



AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, NOVEMBER 28, 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=UERoTDIiUXZHczZlQi9ML0ZOeEI0dz09>

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, November 28, 2022***

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. PUBLIC HEARING(S)
 - A. Public Hearing on Proposed Amendment to the Nevada Urban Renewal Area
 1. Public Hearing
 2. Resolution No. 052 (2022/2023): Resolution to Declare Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Cod of Iowa and Approve Urban Renewal Plan Amendment for the Nevada Urban Renewal Area
 3. Ordinance No. 1040 (2022/2023): An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the November, 2022 Addition to the Nevada Urban Renewal Ara, Pursuant to Section 403.19 of the Code of Iowa

- B. Rezoning of 1238 T Avenue, Flummerfelt's Country Club Estates MHC LLC
 1. Public Hearing
 2. Ordinance No. 1041 (2022/2023): An Ordinance Amending the Zoning Map of the City of Nevada, Iowa, by Rezoning the Property at 1238 T Avenue, Flummerfelt's Country Club Estates, MHC LLC, from R-4 (Multiple Family Dwelling District) to R-5 (Mobile Home Park Residential)
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 November 14, 2022
 - B. Approve Payment of Cash Disbursements, including Check Numbers 78880-78945 and Electronic Numbers 1222-1233 (Inclusive) Totaling \$3,939,050.21 (See attached list)
 - C. Approve Financial Reports for Month of October, 2022
 - D. Approve the Cancellation of the second meeting of December, 2022
 - E. Approve 2023 Wellness Program
 - F. Approve 2023 Meeting Dates
 - G. Approve Tax Abatement:
 1. Permit #BP2022-0025, 901 S Glen Avenue, New Home
 2. Permit #BP2018-0101, 630 4th Street, Home Remodel
 3. Permit #BP2022-0026, 251 West E Ave, New Garage
 4. Permit #BP2022-0049, 1335 2nd Street, Addition
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. 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, third and final reading
 - B. Approve Pay Request No. 5 for the Fieldhouse from HPC LLC in the amount of \$218,359.40
 - C. Ordinance No. 1038 (2022/2023): An Ordinance amending the zoning map of the City of Nevada, Iowa, by rezoning the property at 625 Academy Circle, Oak Park Estates from R-4 (Multiple Family Dwelling District) to PUD (Planned Unit Development), second reading
 - D. Ordinance No. 1039 (2022/2023): An Ordinance amending the zoning map of the City of Nevada, Iowa, by rezoning the property at 2000 5th Street from "AR" (Agricultural-Residential Reserve) District, to a "R-2" (Single- and Two-Family Dwelling) District, second reading
 - E. Approve Change Order No. 1 for WWTF Improvements-Phase 3 from Boomerang Corp. in the amount of (\$60,000.00)

F. CDBG-CV MicroEnterprise Funding, Subrogation Agreements

1. Resolution No. 053 (2022/2023): Feltner Properties
2. Resolution No. 054 (2022/2023): Great Plains Millwork
3. Resolution No. 055 (2022/2023): Wild Root Salon
4. Resolution No. 056 (2022/2023): Meyer Chiropractic
5. Resolution No. 057 (2022/2023): Thisday Photography

8. NEW BUSINESS

- A. Resolution No. 058 (2022/2023): A Resolution Setting a Date of Meeting at which it is Proposed to Approve a Development Agreement with Van Houweling Properties II, LLC, Including Annual Appropriation Tax Increment Payments
- B. Resolution No. 059 (2022/2023): A Resolution Setting a Date of Meeting at which it is Proposed to Approve a Development Agreement with AK System Solutions LLC, Including Annual Appropriation Tax Increment Payments
- C. Resolution No. 060 (2022/2023): A Resolution Accepting Purchase Agreement and Permanent Sanitary Sewer Easements and Sanitary Sewer Temporary Construction Easements from Henry Land II LLC
- D. Resolution No. 061 (2022/2023): A Resolution Approving Material Transfer agreement between Ames National Laboratory and City of Nevada, Iowa

9. REPORTS

10. ADJOURN

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

Posted _____

E-Mailed _____

F:\OFFICE\COUNCIL\AGENDAS-COUNCIL\2022-2023\2022-11-28.DOC

RESOLUTION NO. 052 (2022/2023)

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

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

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

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

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

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared which (1) covers the addition of the Property to the Urban Renewal Area; (2) 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, notice of a public hearing by the City Council on the question of amending the Plan and designating an expanded Urban Renewal Area was heretofore given in strict compliance with the provisions of Chapter 403, Code of Iowa, and the Council has conducted said hearing on November 28, 2022; and

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

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

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

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

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

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

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

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

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

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

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

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

Passed and approved November 28, 2022.

Mayor

Attest:

City Clerk

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

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

November 2022

TO: Mayor - City Council Members
City Administrator Jordan Cook

From: Ryan Hutton
Building & Zoning Official

With the recommendation from the Planning and Zoning Commission, we are seeking approval from the City Council Members to approve The Nevada Urban Renewal Area/Urban Renewal Plan Amendment.

Best Regards,
Ryan Hutton
Building and Zoning Official



October 25, 2022

To: City of Nevada Planning & Zoning Commission

Re: Nevada Urban Renewal Area/Urban Renewal Plan Amendment

A public hearing will be held by the City Council on November 28, 2022 on a proposed amendment to the urban renewal plan for the Nevada Urban Renewal Area to add the property legally described in the proposed amendment and to approve new urban renewal projects. I have prepared this memorandum to assist the Commission in performing its role in this process.

Section 403.5 of the Code of Iowa requires that, before they hold a public hearing, the City Council must submit a copy of the proposed plan amendment to the Commission, “for review and recommendations as to its conformity with the general plan for the development” of the City. The statute does not require that the Commission hold a hearing on the proposed plan amendment, and it does not require that the Commission take any action to either approve or reject the proposed plan amendment. It directs that the Commission review the plan amendment and comment to the City Council as to whether the plan amendment conforms to, or is consistent with, the City’s Comprehensive Plan. Please complete your review and submit any comments to the City Council by Noon on November 28, 2022.

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

Kind regards,

Amy Bjork

CITY OF NEVADA, IOWA

URBAN RENEWAL PLAN AMENDMENT
NEVADA URBAN RENEWAL AREA

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>\$11,340,000</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”).

AIRPORT ROAD PLAT 6

PRELIMINARY PLAT

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 50201-1535



SCALE: 1"=100'

BAR SCALE

0 100 200

LEGEND:

- INDICATES PLAT CORNER FOUND 3/4" IR-ROD WITH YELLOW PLASTIC ID #1781 UNLESS OTHERWISE NOTED
- INDICATES PLAT CORNER PLACED 3/4" IR-ROD WITH ORANGE PLASTIC ID #1781 UNLESS OTHERWISE NOTED
- INDICATES PROPERTY CORNER FOUND 3/4" IR-ROD WITH YELLOW PLASTIC ID #1781 UNLESS OTHERWISE NOTED
- INDICATES PROPERTY CORNER PLACED 3/4" IR-ROD WITH ORANGE PLASTIC ID #1781 UNLESS OTHERWISE NOTED
- P INDICATES PLATTED DISTANCE
- M INDICATES MEASURED DISTANCE
- SF SQUARE FEET

ADJACENT OWNERS:
LAND SURVEYING BUREAU TRUST
LAND SURVEYING BUREAU TRUST

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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 FEET IN 3,000.0 FEET.
ALL CORNERS HAVE BEEN FOUND AS NOTED OR ARE PLACED WITH A 3/4" IR-ROD. ALL CORNERS PLACED HAVE A ORANGE PLASTIC IDENTIFICATION CAP NO. 12971.

AREAS IN 1/4-1/4:
SECTION 12 18.3N R23W
LOT 1
SE 1/4-SW 1/4=12.45 ACRES
SW 1/4-SW 1/4=11.96 ACRES
LOT 2
NE 1/4-SW 1/4=13.51 ACRES
NW 1/4-SW 1/4=37.65 ACRES

ZONING:
G1 GENERAL INDUSTRIAL DISTRICT
SETBACKS:
FRONT YARD = 50 FEET
REAR YARD = 25 FEET
SIDE YARD (STREET) = 25 FEET
SIDE YARD (INTERIOR) = 10 FEET

Bishop Engineering
"Planning Your Successful Development"
3501 104th Street
Des Moines, Iowa 50322-3825
Phone: (515) 276-0407 Fax: (515) 276-0217
Civil Engineering & Land Surveying Established 1959

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 DAILY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.
PRELIMINARY
SIGNED: _____ DATE: _____

AIRPORT ROAD PLAT 6
PRELIMINARY PLAT
REVISIONS
DATE BY

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:

11/03/2022

and that the fees charged are legal.

Sworn to and subscribed before on 11/03/2022

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$50.46

Order No: 7971178

Customer No: 835154

PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

AMY KOKOTT
Notary Public
State of Wisconsin

#7971178 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

Published in the Nevada Journal on November 3, 2022 (1T)

ORDINANCE NO. 1040 (2022/2023)

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

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

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

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

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

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

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

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

“County” shall mean Story County, Iowa.

“Urban Renewal Area Addition” shall mean the November, 2022 Addition to the Nevada Urban Renewal Area of the City, the legal description of which is set out below, approved by the City Council by resolution adopted on November 28, 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.

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

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

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

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

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

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

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

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

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

Mayor

Attest:

City Clerk

First consideration: November 28, 2022

Second consideration: _____, 2022

ORDINANCE NO. 1041 (2022/2023)

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF NEVADA, IOWA, BY REZONING THE PROPERTY AT 1238 T AVENUE, FLUMMERFELT'S COUNTRY CLUB ESTATES MHC LLC, FROM R-4 (MULTIPLE FAMILY DWELLING DISTRICT) TO R-5 (MOBILE HOME PARK RESIDENTIAL).

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

SECTION 1. ZONING AMENDMENT. The Zoning Map of the City of Nevada, Iowa, is hereby amended by rezoning parcel of land owned by Flummerfelt's Country Club Estates MHC LLC, and located within the corporate limits of the City of Nevada, Iowa which is legally described as:

Lots "E", "F", "G", "H", "I", "L", "M", "N", "R", "S", and the North 70.02 feet of Lot "K", all in Fitchpatrick's Subdivision, Nevada, Story County, Iowa, AND Lots One (1), Two (2), Three (3), Four (4) and Five (5), Block Sixteen (16), Blair Town Lot and Land Company's Addition to Nevada, Story County, Iowa, AND Lot One (1), Block Twenty (20), Templeton's Addition to Nevada, Story County, Iowa, AND Lot Two (2), in the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section Six (6), Township Eighty-three (83) North, Range Twenty-two (22) West of the 5th P.M., Nevada, Story County, Iowa, AND That portion of "Q" Avenue located East of Tenth Street in the City of Nevada, Story County, Iowa, subject to covenants, conditions, restrictions and easements of record, AND The West 55 3/11 rods in width of that part of the Southwest Quarter (SW1/4) of Section Five (5), Township Eight-three (83) North, Range Twenty-two (22) West of the 5th P.M., Nevada, Story County, Iowa, lying North of the Right of Way of the Chicago and Northwestern Railway Company as now located over and across said 1/4 Sec., subject to covenants, conditions, restrictions and easements of record.

and shall be rezoned from an "R-4" (Multiple Family Dwelling District), to a "R-5" (Mobile Home Park Residential).

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

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

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

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

PASSED AND APPROVED this 28th day of November, 2022, through the first reading.
PASSED AND APPROVED this ___ day of December, 2022, through the second reading
PASSED AND APPROVED this ___ day of January, 2023, through the third and final reading. Enacted upon publication.

Brett Barker, Mayor



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

November 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 1238 T Avenue, Flummerfelt's County Club Estates MHC LLC from R-4 (Multiple Family Dwelling District) to R-5 (Mobile Home Park Residential)

Best Regards,
Ryan Hutton
Building and Zoning Official

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

The City Council of the City of Nevada, Iowa, has received a recommendation from the Planning and Zoning Commission to approve a rezoning request from the property owner, Flummerfelt's Country Club Estates MHC LLC, to amend the zoning ordinance of the City of Nevada, Iowa, by changing the zoning classification on the following described property, 1238 T Avenue, owned by them and located within the corporate limits of the City of Nevada, Iowa, from "R4" (Multiple Family Dwelling District) to "R-5" (Mobile Home Park Residential).

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

Lots "E", "F", "G", "H", "I", "L", "M", "N", "R", "S" and the North 70.02 feet of Lot "K", all in Fitchpatrick's Subdivision, Nevada, Story County, Iowa, AND Lots One (1), Two (2), Three (3), Four (4) and Five (5), Block Sixteen (16), Blair Town Lot and Land Company's Addition to Nevada, Story County, Iowa, AND Lot One (1), Block Twenty (20), Templeton's Addition to Nevada, Story County, Iowa, AND Lot Two (2) in the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section Six (6), Township Eighty-three (83) North, Range Twenty-two (22) West of the 5th P.M., Nevada, Story County, Iowa, AND That portion of "Q" Avenue located East of Tenth Street in the City of Nevada, Story County, Iowa, subject to covenants, conditions, restrictions and easements of record,

AND

The West 55 3/11 rods in width of that part of the Southwest Quarter (SW¼) of Section Five (5), Township Eighty-three (83) North, Range Twenty-two (22) West of the 5th P.M., Nevada, Story County, Iowa, lying North of the Right of Way of the Chicago and Northwestern Railway Company as now located over and across said ¼ Sec., subject to covenants, conditions, restrictions and easements of record.

The Planning and Zoning Commission of the City of Nevada, Iowa, held a public hearing on this request on the 17th day of November, 2022. It is their recommendation to approve the rezoning request.

The City Council of the City of Nevada, Iowa, will hold a public hearing on this request on the 28th day of November, 2022 at the City Council Meeting which is set to begin at 6:00 o'clock P.M., in the Nevada City Hall, 1209 Sixth Street, Nevada, Iowa, to consider the recommendation.

It is your right to attend this hearing and express your views concerning the proposed change, or you may submit your comments in writing to the City Clerk no later than 9:00 o'clock A.M. on the 28th day of November, 2022.

Kerin Wright
City Clerk

AGENDA

Planning & Zoning Commission
November 7th, 2022 6:15pm
Council Chambers, City Hall 1209 6th Street

1. Call the meeting to order – Roll Call
2. Approval of the Agenda
3. Approve and place on file the minutes of the October 10th, 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 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)
 - 5a. Recommend approval or denial to the City Council.
6. Nevada Urban Renewal Area/Urban Renewal Plan Amendment
7. City Administrator/ Commission Members/ Staff Reports
8. Adjourn

This agenda was posted on the official bulletin board Friday November 4th, 2022 in compliance with the requirements of the open-meeting law.

PLANNING & ZONING MINUTES, MONDAY, OCTOBER 10, 2022

Chairperson Matt Rhodes presided and he called the Monday, October 10, 2022 regular meeting of the Planning & Zoning Commission to order at 6:15 p.m. at City Hall Conference Room, 1209 6th Street. The roll was called indicating that the following Commission Members were present and absent. Present: Donna Borton, Paul Maiefski, Evie Peterson, and Matt Rhodes. Absent: Ron Farrington (arrived at 6:17 p.m.) and John Swanson.

Staff present: Ryan Hutton, Mayor Brett Barker, Jordan Cook, and Donna Mosinski.

Also in attendance were: Scott Henry, Jerry Gibson, Don Arends, Patrick and Alison DePenning, Grit Sadtler, John Kruzich, Nathan Graves, Kyle Nelson, Chris Burling, and Matt Vermillion.

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

Motion by Evie Peterson, seconded by Donna Borton, to approve and place on file the **minutes** of the August 29, 2022 **meeting**. After due consideration and the roll being called, the following named Commissioners voted. Ayes: Peterson, Borton, Maiefski, and Rhodes. Nays: None. Whereupon, the Chairperson declared the motion carried.

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

The Chairperson called the public hearing to order at 6:16 p.m. for the purpose of hearing comments for or against the Rezoning of the Property at 625 Academy Circle, Oak Park Estates from R-4 (Multiple Family Dwelling District) to PUD (Planned Unit Development).

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

Ron Farrington arrived at 6:17 p.m.

The Chairperson declared the hearing closed at 6:17 p.m.

Motion by Evie Peterson, seconded by Donna Borton, to recommend to the City Council favorable consideration of the Rezoning of the Property at 625 Academy Circle, Oak Park Estates from R-4 (Multiple Family Dwelling District) to PUD (Planned Unit Development). After due consideration and the roll being called, the following named Commissioners voted. Ayes: Peterson, Borton, Farrington, Maiefski, and Rhodes. Nays: None. Whereupon, the Chairperson declared the motion carried.

The Chairperson called the public hearing to order at 6:20 p.m. for the purpose of hearing comments for or against the Rezoning of the Property at 2000 5th Street, North View Development from AR (Agriculture-Residential Reserve District) to R-2 (Single and Two-Family Dwelling District).

There was a general discussion with those who were present and the commission.

The Chairperson declared the hearing closed at 7:39 p.m.

Motion by Paul Maiefski, seconded by Ron Farrington, to recommend to the City Council favorable consideration of the Rezoning of the Property at 2000 5th Street, North View Development from AR (Agriculture-Residential Reserve District) to R-2 (Single and Two-Family Dwelling District). After due consideration and the roll being called, the following named Commissioners voted. Ayes: Maiefski, Farrington, Peterson, Rhodes, and Borton. Nays: None. Whereupon, the Chairperson declared the motion carried.

Motion by Donna Borton, seconded by Evie Peterson, to Set Public Hearing for Rezoning Property at 1238 T Ave, Flummerfelt's Country Club Estates MHC LLC from R-4 (Multiple Family Dwelling District) to R-5 (Mobile Home Park Residential District) for November 7, 2022 at 6:15 p.m. After due consideration and the roll being called, the following named Commissioners voted. Ayes: Borton, Peterson, Rhodes, Farrington, and Maiefski. Nays: None. Whereupon, the Chairperson declared the motion carried.

There being no other business to come before the meeting, it was moved by Paul Maiefski, seconded by Rin Farrington, to adjourn the meeting. The roll being called the following named Commissioners voted. Ayes: Maiefski, Farrington, Peterson, Rhodes, and Borton. Nays: None. Whereupon, the Chairperson declared the motion carried. At 7:43 p.m. he adjourned the meeting.

Attest: _____
Donna Mosinski, Deputy City Clerk

Matt Rhodes, Chairperson

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 R-5 (Mobile Home Park Residential District):** The Planning & Zoning Commission of the City of Nevada, Iowa, has received a request from the property owner, Flummerfelt's Country Club Estates MHC LLC , to review a Rezoning Application at the location of 1238 T Avenue 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 "R-5" (Mobile Home Park Residential District).
- 2. Nevada Urban Renewal Area/ Urban Renewal Plan Amendment:** The City of Nevada has an updated Urban Renewal Area to be reviewed and accepted.

