowa 50201
 Attn: City Administrator

If to Company, to: Verbio Nevada LLC
 59219 West Lincolnway Highway
 Nevada, IA 50201
 Attn: Plant Manager

or to such other persons or at such other places as any party hereto may by Notice designate for service of Notices.

13. Reservation of Rights. Neither this Agreement, nor any portion of it, is intended to limit the right of the City to adopt, enforce or amend ordinances that are a proper exercise of the City's legislative powers.
14. Rule of Construction. This Agreement is intended to be consistent with the ordinances of the City of Nevada, Iowa, and shall be so construed. City represents and warrants that this Agreement is not inconsistent with the ordinances of the City.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the day first above written.

CITY OF NEVADA, IOWA

By: _____

Its: _____

VERBIO Nevada LLC

By: Greg Faith

Its: President Verbio Nevada LLC _

EXHIBIT A
TREATMENT AGREEMENT - FORM 542-3221



IOWA DEPARTMENT OF NATURAL RESOURCES
TREATMENT AGREEMENT FORM

NOTICE

A properly executed Treatment Agreement must be submitted by the industrial user not less than one hundred eighty (180) days before the new significant industrial user proposes to discharge into a wastewater disposal system. Any proposed expansion, production increase, or process modification that may result in any change to a previous Treatment Agreement requires execution of a new Treatment Agreement.

Significant Industrial User

Name: Verbio Nevada LLC

Location Address: 59219 Lincoln Highway, Nevada, Iowa 50201

Email Address: greg.faih@verbio.us

Authorized Representative: Greg Faith

Phone: 515-520-3234

System Receiving Waste

Name: City of Nevada

Location Address: 1209 6th Street, PO Box 530

Email Address: jcook@cityofnevadaiaowa.org

Authorized Representative: Jordan Cook, City Administrator

Phone: 515-382-5466

CERTIFICATION OF INDUSTRIAL USER

I am the duly authorized representative for the significant industrial user identified above and state that the proposed discharge to the system receiving waste identified above shall not exceed the limits listed on the following page(s) of this form after:

Effective Date: _____ End Date (optional): _____

I further assure that notice of any anticipated increase in pollutants contributed shall be given to the owner of the system identified above sufficiently in advance of such increase to allow this contributor to submit a new treatment agreement to the Department of Natural Resources no later than sixty days in advance of the increase or change.

Name: _____ Title: _____

Signature: _____ Date: _____

CERTIFICATION OF SYSTEM RECEIVING WASTE

I am the duly authorized representative for the facility owner named above and state that the owner agrees to accept the discharge described on page two from the contractor identified above, and accepts responsibility for providing treatment of the volume and quantities described on the following page(s) in accordance with the provisions of Chapter 455B, Code of Iowa, and the rules of the Department of Natural Resources. This agreement is conditioned on the industrial contributor complying with all applicable standards and requirements of the Department of Natural Resources and the United States Environmental Protection Agency. This agreement is entered for the purpose of identifying pollutants contributed and limiting the quantity contributed, and shall not otherwise be construed to affect local ordinances, sewer service agreements or fee systems entered into between the parties.

This agreement may be modified or terminated by the owner of the disposal system if additional pollutants or additional quantities or volumes of pollutants are contributed other than identified on the following page(s), or because of any condition that requires either a temporary or permanent reduction or elimination of the accepted contribution.

Name: _____ Title: _____

Signature: _____ Date: _____

Fields on this form are required unless otherwise marked

1. Process DescriptionSpecific Manufacturing Process: Renewable Natural gas and Ethanol FacilitySIC Codes: 2869

NAICS Codes: _____

Principal Raw Materials: Corn stover, CornAmount Consumed per Day (with units): 240 ton/d or 55,000 Bu/dPrincipal Products: Renewable Natural Gas and EthanolAmount Produced per Day (with units): 29,200 MW and 60 MMgal/yr**2. Hourly Maximum Flow Contribution (gallons):** 6,000**3. Days of Operation per Week:** 7**4. Hours of Operation During Peak Day of Operation:** 24**5. Discharge Beginning Date:** 9/1/2023**6. Description of Wastes Discharged and Any Pretreatment Provided****7. Description of Discharge Frequency & Duration, Including Any Batch Discharges****8. Additional Information (optional)**

Continue to page 3

10. Limits on Compatible Wastes in Contribution (Flow is required for all users. Other parameters may or may not be applicable.)

11. Limits on Incompatible Wastes in Contribution (May not be applicable to all users.)

INSTRUCTIONS FOR COMPLETION OF PAGE 2-3
Fields on this form are required unless otherwise marked

ITEM 8 - Enter limits on compatible wastes here. Compatible wastes are those that the receiving treatment works was designed to treat and removes to a significant degree. Average is the 30-day average, not including days with no discharge. Maximum is the maximum single-day contribution during a peak period of operation. Average and maximum limits must be included for all limited parameters.

ITEM 10 - Enter limits on compatible wastes here. Use the units listed. If you have flows in gallons per day, divide by 1,000,000 to get MGD.

Compatible wastes are those that the receiving treatment works was designed to treat and removes to a significant degree. Generally, these are BOD₅, TSS, TKN, and Oil and Grease. Other common wastes include TN, phosphorus, or NH₃-N. (NH₃-N is required for Fertilizer Manufacturing; Iron and Steel Manufacturing; Nonferrous Metals Forming/Metal Powders; Nonferrous Metals Manufacturing, Petroleum Refining, and Pharmaceutical Manufacturing industrial users.)

Average is the 30-day average, not including days with no discharge.

Maximum is the maximum single-day contribution during a peak period of operation. Average and maximum limits must be included for all parameters.

ITEM 11 - Enter limits on incompatible wastes here. Incompatible wastes are any wastes not qualifying as compatible wastes in Item 10. This includes (but is not limited to): metals, total toxic organics, and inorganics such as chloride and sulfate. List all waste parameters that are contributed in concentrations greater than that present in the raw water supply. **USE THE AVERAGE FLOW LIMIT FOR AVERAGE AND MAXIMUM MASS CALCULATIONS.** Average and maximum limits must be included for all parameters. Attach additional sheets as necessary.

***NOTE:** A "Significant industrial user" means an industrial user of a publicly-owned treatment works (POTW) that meets any one of the following conditions:

1. Discharges an average of 25,000 gallons per day or more of process wastewater excluding sanitary, noncontact cooling and boiler blowdown wastewater;
2. Contributes a process waste stream which makes up 5 percent or more of the average dry weather hydraulic or organic capacity of the POTW;
3. Is subject to Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR Chapter I, Subchapter N; or
4. Is designated by the department as a significant industrial user on the basis that the contributing industry, either singly or in combination with other contributing industries, has a reasonable potential for adversely affecting the operation of or effluent quality from the POTW or for violating any pretreatment standards or requirements.

Upon a finding that an industrial user meeting the criteria in paragraph "1" or "2" of this definition has no reasonable potential for adversely affecting the operation of the POTW or for violating any pretreatment standard or requirement, the department may, at any time on its own initiative or in response to a request received from an industrial user or POTW, determine that an industrial user is not a significant industrial user.

Questions may be directed to Julie Faas, 515-725-8409 or julie.faas@dnr.iowa.gov.

Return the form to NPDES.mail@dnr.iowa.gov.

ORDINANCE NO. 1037 (2022/2023)

**AN ORDINANCE AMENDING CHAPTER 65 (STOP OR YIELD REQUIRED)
FOR ADDITIONAL STOP SIGN ON 14TH STREET AND YIELD SIGNS ON J AVENUE AND
CHAPTER 69 (PARKING REGULATIONS) FOR NO PARKING ON SOUTH SIDE OF H
AVENUE BETWEEN 10TH AND 15TH STREET**

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

SECTION 1. SECTION MODIFIED. Chapter 65 (Stop or Yield Required), Section 65.01 (Stops Required by Vehicles Entering Stop Intersection), Sub-section 21 (On Fourteenth (14th) Street), is amended by inserting the following new underlined language:

65.01 STOPS REQUIRED BY VEHICLES ENTERING STOP INTERSECTION.

65.01.21 Fourteenth (14th) Street

A. South bound at intersection of H Avenue

B. North bound at intersection of J Avenue

SECTION 2. SECTION MODIFIED. Chapter 65 (Stop or Yield Required), Section 65.02 (Yield Required), Sub-section 17 (On J Avenue), is amended by inserting the following new underlined language:

65.02 YIELD REQUIRED.

65.02.17 On J Avenue

A. Westbound at intersection of First (1st) Street

B. At intersection of Eleventh (11th) Street

C. At intersection of Twelfth (12th) Street

D. At intersection of Thirteenth (13th) Street

SECTION 3. SECTION MODIFIED. Chapter 69 (Parking Regulations), Section 69.08 (No Parking Zones) of the Code of Nevada, Iowa, is hereby amended by inserting the following new underlined language:

69.08 NO PARKING ZONES

41. The south side of H Avenue from Tenth (10th) Street to ~~Thirteenth (13th)~~
Fifteenth (15th) Street

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

SECTION 5. 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 6 WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Sports Bowl

Item # 8F
Date: 10-24-22

POLICE CHECK FOR CITY OF NEVADA BEER/LIQUOR LICENSE APPLICATIONS

This application will be on the Oct 24, 2022 Council Agenda

A Police Department check has been run on Doyou Bowl 2, L
d/b/a Sports Bowl (business) at 1229 12th St. (street address)
Nevada, Iowa.

The Police Department recommends X approval _____ denial of a beer or liquor license to this business.

If denied, reason:

Date: 10/11/22 Police Signature [Signature] 603



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
DOYOUNBOWL2, LC	Sports Bowl	(651) 775-1861		
ADDRESS OF PREMISES		PREMISES SUITE/APT NUMBER	CITY	COUNTY
1229 12th Street			Nevada	Story
				50201
MAILING ADDRESS	CITY	STATE	ZIP	
1229 12th Street	Nevada	Iowa	50201	

Contact Person

NAME	PHONE	EMAIL
Scott Walkner	(763) 742-4899	scott@doyoubowl.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Class C Liquor License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Oct 31, 2022	Oct 30, 2023	

SUB-PERMITS

Class C Liquor License



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Outdoor Service, Sunday Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Jessica Walkner	Nevada	Iowa	50201	Owner	51.00	Yes
Scott Walkner	Ramsey	Minnesota	55303	Owner CFO	49.00	Yes

• Companies

COMPANY NAME	FEDERAL ID	CITY	STATE	ZIP	% OF OWNERSHIP
Do You Bowl 2	88-4107454	Nevada	Iowa	50201	0.00

Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

Oct 31, 2022

POLICY EXPIRATION DATE

Oct 31, 2023

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

Update Owner

First Name

Jessica

Last Name

Walkner

* Position

Owner

SSN#

XXX-XX-7720

U.S. Citizen

Yes

Extension

Phone number

(763) 742-4899

Email

jessica@doyoubowl.com

* Date of Birth

Apr 16, 1979

* % of Ownership

51

Address Details

You must use the Address or location field below to search for your operating location. If your event does not populate, please find the closest applicable address and then modify your premises street field to better identify the address of your event.

Address or location



1229 12th Street, Nevada, Iowa,



Search by a location name or address to automatically populate the address fields below (optional)

* Home Street


* Home City

Address Details

You must use the Address or location field below to search for your operating location. If your event does not populate, please find the closest applicable address and then modify your premises street field to better identify the address of your event.

Address or location

 1229 12th Street, Nevada, Iowa, 

 Search by a location name or address to automatically populate the address fields below (optional)

* Home Street

1229 12th Street

* Home City

Nevada

Home State

Iowa

* Home Zip/Postal Code

50201

Update Owner

First Name, Last Name and Social Security Number cannot be edited via the Portal. If any of these field's values was entered in error, please submit an Amendment Application for an Ownership update. You can do this by going to the Action List and click on Edit/Update my License.

