

COPY



AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, MAY 22, 2023 – 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/85159572027?pwd=LzJ0V0F2aEtoOEZxSkY4VGVTdHBpdz09>

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

Webinar ID: 851 5957 2027 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, May 22, 2023

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. PUBLIC HEARING(S)
 - A. Fiscal Year 2022/2023 Budget Amendment, #1
 1. Public Hearing
 2. Resolution No. 099 (2022/2023): A Resolution Approving Fiscal Year 2022/2023 Budget Amendment #1
 - B. Public Hearing on Proposed Development Agreement with Oak Park Estates, L.C.
 1. Public Hearing
 2. Resolution No. 100 (2022/2023): Resolution Approving Development Agreement with Oak Park Estates, L.C., Authorizing Annual Appropriation Tax Increment

30
Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

- C. Public Hearing on Proposed Development Agreement with Workit, LLC
 - 1. Public Hearing
 - 2. Resolution No. 101 (2022/2023): Resolution Approving Development Agreement with Workit, LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement
- D. Public Hearing on Proposed Development Agreement with Cutting Edge Painting, L.L.C.
 - 1. Public Hearing
 - 2. Resolution No. 102 (2022/2023): Resolution Approving Development Agreement with Cutting Edge Painting, L.L.C., Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement
- E. Public Hearing on Proposed Development Agreement with Syngenta Crop Protection, LLC
 - 1. Public Hearing
 - 2. Resolution No. 103 (2022/2023): Resolution Approving Development Agreement with Syngenta Crop Protection, LLC., Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement
- 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 May 8, 2023
 - B. Approve Minutes of the Special Meeting held on May 15, 2023
 - C. Approve Payment of Cash Disbursements, including Check Numbers 79716-79825 and Electronic Numbers 1346-1362 (Inclusive) Totaling \$5,713,362.80 (See attached list)
 - D. Approve Financial Reports for Month of April, 2023
 - E. Extension for Catalyst Grant S.E. Briggs Block
 - F. Set Public Hearing for June 12, 2023 Voluntary Annexation Petition
- 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. 1045 (2022/2023): An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the May, 2023 Addition to the Nevada Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa, second reading
 - B. Resolution No. 104 (2022/2023): Resolution Approving Bond Purchase Agreement for the sale of General Obligation Urban Renewal Bonds, Series 2023A

- C. Resolution No. 105 (2022/2023): A Resolution Approving Concrete Crushing Services Agreement between Boomerang Corp. and City of Nevada

8. NEW BUSINESS

- A. Resolution No. 106 (2022/2023): A Resolution Approving the Application of the Capstone Group to the Iowa Economic Development Authority Iowa Workforce Housing Tax Credit Program
- B. Approve the Purchase of Wheel Loader
- C. Approve the Purchase of Snowblower for Wheel Loader

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

- 10. **CLOSED SESSION:** Closed Session pursuant to Iowa Code Section 21.5 (1) (i) to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.
- 11. Discussion and appropriate follow-up on Closed Session pursuant to Iowa Code Section 21.5 (1) (i) to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.

12. ADJOURN

The agenda was posted on the official bulletin board on May 18, 2023, in compliance with the requirements of the open meetings law.

Posted _____

E-Mailed _____

F:\OFFICE\COUNCIL\AGENDAS-COUNCIL\2022-2023\2023-05-22.DOC



**MEMO FOR
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, MAY 22, 2023 – 6:00 P.M.**

4. PUBLIC HEARING(S)

A. Fiscal Year 2022/2023 Budget Amendment, #1

1. Public Hearing
2. Resolution No. 099 (2022/2023): A Resolution Approving Fiscal Year 2022/2023 Budget Amendment #1

Enclosed you shall find the resolution to approve budget amendment #1.

B. Public Hearing on Proposed Development Agreement with Oak Park Estates, L.C.

1. Public Hearing
2. Resolution No. 100 (2022/2023): Resolution Approving Development Agreement with Oak Park Estates, L.C., Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

Enclosed you shall find the resolution approving the signed development agreement with Oak Park Estates, L.C.