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



Rezoning Application Form

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

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

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

Section: 05 Township: 83 Range: 22 W55 3/11 RDS SW Lying N or RR
Row Nevada

3. **Applicant:** Mike Flummerfelt

Address: 837 W. Maple ave Nevada Ia 50201
(Street) (City) (State) (Zip)

Telephone: 515-290-3707 515-382-2020
(Home) (Business) (Fax)
Cell

4. **Property Owner:** Mike Flummerfelt

Address: 837 W. Maple ave Nevada Ia 50201
(Street) (City) (State) (Zip)

Telephone: 515-382-2020 515-382-9090
(Home) (Business) (Fax)

5. **Contact Person:** Matt Flummerfelt

Address:

837 W. Maple Ave

Novato

CA

94941

(Street)

(City)

(State)

(Zip)

Telephone:

515-450-9508

515-382-2020

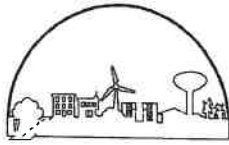
515-382-9090

(Home)

(Business)

(Fax)

cell



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: Mbe Flumyelt Date: 10-6-22

Applicant)

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

and: _____ Date: _____

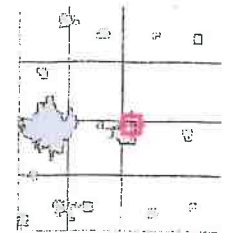
(Property Owner)

and: _____ Date: _____

(Contact Person)



Overview



Legend

- Parcels
- - - Lots
- Townships
- Sections
- Quarter Quarters
- Corporate Limits
- Road Centerlines

- 30.62
acres

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

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

Date created: 10/5/2022

Last Data Uploaded: 10/5/2022 12:06:40 AM

Developed by  **Schneider**
GEOSPATIAL

Rezoning

Checklist

Reason:

We plan to rezone this portion of the farm ground and expand off the Sunridge estates already established to the west. Thus, doing this would provide more housing in the community of Nevada and increase the availability of "affordable" housing in the area!

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, FLUMMERFELT'S COUNTRY CLUB ESTATES MHC LLC, to review a Rezoning Application at the location of 1238 T Avenue 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 Dwelling District) to "R-5" (Mobile Home Park Residential District).

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

Lots "E", "F", "G", "H", "I", "L", "M", "N", "R", "S" and the North 70.02 feet of Lot "K", all in Fitchpatrick's Subdivision, Nevada, Story County, Iowa, AND Lots One (1), Two (2), Three (3), Four (4) and Five (5), Block Sixteen (16), Blair Town Lot and Land Company's Addition to Nevada, Story County, Iowa, AND Lot One (1), Block Twenty (20), Templeton's Addition to Nevada, Story County, Iowa, AND Lot Two (2) in the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section Six (6), Township Eighty-three (83) North, Range Twenty-two (22) West of the 5th P.M., Nevada, Story County, Iowa, AND That portion of "Q" Avenue located East of Tenth Street in the City of Nevada, Story County, Iowa, subject to covenants, conditions, restrictions and easements of record,

AND

The West 55 3/11 rods in width of that part of the Southwest Quarter (SW¼) of Section Five (5), Township Eighty-three (83) North, Range Twenty-two (22) West of the 5th P.M., Nevada, Story County, Iowa, lying North of the Right of Way of the Chicago and Northwestern Railway Company as now located over and across said ¼ Sec., subject to covenants, conditions, restrictions and easements of record.

The Planning & Zoning Commission of the City of Nevada, Iowa, will conduct a public hearing on this request on the 7th day of November, 2022 at the Planning & Zoning Commission Meeting which is set to begin at 6:15 o'clock P.M., in the Council Chambers, 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 7th Day of November, 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

NEVADA CITY COUNCIL - MONDAY, November 14, 2022 6:00 P.M.

1. CALL TO ORDER

The City Council of the City of Nevada, Iowa, met for a meeting in the Council Chambers of Nevada City Hall located at 1209 6th Street, Nevada, Iowa. Mayor Brett Barker, convened the meeting at 6:00 p.m. on Monday, November 14, 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, Jason Sampson, Steve Skaggs, Sandy Ehrig. Absent: Dane Nealson. Dane Nealson arrived at 6:05 p.m.

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

Also in attendance were: Don Arends, Jerry Gibson, Joe Anderson, Elijah Hansen, Scott Henry, Louis Lang

3. APPROVAL OF AGENDA

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

4. PUBLIC HEARING(S)

- A. Rezoning of 625 Academy Circle
1. Public Hearing

At 6:01 p.m. Mayor Barker announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **November 3, 2022**. The public hearing is **for notice of the Rezoning of Property at 625 Academy Circle**.

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

2. Ordinance No. 1038 (2022/2023): An Ordinance amending the zoning map of the City of Nevada, Iowa, by rezoning the property at 625 Academy Circle, Oak Park Estates from R-4 (Multiple Family Dwelling District) to PUD (Planned Unit Development), first reading

Motion by Sandy Ehrig, seconded by Jason Sampson, to **approve Ordinance No. 1038 (2022/2023), first reading**. After due consideration and discussion the roll was called. Aye: Ehrig, Sampson, Skaggs, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

B. Rezoning of 2000 5th Street
1. Public Hearing

At 6:02 p.m. Mayor Barker announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **November 3, 2022**. The public hearing is **for notice of the Rezoning of Property at 2000 5th Street**. Dane Nealson arrived at 6:05 p.m.

Elijah Hansen and Don Arends expressed their concerns regarding the proposed development at 2000 5th Street.

There were **no written objections** to the aforementioned recommendation. Public hearing closed at 6:14 p.m.

2. Ordinance No. 1039 (2022/2023): An Ordinance amending the zoning map of the City of Nevada, Iowa, by rezoning the property at 2000 5th Street from "AR" (Agricultural-Residential Reserve) District, to a "R-2" (Single- and Two-Family Dwelling) District, first reading

Motion by Jason Sampson, seconded by Dane Nealson, to **approve Ordinance No. 1039 (2022/2023), first reading**. After due consideration and discussion the roll was called. Aye: Sampson, Nealson, Skaggs, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

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

Motion by Barb Mittman, seconded by Brian Hanson, to **approve the following consent agenda items**:

- A. Approve Minutes of the Regular Meeting held on October 24, 2022
- B. Approve Payment of Cash Disbursements, including Check Numbers 78775-78879 and Electronic Numbers 1208-1220 (Inclusive) Totaling \$957,455.30 (See attached list) and the First Interstate Purchasing Card for November Payment
- C. Accept and File the Annual Financial Report for FY21/22
- D. Accept and File City Street Finance Report for FY21/22
- E. Accept and File Annual Urban Renewal Report for FY21/22
- F. Approve Write off of Utility Debt in the amount of \$756.12 (see attached)
- G. Receive Recommendation from Planning & Zoning Commission on Rezoning of 1238 T Avenue, Flummerfelt Country Club Estates and Set Public Hearing for November 28th at 6:00 p.m. and Authorize Publication of Notice
- H. Resolution No. 049 (2022/2023): A Resolution approving the Second Amendment for the Iowa Economic development Authority, Hormel Food Corporation/Burke Marketing and City of Nevada Contract

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

6. PUBLIC FORUM

- A. Louis Lang requested additional information regarding the status of a dump location for yard waste.

7. OLD BUSINESS

- A. 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, second reading

Motion by Brian Hanson, seconded by Steve Skaggs, to **approve Ordinance No. 1036 (2022/2023), second reading.** After due consideration and discussion the roll was called. Aye: Hanson, Skaggs, Ehrig, Mittman, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

1. Option to waive third and final reading for Ord No. 1036

Motion by Brian Hanson, seconded by Dane Nealson, to **waive third and final reading Ordinance No. 1036 (2022/2023).** After due consideration and discussion the roll was called. Aye: Hanson, Nealson, Sampson, Skaggs, Ehrig, Mittman. Nay: None. The Mayor declared the motion carried.

- B. 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, second reading

Comments were received from a resident on H Avenue requesting an amendment to the parking ordinance. He is requesting no parking during school hours only. Parking would be allowed on nights and weekends. Following Council discussion, they would like further input from Public Safety before taking action on the third and final reading.

Motion by Dane Nealson, seconded by Barb Mittman, to **approve Ordinance No. 1037 (2022/2023), second reading.** After due consideration and discussion the roll was called. Aye: Nealson, Mittman, Sampson, Skaggs, Hanson. Nay: Ehrig. The Mayor declared the motion carried.

- C. Approve Pay Request No. 17 for WWTF Improvements-Phase 2 from Williams Brothers Construction Inc. in the amount of \$1,592,701.43

Motion by Jason Sampson, seconded by Sandy Ehrig, to **approve Pay Request No. 17 for WWTF Improvements-Phase 2 from Williams Brothers Construction Inc. in the amount of \$1,592,701.43.** After due consideration and discussion the roll was called. Aye: Sampson, Ehrig, Hanson, Mittman, Nealson, Skaggs. Nay: None. The Mayor declared the motion carried.

- D. Approve Pay Request No. 9 for WWTF Improvements-Phase 3 from Boomerang Corp. in the amount of \$12,797.45

Motion by Dane Nealson, seconded by Barb Mittman, to **approve Pay Request No. 9 for WWTF Improvements-Phase 3 from Boomerang Corp. in the amount of \$12,797.45.** After due consideration and discussion the roll was called. Aye: Nealson, Mittman, Sampson, Skaggs, Ehrig, Hanson. Nay: None. The Mayor declared the motion carried.

- E. Approve Pay Request No. 2 for WWTF Improvements-Phase 4 from On Track Construction in the amount of \$1,547,912.05

Motion by Jason Sampson, seconded by Dane Nealson, to **approve Pay Request No. 2 for WWTF Improvements-Phase 4 from On Track Construction in the amount of \$1,547,912.05.** After due consideration and discussion the roll was called. Aye: Sampson, Nealson, Skaggs, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

8. NEW BUSINESS

- A. Resolution No. 050 (2022/2023): A Resolution obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year which include: (Almaco, \$30,000); (NEDC-membership, \$65,000); (R Friedrich & Sons/LMI, \$149,961); (Mid-States Material Handling, \$21,047); (Verbio, \$158,642); (ROSK Development, LLC,/LMI, \$34,062); (M&R Properties Iowa, LLC, \$10,754); (Mid-States/Vier, \$31,984)

Motion by Dane Nealson, seconded by Jason Sampson, to **adopt Resolution No. 050 (2022/2023).** After due consideration and discussion the roll was called. Aye: Nealson, Sampson, Ehrig, Hanson, Mittman. Nay: None. Abstain: Skaggs. The Mayor declared the motion carried.

- B. Resolution No. 051 (2022/2023): A Resolution approving Tax Increment Financing (TIF) indebtedness certification and directing the certification to be filed no later than December 1, 2022

Motion by Sandy Ehrig, seconded by Steve Skaggs, to **adopt Resolution No. 051 (2022/2023).** After due consideration and discussion the roll was called. Aye: Skaggs, Ehrig, Hanson, Mittman, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

- C. Approve Camera System for City Hall and Library

Motion by Barb Mittman, seconded by Steve Skaggs, to **approve the purchase of camera system for City Hall and the Library from Astra Security in the amount of \$25,982.70.** After due consideration and discussion the roll was called. Aye: Mittman, Skaggs, Ehrig, Hanson, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

- D. Approve Neighborhood Improvement Incentive Program in the amount of \$7,500, Peebles 1608 2nd Rear

Motion by Jason Sampson, seconded by Brian Hanson, to **approve Neighborhood Improvement Incentive Program in the amount of \$7,500.00.** After due consideration and discussion the roll was called. Aye: Sampson, Hanson, Mittman, Nealson, Skaggs, Ehrig. Nay: None. The Mayor declared the motion carried.

9. ADJOURNMENT

There being no further business to come before the meeting, motion by Dane Neilson, seconded by Jason Sampson, to **adjourn the meeting**. Following voice vote, the Mayor declared the motion carried at 7:02 p.m. the meeting adjourned.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Published: _____

Council Approved: _____

CITY OF NEVADA
CLAIMS REPORT FOR NOVEMBER 28, 2022
11/15/22 THUR 11/28/22

Item # 5B
Date: 11-28-22

VENDOR	REFERENCE	AMOUNT	CHECK #
WAGeworks	FSA 2020 PMTS	778.25	1222
STORY CO SHERIFF	WWTF-PH4 TRUNK SHER	5,056.76	78880
MENARDS	STS-STRUTS	87.76	78881
ON TRACK	WWTF PH4-PR#2	1,547,912.05	78882
WILLIAMS BROTHERS CONST	WWTF-PH2 PR#17	1,592,701.43	78883
BOOMERANG CORP	WWTF-PH3 PR#9	12,797.45	78884
SEE, MARK	WWTF PH4-TRUNK ESMT	38,540.00	78885
RINGGENBERG FAMILY TRUST	WWTF-PH4-TRUNK EASMT	42,355.00	78886
J & S IOWA FARMS	WWTF-PH4-TRUNK ESMT	25,755.00	78887
HATTERY REAL ESTATE APPRAISALS	WWTF-PH4-TRNK ESMNT APPR	4,500.00	78888
PEEBLES, CHARLES	NIIP-PEEBLES 1608 2ND REN	7,500.00	78889
IPERS	IPERS	36,532.45	1223
TREASURER STATE OF IA	STATE TAX	9,079.00	1224
EFTPS	FED/FICA TAX	29,265.43	1225
HUTTON, RYAN	HSA	273.33	1226
SYDNES, KELLAN	HSA	30.00	1227
CORNISH, DEVIN	HSA	50.00	1228
AMER'N FAMILY LIFE	AFLAC	1,120.17	78892
MISSION SQUARE	DEFERRED COMP	887.50	78893
COLLECTION SERVICES	CHILD SUPPORT	483.40	78894
QUILL CORP	LIB-RUBBER BABDS	11.20	78895
BAKER & TAYLOR	LIB-MATERIALS	3,896.89	78897
DEMCO	LIB-LAMINATE	376.08	78898
JOHNSON CONTROLS	LIB-SECURITY	743.47	78899
DRAINTECH	LIB-WATER HEATER/TOILET RPR	1,109.94	78900
JOHN DEERE FIN	PKM/CEM/STS/WTR-SUPPLIES	404.69	78901
CENTER POINT	LIB-MATERIALS	49.14	78902
CENGAGE	LIB-MATERIALS	697.01	78903
AMAZON CAPITAL SVCS	ALL-SUPPLIES	1,089.22	78904
MENARDS	LIB/ST-ENTRY LOCK /FURNACE FL	408.87	78905
MIDWEST TAPE	LIB-DIGITAL MEDIA	1,182.07	78906
AMAZON CAPITAL SVCS	LIB-MATERIALS	339.80	78907
ROOT TO RISE ORGANIC FARM	LIB-EARTHS BOUNTY	167.60	78908
IA FINANCE AUTHORITY	WWTF PHASE 3	10,494.75	1229
IA FINANCE AUTHORITY	WWTF PHASE 2B	74,330.31	1230
IA FINANCE AUTHORITY	WWTF PHASE 2	99,990.00	1231
IA FINANCE AUTHORITY	WWTF PHASE 1	12,757.12	1232
WAGeworks	FSA 2021 PMT	756.31	1233
BROWN SUPPLY	WTR/STS-SUPPLIES	1,028.00	78909
FAREWAY	WTR-SUPPLIES	75.59	78910
ALLIANT	CH/STS/SC/SC-UTILITIES	4,677.99	78911
VAN WALL EQUIP	PKM-OIL LINE FILTERS /SPROCKE	469.06	78912

SCHENDEL PEST CONTROL	ALL-PEST CONTROL	241.82	78913
NEVADA POSTMASTER	UTILITY BILLING POSTAGE	885.43	78914
STATE HYGIENIC LAB	WWT-LAB ANALYSIS	2,600.00	78915
ARNOLD MOTOR SUPPLY	WWT/FD/P&Z/PKM-SUPPLIES	491.35	78916
IA STATE READY MIX	STS-CONCRETE	660.00	78917
NEDC	FY23 LOT SUPPORT	40,000.00	78918
GATEHOUSE	LEGAL PUBLICATIONS	833.83	78919
ROBB MORGAN	STS-ASH TREE REMOVAL	31,050.00	78920
GOOD AND QUICK	PD/FD-RPRS	85.23	78921
AUDITOR OF STATE	ADM-FY21 AUDIT	3,576.00	78922
IA IRRIGATION	CA-IRRIGATION SD	152.00	78923
IA PUMP WORKS	WTR-PUMP	1,846.11	78924
O'HALLORAN INT	STS-POD DRIVE/GAS RX	591.56	78925
INTOXIMETERS	PD-INTOXIMETER SUPPLIES	1,245.00	78926
NEIGHBORS HTG CLG	STS-FURNACE RPR	1,319.66	78927
WINDSTREAM	LIB/PD-PHONES	157.90	78928
CONSUMERS ENERGY	ALL-UTILITIES	8,524.44	78929
HR GREEN	WWTF-ENGINEERING	182,011.13	78930
FREEDOM TIRE	PD-TIRES	496.00	78931
UNITYPOINT CLINIC	STS-DOT TESTING	42.00	78932
CENTRAL IA WATER ASSC	WTR/LWE/RAW WATER 12/2022	574.88	78933
QUADIENT	ALL-POSTAGE	1,000.00	78934
FERGUSON ENT	WTR-GLOVES/LOCKOUTS	229.56	78935
QUADIENT	ADM-MTR DEC/MAR	135.00	78936
STORY CO EMS ASSC	EMS-COUNTY DUES	25.00	78937
BOBCAT OF AMES	PKM-WHEEL BOLT	1.80	78938
SHAFFER'S AUTO BODY	PD-#88 REPAIR	70.00	78939
SERVICE TECH	WTR-HYDRANT SUPPLIES	2,264.90	78940
THE RADAR SHOP	PD-CERT LIDAR/RADAR/TUNING I	540.00	78941
MENARDS	PKM/STS-SUPPLIES	320.89	78942
KINSBURY, JAYSON	PKM-KINGSBURY BOOTS	150.00	78943
METRONET	ALL-INTERNET SVC	292.20	78944
ACME TOOLS	PKM-MILWAUKEE TOOLS	1,104.40	78945
	Accounts Payable Total	3,854,278.18	
	Payroll Checks	84,772.03	
	***** REPORT TOTAL *****	<u>3,939,050.21</u>	
	GENERAL	136,994.86	
	ROAD USE TAX	17,945.72	
	LOCAL OPTION SALES TAX	72,822.18	
	LIBRARY TRUST	1,607.46	
	DANIELSON TRUST	1,737.77	
	WATER	34,523.22	
	SEWER	21,107.43	
	SEWER SRF REVOLVING	197,572.18	
	SEWER CAP IMP PROJECT	3,451,628.82	