First Name

Scott

Last Name

Walkner

* Position

Owner CFO

SSN#

XXX-XX-7332

U.S Citizen

Yes

Extension

Phone number

(651) 775-1861

Email

scott@doyoubowl.com

* Date of Birth

Apr 18, 1981

* % of Ownership

49



Address Details


You must use the Address or location field below to search for your operating location. If your event does not populate, please find the closest applicable address and then modify your premises street field to better identify the address of your event.

Address Details

You must use the Address or location field below to search for your operating location. If your event does not populate, please find the closest applicable address and then modify your premises street field to better identify the address of your event.

Address or location

 6870 169th Lane Northwest, Ramsey, Minnesota, 

 Search by a location name or address to automatically populate the address fields below (optional)

* Home Street

6870 169th Lane Northwest

* Home City

Ramsey

Home State

Minnesota

* Home Zip/Postal Code

55303

Update Company Information

* Company Name

Do You Bowl 2

Company Federal ID

88-4107454

Extension

Company Phone Number

(763) 742-4899

* % of Ownership

0

Address Details

You must use the Address or location field below to search for your operating location. If your event does not populate, please find the closest applicable address and then modify your premises street field to better identify the address of your event.

Address or location

 1229 12th Street, Nevada, Iowa,

 Search by a location name or address to automatically populate the address fields below (optional)

* Home Street

1229 12th Street

* Home City

Nevada

Home State

Iowa

* Home Zip/Postal Code

50201

Criminal History

NEED HELP?

Has anyone listed on the Ownership page been charged or convicted of a felony offense in Iowa or any other state of the United States?

No

Has anyone listed on the Ownership page been convicted of any violation of any state, county, city, federal or foreign law (not including traffic violations, except those that are alcohol related)?

No

City of Nevada

Item # 89
Date: 10-24-22

Reg

Neighborhood Improvement Incentive Program 2022 – 2023 Application

Overview

Purpose:

The purpose of this grant program is to assist organizations, residents, and business owners within the City of Nevada to strengthen their neighborhood's appearance, to promote the area to visitors, and to improve the quality of life.

Eligible Applicants:

- ◆ Eligible applicants are property owners of residential or commercial property in the city limits of Nevada who are committed to improve neighborhoods, promote the area, and improve the quality of life.

Eligible Projects to be Considered for Funding:

- ◆ Projects that demolish a residential or commercial structure, including capping utilities, grading and seeding the area, and for the City to acquire property.

Options:

- A. **Maintain ownership** – demolish structure, including capping utilities, grading and seeding the area. Grants will be awarded on a minimum 50/50 cash match basis. Also, grants are set up on a reimbursement basis and payable upon completion of the project. Maximum request is \$10,000, minimum request is \$500.00.
- B. **Transfer property to City** – costs to the City cover title opinion, transfer of deed, and any other legal costs for the City to acquire the property. The property owner makes an offer of a gift of property to the City.
- ◆ Projects must be completed within the one fiscal year of which the project is approved for.
- ◆ Before and after pictures are required for funding.
- ◆ Work is done by a licensed professional who is permitted and inspected to do such work.

Grant Application Process:

- ◆ Written bid(s) for each expense must be attached to your application.
- ◆ The City Administrator and the Building and Zoning Official will make final recommendations to the City Council regarding which projects should be funded.

For More Information/Questions:

Contact the City Administrator, City Clerk or Building and Zoning Official at 515-382-5466.

Applicant Information

Organization Name: Flummerfelt Homes Project Name: Sunridge Estates
Contact Person: Matt Flummerfelt Mailing Address: 837 W Maple Ave
City, State, Zip: Nevada Daytime Phone Number: 515-382-2020
Fax: _____ E-mail: _____

Total Project Cost: \$ 55,980 Amount requesting from this grant program: \$ 27,990

Project Address: 1603 10th Street

Project Description: Removing Trailers. Lots: 5, 107, 108, 112, 209, 302, 310,

* See attached spreadsheet 511, 627, 826

Flummerfelt Manufactured Homes, Sunridge Estates

10/24/2022

Neighborhood Improvement Incentive Program (NIIP) Application

<u>Demo Date</u>	<u>Lot #</u>	<u>Cost</u>	<u>Asbestos</u>	<u>Total Cost</u>	<u>NIIP Reimb (1/2)</u>
8/19/2022	5	4500	0	4500	2250
8/19/2022	107	5000	1050	6050	3025
8/23/2022	108	5000	250	5250	2625
8/15/2022	112	5000	0	5000	2500
7/25/2022	209	4000	2630	6630	3315
6/28/2022	302	4250	320	4570	2285
8/2/2022	310	5000	2840	7840	3920
7/1/2022	511	4500	0	4500	2250
6/28/2022	627	4250	160	4410	2205
7/1/2022	826	4500	2730	7230	3615

Reimbursement Request:

27990

Keith Cooper & Sons, Inc.
909 Brookridge
Ames, IA 50010
515-232-3456
billing@cooperdigs.com

COPY
Cob

INVOICE

DATE	NO.
8/25/2022	81210

Flummerfelt Manufactured Homes
837 West Maple Ave.
Nevada, IA 50201

LOCATION AND/OR WORK DESCRIPTION	
Homeacres Trailer Park Demo	
P.O. #	TERMS
	Due upon receipt

DATE	DESCRIPTION	MACHINE	QTY	RATE	AMOUNT
8/15/2022	Demo 112		1	5,000.00	5,000.00
8/19/2022	Demo 5		1	4,500.00	4,500.00
8/19/2022	Demo 107		1	5,000.00	5,000.00
				Total	\$14,500.00

Finance charge will be applied to any invoices at a rate of 1.5% with a minimum charge of \$50.00 if payment is not received within 30 days of invoice date.

Keith Cooper & Sons, Inc.
 909 Brookridge
 Ames, IA 50010
 515-232-3456
 billing@cooperdigs.com

INVOICE

DATE	NO.
9/9/2022	81265

LOCATION AND/OR WORK DESCRIPTION	
Homeacres Trailer Park Demo	
P.O. #	TERMS
	Due upon receipt

Flummerfelt Manufactured Homes
 837 West Maple Ave.
 Nevada, IA 50201

DATE	DESCRIPTION	MACHINE	QTY	RATE	AMOUNT
8/23/2022	Demo 108		1	5,000.00	5,000.00
8/23/2022	Demo mobile home described as "the one at the end of the first entrance in the field" Please contact the office at 515-232-3456 with a number of this demo if on quote-ask for Mary		1	5,000.00	5,000.00
<p>THIS #311</p> <p>MAX</p> <p>NEW</p>					5,000
<p>Finance charge will be applied to any invoices at a rate of 1.5% with a minimum charge of \$50.00 if payment is not received within 30 days of invoice date.</p>					<p>Total \$10,000.00</p>

Keith Cooper & Sons, Inc.
909 Brookridge
Ames, IA 50010
515-232-3456
billing@cooperdigs.com

INVOICE

DATE	NO.
7/6/2022	80938

Flummerfelt Manufactured Homes
837 West Maple Ave.
Nevada, IA 50201

LOCATION AND/OR WORK DESCRIPTION	
Homeacres Trailer Park Demo	
P.O. #	TERMS
	Due on receipt

DATE	DESCRIPTION	MACHINE	QTY	U/M	RATE	AMOUNT
7/1/2022	Demo 826 and 511		1		9,000.00	9,000.00
Total						\$9,000.00

Keith Cooper & Sons, Inc.
909 Brookridge
Ames, IA 50010
515-232-3456
billing@cooperdigs.com

INVOICE

DATE	NO.
8/5/2022	81135

Flummerfelt Manufactured Homes
837 West Maple Ave.
Nevada, IA 50201

LOCATION AND/OR WORK DESCRIPTION	
Homeacres Trailer Park Demo	
P.O. #	TERMS
	Due on receipt

DATE	DESCRIPTION	MACHINE	QTY	RATE	AMOUNT
7/25/2022	Demo 209 ✓		1	4,000.00	4,000.00
7/27/2022	Demo 206		1	5,500.00	5,500.00
7/28/2022	Demo 205		1	5,500.00	5,500.00
				Total	\$15,000.00
Finance charge will be applied to any late invoices at a rate of 1.5% per month with a minimum charge of \$50.00					

Keith Cooper & Sons, Inc.
909 Brookridge
Ames, IA 50010
515-232-3456
billing@cooperdigs.com

INVOICE

DATE	NO.
6/28/2022	80897

Flummerfelt Manufactured Homes
837 West Maple Ave.
Nevada, IA 50201

LOCATION AND/OR WORK DESCRIPTION	
Homeacres Trailer Park Demo	
P.O. #	TERMS
	Due on receipt

DATE	DESCRIPTION	MACHINE	QTY	U/M	RATE	AMOUNT
6/28/2022	Demo 302 and 627 ✓		1		8,500.00	8,500.00
Total						\$8,500.00

INVOICE

Keith Cooper & Sons, Inc.
909 Brookridge
Ames, IA 50010
515-232-3456
billing@cooperdigs.com

DATE	NO.
8/11/2022	81168

Flummerfelt Manufactured Homes
837 West Maple Ave.
Nevada, IA 50201

LOCATION AND/OR WORK DESCRIPTION	
Homeacres Trailer Park Demo	
P.O. #	TERMS
	Net 30

DATE	DESCRIPTION	MACHINE	QTY	RATE	AMOUNT
8/2/2022	Demo 310 ✓		1	5,000.00	5,000.00
8/3/2022	Demo 203		1	4,500.00	4,500.00
Finance charge will be applied to any late invoices at a rate of 1.5% per month with a minimum charge of \$50.00				Total	\$9,500.00

Environmental Property Solutions, Inc.
 10582 Justin Drive
 Urbandale, IA 50322

Invoice

Date	Invoice #
7/7/2022	22089

Bill To
Flummerfelt Homes Jeff Clendenen 837 West Maple Avenue Nevada, IA 50201

Quantity	Description	Rate	Terms
			Due on receipt
			Amount
8	Asbestos sampling Project location: 1603 10th Street, #209, Nevada, IA Asbestos removal as per bid Project location: 1603 10th Street, #209, Nevada, IA	10.00 2,550.00	80.00 2,550.00
17	Asbestos sampling Project location: 1603 10th Street, #211, Nevada, IA Asbestos removal as per bid Project location: 1603 10th Street, #211, Nevada, IA	10.00 100.00	170.00 100.00
18	Asbestos sampling Project location: 1603 10th Street, #826, Nevada, IA Asbestos removal as per bid Project location: 1603 10th Street, #826, Nevada, IA	10.00 2,550.00	180.00 2,550.00
32	Asbestos sampling Project location: 1603 10th Street, #302, Nevada, IA	10.00	320.00
29	Asbestos sampling Project location: 1603 10th Street, #310, Nevada, IA Asbestos removal as per bid Project location: 1603 10th Street, #310, Nevada, IA	10.00 2,550.00	290.00 2,550.00
Thank you for your business.		Total	\$8,790.00