C. Public Hearing on Proposed Development Agreement with Workit, LLC

1. Public Hearing
2. Resolution No. 101 (2022/2023): Resolution Approving Development Agreement with Workit, LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

Enclosed you shall find the resolution approving the signed development agreement with Workit, LLC

D. Public Hearing on Proposed Development Agreement with Cutting Edge Painting, L.L.C.

1. Public Hearing
2. Resolution No. 102 (2022/2023): Resolution Approving Development Agreement with Cutting Edge Painting, L.L.C., Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

Enclosed you shall find the resolution approving the proposed development agreement with Cutting Edge Painting, L.L.C. If there is not a signed development agreement prior to Monday night's meeting, please do not approve and table the resolution until other parties have signed.

E. Public Hearing on Proposed Development Agreement with Syngenta Crop Protection, LLC

1. Public Hearing
2. Resolution No. 103 (2022/2023): Resolution Approving Development Agreement with Syngenta Crop Protection, LLC., Authorizing Annual Appropriation Tax

Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

Enclosed you shall find the resolution approving the proposed development agreement with Syngenta Crop Protection, LLC. If there is not a signed development agreement prior to Monday night's meeting, please do not approve and table the resolution until other parties have signed.

7. OLD BUSINESS

- A. Ordinance No. 1045 (2022/2023): An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the May, 2023 Addition to the Nevada Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa, second reading

Enclosed you shall find the second reading for the ordinance that will set the district for Oak Park Estates to all Tax Increment to be collected

- B. Resolution No. 104 (2022/2023): Resolution Approving Bond Purchase Agreement for the sale of General Obligation Urban Renewal Bonds, Series 2023A

Enclosed you shall find the resolution approving the bond purchase agreement for the Field House

- C. Resolution No. 105 (2022/2023): A Resolution Approving Concrete Crushing Services Agreement between Boomerang Corp. and City of Nevada

Enclosed you shall find the resolution approving the agreement with Boomerang to crush the concrete at the waste water treatment plant.

8. NEW BUSINESS

- A. Resolution No. 106 (2022/2023): A Resolution Approving the Application of the Capstone Group to the Iowa Economic Development Authority Iowa Workforce Housing Tax Credit Program

Enclosed you shall find the resolution approving the Capstone Group's application for housing tax credits and partner with NEDC for the local match of \$1,000 per unit.

- B. Approve the Purchase of Wheel Loader

Enclosed you shall find the action form from Streets for the purchase of a wheel loader.

- C. Approve the Purchase of Snowblower for Wheel Loader

Enclosed you shall find the action form from Streets for the purchase of a snow blower.

Item # 4A
Date: 5-22-23

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:

05/11/2023

and that the fees charged are legal.

Sworn to and subscribed before on 05/11/2023

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$130.83

Order No: 8805113

of Copies:

Customer No: 835154

1

PO #: Form 653.C1 - FY23 Amend

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

AMY KOKOTT
Notary Public
State of Wisconsin

RECEIVED

MAY 15 2023

CITY OF NEVADA

**NOTICE OF PUBLIC HEARING - AMENDMENT OF
CURRENT BUDGET**

City of NEVADA

Fiscal Year July 1, 2022 - June 30, 2023

The City of NEVADA will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2023

Meeting Date/Time: 5/22/2023 06:00 PM

Contact: Kerin Wright

Phone: (515) 382-5466 ext: 225

Meeting Location: Nevada City Council Chambers, 1209 6th St. Nevada IA

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

REVENUES & OTHER FINANCING SOURCES	Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1		
Less: Uncollected Delinquent Taxes - Levy Year	2	0	4,158,558
Net Current Property Tax	3	0	0
Delinquent Property Tax Revenue	4	0	4,158,558
TIF Revenues	5	0	0
Other City Taxes	6	0	563,561
Licenses & Permits	7	0	1,047,912
Use of Money & Property	8	0	110,300
Intergovernmental	9	100,000	187,815
Charges for Service	10	206,000	1,721,765
Special Assessments	11	0	5,268,789
Miscellaneous	12	0	0
Other Financing Sources	13	6,600	1,787,220
Transfers In	14	43,000	36,960,000
Total Revenues & Other Sources	15	70,000	4,595,894
EXPENDITURES & OTHER FINANCING USES		425,600	56,401,814
Public Safety	16		
Public Works	17	196,000	1,930,519
Health and Social Services	18	967,094	1,037,094
Culture and Recreation	19	53,000	53,000
Community and Economic Development	20	2,070,796	64,500
General Government	21	804,544	2,135,296
Debt Service	22	867,923	1,022,544
Capital Projects	23	96,000	963,923
Total Government Activities Expenditures	24	1,781,163	1,781,163
Business Type/Enterprise	25	7,270,000	10,270,000
Total Gov Activities & Business Expenditures	26	15,549,039	19,193,539
Transfers Out	27	37,274,559	37,636,559
Total Expenditures/Transfers Out	28	52,823,598	56,830,098
Excess Revenues & Other Sources Over (Under)		4,525,894	4,595,894
Expenditures/Transfers Out		57,349,492	61,425,992
Beginning Fund Balance July 1, 2022	29	-1,373,278	-5,024,178
Ending Fund Balance June 30, 2023	30	27,662,699	27,662,699
	31	26,289,421	22,638,521

Explanation of Changes: Increased costs in fuel, vehicle and equipment repairs, chemicals and other purchases that were planned but were at a higher cost than anticipated. There was an increase in property/liability insurance across all departments. Also, capital purchases that were planned in FY22 but were not received until FY23. Additional budget for the Fieldhouse project to allow for payments to contractors in this fiscal year, this does not increase the cost project only when payments are made. The City also received several grants and donations that were not budgeted for. The amendment is for the revenue and expense of those grants/donations. Increase in interest earned on all reserves.

RESOLUTION NO. 099 (2022/2023)
A RESOLUTION APPROVING FISCAL YEAR 2022/2023 BUDGET AMENDMENT #1

WHEREAS, the City of Nevada, Iowa, has prepared Amendment #1 to the Annual Budget for Fiscal Year 2022/2023; and

WHEREAS, a Public Hearing was held regarding this proposed Budget Amendment #1 on May 22, 2023 at 6:00 p.m. at the Nevada City Hall Council Chambers, 1209 6th Street, Nevada, Iowa; and

NOW, THEREFORE, BE IT RESOLVED, that the Nevada City Council of the City of Nevada, Iowa, approves of the Fiscal Year 2022/2023 Budget Amendment #1 and that the Mayor and City Clerk are hereby authorized and directed to execute said resolution and file the proper paperwork.

Passed and approved this 22nd day of May, 2023.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 099 (2022/2023) be adopted.

AYES: —

NAYS: —

ABSENT: —

The Mayor declared Resolution No. 099 (2022/2023) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 099 (2022/2023) at the regular Council Meeting of the City of Nevada, Iowa, held on the 22nd day of May, 2023.

Kerin Wright, City Clerk

1209 6th Street
P.O. Box 530
Nevada, IA 50201-0530



Kerin Wright
City Clerk
Phone: (515) 382-5466
Fax: (515) 382-4502
kwright@cityofnevadaiaowa.org

May 4, 2023

TO: Mayor - City Council Members
City Administrator Jordan Cook

FROM: Kerin Wright, City Clerk

Attached is the public hearing notice for the Fiscal Year Budget Amendment #1 for 2022/2023. I wanted to give a little background on the amendment as it is longer than normal. We typically budget for what we need with not much cushion and based off the past two years spending. With costs rising in so many areas and delays, it has been difficult to do.

The major areas affecting all departments was the rising costs for insurance (property/liability/health), fuel, repairs and maintenance, and chemicals. When so much of our work deals with software for everything, it requires IT time when there are issues. There was also an increase for all salaries across the board after the budget was approved. In several departments equipment purchases were budgeted in the preceding FY2021/2022 but weren't received until this FY2022/2023.