REVOLVING FUND	1,576.01
FLEX BENEFIT REVOLVING	1,534.56
TOTAL FUNDS	<u>3,939,050.21</u>

CITY OF NEVADA
BALANCE SHEET
CALENDAR 10/2022, FISCAL 4/2023

Item # 50
Date: 11-28-22

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CASH-GENERAL FUND	784,577.11	5,106,685.36
002-000-1110	CASH-HOTEL/MOTEL	26.87	13,600.81
110-000-1110	CASH-ROAD USE TAX	37,749.20	2,300,724.06
112-000-1110	CASH-EMPLOYEE BENEFITS	218,887.07	493,913.44
113-000-1110	CASH-RUT CAPITAL	859.55	435,104.99
119-000-1110	CASH-EMERGENCY FUND	29,861.68	35,505.35
121-000-1110	CASH-LOCAL OPTION TAX	8,416.12	1,122,649.47
125-000-1110	CASH-TIF	214,622.98	2,118,340.11
126-000-1110	CASH-LMI SUBFUND		190,717.70
167-000-1111	RESERVE-WELLS	3.54	1,792.29
167-000-1113	RESERVE-ZWILLING	.22	112.70
167-000-1114	RESERVE-ALBERRY	2.03	1,025.47
168-000-1118	RESERVE-UNDESIGNATED	.02	8.00
168-000-1119	RESERVE-HARMS TRUST, GREEN SP	52.72	26,685.58
169-000-1110	CASH-LIBRARY TRUST	1,735.90-	16,469.70
171-000-1110	CASH-FIRE TRUST	34.77	17,602.31
172-000-1110	CASH-SCORE UNDESIGNATED	11.34	5,738.39
173-000-1110	CASH-SCORE O&M	.53	266.60
174-000-1110	CASH-NORTH STORY BASEBALL	5.36	2,712.36
175-000-1110	CASH-SENIOR COMM CENTER	19.47	9,856.74
176-000-1110	CASH-GH PIANO	37.87	19,171.39
177-000-1110	CASH-POLICE FOREITURE	24.28	12,292.15
179-000-1122	RESERVE-GRNBLT MAP 2005	7.19	3,637.48
179-000-1124	RESERVE-ST CO TRAIL	.79	401.18
179-000-1125	RESERVE-IND RDG GREENBE	3.42	1,731.90
179-000-1127	RESERVE-UNRESTRICTED	13,820.71	95,377.35
179-000-1128	RESERVE-SCORE SCOREBOAR	9.16	4,637.39
179-000-1130	RESERVE-LANDSCAPING	22.79	6,536.35
179-000-1131	RESERVE-FIELD MAINT	39.20	19,842.94
179-000-1132	RESERVE-LEW HANSEN SUB	2.82	1,425.36
179-000-1133	RESERVE-87 SOUTHWOOD	15.15	7,669.80
179-000-1134	RESERVE-MARDEAN PARK	1.80	910.29
179-000-1135	RESERVE-WILSON POND DONATIONS	752.28	752.28
180-000-1110	CASH-COLUMBARIAN MAINT	69.21	4,661.61
181-000-1110	CASH-TRAIL MAINTENANCE	64.39	32,596.22
182-000-1110	CASH-DANIELSON/OTHERTRU	280.79	247,215.86
183-000-1110	CASH-LIB BLDG TRUST	.39	197.28
184-000-1110	CASH-TREES FOREVER	9.09	4,601.22
185-000-1110	CASH-4TH OF JULY	14.85	7,514.90
186-000-1110	CASH-COMM BAND	2.47	1,248.84
180-000-1110	CASH-DEBT SERVICE	362,595.96	722,223.09
181-000-1110	CASH-CITY HALL/PUBLIC S	1.17	591.98
182-000-1110	CASH-LIBRARY BLDG	66,665.20	82,140.47
184-000-1110	CASH-SC/FIELDHOUSE	166,397.42-	3,763,865.36
187-000-1110	CASH-SIDEWALKIMPROVEMEN	188.93	95,637.11
180-000-1110	CASH-2021STS PROJ 11TH/S14	3,254.11-	671,290.62-
181-000-1110	CASH-2019 CIP WORK	3,068.13	1,553,096.02
185-000-1110	CASH-CBD DOWNTOWN IMPR		119,811.46-
181-000-1110	CASH-TRAIL CIP PROJECTS	775.94	392,785.26
182-000-1110	CASH-ARP FUNDS	1,983.68	1,004,144.82
183-000-1110	CASH-2017STS,WTR,WWT,STM PROJ		221.00-

CITY OF NEVADA
BALANCE SHEET
CALENDAR 10/2022, FISCAL 4/2023

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
500-000-1110	CASH-PERPETUAL CARE	990.00	163,511.58
501-000-1110	CASH-HATTERY		5,000.00
600-000-1110	CASH-WATER O&M	161,143.63	2,662,154.65
601-000-1110	CASH-WATER DEPOSITS	493.25	86,284.33
502-000-1110	CASH-WATER PLANT UPGRADE RSRV	2,973.40	1,505,141.90
505-000-1110	CASH-WATER 2012C BOND		663,866.73
507-000-1110	CASH-WTR CAPITAL REVOLV	961.02	486,470.60
508-000-1110	CASH-JORDAN WELL PROJ		47,820.50-
510-000-1110	CASH-WASTEWATER O&M	175,704.98	2,200,126.25
511-000-1110	CASH-SEWER REVOLVING	1,832.47	927,603.86
515-000-1110	CASH-SEWER CONSTRUCTION	20,220.34	3,107,197.76
516-000-1110	CASH-WWT CIP	3,617,598.74	462,992.56-
517-000-1110	CASH-WWT CAPITAL	8,934.64-	391,804.78
518-000-1110	CASH-SRF SPONSORED PROJECT	10,840.50-	256,997.68-
70-000-1110	CASH-GARBAGE UTILITY	6,335.02	5,897.27-
40-000-1110	CASH-STORM WATER UTILIT	14,632.30	952,420.20
10-000-1139	RESERVE-PARK & RECREATI	282.52	143,011.69
10-000-1140	RESERVE-LIBRARY	94.82	48,000.15
10-000-1141	RESERVE-CEMETERY	209.41	106,004.40
10-000-1142	RESERVE-FINANCE	746.50	377,879.76
10-000-1143	RESERVE-FIRE	57,362.39	471,097.79
10-000-1144	RESERVE-POLICE	529.14	267,850.86
10-000-1146	RESERVE-PLANNING & ZONI	79.29	40,138.39
10-000-1147	RESERVE-GATES HALL	109.30	55,327.02
10-000-1148	RESERVE-TECHNOLOGY	1,273.91-	2,172.80
12-000-1110	CASH-FLEXIBLE BENEFITS	2,314.75-	24,248.69
30-000-1110	CASH-SICK & VACATION	616.22	311,931.65
	CASH TOTAL	5,613,751.75	33,420,632.08
11-000-1120	PETTY CASH - LIBRARY		75.00
10-000-1120	PETTY CASH - CITY HALL		600.00
	PETTY CASH TOTAL	.00	675.00
2-000-1168	COUNTY FOUNDATION INVES		90,679.33
	SAVINGS TOTAL	.00	90,679.33
	TOTAL CASH	5,613,751.75	33,511,986.41

CITY OF NEVADA
BUDGET REPORT
CALENDAR 10/2022, FISCAL 4/2023

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	PERCENT EXPENDED	33.3% UNEXPENDED
	POLICE TOTAL	1,264,543.00	104,372.10	490,774.23	38.81	773,768.77
	POLICE-OFFICE TOTAL	137,518.00	9,594.11	43,471.41	31.61	94,046.59
	EMERGENCY MANAGEMENT TOTAL	1,300.00	90.90	398.26	30.64	901.74
	FLOOD CONTROL TOTAL	27,600.00	3,241.12	11,906.80	43.14	15,693.20
	FIRE TOTAL	205,828.00	12,016.41	102,720.57	49.91	103,107.43
	AMBULANCE TOTAL	32,700.00	197.33	7,123.43	21.78	25,576.57
	BUILDING INSPECTIONS TOTAL	59,030.00	3,596.75	16,213.48	27.47	42,816.52
	ANIMAL CONTROL TOTAL	4,500.00	341.00	978.80	21.75	3,521.20
	ANIMAL CONTROL-OWNER TOTAL	1,500.00	216.10	626.00	41.73	874.00
	PUBLIC SAFETY TOTAL	1,734,519.00	133,665.82	674,212.98	38.87	1,060,306.02
	ROADS, BRIDGES, SIDEWALKS TOTAL	687,319.00	33,632.17	220,759.80	32.12	466,559.20
	STREET LIGHTING TOTAL	137,000.00	9,197.73	39,136.39	28.57	97,863.61
	TRAFFIC CONTROL & SAFETY TOTAL	500.00	.00	.00	.00	500.00
	PAVEMENT MARKINGS TOTAL	15,000.00	.00	9,773.52	65.16	5,226.48
	SNOW REMOVAL TOTAL	77,275.00	126.72	644.30	.83	76,630.70
	TREES & WEEDS TOTAL	50,000.00	.00	351.87	.70	49,648.13
	PUBLIC WORKS TOTAL	967,094.00	42,956.62	270,665.88	27.99	696,428.12
	WATER,AIR,MOSQUITO CONTROL TOTAL	13,000.00	.00	.00	.00	13,000.00
	OTHER HEALTH/SOCIAL SERVICES TOTAL	40,000.00	.00	.00	.00	40,000.00
	HEALTH & SOCIAL SERVICES TOTAL	53,000.00	.00	.00	.00	53,000.00
	LIBRARY TOTAL	461,441.00	32,393.42	166,592.03	36.10	294,848.97
	LIBRARY-DONATED TOTAL	34,000.00	841.59	4,557.45	13.40	29,442.55
	LIBRARY-STATE INFRASTRUCTURE TOTAL	23,000.00	1,145.25	7,664.84	33.33	15,335.16
	MUSEUM/BAND/THEATRE TOTAL	1,000.00	.00	920.00	92.00	80.00
	PARKS TOTAL	130,068.00	8,911.93	59,657.69	45.87	70,410.31
	PARK MAINTENANCE TOTAL	378,576.00	17,470.61	123,830.58	32.71	254,745.42
	PARKS-ATHLETIC FIELDS TOTAL	20,000.00	1,752.00	8,755.20	43.78	11,244.80
	TRAIL SYSTEM-BIKE/WALK TOTAL	15,000.00	.00	.00	.00	15,000.00
	FOUR-PLEX COMPLEX TOTAL	49,617.00	540.68	14,346.54	28.91	35,270.46
	POOL TOTAL	255,436.00	5,785.52	174,016.86	68.13	81,419.14
	RECREATION TOTAL	75,913.00	4,423.82	27,199.45	35.83	48,713.55
	ADULT SOFTBALL TOTAL	1,819.00	.00	123.31	6.78	1,695.69
	COMMUNITY HEALTH/WEELNESS TOTAL	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	8,219.16	51,170.64	25.52	149,329.36
	COMMUNITY CTR/ZOO/MARINA TOTAL	126,080.00	7,902.63	35,781.91	28.38	90,298.09
	SENIOR COMMUNITY CENTER TOTAL	7,497.00	333.84	2,733.00	36.45	4,764.00
	FIELDHOUSE TOTAL	210,000.00	.00	.00	.00	210,000.00
	BASEBALL SOFTBALL TOTAL	41,685.00	5.00	3,101.33	7.44	38,583.67
	YOUTH BASKETBALL TOTAL	10,890.00	4,535.00	4,535.00	41.64	6,355.00
	VOLLEYBALL TOTAL	1,892.00	575.90	1,717.04	90.75	174.96

CITY OF NEVADA
BUDGET REPORT
CALENDAR 10/2022, FISCAL 4/2023

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	PERCENT EXPENDED	33.3% UNEXPENDED
	FLAG FOOTBALL TOTAL	6,395.00	3,335.49	5,930.87	92.74	464.13
	HALLOWEEN TOTAL	250.00	.00	.00	.00	250.00
	JR THEATRE/FESTIVAL TREES TOTA	2,787.00	684.23	684.23	24.55	2,102.77
	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	98,846.07	699,312.97	33.77	1,371,483.03
	ECONOMIC DEVELOPMENT TOTAL	487,614.00	25,000.00	28,637.43	5.87	458,976.57
	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	32,232.32	77,421.34	35.84	138,608.66
	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	.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	57,232.32	124,764.52	15.51	679,779.48
	MAYOR/COUNCIL/CITY MGR TOTAL	9,231.00	2,351.75	9,268.22	100.40	37.22-
	COUNCIL TOTAL	10,423.00	.00	4.00	.04	10,419.00
	CITY ADMINISTRATOR TOTAL	44,300.00	9,090.53	22,725.58	51.30	21,574.42
	CLERK/TREASURER/ADM TOTAL	490,817.00	21,842.99	130,539.48	26.60	360,277.52
	LEGAL SERVICES/ATTORNEY TOTAL	113,700.00	7,375.00	58,965.00	51.86	54,735.00
	CITY HALL/GENERAL BLDGS TOTAL	129,292.00	9,689.34	43,074.59	33.32	86,217.41
	TORT LIABILITY TOTAL	56,160.00	.00	70,173.00	124.95	14,013.00-
	OTHER GENERAL GOVERNMENT TOTA	14,000.00	604.60	3,449.56	24.64	10,550.44
	GENERAL GOVERNMENT TOTAL	867,923.00	50,954.21	338,199.43	38.97	529,723.57
	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/WWT/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	3,254.11	284,476.01	11.29	2,235,523.99
	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	173,832.90	484,935.69	10.45	4,155,064.31
	CAPITAL PROJECTS TOTAL	7,270,000.00	177,087.01	769,411.70	10.58	6,500,588.30

CITY OF NEVADA
BUDGET REPORT
CALENDAR 10/2022, FISCAL 4/2023

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	PERCENT EXPENDED	33.3% UNEXPENDED
	WTR 2012C BOND TOTAL	463,900.00	.00	.00	.00	463,900.00
	WWT DEBT TOTAL	925,660.00	.00	100,000.00	10.80	825,660.00
	WATER TOTAL	50,490.00	.00	11,853.88	23.48	38,636.12
	WATER-PLANT/PUMPS TOTAL	927,753.00	66,450.01	316,762.78	34.14	610,990.22
	WATER-LINES-INST & O&M TOTAL	79,065.00	4,206.22	18,169.78	22.98	60,895.22
	WATER ACCOUNTING TOTAL	364,591.00	29,414.01	107,933.67	29.60	256,657.33
	WASTEWATER PLANT TOTAL	678,724.00	49,956.12	226,197.78	33.33	452,526.22
	WASTSEWATER COLLECTION TOTAL	33,404,246.00	2,945,277.42	9,917,376.93	29.69	23,486,869.07
	WASTEWATER ACCOUNTING TOTAL	245,530.00	17,384.05	75,800.84	30.87	169,729.16
	LANDFILL/GARBAGE TOTAL	73,700.00	54.32	36,519.02	49.55	37,180.98
	STORM WATER TOTAL	60,900.00	2,266.57	4,751.57	7.80	56,148.43
	ENTERPRISE FUNDS TOTAL	37,274,559.00	3,115,008.72	10,815,366.25	29.02	26,459,192.75
	TRANSFERS IN/OUT TOTAL	4,525,894.00	.00	2,817,060.00	62.24	1,708,834.00
	TRANSFER OUT TOTAL	4,525,894.00	.00	2,817,060.00	62.24	1,708,834.00
	TOTAL EXPENSES	57,349,492.00	3,675,750.77	16,508,993.73	28.79	40,840,498.27

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	PCT OF YTD BALANCE	FISCAL YTD PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	4,014,915.00	1,075,176.00	1,622,485.23	40.41	2,392,429.77
	HOTEL MOTEL TOTAL	9,025.00	26.87	1,634.59	18.11	7,390.41
	ROAD USE TAX TOTAL	932,501.00	79,763.47	332,297.40	35.64	600,203.60
	EMPLOYEE BENEFITS TOTAL	476,409.00	218,887.07	261,305.43	54.85	215,103.57
	RUT CAPITAL TOTAL	200,200.00	859.55	202,002.61	100.90	1,802.61-
	EMERGENCY FUND TOTAL	77,965.00	29,861.68	35,505.35	45.54	42,459.65
	LOCAL OPTION SALES TAX TOTAL	980,500.00	57,375.04	438,727.97	44.75	541,772.03
	TAX INCREMENT FINANCING TOTAL	564,561.00	214,622.98	257,733.08	45.65	306,827.92
	LMI-SUBFUND TOTAL	75,880.00	.00	.00	.00	75,880.00
	RESTRICTED GIFTS TOTAL	5.00	5.79	15.68	313.60	10.68-
	CEMETARY CIP/LAND TOTAL	20.00	52.74	142.84	714.20	122.84-
	LIBRARY TRUST TOTAL	8,620.00	43.36	1,017.79	11.81	7,602.21
	FIRE TRUST TOTAL	30.00	34.77	94.19	313.97	64.19-
	SCORE-UNDESIGNATED TOTAL	10.00	11.34	30.71	307.10	20.71-
	SCORE O&M TOTAL	5.00	.53	1.42	28.40	3.58
	NORTH STORY BASEBALL TOTAL	24,000.00	5.36	15.01	.06	23,984.99
	SENIOR CENTER TRUST TOTAL	710.00	19.47	52.74	7.43	657.26

CITY OF NEVADA
REVENUE REPORT
CALENDAR 10/2022, FISCAL
BUDGET
ESTIMATE

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 10/2022, FISCAL BUDGET ESTIMATE	4/2023 MTD BALANCE	PCT OF FISCAL YTD BALANCE	FISCAL YTD PERCENT RECVD	33.3% UNCOLLECTED
	GATES HALL PIANO TOTAL	10.00	37.87	102.57	1,025.70	92.57-
	ASSET FORFEITURE TOTAL	10.00	24.28	65.76	657.60	55.76-
	PARK OPEN SPACE TOTAL	23,550.00	14,675.31	19,629.89	83.35	3,920.11
	COLUMBARIAN MAINTENANCE TOTAL	220.00	69.21	86.94	39.52	133.06
	TRAIL MAINTENANCE TOTAL	20,020.00	64.39	20,141.52	100.61	121.52-
	DANIELSON TRUST TOTAL	200.00	488.37	1,723.75	861.88	1,523.75-
	LIB BLDG TRUST TOTAL	100.00	.39	1.06	1.06	98.94
	TREES FOREVER TOTAL	10.00	9.09	24.62	246.20	14.62-
	4TH OF JULY TRUST TOTAL	2,010.00	14.85	2,537.72	126.25	527.72-
	COMMUNITY BAND TOTAL	1,000.00	2.47	107.01	10.70	892.99
	DEBT SERVICE TOTAL	1,800,614.00	362,595.96	431,266.14	23.95	1,369,347.86
	CH CAMPUS PROJ TOTAL	.00	1.17	3.17	.00	3.17-
	LIBRARY ADDITION TOTAL	101,683.00	66,665.20	79,272.16	77.96	22,410.84
	SC/FIELDHOUSE TOTAL	4,570,000.00	7,435.48	21,121.28	.46	4,548,878.72
	SIDEWALK IMPROVEMENTS TOTAL	30,000.00	188.93	20,478.83	68.26	9,521.17
	2019 CIP WORK TOTAL	.00	3,068.13	8,309.95	.00	8,309.95-
	CBD DOWNTOWN IMPR TOTAL	2,000.00	.00	.00	.00	2,000.00