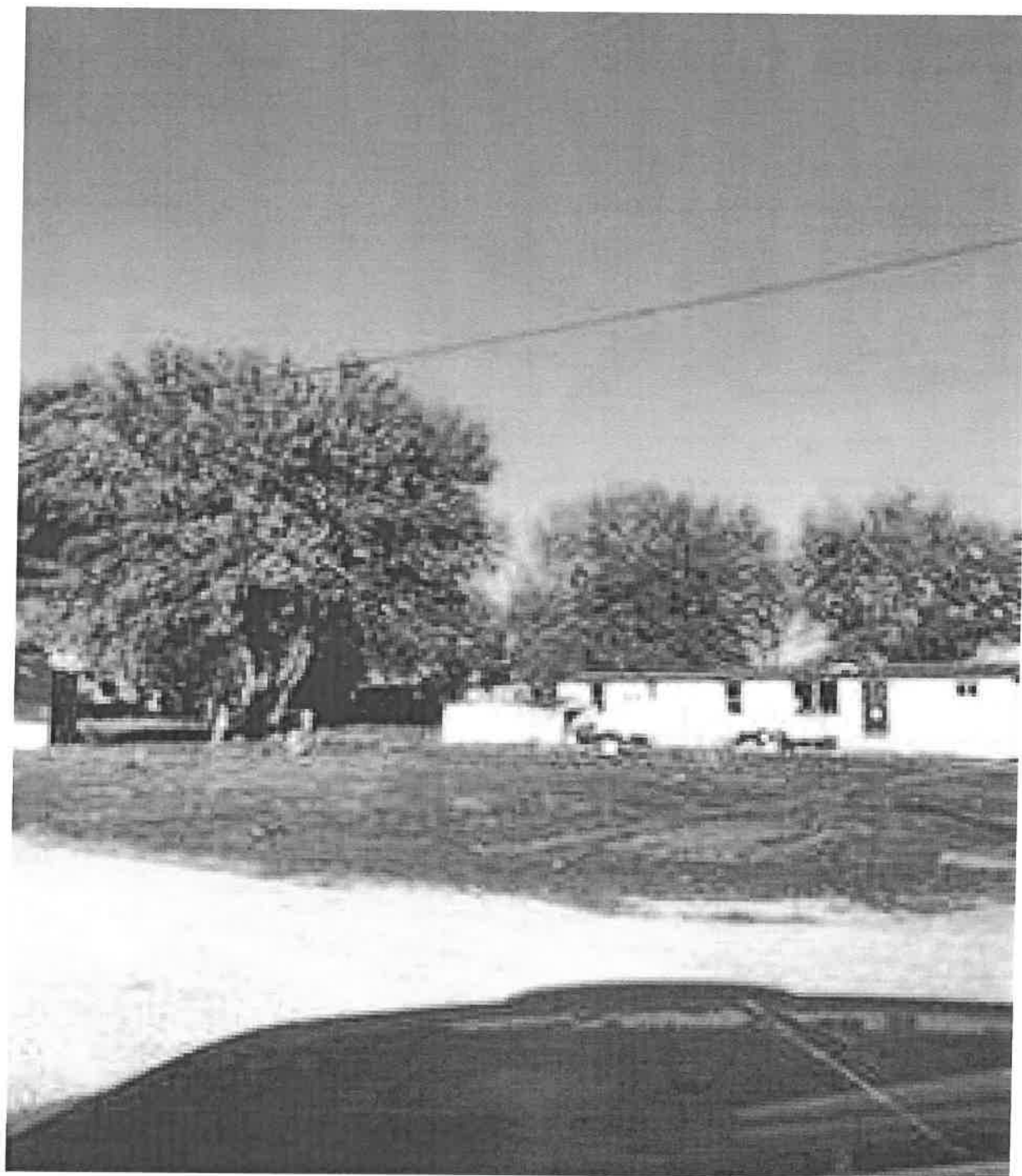
Environmental Property Solutions, Inc.
10582 Justin Drive
Urbandale, IA 50322

Invoice

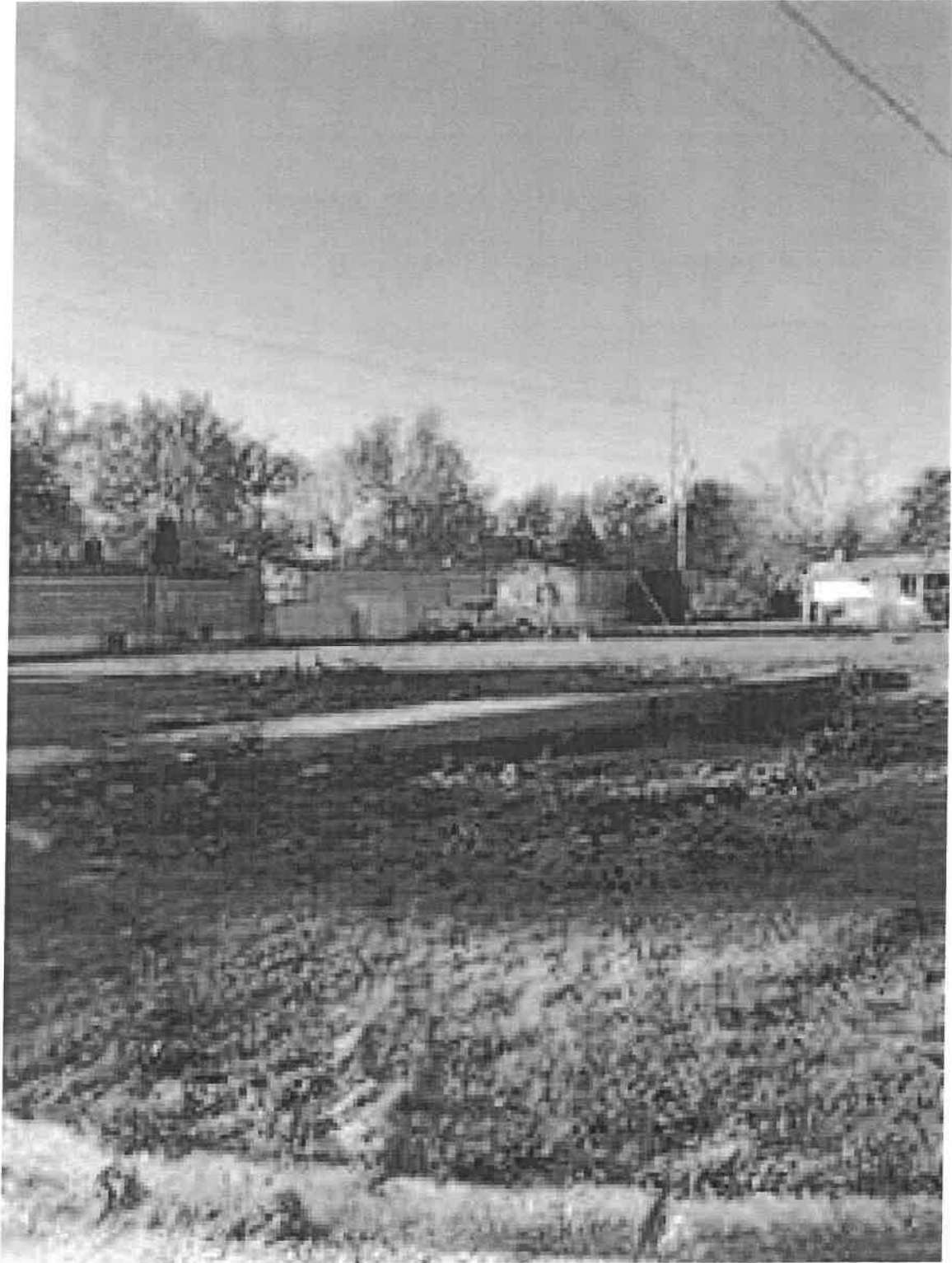
Date	Invoice #
8/12/2022	22110

Bill To
Flummerfelt Homes Jeff Clendenen 837 West Maple Avenue Nevada, IA 50201

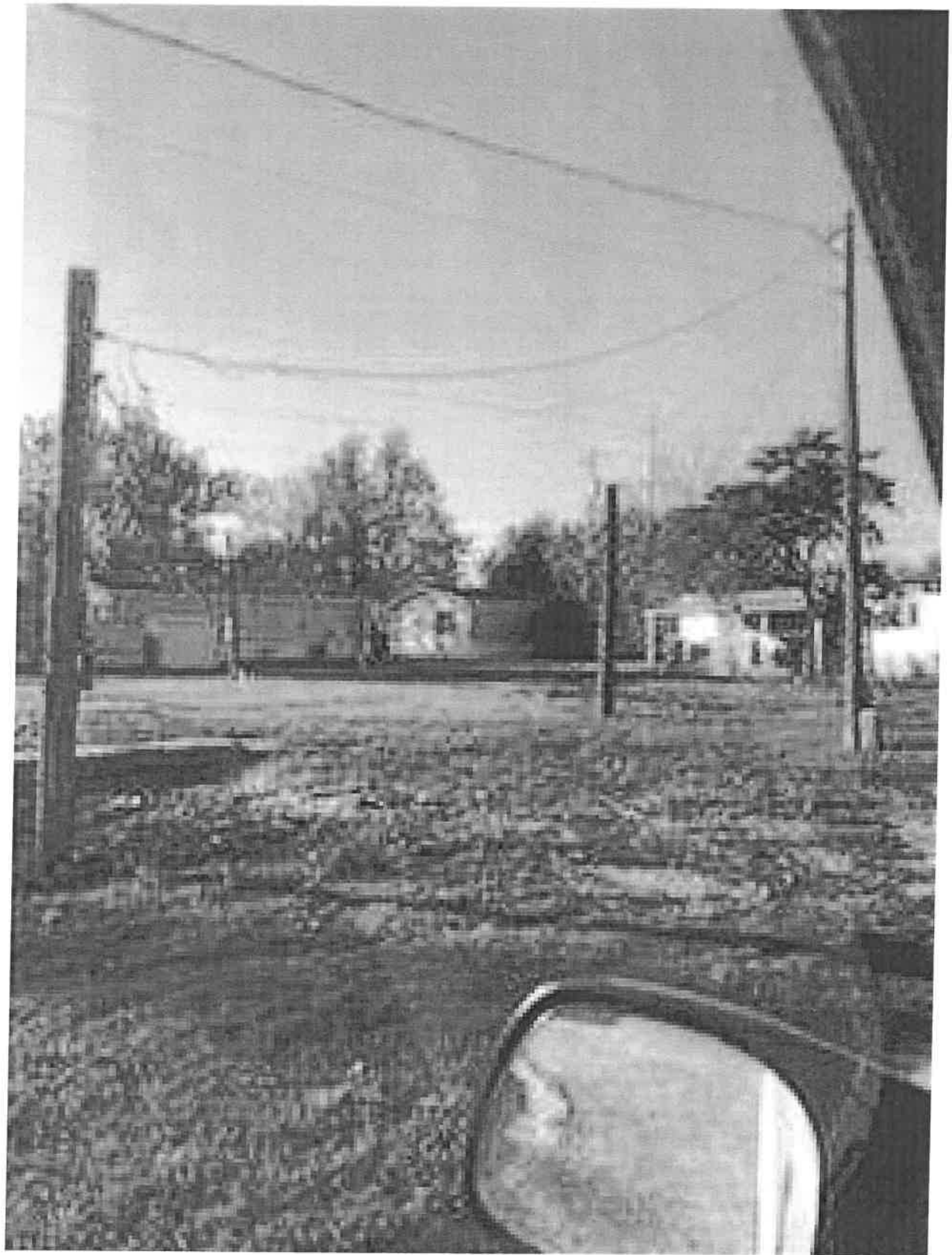
			Terms
			Due on receipt
Quantity	Description	Rate	Amount
25	Asbestos sampling Project location: 1603 10th Street, #107, Nevada, IA	10.00	250.00
	Asbestos removal as per bid Project location: 1603 10th Street, #107, Nevada, IA	800.00	800.00
19	Asbestos sampling Project location: 1603 10th Street, #203, Nevada, IA	10.00	190.00
16	Asbestos sampling Project location: 1603 10th Street, #627, Nevada, IA	10.00	160.00
25	Asbestos sampling Project location: 1603 10th Street, #108, Nevada, IA	10.00	250.00
Thank you for your business.		Total	\$18,420.00