The good news of the amendment is the increase for the grants and donations that were received and expensed. With the MicroEnterprise Grants, we will receive the money from the state and disperse it to the property owners. That holds true with the Catalyst Grants for the downtown area. A big job well done to the fire department and library for also receiving several grants and always trying for those dollars and usually receiving them!

A couple of the big amendment dollars are from the two big projects we have right now. The Fieldhouse and the Wastewater Treatment Facility. Not knowing how much will be needed in the next two months to pay contractors it is best to allow some additional money there. The wastewater project is for the SRF Payment that will be due for the last bond that we received. This amount was not known at the time the budget was created.

In reviewing the revenue and expenses for the end of the fiscal year I still anticipate that we will have a slight surplus. With that being said... We have two months left in the fiscal year and it has been a crazy year, so anything can happen. Not sure what the future years will look like with the changes that are coming, but I do know that we will find a way to provide the best possible service to our residents in the most economical way possible and continue to make Nevada the best place to live, work and call home.

Please let me know if you have any questions about the amendment and I would be happy to provide more detail if needed.

RESOLUTION NO. 100 (2022/2023)

Resolution Approving Development Agreement with Oak Park Estates, L.C.,
Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain
Tax Increment Revenues to the Payment of the Agreement

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

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

WHEREAS, a certain development agreement (the “Agreement”) between the City and Oak Park Estates, L.C. (the “Company”) has been prepared in connection with the construction of certain public infrastructure improvements by the Company necessary for the development of residential housing in the Urban Renewal Area (the “Project”); and

WHEREAS, under the Agreement, the City would provide annual appropriation incremental property tax payments to the Company in a total amount not exceeding \$1,800,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on May 22, 2023, and has otherwise complied with statutory requirements for the approval of the Agreement; and

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

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

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

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

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

(a) The Project will add diversity and generate new opportunities for the Nevada and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation and retention of jobs and income and the creation of new housing opportunities which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments to the Company.

Section 3. The Agreement is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council. Such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. All payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund (the "Oak Park Estates, L.C. Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

Lots 1-10 and 12-42 in Academy Estates and Parcel J, all in the SE1/4 of Section 7-83-22, City of Nevada, Story County, Iowa.

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

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

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

Passed and approved May 22, 2023.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

• • • • •

On motion and vote the meeting adjourned.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

DEVELOPMENT AGREEMENT

This Agreement is entered into between City of Nevada, Iowa (the “City”) and Oak Park Estates, L.C. (the “Developer”) as of the ____ day of _____, 2023 (the “Commencement Date”).

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

WHEREAS, the Developer owns certain property in the Urban Renewal Area, the legal description of which is set out in Exhibit A hereto (the “Property”), and the Developer has undertaken the development of a residential subdivision (the “Housing Project”) on the Property, including the construction of certain public infrastructure improvements in connection therewith (the “Infrastructure Project”); and

WHEREAS, the Developer has requested that the City provide financial assistance in the form of tax increment financing assistance for the Infrastructure Project; and

WHEREAS, the Iowa Urban Renewal law requires that any project related to housing which receives tax increment financing assistance must also generate funds to be used to provide assistance related to housing for low and moderate income families; and

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

NOW THEREFORE, the parties hereto agree as follows:

A. Developer’s Covenants:

1. Housing Project, Subdivision, and Infrastructure Project Construction. The Developer agrees to construct the Housing Project on the Property in accordance with the detailed site plan previously approved by the City Council on _____, 20__ and set forth on Exhibit B hereto. Prior to beginning construction of the Housing Project, the Developer will subdivide the Property in accordance with applicable ordinances and regulations.

2. Infrastructure Project Construction and Costs. The Developer agrees to cause the construction of the Infrastructure Project in accordance with the timeline and specifications set forth on Exhibit C hereto. Prior to constructing the Infrastructure Project, the Developer will submit copies of all engineering documents related to the proposed Infrastructure Project to the City. The City may request reasonable changes in such documents, to ensure compliance with any applicable ordinances or regulations.