CITY OF NEVADA
REVENUE REPORT
CALENDAR 10/2022, FISCAL
BUDGET
ESTIMATE

4/2023
MTD
BALANCE

PCT OF FISCAL YTD
YTD PERCENT
BALANCE RECVD

33.3%
UNCOLLECTED
Page 3
OPER: KW

ACCOUNT NUMBER	ACCOUNT TITLE					
	TRAIL CIP RESERVE PROJTS TOTA	71,000.00	775.94	2,101.63	2.96	68,898.37
	ARP FUNDS TOTAL	1,097,515.00	1,983.68	504,058.17	45.93	593,456.83
	PERPETUAL CARE TOTAL	3,800.00	990.00	1,690.00	44.47	2,110.00
	WATER TOTAL	2,377,743.00	259,962.12	988,433.01	41.57	1,389,309.99
	WATER DEPOSITS TOTAL	25,000.00	1,745.00	7,070.00	28.28	17,930.00
	WATER PLANT UPGRADE RSRV TOTA	200,500.00	2,973.40	207,724.57	103.60	7,224.57-
	WATER 2012C/2020B BOND TOTAL	463,900.00	.00	463,900.00	100.00	.00
	WATER CAPITAL REVOLVING TOTAL	125,500.00	961.02	127,420.23	101.53	1,920.23-
	SEWER TOTAL	2,456,951.00	236,102.37	878,002.11	35.74	1,578,948.89
	SEWER SRF REVOLVING TOTAL	924,160.00	1,832.47	927,603.86	100.37	3,443.86-
	SEWER CONSTRUCTION TOTAL	320,500.00	20,220.34	321,452.33	100.30	952.33-
	SEWER CAP IMP PROJECT TOTAL	31,115,500.00	6,549,269.79	9,922,451.83	31.89	21,193,048.17
	SEWER EQUIP REVOLVING TOTAL	60,300.00	774.01	62,030.57	102.87	1,730.57-
	SRF SPONSORED PROJECT TOTAL	2,200,000.00	.00	.00	.00	2,200,000.00
	LANDFILL/GARBAGE TOTAL	73,700.00	6,389.34	24,630.51	33.42	49,069.49
	STORM WATER TOTAL	171,900.00	16,898.87	64,108.77	37.29	107,791.23
	REVOLVING FUND TOTAL	464,500.00	59,417.66	481,548.71	103.67	17,048.71-

CITY OF NEVADA
REVENUE REPORT
CALENDAR 10/2022, FISCAL 4/2023
BUDGET
ESTIMATE

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	PCT OF FISCAL YTD BALANCE	FISCAL YTD PERCENT RECVD	33.3% UNCOLLECTED
	FLEX BENEFIT REVOLVING TOTAL	.00	542.16	8,053.24	.00	8,053.24-
	OTHER INTERNAL SERV FUND TOTA	500.00	616.22	1,669.01	333.80	1,169.01-
	TOTAL REVENUE BY FUND	=====	=====	=====	=====	=====
		56,069,752.00	9,293,541.51	18,751,882.96	33.44	37,317,869.04
		=====	=====	=====	=====	=====

WELLNESS PROGRAM REWARDS/INCENTIVES January 1, 2023 – December 31, 2023

All permanent part-time and full-time employees are encouraged to participate in an incentive program, whereby successful completion of the required action items each year would result in the following incentives:

All employees who sign the City's wellness pledge on or before January 1, 2023, will be eligible in receiving incentives.

Wellness Incentive Program

1. Wellness Reimbursement

Upon verification that each individual activity has been completed, the following reimbursement will be provided within 30 days:

a. Annual Physical (including appropriate follow-up and age-appropriate screening, such as Colonoscopy, Mammogram, PSA Test, or other cancer screening test)	\$100
b. Annual Blood Screening	\$50
c. Annual Dental Exam	\$50
Total	\$200

- **Bonus:** If an employee completes all three segments of the above wellness plan, they will receive an additional **\$100**.

d. Annual Vision Exam	\$50
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- **Extra Bonus:** If an employee completes Wellness Items #1 through #3 above and #4 vision exam; the employee will be able to **convert two (2) sick days to one (1) personal day or receive an additional \$50**. There must be at least 10 sick days left in your account after the conversion. The employee will receive a voucher for the day off and will have until June 30, 2023 to take the day off.

e. Vaccination Benefit	
• Proof of COVID vaccination (must present card)	\$50
• Proof of Flu vaccination (must present proof of)	\$24

The employee will complete the verification form with physician's signature, an Insurance EOB (Explanation of Benefits) or a Doctor's note and present it to payroll by the end of the year to request a reimbursement.

2. Major Lifestyle Change

All employees who consult with the Wellness representative (*Erin Mousel*) on or before January 1, 2023, to provide their goal to make a major lifestyle change (for example: quit tobacco use, no longer need blood pressure medication to maintain a healthy blood pressure, start an exercise program, have significant weight loss, or other significant lifestyle change approved by the representative) may receive **eight hours of paid leave** (or one paid wellness day) per calendar year, subject to department head approval. The employee may be eligible for this reward after May 1st. If the employee does not follow

through with the annual obligation after receiving the benefit, he or she will not be eligible for any incentives the following year.

3. Volunteerism

All **full-time** employees can elect to volunteer for a non-profit organization up to thirty (30) hours per calendar year. All permanent **part-time** employees can elect to volunteer for a non-profit organization up to sixteen (16) hours per calendar year. The volunteer time can take place during normal business hours with prior approval from their supervisor. If the volunteer hours are outside of the normal work hours, the employee can elect to take the same number of hours off duty with pay with prior approval from their supervisor. Volunteer hours earned off duty must be used off in the same calendar year they were earned.

Examples:

- John volunteers at the Nevada Middle School from 1:00 pm to 3:30 pm for a field trip, pending approval from his supervisor. John would be paid his regular hourly rate for the 2.5 hours he was volunteering for the Nevada Public School.
- Sally volunteers for the Lincoln Highway Days 5-K Run on Friday evening from 6:00 pm until 8:00 pm. Sally would be able to take 2 hours off work at a later date, pending supervisor approval.

4. Fitness

A. Work out at a Story County fitness center at least 8 times per month for a minimum of 30 minutes of exercise or weight training from January 1, 2023 – December 31, 2023, and you can request reimbursement after each month up to the amount of \$25 per month to be applied toward a fitness membership.

B. In lieu of requesting reimbursement each month for attending a fitness center, an employee may participate in a bike, run, walk, golf or softball events, verify paid entry/registration and request reimbursement after each event up to the amount of \$300 per year.

Note: This program and these rewards/incentives are for this year's program; therefore, these rewards/incentives are subject to change and may not be offered during next year's program. In addition, employees who do not take the wellness pledge are not eligible for any rewards or incentives.

Additional Incentive

1. Any full or part time employee who completes any three (3) Wellness Program activities (1-4) will receive a Participation Day Incentive, allowing that employee to take a day off equivalent to their typical hourly day. Participation Days expire at the beginning of a fiscal year the following year after your day is received. An employee is allowed to roll over one (1) Participation Day and bank up to two (2) participation days. (*Payouts will not be given for a Participation day*)

Examples:

- John went to the dentist, volunteered and participated in Fitness on December 21, 2020, He received \$50 and a Participation Day which will expire on June 30, 2021.
- John has one (1) Participation Day he received on December 21, 2020. He went and had his annual blood draw, participated in a major lifestyle change and volunteered in January, 2021. He now will receive \$50 as well as another Participation Day. *(Because this is a new year, he is allowed to roll over his existing Participation Day and receive an additional Participation day because of a new year).*
- Sally has two (2) participation days and is concerned she will not have an opportunity to use both before the end of the fiscal year. *(Sally would be allowed to roll-over one (1) of her Participation days in to the following year).*



Annual DENTAL Verification

PLEASE PRINT	
Employee Name	Date of Exam
Physician's Name	Phone

Remember to have your provider code this as your annual dental exam

I am verifying that I obtained an annual dental exam to meet the City of Nevada's Wellness Program requirements in 2023. I understand that to be eligible for any rewards/incentives, I, as a member of the City of Nevada Wellness Program, must complete an annual dental exam (among other things) between **January 1, 2023 – December 31, 2023.**

Employee Signature

Date

The City of Nevada acknowledges the physician must determine what examinations and tests are indicated for the patient based on medical standards of care and the patient's personal health history.

I hereby attest and agree that the above patient was given a thorough dental examination compliant with the standards of care applicable to his/her age, gender, and personal health history.

Physician Signature

Date

Please return to Payroll



Annual VISION Verification

PLEASE PRINT	
Employee Name	Date of Exam
Physician's Name	Phone

Remember to have your provider code this as your annual vision exam

I am verifying that I obtained an annual vision exam to meet the City of Nevada's Wellness Program requirements in 2023. I understand that to be eligible for any rewards/incentives, I, as a member of the City of Nevada Wellness Program, must complete an annual vision exam (among other things) between **January 1, 2023 – December 31, 2023.**

Employee Signature	Date
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The City of Nevada acknowledges the physician must determine what examinations and tests are indicated for the patient based on medical standards of care and the patient's personal health history.

I hereby attest and agree that the above patient was given a thorough vision examination compliant with the standards of care applicable to his/her age, gender, and personal health history.

Physician Signature	Date
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Please return to Payroll



Annual PHYSICAL Verification

PLEASE PRINT	
Employee Name	Date of Physical
Physician's Name	Phone

Remember to have your provider code this as your annual preventative physical.

I am verifying that I obtained an annual physical to meet the City of Nevada's Wellness Program requirements in 2023. I understand that to be eligible for any rewards/incentives, I, as a member of the City of Nevada Wellness Program, must complete an annual physical (among other things) between **January 1, 2023 – December 31, 2023**.

Employee Signature	Date
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The City of Nevada acknowledges the physician must determine what examinations and tests are indicated for the patient based on medical standards of care and the patient's personal health history. Generally, well exams include weight and blood pressure checks, ear-nose-and-throat exams, and basic blood tests.

I hereby attest and agree that the above patient was given a thorough

☐ physical examination and/or

☐ blood work

compliant with the standards of care applicable to his/her age, gender, and personal health history.

Physician Signature	Date
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Please return to Payroll
City of Nevada
1209 6th Street, PO Box 530
Nevada IA 50201
PH: 515-382-5466/FX: 515-382-4502



Volunteerism Verification Form

Employee: _____

Volunteer Date(s): _____

Total Hours: _____

Organization: _____

Organization Representative Signature

Date

Employee Signature

Date

Please Return to your Direct Supervisor
City of Nevada

Volunteerism Verification Form

Employee: _____

Volunteer Date(s): _____

Total Hours: _____

Organization: _____

Organization Representative Signature

Date

Employee Signature

Date

Please Return to your Direct Supervisor
City of Nevada

CITY OF NEVADA
BOARD/COMMISSION MEETINGS
CALENDAR YEAR 2023

Item # 5F
Date: 11-28-22

CITY COUNCIL 2ND & 4TH MONDAYS CITY HALL - 6:00 PM
*Budget Mtg
MEETING DATE
01/09/23
*1/23/2023
02/13/23
02/27/23
03/13/23
03/27/23
04/10/23
04/24/23
05/08/23
05/22/23
06/12/23
06/26/23
07/10/23
07/24/23
08/14/23
08/28/23
09/11/23
09/25/23
10/09/23
10/23/23
11/13/23
11/27/23
12/11/23
12/25/2023 CANCELLED

PLANNING & ZONING 1ST MONDAY CITY HALL - 6:15 PM
MEETING DATE
<i>Tuesday 1/3/2023</i>
02/06/23
03/06/23
04/03/23
05/01/23
06/05/23
07/03/23
08/07/23
<i>Tuesday 9/5/2023</i>
10/02/23
11/06/23
12/04/23

BOARD OF ADJUSTMENT TUESDAY AFTER 2ND MONDAY 10:00 AM - IF NEEDED	
PUBLICATION DEADLINE	MEETING DATE
12/22/22	01/10/23
01/26/23	02/14/23
02/23/23	03/14/23
03/23/23	04/11/23
04/20/23	05/09/23
05/25/23	06/13/23
06/29/23	07/11/23
07/27/23	08/15/23
08/24/23	09/12/23
09/21/23	10/10/23
10/26/23	11/14/23
11/23/23	12/12/23

HISTORIC PRESERVATION COMMISSION		
2nd Wednesday, Odd Months, 5:30 PM		
01/11/23		07/12/23
03/15/23		09/13/23
05/10/23		

**Bold/Italic - Not
normal dates**

LIBRARY BOARD 3RD MON 5:00 PM
01/16/23
02/21/23
03/20/23
04/17/23
05/15/23
06/19/23
07/17/23
08/21/23
09/18/23
10/16/23
11/20/23
12/18/23

SENIOR COMMUNITY CENTER BOARD 4th Wednesday, As Needed, 8:30 a.m.
--

*Senior Center changed their dates
to , when needed

P&R BOARD 3RD WED 5:15 PM
01/18/23
02/15/23
03/15/23
04/19/23
05/17/23
06/21/23
07/19/23
08/16/23
09/20/23
10/18/23
11/15/23
12/20/23

*Historic Preservation changed
their date to Odd months

Tax Abatement List

<u>Last Name</u>	<u>First</u>	<u>Permit#</u>	<u>Address</u>	<u>Project</u>
1) Borton	James	BP2022-0025	901 S Glen Ave	New Home
2) Kelly	Lawrence	BP2018-0101	630 4 th Street	Home Remodel
3) Stalzer	Brian & Monika	BP2022-0026	251 W E Ave	New Garage
4) Tendall	Jessica	BP2022-0049	1335 2 nd Street	Addition

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.



NEVADA PUBLIC SAFETY DEPARTMENT

1209 6th Street - P.O. Box 530 Nevada, Iowa 50201 Tele: 515-382-4593



Ricardo Martinez II
Public Safety Director
Chief of Police

To: Mayor and City Council

From: Ricardo Martinez II, Public Safety Director/Chief of Police

Date: Tuesday, November 22nd, 2022

Ref: Special Report for City Council Meeting for Monday, November 14th, 2022

No Parking H Avenue

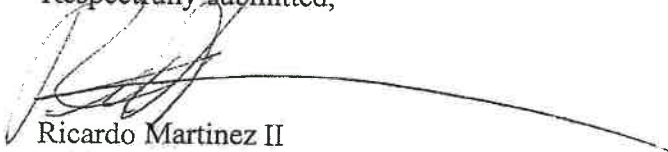
The current ordinance for H Avenue restricts parking on the south side of H Avenue from 10th Street to 13th Street {69.08(41)}. The proposed ordinance 1037 would restrict parking from 10th Street to 15th Street. There is no parking on the north side of H Avenue from 10th Street to 15th Street; there is however a bike lane on the north side of the street.

The review and further discussion of this proposed ordinance by City Council stemmed from a request from Jeff Sodt (1330 H Ave) in regards to an amendment to the new proposed ordinance. Mr. Sodt would like to see No Parking during school hours only. Mr. Sodt has visitors often and would like to see the availability for parking on nights and weekends. City Council discussed council's concerns and how this modification may relate to ensuring there was enough space for the bike lane.

The Command Staff of the Nevada Public Safety Department have discussed the proposed ordinance of restricted parking on H Avenue. The Command Staff includes the Director of Fire and EMS Ray Reynolds, and Sergeants Andrew Henderson, Chris Brandes, and Josh Cizmadia.

After some discussion, it is the opinion of the Nevada Public Safety Department to restrict parking as proposed in ordinance 1037, making no modification as proposed.

Respectfully submitted,


Ricardo Martinez II
Public Safety Director
Chief of Police

Item # 78
Date: 11-28-22

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:

City of Nevada
1209 6th Street
Nevada, IA 50201
FROM CONTRACTOR:
APC 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

PAGE ONE OF 8 PAGES

APPLICATION #: 5 Distribution to:
PERIOD TO: 10/31/22
PROJECT NOS:

	Owner
	Const. Mgr
X	Architect
	Contractor

CONTRACT DATE: 04/01/22

	Owner
	Const. Mgr
X	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-----	\$	
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	7,387,000.00
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)	\$	827,730.00

5. RETAINAGE:

a. 5.0% of Completed Work (Columns D+E on Continuation Sheet)	\$	34,921.95
b. 5.0% of Stored Material (Column F on Continuation Sheet)	\$	6,464.55
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet-----	\$	41,386.50

6. TOTAL EARNED LESS RETAINAGE-----
(Line 4 less Line 5 Total) \$ 786,343.50

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)-----	\$	567,984.10
8. CURRENT PAYMENT DUE-----	\$	218,359.40

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 6,600,656.50

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: [Signature] Date: Nov. 7, 2022

State of: Iowa
County of: Story
Subscribed and sworn to before me this 7th day of November, 2022

Notary Public: Julie A. Fitzgerald My Commission Expires: 07/02/23
JULIE A FITZGERALD
Commission Number 784873
My Commission Expires 7/2/23

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 \$ 218,359.40

(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 RMH Architects
By: [Signature] Date: 11/11/22
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: 5

APPLICATION DATE: 11/07/22

PERIOD TO: 31-Oct-22

OWNER'S PROJECT NO:

OWNER'S PROJECT NO:											
A		B	C	D		E	F	G		H	I
Item No.	Description of Work	CAT	Scheduled Value	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	
1	001100 - BONDS AND INSURANCE	LM	\$ 90,800	\$ 90,800			\$ 90,800	100%	\$ -	\$ 4,540	
2	011000 - GENERAL REQUIREMENTS	LM	\$ 107,300	\$ 21,865	\$ 5,500		\$ 27,365	26%	\$ 79,935	\$ 1,368	
3	015200 - CONSTRUCTION FACILITIES	L	\$ 144,800	\$ 20,340	\$ 6,500		\$ 26,840	19%	\$ 117,960	\$ 1,342	
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	\$ 47,518		\$ 103,300	100%	\$ -	\$ 5,165	
7	033000 - CAST-IN-PLACE - FOUNDATIONS	M	\$ 139,800	\$ 102,700	\$ 37,100		\$ 139,800	100%	\$ -	\$ 6,990	
8	033000 - CAST-IN-PLACE - SLAB ON GRADE	L	\$ 64,700				\$ -		\$ 64,700	\$ -	
9	033000 - CAST-IN-PLACE - SLAB ON GRADE	M	\$ 229,100			\$ 40,957	\$ 40,957	18%	\$ 188,143	\$ 2,048	
10	034113 - PRECAST CONCRETE HOLLOW CORE	L	\$ 65,100				\$ -		\$ 65,100	\$ -	
11	034113 - PRECAST CONCRETE HOLLOW CORE	M	\$ 99,500		\$ 75,600		\$ 75,600	70%	\$ 32,400	\$ 3,780	
12	042000 - UNIT MASONRY	L	\$ 108,000		\$ 20,090		\$ 20,090	70%	\$ 8,610	\$ 1,005	
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	\$ 3,500			\$ 3,500	2%	\$ 174,200	\$ 175	
16	051200 - STRUCT STEEL, METAL FAB & STAIR	L	\$ 177,700	\$ 6,000			\$ 6,000	2%	\$ 345,100	\$ 300	
17	051200 - STRUCT STEEL, METAL FAB & STAIR	M	\$ 351,100				\$ -		\$ 351,100	\$ -	
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	\$ 300,987	\$ 192,308	\$ 40,957	\$ 534,252	26%	\$ 1,512,448	\$ 26,713	