Lot #5



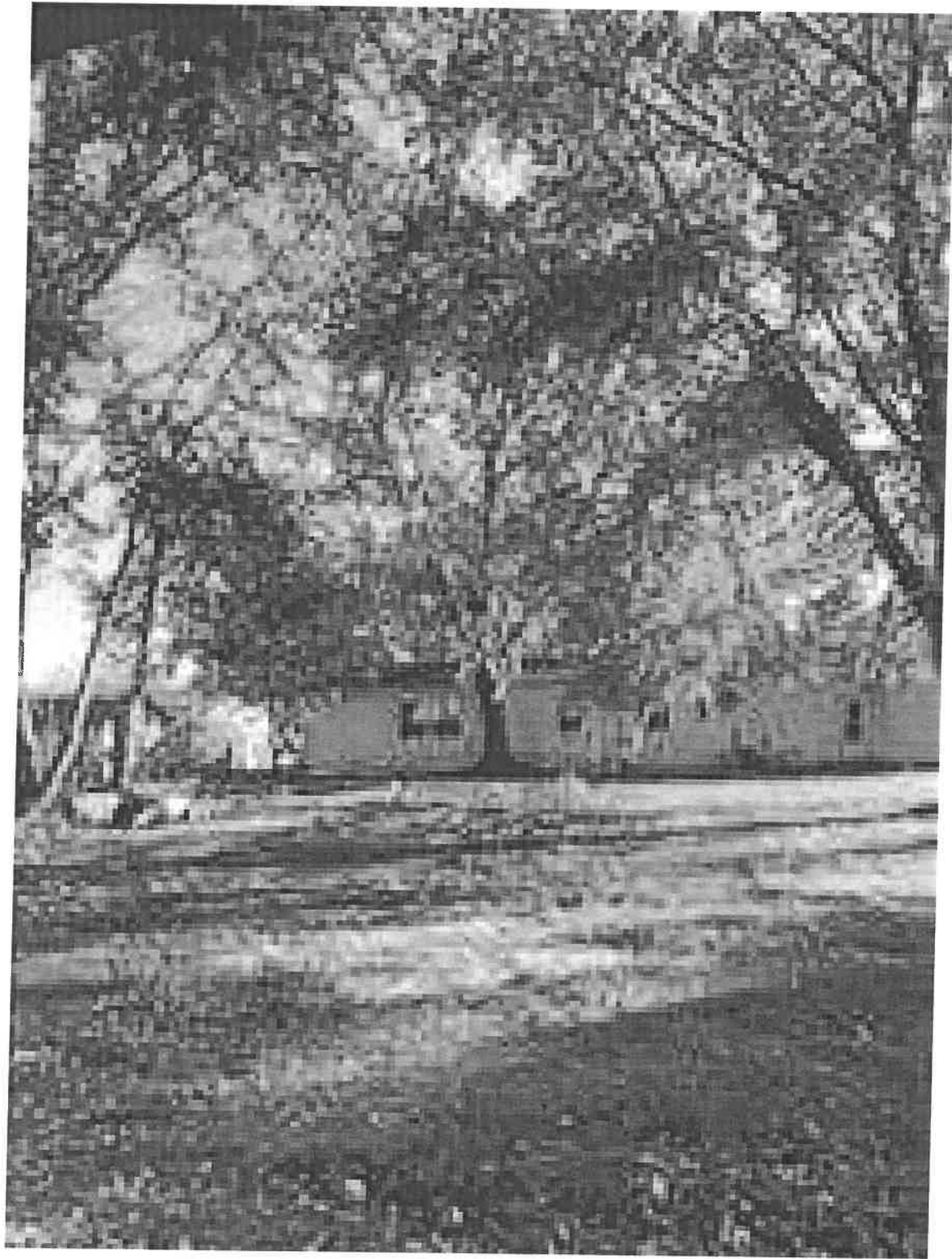
Lot #107



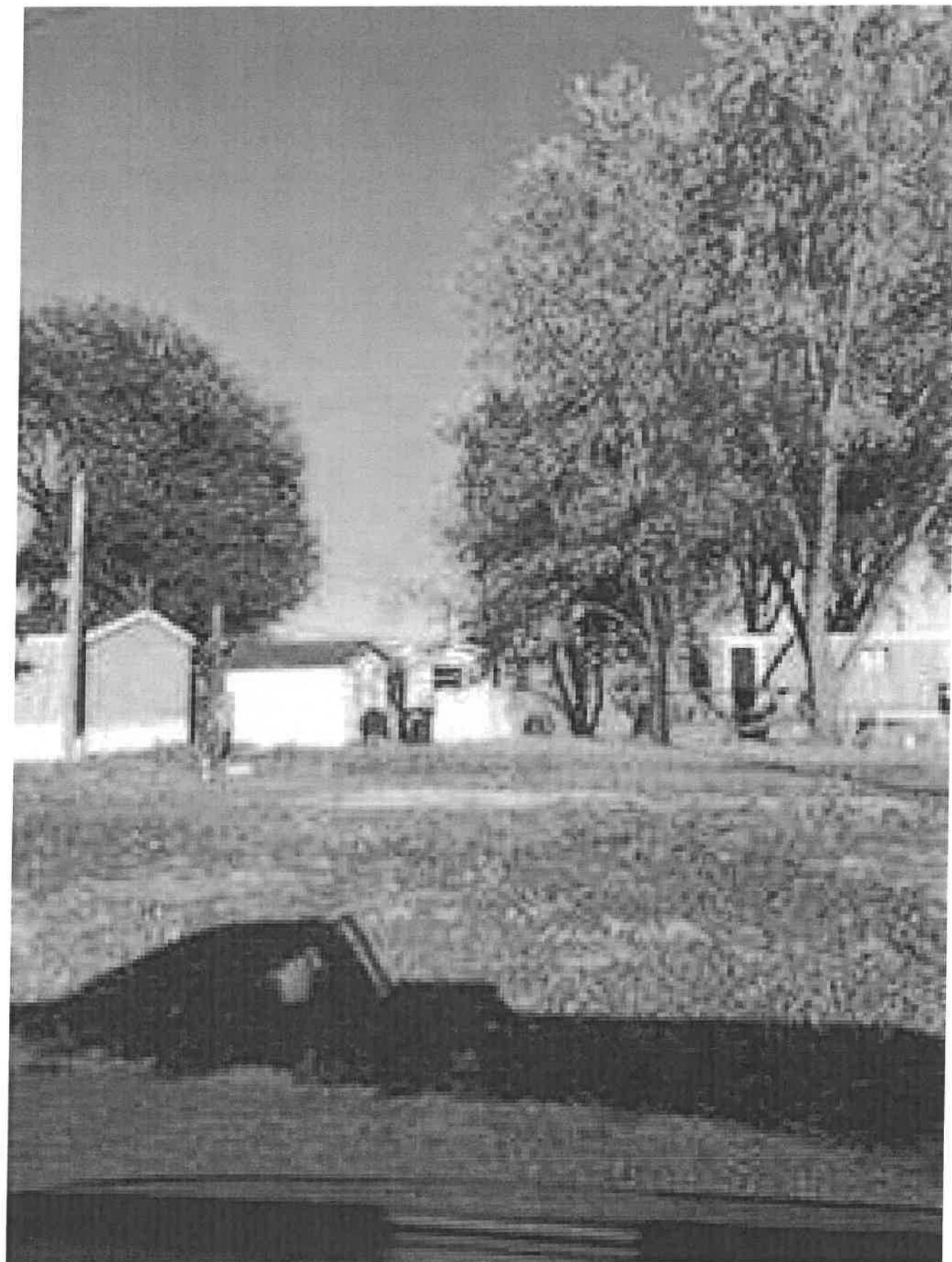
Lot # 108



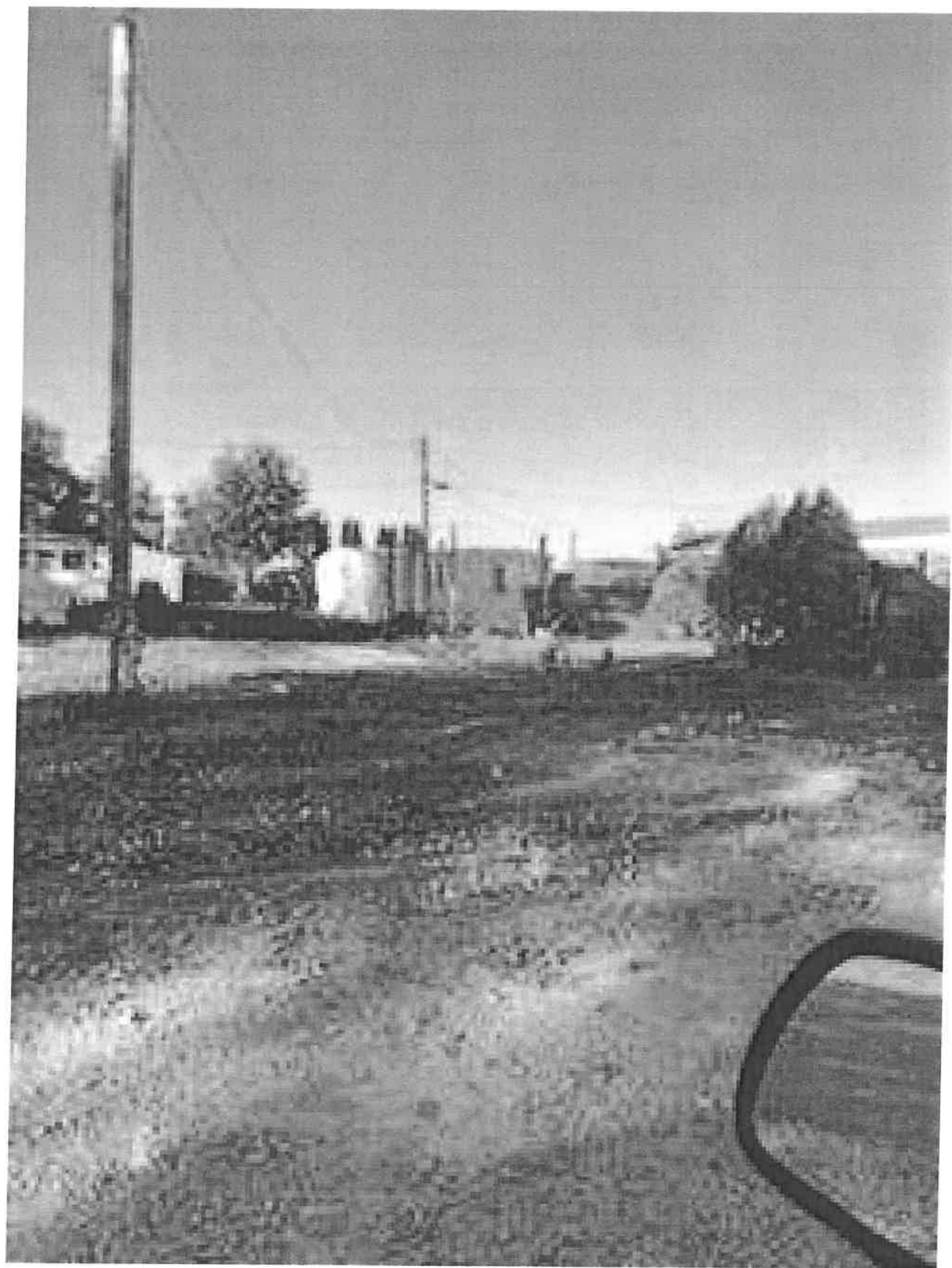
Lot # 112



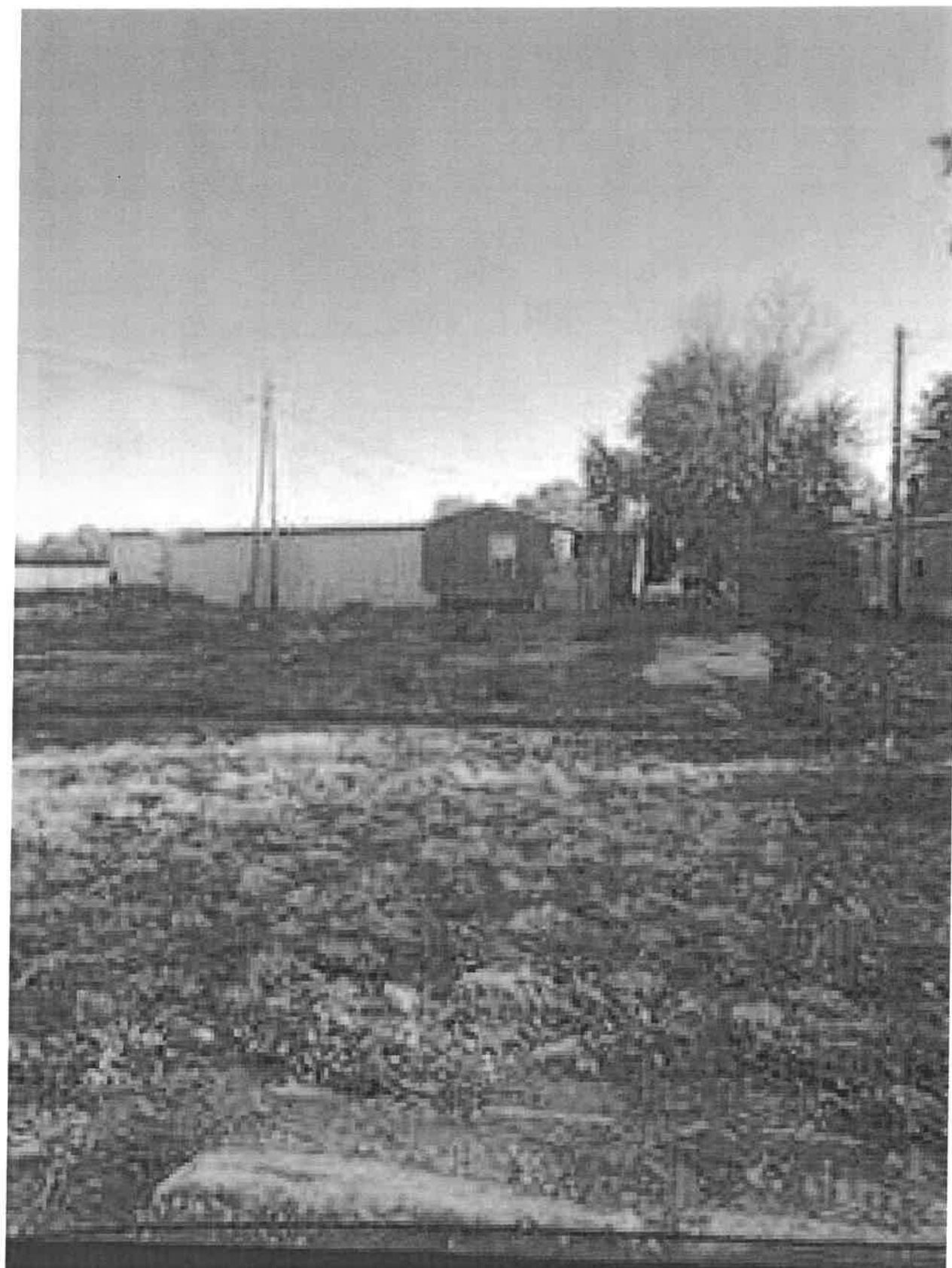
Lot # 209



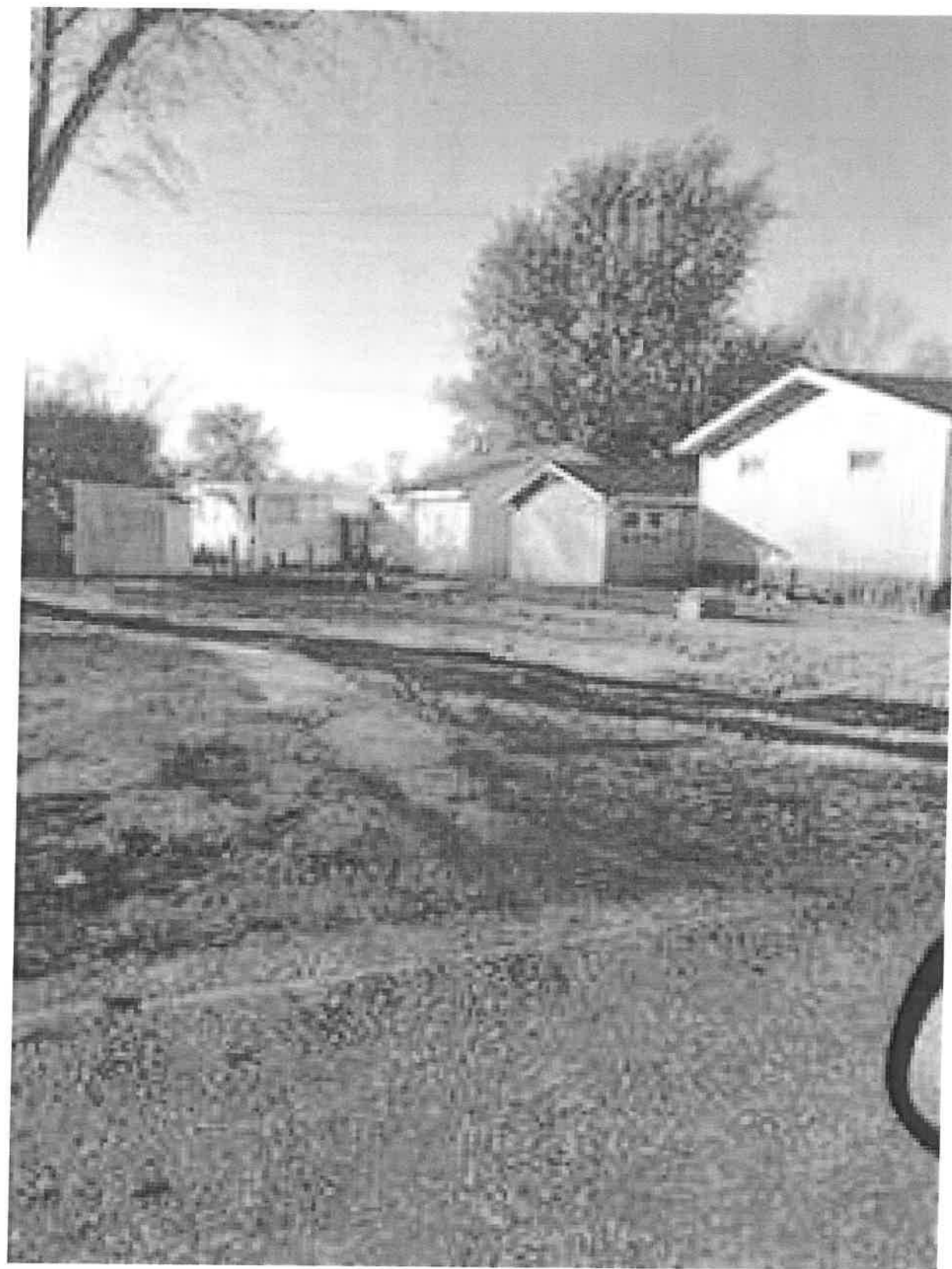
Lot # 302



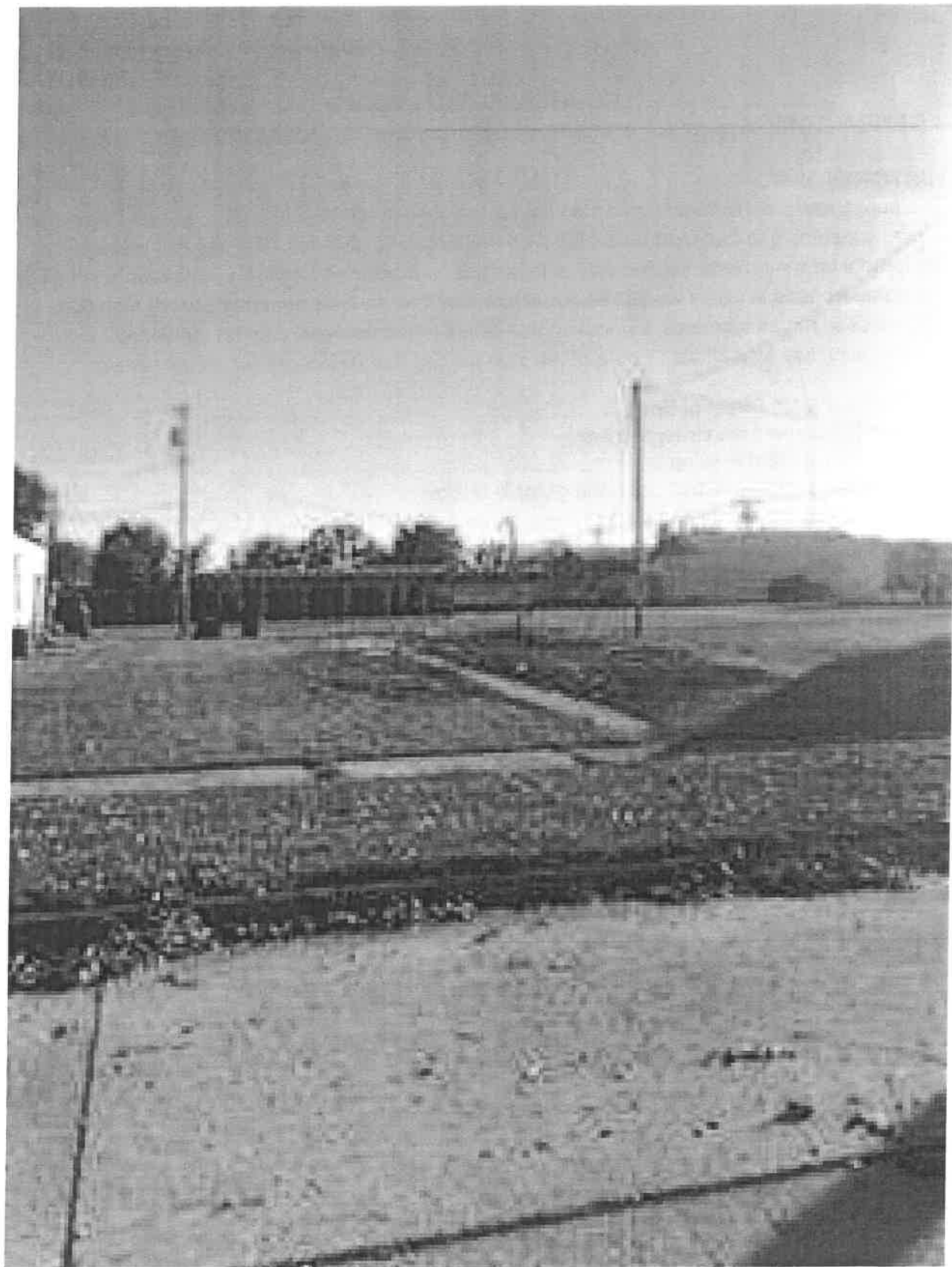
Lot # 3/0



Lot # 511



Lot 627



Lot # 826

DATE: 10/24/22

COUNCIL ACTION FORM

AGENDA ITEM: Approve Purchase of Skid Loader for Public Works

HISTORY:

The public works department has a skid loader that was purchased in 2006. It is very slow and is time consuming to transport by driving it on the streets to job sites. We use this piece of equipment on a regular basis and staff is looking for a machine that will be more efficient in all of the areas its used in. Staff would like a machine that has variable speed (2 speed) high flow hydraulics to run attachments, something that offers better operator comfort, additional attachments, has high lift etc. Some of the jobs we use the skid loader for are as follows:

- Clear Main Street of Snow
- Clear snow from street corners
- Dirt work and leveling
- Picking up tree debris using the grapple bucket
- Loading the patching machine
- Pallet forks

Additional attachments, if added, would help immensely in repair and general maintenance for Public Works.

There are three options listed below, including a trade-in allowance with each quote:

	Selling Price	Trade Allowance	Total Cost
Van-Wall Equipment, Inc.	\$61,396.40	\$15,500.00	\$45,896.40
Ziegler CAT	\$60,155.00	\$18,000.00	\$42,155.00
Vetter Equipment	\$70,000.00	\$14,500.00	\$55,500.00

Please note that all street personnel made the decision to recommend the purchase of the John Deere skid loader due to the accessibility of servicing the machine, the cab space/comfort, and supporting local business.