The City shall retain all rights to inspect the Infrastructure Project for quality of work and full compliance with all applicable laws, ordinances and regulations. Nothing in this subsection shall be interpreted as limiting the City’s rights to not accept the work if the Infrastructure Project is not completed to the satisfaction of the City.

Upon completion of the Infrastructure Project, provided that (i) such improvements are of the type ordinarily dedicated to the City in connection with housing development projects; (ii) the City confirms to the Developer in writing that such completed improvements meet City requirements; and (iii) the City accepts such Infrastructure Project in accordance with State law, the Developer will provide the City with either a deed or permanent easement to the improvements and related right-of-way comprising the Infrastructure Project, which shall thereafter be maintained by the City.

3. Infrastructure Project Costs Documentation. Upon completion of the Infrastructure Project, the Developer agrees to provide documentation (the "Costs Documentation") detailing the costs (the "Infrastructure Costs") incurred in the completion thereof. Such Infrastructure Costs may include all infrastructure-related land acquisition costs; cost of designing and constructing the Infrastructure Project; landscaping and grading all land for the Infrastructure Project; interest expense and other costs of financing the Infrastructure Project; and other reasonably related costs of carrying out the Infrastructure Project, including legal fees as provided for in this Agreement. The Infrastructure Costs shall not include such costs as are incurred in the completion of the Housing Project.

The Costs Documentation will be accompanied by invoices, and such other documentation as is reasonably requested by the City, confirming that the Infrastructure Costs detailed in such Costs Documentation were in fact incurred in the installation of the Infrastructure Project and that such costs are of an amount reasonably to have been expected with respect to such installation. The Developer will include a cover page in the form attached hereto as Exhibit D with its submittal of the Costs Documentation.

4. Completion Date of First Houses; Property Tax Abatement. The Developer acknowledges that the lots comprising the Property are eligible for tax abatement under the City's urban revitalization plan adopted pursuant to Chapter 404 of the Code of Iowa. The Developer agrees that construction of the first houses being constructed as part of the Housing Project on the Property will be completed by December 31, 2024, and anticipates that the owner of such houses will apply for property tax abatement by February 15, 2025 for the property tax payment period beginning July 1, 2026 and continuing to and including June 30, 2029. Accordingly, Incremental Property Tax Revenues (as hereinafter defined) will not be available to make any Payments under Section B.2 of this Agreement until the City's 2029-2030 fiscal year.

Further to the extent that the owners of any of the houses constructed as part of the Housing Project fail to timely apply for property tax abatement, then the taxable valuation of such houses will go on the property tax rolls of Story County, Iowa. Accordingly, Incremental Property Tax Revenues will become available on such houses sooner than if the property owners had timely filed for abatement. The Developer agrees that it is the responsibility of the Developer to monitor the date on which taxable valuation from any houses constructed as part of the Housing Project goes on the property tax rolls of Story County, Iowa and to notify the City through the filing of a Triggering Certification (as hereinafter defined) for such houses. The Developer further agrees that failure by the Developer to file a Triggering Certification for a particular house or houses in the calendar year in which the taxable valuation of such houses first goes on the property tax rolls could result in the inability of the City to collect Incremental Property Tax Revenues from such houses.

5. Developer's Certifications – Payment Phases; Base Valuation. The Developer shall have the right to divide the taxable parcels comprising the Property into three (3) phases (the “Payment Phases” and, individually, each a “Payment Phase”) for purposes of calculating and administering the Payments (as hereinafter defined). The Developer agrees to certify (each a “Triggering Certification”) to the City its intent to begin the process of dividing Incremental Property Tax Revenues (as hereinafter defined) from each Payment Phase. Each Triggering Certification shall be made by no later than October 15 of the year immediately preceding the fiscal year in which the Developer intends for the Payments (as hereinafter defined) to begin for each Payment Phase. The Developer hereby acknowledges that the submission of the initial Worksheet (as defined in Section A.6 of this Agreement) for any particular Payment Phase will satisfy the requirements of this Section A.5. The Developer agrees that the initial Triggering Certification shall be submitted to the City on October 15, 2028, or such earlier date if taxable valuation from the houses constructed as part of the Housing Project goes on the property tax rolls sooner than January 1, 2028.