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:
NEVADA FIELD HOUSE 2022

Page 3 of 8 Pages
APPLICATION NUMBER: 5
APPLICATION DATE: 11/07/22
PERIOD TO: 31-Oct-22
ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	CAT	C Scheduled Value	D		E	F Materials Presently Stored (Not In D or E)	G		H		I Retainage
				From Previous Application (D + E)	This Period			Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)		
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	\$ 300,987	\$ 192,308	\$ 40,957	\$ 534,252	18%	\$ 2,412,648	\$ 26,713		

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:

NEVADA FIELD HOUSE 2022

Page 4 of 8 Pages

APPLICATION NUMBER: 5

APPLICATION DATE: 11/07/22

PERIOD TO: 31-Oct-22

ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	CAT	C Scheduled Value	D Work Completed		E This Period	F Materials Presently Stored (Not in D or E)	G		H Balance To Finish (C - G)	I Retainage
				From Previous Application (D + E)				Total Completed And Stored To Date (D + E + F)	% (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	101400 - SIGNAGE	M	\$ 17,400					\$ -		\$ 17,400	\$ -
71	102113.17 - PHENOLIC TOILET COMPARTMENTS	L	\$ 11,600					\$ -		\$ 11,600	\$ -
72	102113.17 - PHENOLIC TOILET COMPARTMENTS	M	\$ 2,400					\$ -		\$ 2,400	\$ -
73	102600 - WALL AND DOOR PROTECTION	L	\$ 1,600					\$ -		\$ 1,600	\$ -
74	102600 - WALL AND DOOR PROTECTION	M	\$ 3,300					\$ -		\$ 3,300	\$ -
75	102800 - TOILET ACCESSORIES	L	\$ 3,961,500	\$ 300,987	\$ 192,308	\$ 40,957	\$ 534,252	13%		\$ 3,427,248	\$ 26,713
SUBTOTALS PAGE 4											

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION
PROJECT:

Page 5 of 8 Pages
APPLICATION NUMBER: 5
APPLICATION DATE: 7-Nov-22
PERIOD TO: 31-Oct-22
ARCHITECTS' PROJECT NO:

A Item No.	B Description of Work	CAT	C Scheduled Value	D		E This Period	F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
				From Previous Application (D + E)	Completed			Total Completed And Stored To Date (D + E + F)	% (G/C)		
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		\$ 21,330			\$ 21,330	18%	\$ 97,170	\$ 1,067
92	221005 - PLUMBING PIPING & PIPING	M	\$ 69,900		\$ 15,000	\$ 40,920		\$ 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	\$ 303,287	\$ 228,638	\$ 81,877	\$ 613,802	10%	\$ 5,656,398	\$ 30,690

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION
PROJECT:

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APPLICATION NUMBER: 5

APPLICATION DATE: 7-Nov-22

PERIOD TO: 31-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		H Balance To Finish (C - G)	I Retainage
				From Previous Application (D + E)	This Period		Completed And Stored 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				-		\$ 44,300	-
110	233300 - AIR DUCT ACCESSORIES	L	\$ 2,500			\$ 35,414	35,414	80%	\$ 8,886	1,771
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			8,960	80%	\$ 2,240	448
123	260500 - BASIC ELECTRICAL REQUIREMENTS	M	\$ 6,400		\$ 5,120		5,120	80%	\$ 1,280	256
124	260519 - LOW-VOLTAGE CONDUCTORS & CABL	L	\$ 44,900				-		\$ 44,900	-
125	260519 - LOW-VOLTAGE CONDUCTORS & CABL	M	\$ 33,800				-		\$ 33,800	-
	SUBTOTALS PAGE 6		\$ 6,767,700	\$ 305,287	\$ 240,718	\$ 129,291	\$ 675,296	10%	\$ 6,092,404	\$ 33,765

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION
PROJECT:

Page 7 of 8 Pages

APPLICATION NUMBER: 5

APPLICATION DATE: 7-Nov-22

PERIOD TO: 31-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												
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		\$ 100		100	2%	\$ 4,900	\$ 5							
129	260529 - HANGERS AND SUPPORTS FOR ELECT	M	\$ 1,000		\$ 20		20	2%	\$ 980	\$ 1							
130	260533.13 - CONDUIT FOR ELECTRICAL SYSTE	L	\$ 74,900		\$ 1,500		1,500	2%	\$ 73,400	\$ 75							
131	260533.13 - CONDUIT FOR ELECTRICAL SYSTE	M	\$ 21,500		\$ 429		429	2%	\$ 21,071	\$ 21							
132	260533.16 - BOXES FOR ELECTRICAL	L	\$ 2,700		\$ 65		65	2%	\$ 2,635	\$ 3							
133	260533.16 - BOXES FOR ELECTRICAL	M	\$ 1,000		\$ 20		20	2%	\$ 980	\$ 1							
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		\$ 750		750	50%	\$ 750	\$ 38							
144	262701 - ELECTRICAL UTILITY SERVICES	M	\$ 2,500		\$ 1,250		1,250	50%	\$ 1,250	\$ 63							
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	\$ 305,287	\$ 244,852	\$ 129,291	\$ 679,430	10%	\$ 6,392,170	\$ 33,972							

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:

Page 8 of 8 Pages

APPLICATION NUMBER: 5

APPLICATION DATE: 7-Nov-22

PERIOD TO: 31-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		H Balance To Finish (C - G)	I Retainage
				From Previous Application (D + E)	This Period		Completed (D + E + F)	% (G/C)		
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			8,700	81%	\$ 2,000	\$ 435
157	312200 - GRADING	LM	\$ 55,900	\$ 34,400			34,400	62%	\$ 21,500	\$ 1,720
158	312316 - EXCAVATION	LM	\$ 12,900	\$ 12,900			12,900	100%	\$ -	\$ 645
159	312323 - FILL	LM	\$ 92,300	\$ 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	\$ 453,587	\$ 244,852	\$ 129,291	\$ 827,730	11%	\$ 6,559,270	\$ 41,387

Tabulation of Stored Materials

Contractor: HPC, L.L.C.
Application Date: 11/07/2022

Invoice No. (Materials Added)	Description of Material	(1) Materials Stored in Last Application		*(2) Material Added Since Last Application		(3) Materials Used Since Last Application		(4) Materials Stored in This Application	
		On-Site	Off-Site	On-Site	Off-Site	On-Site	Off-Site	On-Site	Off-Site
Logan (#A51168)	Welded Wire Mesh	\$0.00	\$40,957.50					\$0.00	\$40,957.50
Mechanical Sales #28427	Curbs	\$0.00	\$12,000.00					\$0.00	\$12,000.00
Maestic Metals #MSU-376597	Duct Coils	\$0.00	\$35,414.00					\$0.00	\$35,414.00
City Supply #S1751611 .001	Copper, PVC, Cast, Hangers	\$0.00	\$55,920.00				\$15,000.00	\$0.00	\$40,920.00
		\$0.00	\$0.00					\$0.00	\$0.00
		\$0.00	\$0.00					\$0.00	\$0.00
		\$0.00	\$0.00					\$0.00	\$0.00
		\$0.00	\$0.00					\$0.00	\$0.00
		\$0.00	\$0.00					\$0.00	\$0.00
		\$0.00	\$0.00					\$0.00	\$0.00
		\$0.00	\$0.00					\$0.00	\$0.00
		\$0.00	\$0.00					\$0.00	\$0.00
		\$0.00	\$0.00					\$0.00	\$0.00
		\$0.00	\$0.00					\$0.00	\$0.00
		\$0.00	\$0.00					\$0.00	\$0.00
		\$0.00	\$0.00					\$0.00	\$0.00
		\$0.00	\$0.00					\$0.00	\$0.00
		\$0.00	\$0.00					\$0.00	\$0.00
TOTAL		\$0.00	\$144,291.50	\$0.00	\$0.00	\$0.00	\$15,000.00	\$0.00	\$129,291.50

\$129,291.50

PARTIAL WAIVER OF LIEN

State of Iowa
County of Story

November 7, 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 \$173,832.90 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 *October 3, 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 7th day of November 2022

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

By: 

(Authorized Agent)

Witness: 

ORDINANCE NO. 1038 (2022/2023)

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF NEVADA, IOWA, BY REZONING THE PROPERTY AT 625 ACADEMY CIRCLE, OAK PARK ESTATES FROM R-4 (MULTIPLE FAMILY DWELLING DISTRICT) TO PUD (PLANNED UNIT DEVELOPMENT).

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

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

That part of the East 25 acres of the SE ¼ of the SE ¼ 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 ¼ of the NE ¼ 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 ½ of the SE ¼ 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 the Survey recorded June 9, 1992 in Book 10, Page 268 of the county records

and shall be rezoned from a "R-4" (Multiple Family Dwelling) District, to a "PUD" (Planned Unit Development) District.

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

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

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

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

PASSED AND APPROVED this 14th day of November, 2022, through the first reading.
PASSED AND APPROVED this ___ day of November, 2022, through the second reading
PASSED AND APPROVED this ___ day of December, 2022, through the third and final reading.
Enacted upon publication.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

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



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 County 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.

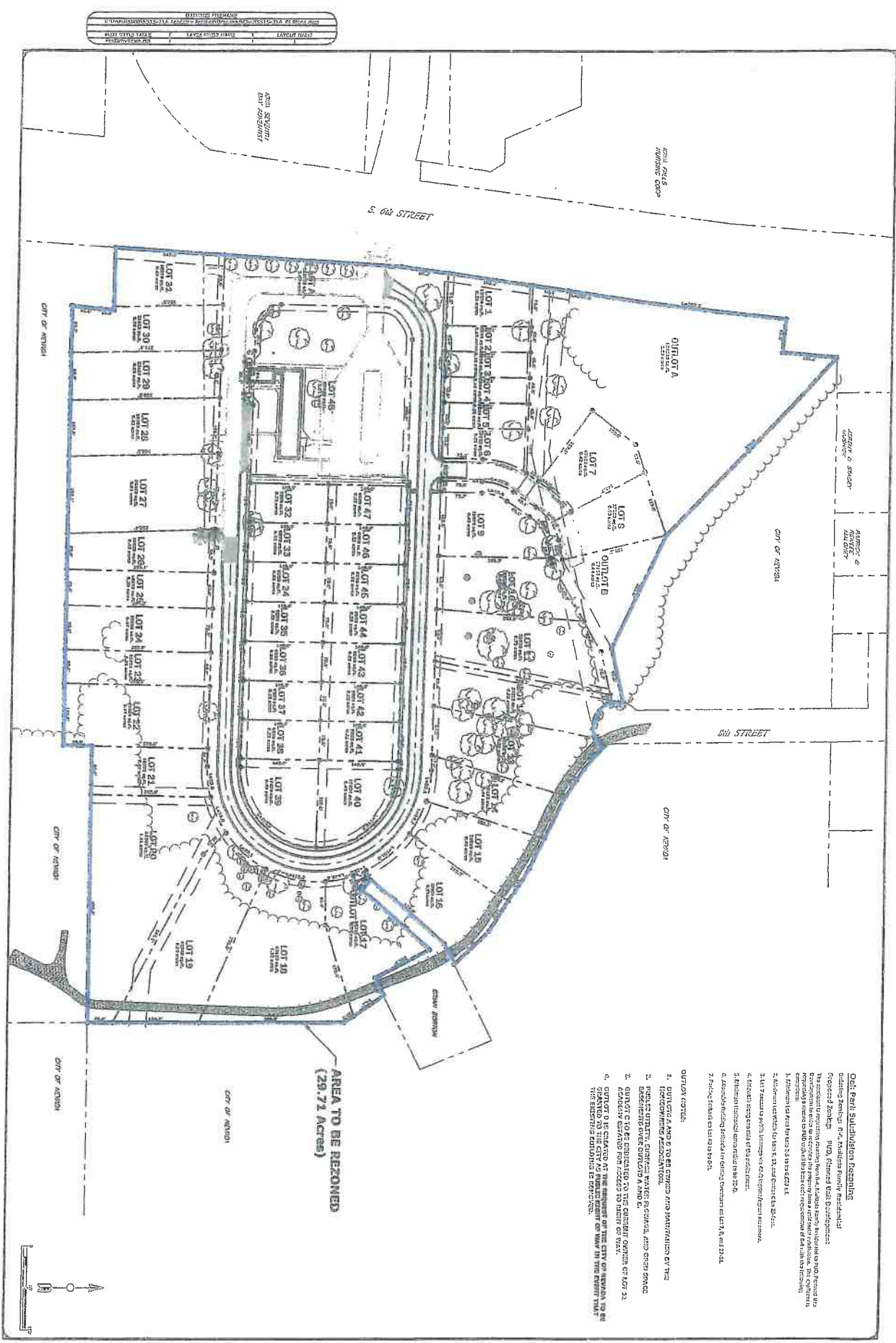
I (We) certify that I (we) am (are) familiar with applicable state and local codes and ordinances, the procedural requirements of the City of Nevada, and have submitted all the required information which is accurate, true and correct.

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)



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

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:

11/03/2022

and that the fees charged are legal.

Sworn to and subscribed before on 11/03/2022

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$43.50

Order No: 7971092

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

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

The City Council of the City of Nevada, Iowa, has received a recommendation from the Planning and Zoning Commission to approve a rezoning request from the property owner, Oak Park Estates, to amend the zoning ordinance of the City of Nevada, Iowa, by changing the zoning classification on the following described property, 625 Academy Circle, owned by them and located within the corporate limits of the City of Nevada, Iowa, from R-4 (Multiple Family Dwelling) 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 the Survey recorded June 9, 1992 in Book 10, Page 268 of the county records

The Planning and Zoning Commission of the City of Nevada, Iowa, held a public hearing on this request on the 10th day of October, 2022. It is their recommendation to approve the rezoning request.

The City Council of the City of Nevada, Iowa, will hold a public hearing on this request on the 14th day of November, 2022 at the City Council Meeting which is set to begin at 6:00 o'clock P.M., in the Nevada City Hall, 1209 Sixth Street, Nevada, Iowa, to consider the recommendation.

It is your right to attend this hearing and express your views concerning the proposed change, or you may submit your comments in writing to the City Clerk no later than 9:00 o'clock A.M. on the 14th day of November, 2022.

Kerin Wright
City Clerk

Published in the Nevada Journal on November 3, 2022 (1T)

ORDINANCE NO. 1039 (2022/2023)

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF NEVADA, IOWA, BY REZONING THE PROPERTY AT 2000 5TH STREET, FROM AR (AGRICULTURAL-RESIDENTIAL RESERVE DISTRICT) TO R-2 (SINGLE- AND TWO-FAMILY DWELLING DISTRICT).

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

SECTION 1. ZONING AMENDMENT. The Zoning Map of the City of Nevada, Iowa, is hereby amended by rezoning parcel of land owned by Henry Land II LLC, and located within the corporate limits of the City of Nevada, Iowa which 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 Story County, Iowa, and of Lot 1, Block 2, Dana's Addition to 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.

and shall be rezoned from an "AR" (Agricultural-Residential Reserve) District, to a "R-2" (Single- and Two-Family Dwelling) District.

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

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

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

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

PASSED AND APPROVED this 14th day of November, 2022, through the first reading.
PASSED AND APPROVED this ___ day of November, 2022, through the second reading
PASSED AND APPROVED this ___ day of December, 2022, through the third and final reading.
Enacted upon publication.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

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


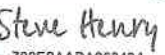
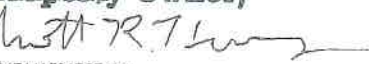
Address: 20965 650TH AVE, NEVADA, IA 50201
(Street) (City) (State) (Zip)

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.

DocuSigned by:

94E14A781ECF49D...
Signed by: _____ **Date:** 9/19/2022
Applicant)
(Note: ~~No other~~ signature may be substituted for the Property Owner's Signature)

702E9AADA06343A
and: _____ **Date:** 9/19/2022
(Property Owner)

94E14A781ECF49D...
and: _____ **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.

[illegible]

Brett

From: Don Arends <sdnera@yahoo.com>
Date: Monday, October 3, 2022 at 9:38 AM
To: Mayor Barker <mayor@cityofnevadaaiowa.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

Request for Information

Name

Matthew Vermillion

Phone

Email

Address/Location of Concern

2006 Jashalita DR

What would you like to know more about? Do you have a concern? What specific information are you requesting? Please explain below:

Hello,

About the proposed development west of Jashalita:

I like Don Arends ideas about adjusting the intersection to line up with the end of the Jashalita development, and the addition of a tree line on the development's east side. However, I would probably lean toward more of the development costs being shouldered by the development company. Overall, I'm proud of the work our city staff has done all over Nevada. And though I have a fiscal preference for developers bearing development costs, the attitude of growth and improvements around town has been great to watch. Thanks for your work.

What follow-up action would you like to see done? Your call returned? Please explain below:

No follow-up for me directly, just asking that you consider Don's points.

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:

11/03/2022

and that the fees charged are legal.

Sworn to and subscribed before on 11/03/2022

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$49.30

Order No: 7971136

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

#7971136 NOTICE OF REQUEST TO AMEND THE ZONING ORDINANCE OF NEVADA, IOWA

The City Council of the City of Nevada, Iowa, has received a recommendation from the Planning and Zoning Commission to approve a rezoning request from the property owner, HENRY LAND II LLC, to amend the zoning ordinance of the City of Nevada, Iowa, by changing the zoning classification on the following described property, 2000 5th Street, owned by them and located within the corporate limits of the City of Nevada, Iowa, from "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 1/2) of the Northeast Quarter (NE 1/4) and Lot Two (2) in the East Half (E 1/2) of the Northwest Quarter (NW 1/4) 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 1/2) of the Northeast Quarter (NE 1/4) and Lot Three (3) in the East Half (E 1/2) of the Northwest Quarter (NW 1/4) 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 1/2) of the Northeast Quarter (NE 1/4) and part of Lot Three (3) in the East Half (E 1/2) of the Northwest Quarter (NW 1/4) all in Section Six (6), Township Eighty-Three (83) North, Range Twenty-Two (22) West of the 5th PM, City of Nevada Story County, Iowa, and of Lot 1, Block 2, Dana's Addition to 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. 19-01880, Slide 629, Page 5.