OPTIONS:

1. Accept the quote from Van-Wall Equipment, Inc. for the purchase of John Deere 324G skid loader in the amount of \$45,896.40
2. Reject all quotes and resend new RFP's.
3. Reject all bids and do nothing at this time.

STAFF'S RECOMMENDED ACTION:

Staff recommends approving Option 1: Accept the quote from Van-Wall Equipment, Inc. for the purchase of John Deere 324G skid loader in the amount of \$45,896.40

Therefore, it is the recommendation of the City Administrator that Council approve Option 1.



JOHN DEERE

Quote Summary

Prepared For:

CITY OF NEVADA
1209 6TH ST
NEVADA, IA 50201
Business: 515-382-5466

Prepared By:

Cory Sievers
Van-Wall Equipment, Inc.
1468 West A Avenue
Nevada, IA 50201
Phone: 515-382-2222
cory.sievers@vanwall.com

Quote Id: 27226292
Created On: 10 August 2022
Last Modified On: 04 October 2022
Expiration Date: 30 September 2022

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 324G SKID STEER	\$ 87,098.55	\$ 60,096.40 X	1 =	\$ 60,096.40
Extended Warranty		\$ 1,300.00 X	1 =	\$ 1,300.00
Extended Warranty, 324G, Comprehensive, 2000 Total Hours or 60 Total Months, \$200 Deductible				
Sub Total				\$ 61,396.40

Equipment Total **\$ 61,396.40**

Trade In Summary	Qty	Each	Extended
2006 JOHN DEERE 320 - T00320A126032	1	\$ 15,500.00	\$ 15,500.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 15,500.00
Trade In Total			\$ 15,500.00

Quote Summary

Equipment Total	\$ 61,396.40
Trade In	\$ (15,500.00)
SubTotal	\$ 45,896.40
Est. Service Agreement Tax	\$ 0.00
Total	\$ 45,896.40
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 45,896.40

Salesperson : X _____

Accepted By : X _____

P.157

Confidential

**JOHN DEERE**

Trade In

Quote Id: 27226292

Customer: CITY OF NEVADA

2006 JOHN DEERE 320	
SN# T00320A126032	
Machine Details	
Description	Net Trade Value
2006 JOHN DEERE 320	\$ 15,500.00
SN# T00320A126032	
Your Trade In Description	
Additional Options	
Hour Meter Reading	1104
Total	\$ 15,500.00

Original Factory Build Codes

Code	Description
2310	TIRES 12X16.5 XTRA-WALL
5000	STANDARD FOOT CONTROLS
8225	CHROME EXHAUST
4000	2" SEAT BELT W/O SHLDR STRAP
8065	OPERATOR CONVENIENCE PACKAGE
3004	HYDCIR STD QUIK-TACH
8050	BLOCK HEATER KIT
9210	72" TOOTH BUCKET
8040	BACKUP ALARM
8170	SOUND PACKAGE
8130	REAR WEIGHT BRACKETS KIT
9032	66" CONST BKT W/EDGE

Warranty Coverage

Warranty Type	Coverage Term	Expiration Date	Days Remaining
BASIC WARRANTY	BASIC 12M	20-Mar-2008	0
EMISSIONS WARRANTY	EMISSION 60M/3000H	20-Mar-2012	0



Extended Warranty Proposal

PowerGard™ Protection Plan

COMPACT CONSTRUCTION EQUIPMENT

Date : October 4, 2022

Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Plan Type:	Extended Warranty	Deductible:	\$ 200
Equipment Type	COMPACT CONSTRUCTION EQUIPMENT	Coverage:	Comprehensive	Quoted Price	\$ 1,300.00
Model	324G	Total Months:	60		
Country	US	Total Hours:	2000	Date Quoted	August 10, 2022
MFWD/Tracks	N				

Scraper Use

THIS PROPOSAL IS VALID FOR 30-DAYS FROM DATE ISSUED. GRACE pricing is offered only early during the Deere basic warranty period and has no surcharges. After this period, DELAYED PURCHASE pricing (surcharged) is offered later during the John Deere Basic Warranty. Many PowerGard quotes presented in the Delayed Purchase Period will require inspection/certification process and must also pass fluid testing. The Total Months and Total Hours listed above include the John Deere Basic Warranty terms (24 months / 2000 hours on Tractors, 24 months on Golf & Turf Products, 12 months for all AG Harvesting and Sprayer equipment, and 12 months/1000 hours on most Gator Utility Vehicles). "Limited" Plan coverage = Engine & Powertrain only. "Comprehensive" Plan coverage = Full Machine.

PowerGard Protection Proposal Prepared for: *I have been offered this extended warranty and*

Customer Name - Please Print

☒ I ACCEPT the PowerGard Protection

☐ I DECLINE the PowerGard Protection

Customer Signature

If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is not a contract. For specific PowerGard Protection coverage terms and conditions, please refer to the actual PowerGard Protection Plan contract for more information and the terms, conditions and limitations of the agreement.

What PowerGard Protection is :

The PowerGard Protection Plan is an **extended warranty** program for reimbursement on parts and labour for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Commercial and Agricultural equipment, who purchase the PowerGard Plans for the desired coverage as indicated in this proposal.

What PowerGard Protection is not :

PowerGard Protection is not insurance. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income or loss of value of crops during or after an equipment failure. See the actual product-specific PowerGard Protection Plan agreement for a complete listing of covered components, and limitations and conditions under the program.



Features/Benefits:

PowerGard protection include the following features and benefits under the program :

- Pays for parts and labour costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.
- PowerGard Protection agreements ensure that only Genuine John Deere Parts are used in all repairs,
- PowerGard coverage is fully transferable to future owners, with no transfer fees when coverage remains,
- PowerGard ensures higher resale value and makes equipment more marketable during the sale or trade-in,
- PowerGard allows you to budget your total cost of ownership, with financing available through John Deere Credit or other sources,
- PowerGard helps prevent large,unexpected repair bills during later years of equipment ownership,in exchange for a smaller protection fee up front.



196271-01

Sep 19, 2022

CITY OF NEVADA
PO BOX 530
NEVADA, IA 50201-0530

Attn: Joe

Travis McDowell
Territory Manager
515-238-0640

Caterpillar Model: 262D3 Skid Steer Loader

Standard Equipment

POWERTRAIN

Cat C3.3B diesel engine

-Gross horsepower per SAE J1349

74.3 hp (55.4 kW) @ 2400 RPM

-Electric fuel priming pump

-Glow plugs starting aid

-Liquid cooled, direct injection

Air cleaner, dual element, radial seal

S-O-S sampling valve, hydraulic oil

Filter, cartridge type, hydraulic

HYDRAULICS

ISO or H pattern controls:

Electro/hydraulic implement control

ELECTRICAL

12 volt electrical system

80 ampere alternator

Ignition key start/stop/aux switch

Lights:

-Gauge backlighting

Filters, canister type, fuel

and water separator

Radiator / hydraulic oil

cooler (side-by-side)

Spring applied, hydraulically released,

parking brakes

Hydrostatic transmission

Four wheel chain drive

Electro/hydraulic hydrostatic

transmission control

-Two rear tail lights

-Dome light

Backup alarm

Electrical outlet, beacon

leaves seat or armrest raised:

-Hydraulic system disables

-Hydrostatic transmission disables

-Parking brake engages

ROPS cab, open, tilt up

Anti-theft security system w/6-button

keypad

FOPS, level I

Top and rear windows

Floormat

Interior rear view mirror

USB charging port

Horn

Hand (dial) throttle, electronic

OPERATOR ENVIRONMENT

Operator warning system indicators:

-Air filter restriction

-Alternator output

-Armrest raised/operator out of seat

-Engine coolant temperature

-Engine oil pressure

-Glow plug activation

-Hydraulic filter restriction

-Hydraulic oil temperature

-Park brake engages

-Engine emission system

Gauges: fuel level and hour meter

Storage compartment with netting

Ergonomic contoured armrest

Control interlock system, when operator

FRAMES

Lift linkage, vertical path
Chassis, one piece welded
Machine tie down points (6)

OTHER STANDARD EQUIPMENT

Engine enclosure - lockable
Extended life antifreeze (-37C, -34F)
Work tool coupler
Hydraulic oil level sight gauge
Radiator coolant level sight gauge
Radiator expansion bottle
Cat ToughGuard TM hose

Belly pan cleanout
Support, lift arm
Rear bumper, welded

Heavy duty flat faced quick disconnects
with integrated pressure release
Split D-ring to route work tool hoses
along side of left lift arm
Variable speed hydraulic cooling fan
Per SAE J818-2007 and EN 474-3:2006 and
ISO 14397-1:2007

MACHINE SPECIFICATIONS

DESCRIPTION

262D3 SKID STEER LOADER
REAR LIGHTS
SEAT BELT, 2"
TIRES, 12/16.5 CAT 10PR
CERTIFICATION ARR, P65
INSTRUCTIONS, ANSI, USA
SERIALIZED TECHNICAL MEDIA KIT
HEATER, ENGINE COOLANT, 120V
PACK, DOMESTIC TRUCK
COUNTERWEIGHT, MACHINE, EXTERNAL
CAB PACKAGE, PRO PLUS
PRODUCT LINK, CELLULAR PL641
SHIPPING/STORAGE PROTECTION
BUCKET-GP, 74", BOCE

SELL PRICE	\$60,155.00
LESS GROSS TRADE ALLOWANCE	(\$18,000.00)
NET BALANCE DUE	\$42,155.00
BALANCE	\$42,155.00

TRADE-INS

Model	Make	Serial Number	Year	Trade Allowance
320	John Deere (AO)	126032	2015	\$18,000.00

WARRANTY

Standard Warranty: Standard manufacturers warranty
Extended Warranty: 2 YEAR / 2,000 HOUR PREMIER WARRANTY



SALESMAN: **Karlie Maxwell**
 Cell Phone 515-520-2440
 23941 590th Ave
 Nevada, IA, 50201
 515-382-5496

CUSTOMER: **CITY OF NEVADA**
 ADDRESS: **1410 8TH ST**
NEVADA, IA 50201
 CITY
 PHONE#:
 Cell#
 COUNTY:
 E-MAIL:

DATE **9/7/2022**
 Quote Good Through: End of this month

DESCRIPTION	Vetter Stock#	Serial Number (or VIN)	LIST PRICE
2023 CASE SV280 SKID STEER	PRE SELL	PRE SELL	\$99,468.00

Unit Description	Total List Price	\$99,468.00
------------------	------------------	-------------

TRADE IN YR	MAKE	MODEL/ DESCRIPTION	HRS/Acres	HP / Size	Serial Number
2006	JOHN DEERE	320	1105		T00320A126032

TOTAL TRADE ALLOWANCE: \$14,500.00

Memo:	SALES QUOTATION
Financing (Estimate only, must be officially quoted from Financing Companies for exact \$)	TOTAL SALES PRICE \$70,000.00
	LESS TOTAL TRADE ALLOWANCE -\$14,500.00
	TOTAL TRADE DIFFERENCE \$55,500.00
	Amount Owed on Trade
	Freight for Pickup / Delivery, PPP Ext. Warranty
	Filing Fees, Etc.
	SALES TAX (IF APPLICABLE)
	Down Payment (Cash/Check)
	TOTAL AMOUNT DUE (FINANCED) \$55,500.00

Finance quotes may have Sales Price adjusted for Cash In Lieu Program \$\$\$

ALL EQUIPMENT IS SOLD "AS IS,WHERE IS", WITH NO REPRESENTATIONS OR WARRANTIES, UNLESS SPECIFIED IN WRITING BELOW:



SALESMAN: Karlie Maxwell
Cell Phone 515-520-2440

23941 590th Ave
Nevada, IA, 50201
515-382-5496

CUSTOMER: CITY OF NEVADA
ADDRESS: 1410 8TH ST
CITY: NEVADA, IA 50201
PHONE#:
Cell#
COUNTY:
E-MAIL:

DATE 9/7/2022
Quote Good Through: End of this month

Model SV280B T4 FINAL
Contract
Serial Number

Case IH Invoice Number

Features	Code	Description	List Price
	550711218	550711218-SV280B-RG-NA-SL75	
BRAND	CASE	CASE	Base Machine Price
MODEL	SV280BR	SV280B-RG	\$74,767.00
REGION	CE-NA	CE-NA	Options Selected
			\$20,406.00
			Attachments
			\$4,295.00
			Total List Price
			\$99,468.00

Base Price \$74,767.00
Options

	ORDER TYPE	XK9900X	STANDARD ORDER	
PACKAGES	SELF LEVEL CONTROLS	761323	SELF LEVEL-E-H	
	G4G PKGS-CAS-CTL/SSL	761512	EH2 GOLD CAB2	(\$5,000.00)
OPERATOR MANUALS	LANGUAGE OPTIONS	761328	ENGLISH	
TIRES	TIRE OPTIONS	8503607	12X16.5 NON-PNEUMATIC (70 OTW)	-\$6,816.00
FRONT ATTACHMENTS	BUCKETS	761256	84" HD EXT. W/ SMARTFIT TEETH	\$3,563.00
	BOLT ON CUTTING EDGE	XK6399X	NO BOLT ON CUTTING EDGE	
ADDITIONAL EQUIPMENT SSL	SPECIAL FEATURES	XV9115X	NO SPEC FEATURE	
	TRANSPORT PROTECTION	464957	TRANSPORT PROTECTION	
MOVE TO BIC	OFF-SITE SERVICE	XK6440X	NO OFFSITE SERVICE ARRANGEMENT	
TELEMATICS	TELEMATICS-CNTRL	761316	CASE TELEMATICS - EH	\$920.00
INVISIBLE CHAPTER	BASE CONTROL DISPLAY	761300	BASE-E-H	
	BLOCK HEATER	761326	BLOCK HEATER	
	CAB ENVIRONMENT	761314	HVAC CAB	
	CAB SEAT	761062	AIR RIDE SUSPENSION SEAT	\$647.00
	CAB SIDE WINDOWS	725690	CAB SIDE WINDOWS	
	COMPLETE CAB	761311	E-H CAB LCD DISPLAY	\$8,618.00
	CONTROLS LEVEL	761031	2 SPEED E-H CONTROLS	\$2,333.00
	COUPLER	761325	HYDRAULIC COUPLER	\$1,171.00
	DRIVE CONTROL TYPE	761042	E-H CONTROLS	
	EXTERIOR LIGHTS	463739	STEEL LIGHTS	
	FRONT DOOR	761156	GLASS FRONT DOOR	
	HYD RIDE CONTROL	761165	RIDE CONTROL	
	HYDRAULIC AUX	761068	STANDARD FLOW AUXILIARY C.U.P.	
	LAP BAR-NH	XK5104X	NO LAP BAR NEW HOLLA	
	MAT	761173	FLOOR MAT E-H CONTROLS	
	MULTI-FUNCTION ELECTRICAL CTRL	761334	MULTIFUNC NO RD LGTS	
	NEW HOLLAND CTL/SSL PACKAGES	XT9999X	NO PACKAGE	
	OPTION PACKAGES	761035	PERFORMANCE W/Front Electric	\$1,338.00
	PALLET FORK	XK6410X	NO PALLET FORK FRAME W/TINES	
	PRE-DELIVERY INSPECTION	X47110X	NO PRE-DELIVERY INSPECTION	
	REAR DOOR	761205	HEAVY DUTY REAR DOOR	
	REGION SPECIFIC	X30038X	NO REGION SPECIFIC	
	SPARE TIRES	XK6495X	NO SPARE TIRES	
	SPECIAL PAINT	X50103X	NO SPECIAL PAINT	

P. 164



SALESMAN: Karlie Maxwell
Cell Phone 515-520-2440

23941 590th Ave
Nevada, IA, 50201
515-382-5496

CUSTOMER: CITY OF NEVADA
ADDRESS: 1410 8TH ST
CITY: NEVADA, IA 50201
PHONE#:
Cell#
COUNTY:
E-MAIL:

DATE 9/7/2022
Quote Good Through: End of this month

SPILL GUARDS
TELEMATIC SUBSCRIPTI

XK5400X NO SPILL GUARD
761193 1 YR ADV SUBSCRIPTIO

Attachments

1 x 736020136 - road light kit \$ 2,428
1 x 736022106 - self level \$ 1,867

Date: October 24, 2022

COUNCIL ACTION FORM

Agenda Item: Consideration of Indoor Playground Equipment Purchase for Field House

History:

One of the most identified areas of need for the Nevada Field House during facility research was year-round indoor play space. Due to the high interest in providing this identifiable space, our architect developed a 2,500 square foot area specifically for indoor play equipment and seating/gathering area. The equipment for the indoor play area was taken on as an owner purchase component and our department has been working on the development of this space for well over a year. Finding companies that do indoor space and had what we were looking for was difficult. We researched several companies to help with design and development of the space, including Outdoor Recreation Specialists, Cunningham Recreation Products (Game Time), Soft Play, and Go Play. After contacting these and other companies, we found they could not provide/custom design that would work in our unique space. Through additional research, we were able to connect with Commercial Recreation Specialists (CRS). They have provided the expertise and had established contacts who specifically create indoor play structures. After researching many different options, including several meetings with CRS, I-Play Co and Themed Concepts were able to develop the space as we visioned indoor play space is accessible, along with being an interactive and safe space for ages 2-12.

As was highlighted in the facility development study and community summit, having an indoor play space incorporated into the Field House would be an asset to children and families of our community. The development study along with research by the National Parks and Recreation Association (NRPA), it is proven that these will be the positive outcomes of this indoor play space:

- Provide a safe and inclusive environment for children to play.
- Give kids the opportunity to explore their creativity.
- New skill development.
- Teaches young children about sharing and working together.
- Social skill development.
- Interacting with others and playing games helps develop physical, emotional, social and intellectual stimuli for children.
- Physical exercise.
- Hands on learning.
- Parents and children spend quality time together.
- Indoor playgrounds provide opportunities for diversity and inclusion for a wide range of ages and abilities.
- Motor Skill Development
- Cognitive thinking.
- Provides a weather and climate controlled place to play with the ever changing seasons.

Playground Design

The idea behind design of the playground was to “bring the outdoors in”. As a focal point of the Field House this space was designed with a club house feel, along with the addition of a rock and tree stump for climbing and crawling. We have maximized the space and the design meets all indoor playground specifications regarding fall zones, etc. We incorporated several themed colors throughout the Field House to ensure the space is visually appealing in a fun and innovative way. Please see the attached schematics of the proposed plans.

Quote and Pricing

After further review and consideration by RMH and the Park Board, the recommendation went to the Park Board on Wednesday, September 21 for their consideration of making a recommendation to City Council to accept the quote from Commercial Recreation Specialists in the amount of \$126,442.00. A 50% down payment is due upon acceptance of the quote. 50% remaining is due upon substantial completion. This quote includes all equipment, installation, and shipping. The flooring is part of the general contract.

Pricing for all the equipment in the proposed plans is valid through October 31. After October 31, pricing will increase.

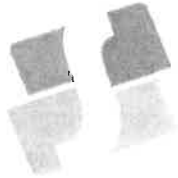
Options:

1. Accept the quote price from Commercial Recreation Products in the amount of \$126,442.00. Pay 50% down in FY 2022/23 and the other 50% in FY 2023/24 upon completion.
2. Attempt to do further research on other play components and design
3. Reject the quote and do nothing at this time.

Recommendation:

1. Park Board and staff recommends that the City Council accept Option 1. Accept the quote price from Commercial Recreation Products in the amount of \$126,442.00. Pay 50% down in FY 2022/23 and the other 50% in FY 2023/24 upon completion.

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



COMMERCIAL
RECREATION
SPECIALISTS

Page: 1

Quote

Quote Number: 0021051

Quote Date: 9/14/2022

Commercial Recreation Specialists
807 Liberty Dr., Ste 101
Verona, WI 53593-9160
Ph: (877) 896-8442 Fx: (608) 848-8782
43-2046045

Bill To:

City of Nevada Parks & Rec
825 15th Street
Nevada, IA 50201

Ship To:

City of Nevada Parks & Rec
4-Plex Baseball/Softball Field
825 15th Street
Nevada, IA 50201
Ph: 515-382-4352

Customer ID	Customer PO Number	Sales Rep Name
CITY OF NEVADA		M Leann Doughty
Valid Through	Shipping Method	Payment Terms
10/14/2022	BESTWAY	SEE BELOW

Item	Description	Quantity	Unit Cost	Amount
/99999 PLAYGROUND	Nevada Indoor Playground iPlayCO Indoor Structure Includes Installation; 2-12 structure 2-12 Structure, Approximately 2000 lb weight limit ADA Accessibility: Moonwalk Climb Entrance and Floor Level Activities	1.00	96,342.00	96,342.00
/99999 PLAYGROUND	Rock and Tree Stump	1.00	14,500.00	14,500.00
/99999 PLAYGROUND	Installation	1.00	12,600.00	12,600.00
Notes: * Quote is valid for 30 days * Quoted Price does not include Receiving, Off-loading, or Storage * Freight is based on current quoted rates and are subject to change. Actual freight charges will be charged at the time of shipment and included on the final invoice. * Sales Tax will be added unless a tax exemption form is received by CRS * 50% DOWN PAYMENT DUE UPON ACCEPTANCE OF QUOTE * 50% REMAINING DUE UPON SUBSTANTIAL COMPLETION				

Note: This quote is valid for 30 days. Please review the above information carefully. It defines your order as we understand it. If satisfactory, please sign and date below and fax to 608-848-8782, email back to your sales representative, or send a copy with your deposit to the address above. We will begin processing your order upon receipt of both your DEPOSIT AND APPROVAL SIGNATURE, per the terms indicated on your quote above. Additional surcharges may apply depending on final delivery address, actual delivery requirements and payment method. Please note that a 3% convenience fee may apply to credit card orders.