The Planning and Zoning Commission of the City of Nevada, Iowa, held a public hearing on this request on the 10th day of October, 2022. It is their recommendation to approve the rezoning request.

The City Council of the City of Nevada, Iowa, will hold a public hearing on this request on the 14th day of November, 2022 at the City Council Meeting which is set to begin at 6:00 o'clock P.M., in the Nevada City Hall, 1209 Sixth Street, Nevada, Iowa, to consider the recommendation.

It is your right to attend this hearing and express your views concerning the proposed change, or you may submit your comments in writing to the City Clerk, no later than 9:00 o'clock A.M. on the 14th day of November, 2022.

Kerin Wright
City Clerk

Published in the Nevada Journal on November 3, 2022 (1T)



HRGreen

5525 Merle Hay Road, Suite 200
Johnston, IA 50131
(515) 278-2913 Fax (515) 278-1846

Item # 7E
Date: 11-28-22

CO No. 1
Change Order

Distribution:			
Contractor	<input checked="" type="checkbox"/>	Field	<input type="checkbox"/>
Owner	<input checked="" type="checkbox"/>	Other	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>	Other	<input type="checkbox"/>

Nevada WWTF Improvements – Phase 3 Nevada, Iowa	Date Issued	11/28/22
	Project No.	160473.03
Boomerang Corporation 13225 Circle Drive, Suite A Anamosa, IA 52205	Contract Date	November 8, 2021
	Notice to Proceed Date	December 23, 2021

See attached cover letter.

1.	WCD-01	(\$50,000.00)
2.	RFP-01	(\$10,000.00)
Total		(\$60,000.00)

	Contract Price	Substantial Completion	Final Completion
Original Contractual Limit	\$7,077,000.00	June 9, 2023	Sept. 30, 2023
Net Change by previously-authorized Change Order(s)	\$0.00	0 days	0 days
The Contractual limit prior to this Change Order	\$7,077,000.00	June 9, 2023	Sept. 30, 2023
The Contract will be adjusted by this Change Order in the amount of	(\$60,000.00)	0 days	0 days
The new Contractual limit including this Change Order will be	\$7,017,000.00	June 9, 2023	Sept. 30, 2023

NOT VALID UNTIL SIGNED BY THE CONTRACTOR, OWNER'S REPRESENTATIVE, if applicable, AND OWNER

Contractor Boomerang Corporation	Owner's Representative HR Green, Inc.	Owner City of Nevada, Iowa
By Matt Sattler <small>Digitally signed by Matt Sattler DN: c=US, e=MatthewS@boomerangcorp.com, o=Boomerang, CN=Matt Sattler Date: 2022.11.23 10:44:55-06'00'</small>	By	By
Date:	Date: 11/23/22	Date:



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

November 23, 2022

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

Re: Nevada, IA WWTF Improvements – Phase 3: Change Order #1 Recommendation

Dear Jordan,

The following items combined with Change Order #1 on the above referenced project are presented for consideration of approval by City Council. HR Green recommends approval of all change order items.

1. Work Change Directive #1 (WCD-01)– See the enclosed WCD-01 description. HR Green has reviewed the request and finds it acceptable. HR Green recommends approval of WCD-01.
2. Request for Proposal #1 (RFP-01)– See the enclosed RFP-01 description. Eight (8) of the 13 floor hatches do not need to be vehicle load-rated as originally specified, thus HR Green requested a cost change proposal from the contractor to revise these eight floor hatches to pedestrian load-rated. HR Green has reviewed the cost proposal received and finds it acceptable. HR Green recommends approval of RFP-01.

Overall, Change Order #1 will decrease the Contract Price by \$60,000.00 with no change in Contract Schedule. This cost is equal to 0.01% of the original Contract Price. Please formally approve Change Order #1 and return an executed copy to our office. Please feel free to contact me with any questions regarding this change order.

Sincerely,
HR GREEN, INC.

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

Michael Roth, P.E.
Senior Project Manager

Enclosures

Cc: Katie Helgens, Boomerang
Matt Sattler, Boomerang

J:\2016\160473.03\Construction\Change_Management\Change_Orders\CO1\ltr-112322-CO#1_recommendation-Nevada_WWTF_Ph3.docx

WORK CHANGE DIRECTIVE NO.: 01

Owner:	City of Nevada, IA	Owner's Project No.:	160473
Engineer:	HR Green, Inc.	Engineer's Project No.:	160473.03
Contractor:	Boomerang Corporation	Contractor's Project No.:	NA
Project:	Nevada WWTF Improvements, Phase 3		
Contract Name:	Nevada WWTF Improvements, Phase 3		
Date Issued:	2/1/22	Effective Date of Work Change Directive:	2/1/22

Contractor is directed to proceed promptly with the following change(s):

Description:

Contractor has requested to change the manufacturer for the Non-clog centrifugal pumping equipment as indicated in their Questionnaire provided with their bid proposal.

Attachments:

Letter from Boomerang Corporation requesting change

Purpose for the Work Change Directive:

Improved delivery schedule of equipment

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price:	\$50,000.00	decrease
Contract Time:	0 days	Increase or decrease

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

By: Michael Roth, P.E.

Title: Senior Project Manager

Date: 2/1/22

Authorized by Owner

[Signature]

City Administrator

2/14/22



Attn: Michael Roth PE. HR Green

Nevada WWT Improvements

Michael,

Boomerang Corp. is requesting that Cornell Pumps be considered for use on the Nevada Lift Station Project. We acknowledge that we did not have Cornell listed on our bid documents. However after further vetting of pump quotes after the bid it was determined that the estimated lead time for the Fairbanks Pumps was 44 weeks. The estimated lead time for the Cornell Pumps was estimated at 24 weeks. We also understand that Cornell and HTM worked closely with the HR Green during the design phase of the project. In consideration for the use of Cornell pumps, Boomerang is willing to offer a deduction to the contract in the amount of \$50,000.

Respectfully,

Bud Maynard
Boomerang



HRGreen

5525 Merle Hay Road, Suite 200
Johnston, IA 50131
(515) 278-2913 Fax (713) 965-0044

RFP No. 001

Request For Proposal

PROJECT: Nevada WWTF Improvements – Phase 3 Nevada, Iowa	RFP Requested by:	
TO CONTRACTOR: Boomerang Corporation PO Box 227 Anamosa, IA 52205		
	Owner <input type="checkbox"/>	
	Other <input type="checkbox"/>	
	Date Issued	02/01/22

RFP is in Reference to:	
PCO	<input type="checkbox"/>
RFI	<input type="checkbox"/>
FO	<input type="checkbox"/>
Other	<input type="checkbox"/>

REGARDING/REFERENCE:

Floor Hatches – Specification 08 3113, Sheet A.504 - Access Door (Hatch) Schedule

REQUESTED CHANGE:

Please provide a cost change proposal to replace the specified access hatches as listed below:

Hatch Number	Revised Rating
H-1000	Pedestrian
H-1100A	Pedestrian
H-1100B	Pedestrian
H-1100C	Pedestrian
H-1100D	Pedestrian
H-1100E	Pedestrian
H-1100F	Pedestrian
H-1100G	Pedestrian
H-1103B	Vehicle
H-1103C	Vehicle
H-1103D	Vehicle
H-1103E	Vehicle
H-1103F	Vehicle

“Vehicle” rating shall be AASHTO H-20 rated as proof load tested by AASHTO M-306 standard.

“Pedestrian” rating shall be per Specification Section 08 3113.2.02.B.2.

This RFP is requested for a proposal to changes in the Work as indicated above. Contractor is requested to submit a Proposed Change Order (PCO) along with any supporting documentation such as breakdown of cost and/or material.

If you have any questions regarding this RFP, please contact Mike Roth at 515-657-5304.

Michael Roth, P.E.
Project Manager

BOOMERANG

13225 Circle Drive Suite A
PO Box 227
Anamosa, IA 52205

Request for Change

RFC Number: 2

Date: 02/14/2022

Regarding:

To switch from Vehicle Load rated Hatches to Aluminum Pedestrian Rated Hatches in 8 Locations as Identified in RFP No. 001

To:

Howard R. Green Company
5525 Merle Hay Rd. Suite 200
Johnston, IA 50131

Job Site:

Nevada WWTP Ph3 Lift Station
1209 6th St
Nevada, IA 50201

Requested By:	Phone:	E-mail:
Bud Maynard	(319) 462-4435	budm@boomerangcorp.com

Recipients:	Phone:	E-mail:
Michael Roth	(515) 657-5304	mroth@hrgreen.com

Requested Change:	Change to Contract
Switch 8 Hatches from Vehicular Load to Pedestrian Load	\$ -10000.00

RFC Total	\$ -10000.00
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Please respond by: 02/18/2022

Bud Maynard
Boomerang Corp.

Michael Roth
Howard R. Green Company

RESOLUTION NO. 053 (2022/2023)

A RESOLUTION APPROVING SUBROGATION AGREEMENT BETWEEN FELTNER PROPERTIES, L.C. AND CITY OF NEVADA

WHEREAS, the City of Nevada, Iowa, ("City"), at the request of Feltner Properties, L.C. ("Subrecipient"), has applied to the Iowa Economic Development Authority ("IEDA") for a grant of federal funds to assist Subrecipient with building renovations to include exterior repoint and painting, additional building access, electrical system upgrades, and removal of exterior stairs and replace with interior stairwell, at Subrecipient's location; and

WHEREAS, the City has been awarded a CDBG-CV Microenterprise grant for a forgivable loan to Subrecipient in the amount of \$50,000, subject to the condition that the Subrecipient provide a local matching contribution in the minimum amount of \$16,345.00; and

WHEREAS, the City is entering into a CDBG-CV Subrogation Agreement with Subrecipient, and under the City of Nevada CDBG-CV Program administered by the City, Applicant hereby assigns to Grantor all of Applicant's future rights to reimbursement and all payments received from any grant, subsidized loan, or assistance under any microenterprise assistance program that are determined in the sole discretion of City of Nevada to be a duplication of benefits as provided in this agreement; and

WHEREAS, the City intended to provide, and Subrecipient intends to receive, a forgivable loan subject to all terms and conditions set forth in Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Iowa, does hereby approve the CDBG-CV Subrogation Agreement between the City and Feltner Properties, L.C. The Mayor and Clerk are hereby authorized to execute the agreement and execute such other documents that are necessary on the City of Nevada's behalf.

Passed and approved this 28th day of November, 2022.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

SUBROGATION AGREEMENT

This Subrogation and Assignment Agreement ("Agreement") is made and entered into on this ____ day of _____, 20____, by and between Feltner Properties ("Applicant") and the City of Nevada ("Grantor").

In consideration of Applicant's financial situation or the commitment by Grantor to evaluate Applicant's application for the receipt of funds (collectively, the "Grant") under the City of Nevada CDBG-CV Program (the "Program") administered by Grantor, Applicant hereby assigns to Grantor all of Applicant's future rights to reimbursement and all payments received from any grant, subsidized loan, or assistance under any microenterprise assistance program that are determined in the sole discretion of City of Nevada to be a duplication of benefits ("DOB") as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from a federal grant or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds not listed on the Duplication of Benefits Certification, the Applicant agrees to immediately notify the Grantor of such additional amounts. The Grantor will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the Grantor.

Applicant's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Applicant's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the Grantor. Applicant further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Applicant would be entitled to under any applicable microenterprise assistance program.

If requested by the Grantor, Applicant agrees to execute such further and additional documents and instruments as may be requested to further and better assign to the Grantor, to the extent of the Grant paid to Applicant under the Program, the Policies, any amounts received under the the Program that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the Grantor to consummate and make effective the purposes of this Agreement.

Applicant explicitly allows the Grantor to request of any organization with which the Applicant has applied for or is receiving *Proceeds*, any non-public or confidential information determined to be reasonably necessary by the Grantor to monitor/enforce its interest in the rights assigned to it under this Agreement and give Applicant's consent to such company to release said information to the Grantor.

Applicant represents that all statements and representations made by the Applicant regarding Proceeds received by the Applicant shall be true and correct as of the date of Closing.

NOTICE: Applicant executing this Agreement are hereby notified that intentionally or knowingly making a materially false or misleading written statement to obtain property or credit is a violation of Title 18 United

States Code Section 1001 and, depending upon the amount of the Grant, is punishable by a fine, imprisonment for not more than five (5) years, or both, which may be ruled a felony, for any violation of such Section.

The Applicant executing this Agreement hereby represents that he\she has received, read, and understands this notice of penalties for making a materially false or misleading written statement to obtain the Grant.

In any proceeding to enforce this Agreement, the Grantor shall be entitled to recover all costs of enforcement, including actual attorney's fees.

APPLICANT

Signature: _____
Name: _____
Date: _____

CO-APPLICANT

Signature: _____
Name: _____
Date: _____

GRANTOR:

City of Nevada

Signature: _____
Name: _____
Title: _____
Date: _____

RESOLUTION NO. 054 (2022/2023)

**A RESOLUTION APPROVING SUBROGATION AGREEMENT BETWEEN GREAT PLAINS
MILLWORK AND CITY OF NEVADA**

WHEREAS, the City of Nevada, Iowa, ("City"), at the request of Great Plains Millwork ("Subrecipient"), has applied to the Iowa Economic Development Authority ("IEDA") for a grant of federal funds to cover Subrecipient with the purchase of open-face paint booth; and

WHEREAS, the City has been awarded a CDBG-CV Microenterprise grant for a forgivable loan to Subrecipient in the amount of \$11,932.00; and

WHEREAS, the City is entering into a CDBG-CV Subrogation Agreement with Subrecipient, and under the City of Nevada CDBG-CV Program administered by the City, Applicant hereby assigns to Grantor all of Applicant's future rights to reimbursement and all payments received from any grant, subsidized loan, or assistance under any microenterprise assistance program that are determined in the sole discretion of City of Nevada to be a duplication of benefits as provided in this agreement; and

WHEREAS, the City intended to provide, and Subrecipient intends to receive, a forgivable loan subject to all terms and conditions set forth in Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Iowa, does hereby approve the CDBG-CV Subrecipient Forgivable Loan Agreement between the City and Great Plains Millwork, for open-face paint booth. The Mayor and Clerk are hereby authorized to execute the agreement and execute such other documents that are necessary on the City of Nevada's behalf.

Passed and approved this 28th day of November, 2022.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

SUBROGATION AGREEMENT

This Subrogation and Assignment Agreement ("Agreement") is made **and** entered into on this day of November 14, 2022, by and between Great Planes Millwork ("Applicant") and the City of Nevada ("Grantor").

In consideration of Applicant's financial situation or the commitment by Grantor to evaluate Applicant's application for the receipt of funds (collectively, the "Grant") under the City of Nevada CDBG-CV Program (the "Program") administered by Grantor, Applicant hereby assigns to Grantor all of Applicant's future rights to reimbursement and all payments received from any grant, subsidized loan, or assistance under any microenterprise assistance program that are determined in the sole discretion of City of Nevada to be a duplication of benefits ("DOB") as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from a federal grant or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds not listed on the Duplication of Benefits Certification, the Applicant agrees to immediately notify the Grantor of such additional amounts. The Grantor will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the Grantor.

Applicant's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Applicant's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the Grantor. Applicant further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Applicant would be entitled to under any applicable microenterprise assistance program.

If requested by the Grantor, Applicant agrees to execute such further and additional documents and instruments as may be requested to further and better assign to the Grantor, to the extent of the Grant paid to Applicant under the Program, the Policies, any amounts received under the the Program that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the Grantor to consummate and make effective the purposes of this Agreement.

Applicant explicitly allows the Grantor to request of any organization with which the Applicant has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by the Grantor to monitor/enforce its interest in the rights assigned to it under this Agreement and give Applicant's consent to such company to release said information to the Grantor.

Applicant represents that all statements and representations made by the Applicant regarding Proceeds received by the Applicant shall be true and correct as of the date of Closing.

NOTICE: Applicant executing this Agreement are hereby notified that intentionally or knowingly making a materially false or misleading written statement to obtain property or credits a violation of Title 18 United

States Code Section 1001 and, depending upon the amount of the Grant, is punishable by a fine, imprisonment for not more than five (5) years, or both, which may be ruled a felony, for any violation of such Section.

The Applicant executing this Agreement hereby represents that he/she has received, read, and understands this notice of penalties for making a materially false or misleading written statement to obtain the Grant.

In any proceeding to enforce this Agreement, the Grantor shall be entitled to recover all costs of enforcement, including actual attorney's fees.

APPLICANT

Signature: [Signature]
Name: LOKES WIZKID
Date: 11/14/22

CO-APPLICANT

Signature: _____
Name: _____
Date: _____

GRANTOR:

City of Nevada

Signature: _____
Name: _____
Title: _____
Date: _____

RESOLUTION NO. 055 (2022/2023)

**A RESOLUTION APPROVING SUBROGATION AGREEMENT BETWEEN WILD ROOT SALON
AND CITY OF NEVADA**

WHEREAS, the City of Nevada, Iowa, ("City"), at the request of Wild Root Salon ("Subrecipient"), has applied to the Iowa Economic Development Authority ("IEDA") for a grant of federal funds to assist Subrecipient with inventory of hair color, skin care, styling, backbar, and extension; in addition to, tools, furnishings, boutique addition and shut down expense; and

WHEREAS, the City has been awarded a CDBG-CV Microenterprise grant for a forgivable loan to Subrecipient in the amount of \$24,229.84, subject to the condition that the Subrecipient provide a local matching contribution in the minimum amount of \$6,600.00; and

WHEREAS, the City is entering into a CDBG-CV Subrogation Agreement with Subrecipient, and under the City of Nevada CDBG-CV Program administered by the City, Applicant hereby assigns to Grantor all of Applicant's future rights to reimbursement and all payments received from any grant, subsidized loan, or assistance under any microenterprise assistance program that are determined in the sole discretion of City of Nevada to be a duplication of benefits as provided in this agreement; and

WHEREAS, the City intended to provide, and Subrecipient intends to receive, a forgivable loan subject to all terms and conditions set forth in Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Iowa, does hereby approve the CDBG-CV Subrecipient Forgivable Loan Agreement between the City and Wild Root Salon, for inventory of hair color, skin care, styling, backbar, and extension; in addition to tools, furnishings, boutique addition and shut down expense. The Mayor and Clerk are hereby authorized to execute the agreement and execute such other documents that are necessary on the City of Nevada's behalf.

Passed and approved this 28th day of November, 2022.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

SUBROGATION AGREEMENT

This Subrogation and Assignment Agreement ("Agreement") is made and entered into on this ____ day of _____, 20____, by and between Wild Root Salon ("Applicant") and the City of Nevada ("Grantor").