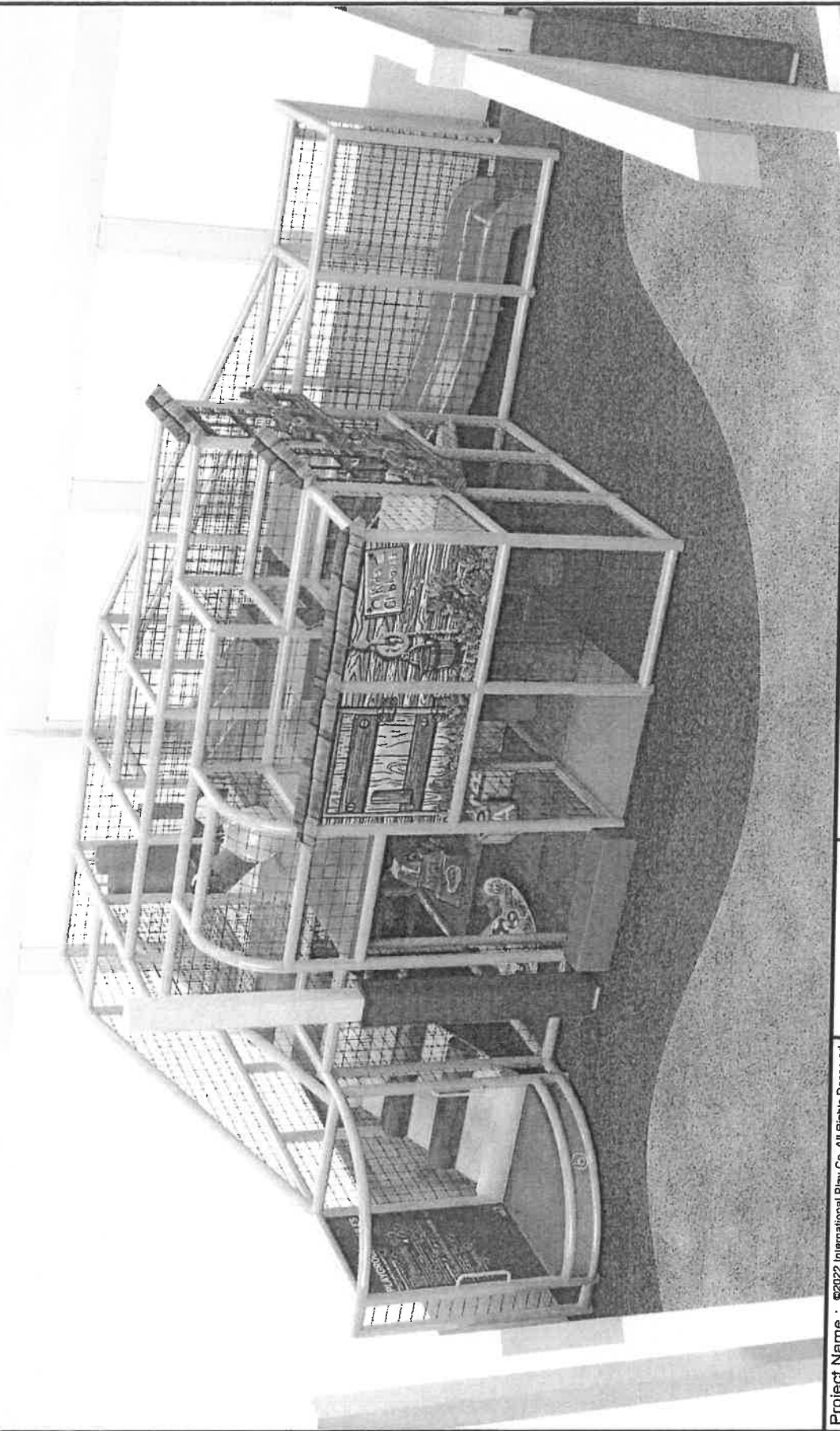
Net Order: 123,442.00

Freight: 3,000.00

Sales Tax: 0.00

Order Total: 126,442.00

Customer Acceptance: _____ Date: _____



Project Name : ©2022 International Play Co. All Rights Reserved.

Nevada Fieldhouse
Nevada, IA

Revision No : 001
Date : Jun.9, 2022
Drawn by : GL
Checked By : CR
Scale : N.T.S.

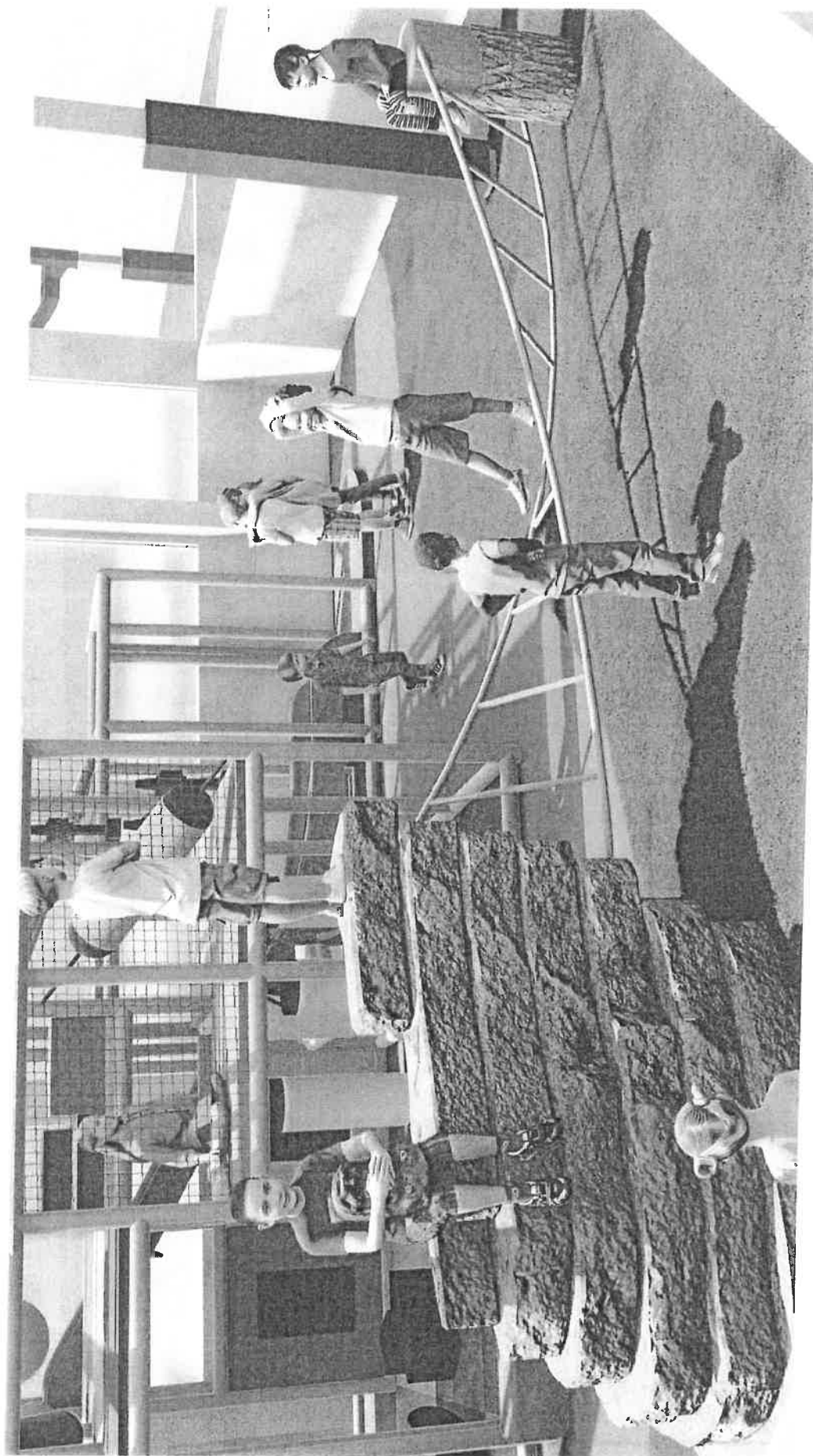
Drawing Title :

Renderings 1
[20'-0" x 28'-0" x 11'-0"]
[6.10m x 8.53m x 3.35m]

iPlayCO

500 - 26823 56th Ave.,
Langley, BC, Canada, V4W 3Z9
Sales: (604) 807-1111
Fax: (604) 807-1107
E-Mail: sales@iplayco.com
www.iplayco.com

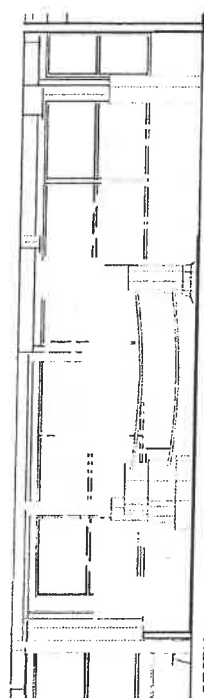
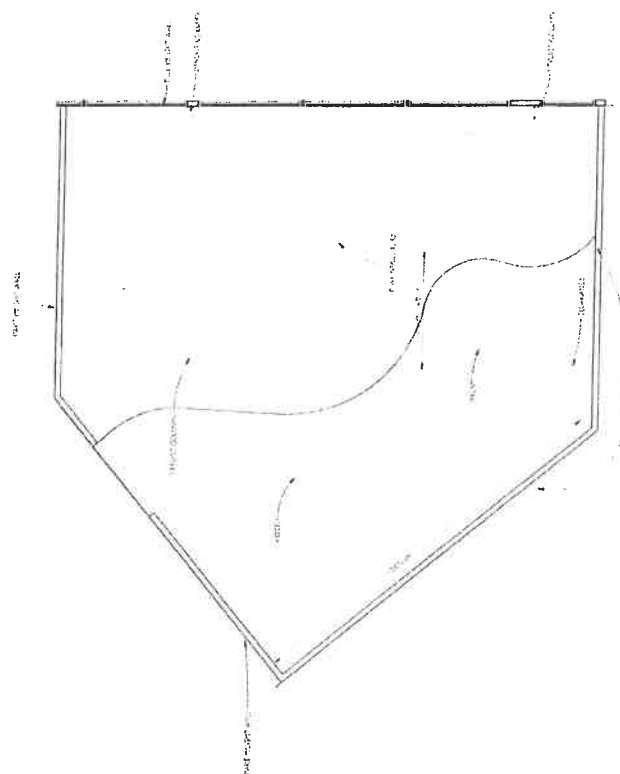




PLAYGROUND VIEW #4

NEVADA FIELDHOUSE PLAYGROUND • NEVADA, IA • AUG. 2023

NTS • © 2022 DESIGN STUDIO



City Administrators Report

October 6-17, 2022

Cameras

We have had several meetings pertaining to cameras. We have received quotes from a few different companies and Astra seems to be the best decision for us at this time. I will have an action from with information on the systems in order to make a decision.

Keeping it Real:

With some of the changes we have been discussing on making for community coffee; one of the items was Facebook messaging for questions that have been asked in the past. This will have a podcast type of meeting for discussion. Pretty excited to roll this out (I think Marlys is too).

City Auction

Over the years we have collected quite a bit of things. Some we are unable to use and it is collecting dust. We wanted to figure out a way to get rid of some of these items and sell some if we could in order make room for other pieces of equipment we have. Staff decided to have/host a garage sale for these items.

Engineer:

Did not get to this in the strategic planning, would like to figure out a good time to discuss more. Whether it is in a council meeting or with a specific committee. I still believe we need some sort of guidance with Engineering but after doing more research, discussing with staff, we may have other options on the table for us.

Council Chambers:

Still working on the chambers. Waiting to get the letters powder coated, they were running low on the color used for the N so we are waiting to get those back. Cutting edge has come and looked at the chambers but has not yet provided a quote. Erin will be reaching out to more companies for quotes.

Henry Development

Re-zoning was successful on the P & Z side of things and will be on the agenda for Monday. There may be a few people coming in to share their concerns for the project.

Historic Preservation ordinance/guidelines:

I have been working on creating a guideline for our historic districts in town in hopes to help preserve current buildings. This would also help cultivate different ideas as well as keep things original. I will be sharing with Mainstreet this week so they can provide feedback or any updates that they think should be included.

Solar Lights:

We have had issues with lights out at Fawcett Parkway for sometime now, Joe has been looking in to solar lights to replace our currents with in order to save some money on the electric side of things. We will be testing different lights out in the near future to see what looks and lights the

best out in the area. The current issue we are dealing with is bad wiring throughout the whole system. Re-wiring would be some what expensive and we would have an annual cost moving forward so this is a way to save some money short-term and long.

Leadership:

Last week was the last class before graduation. My group presented last week to council. Today we met with Country landscapes to discuss options and plans. They said they could have a concept ready for us on graduation night to present. Hope all of you can make it.

MONTHLY/WEEKLY STANDING MEETINGS

NEDC (Executive)
NEDC (Investment)
Lincoln HWY Days
WWTF Phase 2 & 4
Pizza Pie Looza



STAFF MEETING AGENDA

Monday, October 17 @ 9:00 A.M

A. Old Business

- a. City Administrator
 - i. Geocache
 - ii. Astra Security
 - iii. Development
 - iv. CIP-Streets
 - v. Strategic Planning
 - vi. Fawcett Parkway Lighting
 - vii. Trail System
 - viii. Yield Signs- 12th, 13th

Next Staff meeting: November 7

October 2022

TO: City Council

Continuing to process in coming permits and continuing inspections on building projects.

I have been sending notices for yard nuisances (If you see any please email me.)

I have turned in the Rezoning Applications.

I have continued to talk to Todd Macvey about progress at his residence. Improvements are being made.

I have included the amount for Demolition reimbursement for Flummerfelt LLC
Amount: \$27,990

Respectfully,

Ryan Hutton
Building and Zoning Official