In consideration of Applicant's financial situation or the commitment by Grantor to evaluate Applicant's application for the receipt of funds (collectively, the "Grant") under the City of Nevada CDBG-CV Program (the "Program") administered by Grantor, Applicant hereby assigns to Grantor all of Applicant's future rights to reimbursement and all payments received from any grant, subsidized loan, or assistance under any microenterprise assistance program that are determined in the sole discretion of City of Nevada to be a duplication of benefits ("DOB") as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from a federal grant or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds not listed on the Duplication of Benefits Certification, the Applicant agrees to immediately notify the Grantor of such additional amounts. The Grantor will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the Grantor.

Applicant's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Applicant's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the Grantor. Applicant further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Applicant would be entitled to under any applicable microenterprise assistance program.

If requested by the Grantor, Applicant agrees to execute such further and additional documents and instruments as may be requested to further and better assign to the Grantor, to the extent of the Grant paid to Applicant under the Program, the Policies, any amounts received under the the Program that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the Grantor to consummate and make effective the purposes of this Agreement.

Applicant explicitly allows the Grantor to request of any organization with which the Applicant has applied for or is receiving *Proceeds*, any non-public or confidential information determined to be reasonably necessary by the Grantor to monitor/enforce its interest in the rights assigned to it under this Agreement and give Applicant's consent to such company to release said information to the Grantor.

Applicant represents that all statements and representations made by the Applicant regarding Proceeds received by the Applicant shall be true and correct as of the date of Closing.

NOTICE: Applicant executing this Agreement are hereby notified that intentionally or knowingly making a materially false or misleading written statement to obtain property or credits is a violation of Title 18 United

States Code Section 1001 and, depending upon the amount of the Grant, is punishable by a fine, imprisonment for not more than five (5) years, or both, which may be ruled a felony, for any violation of such Section.

The Applicant executing this Agreement hereby represents that he\she has received, read, and understands this notice of penalties for making a materially false or misleading written statement to obtain the Grant.

In any proceeding to enforce this Agreement, the Grantor shall be entitled to recover all costs of enforcement, including actual attorney's fees.

APPLICANT

Signature: _____
Name: _____
Date: _____

CO-APPLICANT

Signature: _____
Name: _____
Date: _____

GRANTOR:

City of Nevada

Signature: _____
Name: _____
Title: _____
Date: _____

RESOLUTION NO. 056 (2022/2023)

**A RESOLUTION APPROVING SUBROGATION AGREEMENT BETWEEN MEYER
CHIROPRACTIC AND CITY OF NEVADA**

WHEREAS, the City of Nevada, Iowa, ("City"), at the request of Meyer Chiropractic ("Subrecipient"), has applied to the Iowa Economic Development Authority ("IEDA") for a grant of federal funds to cover Subrecipient with ChiroSight Chiropractic System including six (6) year sensor hardware parts warranty; six (6) year basic training and support; one (1) year premium tools & off-sight back-up; and

WHEREAS, the City has been awarded a CDBG-CV Microenterprise grant for a forgivable loan to Subrecipient in the amount of \$15,322.00; and

WHEREAS, the City is entering into a CDBG-CV Subrogation Agreement with Subrecipient, and under the City of Nevada CDBG-CV Program administered by the City, Applicant hereby assigns to Grantor all of Applicant's future rights to reimbursement and all payments received from any grant, subsidized loan, or assistance under any microenterprise assistance program that are determined in the sole discretion of City of Nevada to be a duplication of benefits as provided in this agreement; and

WHEREAS, the City intended to provide, and Subrecipient intends to receive, a forgivable loan subject to all terms and conditions set forth in Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Iowa, does hereby approve the CDBG-CV Subrecipient Forgivable Loan Agreement between the City and Meyer Chiropractic, for ChiroSight Chiropractic System including six (6) year sensor hardware parts warranty; six (6) year basic training and support; one (1) year premium tools & off-sight back-up. The Mayor and Clerk are hereby authorized to execute the agreement and execute such other documents that are necessary on the City of Nevada's behalf.

Passed and approved this 28th day of November, 2022.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

SUBROGATION AGREEMENT

This Subrogation and Assignment Agreement ("Agreement") is made and entered into on this ___ day of November 22, 2022, by and between Meyer Chiropractic ("Applicant") and the City of Nevada ("Grantor").

In consideration of Applicant's financial situation or the commitment by Grantor to evaluate Applicant's application for the receipt of funds (collectively, the "Grant") under the City of Nevada CDBG-CV Program (the "Program") administered by Grantor, Applicant hereby assigns to Grantor all of Applicant's future rights to reimbursement and all payments received from any grant, subsidized loan, or assistance under any microenterprise assistance program that are determined in the sole discretion of City of Nevada to be a duplication of benefits ("DOB") as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from a federal grant or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds not listed on the Duplication of Benefits Certification, the Applicant agrees to immediately notify the Grantor of such additional amounts. The Grantor will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the Grantor.

Applicant's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Applicant's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the Grantor. Applicant further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Applicant would be entitled to under any applicable microenterprise assistance program.

If requested by the Grantor, Applicant agrees to execute such further and additional documents and instruments as may be requested to further and better assign to the Grantor, to the extent of the Grant paid to Applicant under the Program, the Policies, any amounts received under the the Program that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the Grantor to consummate and make effective the purposes of this Agreement.

Applicant explicitly allows the Grantor to request of any organization with which the Applicant has applied for or is receiving *Proceeds*, any non-public or confidential information determined to be reasonably necessary by the Grantor to monitor/enforce its interest in the rights assigned to it under this Agreement and give Applicant's consent to such company to release said information to the Grantor.

Applicant represents that all statements and representations made by the Applicant regarding Proceeds received by the Applicant shall be true and correct as of the date of Closing.

NOTICE: Applicant executing this Agreement are hereby notified that intentionally or knowingly making a materially false or misleading written statement to obtain property or credit is a violation of Title 18 United

States Code Section 1001 and, depending upon the amount of the Grant, is punishable by a fine, imprisonment for not more than five (5) years, or both, which may be ruled a felony, for any violation of such Section.

The Applicant executing this Agreement hereby represents that he\she has received, read, and understands this notice of penalties for making a materially false or misleading written statement to obtain the Grant.

In any proceeding to enforce this Agreement, the Grantor shall be entitled to recover all costs of enforcement, including actual attorney's fees.

APPLICANT

Signature: 
Name: Benjamin Meyer
Date: 11/14/2012

CO-APPLICANT

Signature: _____
Name: _____
Date: _____

GRANTOR:

City of Nevada

Signature: _____
Name: _____
Title: _____
Date: _____

RESOLUTION NO. 057 (2022/2023)

**A RESOLUTION APPROVING CDBG-CV SUBRECIPIENT
FORGIVABLE LOAN AGREEMENT BETWEEN THISDAY PHOTOGRAPHY
AND CITY OF NEVADA FOR BUILDING RENOVATIONS**

WHEREAS, the City of Nevada, Iowa, ("City"), at the request of Thisday Photography ("Subrecipient"), has applied to the Iowa Economic Development Authority ("IEDA") for a grant of federal funds to cover Subrecipient with building renovations to include outdoor bistro set, computer, replace furnace, update wiring, update electrical panel, replace flooring, interior paint and labor, and additional supply items; and

WHEREAS, the City has been awarded a CDBG-CV Microenterprise grant for a forgivable loan to Subrecipient in the amount of \$36,671.83; and

WHEREAS, the City is entering into a CDBG-CV Subrogation Agreement with Subrecipient, and under the City of Nevada CDBG-CV Program administered by the City, Applicant hereby assigns to Grantor all of Applicant's future rights to reimbursement and all payments received from any grant, subsidized loan, or assistance under any microenterprise assistance program that are determined in the sole discretion of City of Nevada to be a duplication of benefits as provided in this agreement; and

WHEREAS, the City intended to provide, and Subrecipient intends to receive, a forgivable loan subject to all terms and conditions set forth in Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Iowa, does hereby approve the CDBG-CV Subrecipient Forgivable Loan Agreement between the City and Thisday Photography, for building renovations to include outdoor bistro set, computer, replace furnace, update wiring, update electrical panel, replace flooring, interior paint and labor, and additional supply items. The Mayor and Clerk are hereby authorized to execute the agreement and execute such other documents that are necessary on the City of Nevada's behalf.

Passed and approved this 28th day of November, 2022.

ATTEST:

Brett Barker, Mayor

Kerin Wright, City Clerk

SUBROGATION AGREEMENT

This Subrogation and Assignment Agreement ("Agreement") is made and entered into on this ____ day of _____, 20____, by and between Thisday Photography ("Applicant") and the City of Nevada ("Grantor").

In consideration of Applicant's financial situation or the commitment by Grantor to evaluate Applicant's application for the receipt of funds (collectively, the "Grant") under the City of Nevada CDBG-CV Program (the "Program") administered by Grantor, Applicant hereby assigns to Grantor all of Applicant's future rights to reimbursement and all payments received from any grant, subsidized loan, or assistance under any microenterprise assistance program that are determined in the sole discretion of City of Nevada to be a duplication of benefits ("DOB") as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from a federal grant or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds not listed on the Duplication of Benefits Certification, the Applicant agrees to immediately notify the Grantor of such additional amounts. The Grantor will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the Grantor.

Applicant's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Applicant's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the Grantor. Applicant further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Applicant would be entitled to under any applicable microenterprise assistance program.

If requested by the Grantor, Applicant agrees to execute such further and additional documents and instruments as may be requested to further and better assign to the Grantor, to the extent of the Grant paid to Applicant under the Program, the Policies, any amounts received under the the Program that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the Grantor to consummate and make effective the purposes of this Agreement.

Applicant explicitly allows the Grantor to request of any organization with which the Applicant has applied for or is receiving *Proceeds*, any non-public or confidential information determined to be reasonably necessary by the Grantor to monitor/enforce its interest in the rights assigned to it under this Agreement and give Applicant's consent to such company to release said information to the Grantor.

Applicant represents that all statements and representations made by the Applicant regarding Proceeds received by the Applicant shall be true and correct as of the date of Closing.

NOTICE: Applicant executing this Agreement are hereby notified that intentionally or knowingly making a materially false or misleading written statement to obtain property or credit is a violation of Title 18 United

States Code Section 1001 and, depending upon the amount of the Grant, is punishable by a fine, imprisonment for not more than five (5) years, or both, which may be ruled a felony, for any violation of such Section.

The Applicant executing this Agreement hereby represents that he\she has received, read, and understands this notice of penalties for making a materially false or misleading written statement to obtain the Grant.

In any proceeding to enforce this Agreement, the Grantor shall be entitled to recover all costs of enforcement, including actual attorney's fees.

APPLICANT

Signature: _____
Name: _____
Date: _____

CO-APPLICANT

Signature: _____
Name: _____
Date: _____

GRANTOR:

City of Nevada

Signature: _____
Name: _____
Title: _____
Date: _____

RESOLUTION NO. 058 (2022/2023)

Resolution Setting a Date of Meeting at which it is Proposed to Approve a Development Agreement with Van Houweling Properties II, LLC, Including Annual Appropriation Tax Increment Payments

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

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

WHEREAS, the City proposes to enter into a certain development agreement (the “Development Agreement”) with Van Houweling Properties II, LLC (the “Company”) in connection with the acquisition of certain City-owned real property and the construction of a new training and learning facility thereon for use in the business operations of Van Wall Equipment in the Urban Renewal Area; and

WHEREAS, the Development Agreement would provide financial incentives to the Company in the form of annual appropriation incremental property tax payments in an amount not to exceed \$110,000 under the authority of Section 403.9(1) of the Code of Iowa; and

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

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

Section 1. This City Council shall meet on December 12, 2022, at 6:00 p.m., at the Council Chambers, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement and to authorize the annual appropriation incremental property tax payments.

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

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT
WITH VAN HOUWELING PROPERTIES II, LLC AND AUTHORIZATION OF
ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS

The City Council of the City of Nevada, Iowa, will meet at the Council Chambers, in the City, on December 12, 2022, at 6:00 o'clock p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and Van Houweling Properties II, LLC (the "Company") in connection with the acquisition of certain City-owned real property and the construction of a new training and learning facility thereon for use in the business operations of Van Wall Equipment in the Nevada Urban Renewal Area, which Development Agreement provides for certain financial incentives in the form of incremental property tax payments to the Company in a total amount not exceeding \$110,000 as authorized by Section 403.9 of the Code of Iowa.

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

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

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

Kerin Wright
City Clerk

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

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

Passed and approved November 28, 2022.

Mayor

Attest:

City Administrator

• • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Administrator

RESOLUTION NO. 059 (2022/2023)

Resolution Setting a Date of Meeting at which it is Proposed to Approve a Development Agreement with AK System Solutions LLC, Including Annual Appropriation Tax Increment Payments

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

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

WHEREAS, the City proposes to enter into a certain development agreement (the "Development Agreement") with AK System Solutions LLC (the "Company") in connection with the acquisition of certain City-owned real property and the construction of a cold storage warehouse for use in the Company's business operations in the Urban Renewal Area; and

WHEREAS, the Development Agreement would provide financial incentives to the Company in the form of annual appropriation incremental property tax payments in an amount not to exceed \$500,000 under the authority of Section 403.9(1) of the Code of Iowa; and

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

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

Section 1. This City Council shall meet on December 12, 2022, at 6:00 p.m., at the Council Chambers, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement and to authorize the annual appropriation incremental property tax payments.

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

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT
AGREEMENT WITH AK SYSTEM SOLUTIONS LLC AND
AUTHORIZATION OF ANNUAL APPROPRIATION TAX INCREMENT
PAYMENTS

The City Council of the City of Nevada, Iowa, will meet at the _____, in the City, on December 12, 2022, at ____ p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and AK System Solutions LLC (the "Company") in connection with the acquisition of certain City-owned real property and the construction of a cold storage warehouse thereon for use in the Company's business operations in the Nevada Urban Renewal Area, which Development Agreement provides for certain financial incentives in the form of incremental property tax payments to the Company in a total amount not exceeding \$500,000 as authorized by Section 403.9 of the Code of Iowa.

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

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

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

Kerin Wright
City Clerk

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

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

Passed and approved November 28, 2022.

Mayor

Attest:

City Administrator

• • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Administrator

RESOLUTION NO. 060 (2022/2023)
A RESOLUTION ACCEPTING PURCHASE AGREEMENT AND PERMANENT SANITARY
SEWER EASEMENTS AND SANITARY SEWER TEMPORARY CONSTRUCTION EASEMENTS
FROM HENRY LAND II LLC

WHEREAS, the City of Nevada is undertaking a Wastewater Treatment Facility-Trunk Sewer Project to provide a trunk line to the new wastewater treatment facility to accommodate additional treatment required by IDNR; and

WHEREAS, it is necessary for the City to obtain temporary and permanent easements from certain property owners in and around the trunk line area to begin and complete this project; and

WHEREAS, the City of Nevada has determined that it is necessary to have a purchase agreement to acquire a permanent easement and temporary construction easement in and to the lands owned by Henry Land II LLC, for the operation, inspection, maintenance, repair, replacement and reconstruction of the sanitary sewer and associated appurtenances, including the right of ingress and egress, in consideration of Thirty Six Thousand One Hundred Sixty One Dollars (\$36,161.00).

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

1. The Purchase Agreement with the City of Nevada and Henry Land II LLC, in the forms attached hereto is hereby accepted.
2. The Easements (2) to the City of Nevada from Henry Land II LLC, in the forms attached hereto are hereby accepted.
3. Upon receipt of the executed Purchase Agreement and Easements from Henry Land II LLC, City staff is hereby authorized to record the Agreement and Easements with the Story County Recorder.
4. The Mayor and City Clerk are authorized to execute any and all documents to effectuate the closing on behalf of the City, including issuance of payment of the purchase price.

PASSED AND APPROVED this 28th day of November, 2022.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Prepared by: The City of Nevada, 1209 6th St., Nevada, IA 50201

(515) 382-5466

SANITARY SEWER - TEMPORARY CONSTRUCTION EASEMENT – Nevada WWTF - Trunk Sewer

KNOW ALL MEN BY THESE PRESENTS:

GRANTORS, Henry Land II LLC in consideration of \$1.00 (One Dollar) and other good and valuable consideration, receipt of which is acknowledged from **GRANTEE, City of Nevada, Iowa, DOES HEREBY GRANT**, bargain, sell, transfer and convey unto City of Nevada, Iowa, a temporary easement for purpose of construction, installation, maintenance, inspection, and adjustment of proposed Sanitary Sewer and Storm Sewer improvements, in order to provide access and needed construction space at the area of the Sewer Line installation site, which temporary easement, situated in Story County, Iowa, said land (approximately 4.96 acres) is described as follows:

(See attached exhibit)

together with right of ingress and egress over the adjacent land of **GRANTORS** for purpose of this easement.

As described in the attached Description and Illustrative Sketch prepared by HR Green, Inc., Consulting Engineers, the Temporary Construction Easement shall vary in width, consistent with the Illustrative Sketch.

This Temporary Easement for construction, installation, maintenance, inspection, and adjustments to the proposed Sanitary Sewer and improvements at the site granted herein, shall exist on a temporary basis for up to two (2) years after the city's acceptance of the project. In no event shall the temporary construction easement extend beyond the project warranty period. (Two-year maintenance Bond)

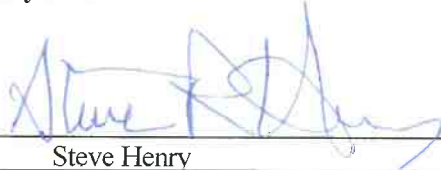
In connection herewith it is specifically agreed that by this easement, **GRANTEE**, including its representatives, agents, and contractors, shall have the right to enter upon said premises as shall be necessary to construct, reconstruct, inspect, repair, operate and maintain and service any and all of said improvements and all appurtenances thereto.

GRANTEE, City of Nevada, Iowa, shall, during the existence of the temporary easement, maintain the site of the easement in reasonably good repair so as not to disrupt the activities of **GRANTORS, Henry Land II LLC**, and in the event of damages to the site or its surface topography, **GRANTEE**, City of Nevada, shall correct the same and any rutting or surface disruptions, within a reasonable time after occurrence, by restoration of the surface to its original condition, all at the expense of the **GRANTEE**.

GRANTOR does hereby covenant with the GRANTEE, and successors in interest, that GRANTOR holds said real estate by title and fee simple; that it has good and lawful authority to grant and convey the same.


The grant and other provisions of this Temporary easement shall constitute a covenant to Nevada WWTF – Trunk Sewer Project for the benefit of the GRANTEE, The City of Nevada, Iowa, an Iowa Municipal Corporation, its successors and assigns. This instrument fulfills that purchase agreement executed by Grantors _____, 2022, subsequently approved by City Council Resolution No. _____.

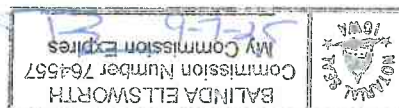
Henry Land II LLC


By: Steve Henry
It's: Manager

STATE OF IOWA, COUNTY, ss: Story

On this 14th day of November, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Steve Henry, personally known to me personally known, who, being by me duly sworn, did say that they are the Manager of Henry Farms II LLC, respectively, of said corporation and who executed the foregoing instrument, and acknowledged that he executed the same as a voluntary act and deed.


Notary Public in and for the State of Iowa



CONSENTS to obligation of Easement by the City of Nevada, **GRANTEE**, on the ____ day of _____, 2021.

GRANTEE

Jordan Cook, City Administrator
City of Nevada, Iowa, GRANTEE

Attest: _____
Kerin Wright, City Clerk
City of Nevada, Iowa, GRANTEE

STATE OF IOWA, STORY COUNTY, ss:

On this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____, to me personally known, who, being by me duly sworn, did say that they are the _____, respectively, of said corporation executing the within and foregoing instrument, that no seal has been procured by said corporation; that said instrument was signed on behalf of said corporation by authority of its City Council; and that said _____, as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

Prepared by: City of Nevada, 1209 6th Street, Nevada, IA 50201

(515) 382-5466

**Exempt from Real Estate Transfer Tax under Iowa Code 428A.2(17).
Exempt from requiring a Declaration of Value under Iowa Code 428A.1.**

SANITARY SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That we, the undersigned, Henry Land II LLC ("Grantor"), in consideration of (One and no/100 --- (\$1.00) --- Dollars, does hereby convey unto the City of Nevada, Iowa, a municipal corporation (hereinafter called "City") a Permanent Easement for Sanitary Sewer purposes under, over, on, through, across and within the following described real estate, to wit:

See the exhibit attached hereto and by reference made a part hereof, containing 2.48 acres or 108,015 square feet, more or less.

That said Permanent Easement is granted unto the City, for the purpose of the City constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining a sanitary sewer together with all necessary structures and appurtenances thereto, under, over, on, through, across and within said Easement Area.

This Easement shall be subject to the following terms and conditions:

1. ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED. Grantor and its grantees, assigns and transferees shall not erect any fence, dams, retaining walls, or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City nor shall Grantor cause or permit any obstruction, planting, ponded water or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City. Notwithstanding anything in this paragraph 1 to the contrary, the Owners of the Easement Area shall have the right to construct sidewalks, private roads, driveways, roadways, or streets, as defined in Iowa Code Chapter 321, on the Easement Area subject to prior written approval of the City, provided such sidewalks, private roads, driveways, roadways, or streets comply with all ordinances of the City.

2. **CHANGE OF GRADE.** Grantor and its grantees, assigns and transferees shall have the right to change the grade, elevation or contour of any part of the easement area, subject to grantor and its grantees, assigns and transfers agreeing to maintain a minimum of 3 feet of fill dirt over the sanitary sewer pipe. City shall have the right to restore any changes in grade, elevation or contour made to the easement area that compromises the sanitary sewer pipe.

3. **RIGHT OF ACCESS.** City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to the right to remove without liability to Grantor, any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area. The City's right of access shall include the right to use Grantor's property as reasonably necessary to access the sewer easements on neighboring property.

4. **MAINTENANCE.** The City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor; provided, however, the City may perform such maintenance should it determine in its sole discretion such maintenance is needed.

5. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

6. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

7. **PROPERTY TO BE RESTORED.** Upon completion of any construction, reconstruction, repair, enlargement or maintenance of any sanitary sewer or water pipe or any appurtenance thereto, the City shall restore the Easement Area and Temporary Easement Area in good and workmanlike manner. In agricultural areas, the land within the easement area will be tilled and returned to a condition suitable for continued farming; and in urban areas, restoration of lawns by seeding to a condition comparable to its condition before construction. The Grantor will be responsible for watering of new grass, if necessary, after seeding is complete. **If in the future the City damages a crop from maintenance or repair, the City will pay actual crop damage and re-imburse for actual residual crop and residual crop loss for the following 3 years.**

8. **RIGHT TO RENEGOTIATE.** The Grantor will have five years from the date of settlement or condemnation to renegotiate construction or maintenance damages not apparent at the time of such settlement under Iowa Code Section 6B.52.

9. **SETTLEMENT AND SATISFACTION.** Contingent upon the execution of this Easement by the parties and receipt by the Grantor of the above-mentioned consideration, Grantor shall consent to the easement and accept said consideration in full and complete satisfaction of any and all obligations of the Grantor arising out of this easement and any resultant damage to the Grantor. The parties further specifically contemplate the release of any and all claims, including, but not limited to, those arising under Iowa Code Chapter 6B as amended. Notwithstanding the foregoing, City shall not be released from its obligations under this Easement.

10. **INGRESS AND EGRESS AGREEMENT.** The city agrees to maintain reasonable ingress and egress to Grantor's remaining property at all times during construction.

Grantor does HEREBY COVENANT with the City that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

[Remainder of Page Intentionally Blank]

Signed this _____ day of _____, 20_____.

HENRY LAND II LLC

By: Steve Henry (Sign in Ink)

Manager
(Title)

20965 650th Ave.
(Street or P.O. Box)

Nevada, IA 50201
(City / State / Zip)

ALL PURPOSE ACKNOWLEDGMENT

STATE OF IOWA)
COUNTY OF STORY) ss.

On this 14th day of November, A.D. 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Steve Henry

_____ to me personally known

or X proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Balinda Ellsworth (Sign in Ink)
(Print/Type Name)
Notary Public in and for the County of Story
and State of Iowa



CAPACITY CLAIMED BY SIGNER:

_____ INDIVIDUAL
X CORPORATE
Title(s) of Corporate Officer(s):
Manager
_____ Corporate Seal is affixed
_____ No Corporate Seal procured
_____ PARTNERS(s):
_____ Limited Partnership
_____ General Partnership
_____ ATTORNEY-IN-FACT
_____ EXECUTOR(s) or TRUSTEE(s)
_____ GUARDIAN(s) or CONSERVATOR(s)
_____ OTHER

SIGNER IS REPRESENTING:

List name(s) of person(s) or entity(ies):

Henry Land II LLC

For: The City of Nevada, 1209 6th St., Nevada, IA 50201

(515) 382-5466

Page 1

PURCHASE AGREEMENT

PARCEL 9 A COUNTY STORY
PROJECT Nevada WWTF – Trunk Sewer NAME

SELLER: Henry Land LLC.

THIS AGREEMENT entered into this _____ day of _____, 2022, by and between Seller and the City of Nevada, Iowa, Buyer.

- 1a. SELLER AGREES to sell and furnish to Buyer a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy the following real estate, hereinafter referred to as the premises, situated in parts of the following: See attached exhibit(s)
All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein.

The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. SELLER CONSENTS to any change of grade of the land and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER GRANTS Buyer the immediate possession right to enter the premises for the purpose of gathering survey and soil data. SELLER MAY surrender possession of the premises or building or improvements or any part thereof prior to the time at which he has hereinafter agreed to do so and agrees to give Buyer ten (10) days notice of Seller's intention to do so by calling Buyer.
3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, and surrender physical possession of the premises as shown on or before the dates listed below.

<u>PAYMENT AMOUNT</u>	<u>AGREED PERFORMANCE</u>	<u>DATE OF PERFORMANCE</u>
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 36,161.00	on possession and conveyance	60 days after Buyer approval
\$ 36,161.00	TOTAL LUMP SUM	

Breakdown

Ac./Sq.Ft.

Land by Fee Title	_____	Ac.
Underlying Fee Title	_____	Ac.
Permanent Easement	2.48	Ac.
Temporary Easement	4.96	Ac.

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except:
-

DISTRIBUTION: TWO COPIES RETURNED TO BUYER -- ONE COPY RETAINED BY SELLER

PARCEL 9 A COUNTY STORY
PROJECT Nevada WWTF – Trunk Sewer NAME _____

SELLER: Henry Land LLC

5. Buyer agrees that any agricultural drain tiles that are located within the premises and are damaged or require relocation by the sanitary sewer or water pipe construction shall be repaired or relocated at no expense to Seller. Buyer shall have the right of entry upon Seller's remaining property along the easement line, if necessary, for the purpose of connecting said drain tile. Buyer will install temporary livestock fencing if needed and will repair or replace any fence damaged as part of this project.
6. If Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Seller.
7. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
8. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
9. Seller states and warrants that, to the best of Seller's knowledge, there is no burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance, nor underground storage tank on the premises described and sought herein, except:
None
10. Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required under Section 6B.52 of the Code of Iowa.
11. The Buyer is not responsible for any agreements made between the SELLER and the Buyer's contractor(s).
12. Contractors will restore the surface of the construction area to its original contour and character as nearly as practicable. Contractors will employ accepted methods to prevent surface erosion of the construction area.
13. Landowners shall have access to their land on either side of the easement area throughout the construction process.

PARCEL 9 A COUNTY STORY
 PROJECT Nevada WWTF – Trunk Sewer NAME _____
 SELLER: Henry Land LLC

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

Kinney-Lindstrom Foundation Inc.

By: _____
 Name: _____

By: _____
 Name: _____

This section to be completed by a Notary Public.
 Both columns must be completed.

SELLER'S ACKNOWLEDGMENT

STATE OF _____ }
 COUNTY OF _____ } ss:

On this ____ day of _____, A.D. 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____

_____ to me personally known
 or _____ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

_____ (Sign in Ink)

_____ (Print / Type Name)

Notary Public in and for the State of _____
 My commission expires _____

CAPACITY CLAIMED BY SIGNER:

____ INDIVIDUAL
 ____ CORPORATE
 Title(s) of Corporate Officer(s): _____

____ Corporate Seal is affixed
 ____ No Corporate Seal procured

____ PARTNER(S):
 ____ Limited Partnership
 ____ General Partnership
 ____ ATTORNEY-IN-FACT
 ____ EXECUTOR(S) or TRUSTEE(S)
 ____ GUARDIAN(S) or CONSERVATOR(S)
 ____ OTHER:

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)
Kinney-Lindstrom Foundation Inc.

BUYER'S ACKNOWLEDGMENT

STATE OF IOWA: ss: On this ____ day of _____, 20____, before me, the undersigned, personally appeared _____, known to me to be the _____ of Buyer and who did say that said instrument was signed on behalf of Buyer by the authority duly recorded in its minutes, and acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of Buyer and by it voluntarily executed.

BUYER'S APPROVAL

Notary Public in and for the State of Iowa

Recommended by: _____ (Date)
 Right of Way Project Manager:

Approved by: Jordan Cook (Date)
 City Administrator of Nevada, Iowa

RESOLUTION NO. 061 (2022/2023)

**A RESOLUTION APPROVING MATERIAL TRANSFER AGREEMENT
BETWEEN AMES NATIONAL LABORATORY AND CITY OF NEVADA, IOWA**

WHEREAS Ames National Laboratory ("Ames") pursuant to and in accordance with Iowa State University's Contract No. DE-AC02-07CH11358 with the Department of Energy (DOE) and the City of Nevada, Iowa ("Nevada") desire to enter into business relationship in order to enable the recycling of the City of Nevada's hard disk drives; and

WHEREAS Ames and Nevada find it necessary to transfer from the NEVADA Police Department to AMES a material, described as hard disk drives owned by NEVADA to be shredded by AMES, to be then known as shredded hard drives ("Material"); and

WHEREAS NEVADA representatives will be present and will record the shredding of the drives to ensure the destruction prior to transfer to AMES; and

WHEREAS Ames and Nevada are willing to jointly participate in the destruction of Material in the manner provided in the Material Transfer Agreement attached;

WHEREAS the City has provided a resolution declaring intent to enter into said agreement; and

WHEREAS this agreement shall terminate twenty-four (24) months from the effective date; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Nevada, Iowa, does hereby approve the Material Transfer Agreement between Ames National Laboratory and they City, for the recycling of the City of Nevada Police Department's hard disk drives. 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 28th day of November, 2022.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Material Transfer Agreement

between

**Ames National Laboratory ("AMES")
pursuant to and in accordance with
Iowa State University's Contract No. DE-AC02-07CH11358
with the Department of Energy (DOE)
and
City of Nevada, Iowa ("NEVADA")**

Effective Date: November 1, 2022

WHEREAS, AMES and the City of Nevada, Iowa, hereinafter referred to individually as "Party" or collectively as "Parties" desire to enter into a business relationship in order to enable the recycling of the City of Nevada Police Department's hard disk drives;

WHEREAS, the Parties find it necessary to transfer from the NEVADA Police Department to AMES a material, described as hard disk drives owned by NEVADA to be shredded by AMES, to be then known as shredded hard drives ("Material"). NEVADA representatives will be present and will record the shredding of the drives to ensure the destruction prior to transfer to AMES.

NOW THEREFORE, the Parties hereby agree:

1. The above Material is possessed and owned by the NEVADA. The City of Nevada, Iowa represents that it is the **exclusive owner** of the Material and has the authority and has the right to transfer this Material for the stated purpose of enabling materials recycling.
2. The Material is owned and provided at no cost by NEVADA to be used for the stated research purposes as identified in this Materials Transfer Agreement. After processing, a small portion of the recycled Material ("Material Output") will be returned to NEVADA for their information and use.
3. AMES agrees not to transfer the Material to any third party without NEVADA's written permission.
4. NEVADA grants the Material Output ownership to AMES for use in the continuation of recycling research.
5. NEVADA accepts the risk associated with data loss due to the shredding of the Material.
6. The Parties acknowledge that the Material may contain confidential information, as defined by Iowa Code §22.7 ("Confidential Information"). To the extent AMES gains access to any Confidential Information located within the Material, it agrees to hold all such Confidential Information in confidence and use the Material only for the purposes provided in this Agreement. AMES shall use the same degree of care to safeguard the Confidential Information as it uses to safeguard its own.
7. The Parties agree to participate in the shredding of the Materials and AMES agrees that the NEVADA may record the shredding process of the Material. NEVADA will retain the video footage and associated copyrights of the video.

8. The execution of this Agreement shall not be construed, implicitly or otherwise, as granting either Party a right or license to use the Material, or any right to ownership.
9. AMES agrees to acknowledge NEVADA, for their contribution in any publications describing the research utilizing the Material and Material Output.
10. AMES may publish work performed using the NEVADA Material and Material Output. Any publications shall credit NEVADA for the use of the Material and Material Output. AMES will provide NEVADA with a copy of the draft manuscript prior to publication for NEVADA's review and approval. Notwithstanding anything to the contrary in this Agreement, AMES agrees not to disseminate, distribute, release, sell, lease, license or transfer, in any manner, the NEVADA Material to any third party for any reason, unless specifically authorized in writing by NEVADA to do so.
11. The Parties agree to use the Material in compliance with all applicable statutes and regulations.
12. Either Party has the right to terminate this Agreement at any time prior to the Material being processed. By signing this agreement, NEVADA acknowledges that the recycling process will permanently alter the chemical and physical properties of the Material. If terminated, AMES will discontinue within thirty (30) days its use of the above-mentioned Material for research until such time as a new agreement between the parties is established. If no Agreement is established between the parties, AMES agrees, upon direction of NEVADA, to return or destroy the Material.
13. The Material is experimental in nature, and AMES, IOWA STATE UNIVERSITY AND THE U.S. GOVERNMENT MAKE NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER RIGHTS.
14. In no event shall AMES be liable for any use of the Material, and NEVADA agrees to defend, indemnify, and hold AMES, Iowa State University, and the U.S. Government harmless from any loss, claim, damage, or liability, of whatsoever kind or nature, which may arise from or in connection with this Agreement or the use, storage and disposal of such Material.
15. This Agreement sets forth the entire agreement and understanding of the parties hereto regarding disclosure and use of Information. All additions or modifications to this Agreement shall be made in writing, and any such written additions or modifications shall be executed by both parties. Faxed or emailed signed copies shall be considered the same as originals.
16. This Agreement shall inure to the benefit of and be binding upon the successors and assignees of the parties hereto. It is understood that this Agreement may be transferred or assigned from AMES to DOE or its designee as a successor manager and operator of the Parties. This Agreement is not otherwise assignable, by operation of law or otherwise, without the prior written consent of the other Party.
17. This Agreement shall terminate twenty-four (24) months from the Effective Date. The Parties acknowledge that this Agreement may be executed in counterparts, and the sum of said counterparts shall represent a fully executed document. The Parties further acknowledge that facsimile signatures and certified electronic signatures are binding and constitute a legal method of executing this Agreement.

(Signatures to follow on the next page.)

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives.

For: AMES

AUTHORIZED REPRESENTATIVE

RECIPIENT SCIENTIST

By: _____

By: _____

Print Name: Julienne Krennrich
Director, Innovation Partnership

Print Name: Ikenna Nlebedim

Title: Program

Title: Scientist III

Date: _____

Date: _____

For: NEVADA

AUTHORIZED REPRESENTATIVE

PROVIDER (IF DIFFERENT/APPLICABLE)

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

City Administrators Report

November 28, 2022

Beacon/GIS

Beacon came and presented at our department head meeting. Discussed were all of the capabilities possible with GIS. This would benefit most, if not, all departments.

WWTF

Walls were tested, waiting to hear back from Terracon on the results.

February Event

Moving forward with this event, this will take place at the pavilion in SCORE park on February 25th. We are creating an event to help figure out a signature public art piece for Nevada, something that has been our vision plans to improve art across the community.

Enterprise Fleet

This is a separate division of Enterprise Rent-a-car, there were several things discussed regarding our vehicles and lease versus own as well as having sensors on each of our vehicles to help with routine maintenance and care. The sensors would be a big step in reassuring we are getting the most out of them so I will be excited to see more of a breakdown.

Trail Design

Met with HR Green today to discuss trail ideas that were presented. There were a few things Tim and I suggested to change but overall, it looks really good. Very excited to start seeing progress in this area.

Solar Lights:

Joe installed a solar light over on the corner of Fawcett and 19th, we are seeing how this holds up before we make a larger purchase to start phasing out some of our lights using electricity.

Power of Connection:

Met with IEDA last week to talk about grant opportunities for different types of studies to be conducted in order to provide more valuable information for future businesses. This is a grant NEDC would be receiving.

MONTHLY/WEEKLY STANDING MEETINGS

NEDC (Executive)

WWTF Phase 2 & 4

Pizza Pie Looza



STAFF MEETING AGENDA

Monday, November 21 @ 9:00 A.M

A. Old Business

- a. City Administrator
 - i. Beacon
 - Presentation
 - ii. Astra Security
 - Awarded bid, will be installing in December
 - iii. Development
 - Where are we at
 - iv. Fleet Management
 - Review on sensory devices for vehicle
 - v. Copy/Printer Lease-Jan 2023
 - Will have a new proposal
 - vi. Fossil Fuels policy
 - Discussion on possibility of creating policy
 - vii. Garage sale
 - Successful event, sold a lot of things.

Next Staff meeting: December 5