The Developer agrees that the taxable base valuation (the “Base Valuation”) of the Property for purposes of calculating Incremental Property Tax Revenues (as hereinafter defined) under Section 403.19 of the Code of Iowa and this Agreement shall be the taxable valuation of the Property shown on the property tax rolls of Story County, Iowa as of January 1 of the year prior to the year in which the Triggering Certification for the first Payment Phase is filed with the City. The Base Valuation shall be apportioned to the Property included in each Payment Phase on a pro rata basis, and the apportioned Base Valuation for each such Payment Phase shall be recorded in Section 3 of the Worksheet (as hereinafter defined) for each Payment Phase.

6. Property Tax Payment Certification. The Developer agrees to certify to the City by no later than October 15 of each year during the Term (as hereinafter defined) commencing October 15 of the year in which the Triggering Certification is made for the first Payment Phase (October 15, 2028), an amount (each, the “Developer’s Estimate”) equal to the estimated Incremental Property Tax Revenues (as hereinafter defined) anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of each of the then-certified Payment Phases of the Property. However, the Developer shall only have the right to include incremental valuation from a particular Payment Phase in the Developer’s Estimate for a period not in excess of ten (10) years.

In submitting each such Developer’s Estimate for each Payment Phase, the Developer will complete and submit the worksheet (the “Worksheet”) attached hereto as Exhibit E. Each Developer’s Estimate shall be divided into two figures: (1) 50.70% shall be designated as the “LMI Amount” (see Section B.5 below); and (2) 49.30% shall be designated as the “Projected Payment Amount.” A separate Worksheet must be submitted for each Payment Phase. The City reserves the right to review and request revisions to each such Developer’s Estimate to ensure the accuracy of the figures submitted.

For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (City, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General

Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the relevant Payment Phase of the Property, as shown on the property tax rolls of Story County, above and beyond that the Base Valuation of the lots included with each such Payment Phase; and (4) deducting any property tax credits which shall be available with respect to the incremental valuation of the Property.

Upon request, the City staff shall provide reasonable assistance to the Developer in completing the Worksheet(s) required under this Section A.6.

7. Events of Default.

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

- i. Failure by the Developer to complete construction of the Housing Project pursuant to the terms and conditions of this Agreement.
- ii. Failure by the Developer to complete construction of the Infrastructure Project pursuant to the terms and conditions of this Agreement.
- iii. Failure by the Developer to comply with Sections A.3, A.4, A.5 and A.6 of this Agreement.
- iv. Failure by the Developer to observe or perform any other material covenant on its part, to be observed or performed hereunder.

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

- i. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- ii. Withhold the Payments provided for under Section B.2 below, such right being additional to the right of annual appropriation as set forth in Section B.3 below.

8. Legal and Administrative Costs. The Developer hereby acknowledges that the City will cover the initial payment of legal fees and administrative costs (the “Actual Admin Costs”) incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the necessary amendment to the Urban Renewal Area. Furthermore, the Developer agrees that the City shall withhold an amount (the “Admin Withholding Amount”) equal to the lesser of (1) \$10,000 or (2) the Actual Admin Costs from the initial Payments (as hereinafter set forth) in order to recover some or all of the Actual Admin Costs.

B. City's Covenants:

1. Review of Costs Documentation. The City staff will review the Cost Documentation upon receipt from the Developer. If the City determines the costs set forth in the Costs Documentation are costs reasonably incurred in the construction of the Infrastructure Project, the City shall record a summary of the date, amount and nature of the costs (the "Accepted Infrastructure Costs") on the Summary of Accepted Public Infrastructure Costs attached hereto as Exhibit F, and such summary shall be the official record of the Accepted Infrastructure Costs for purposes of tallying the Maximum Payment Total, as defined in Section B.2 of this Agreement.

If the City determines the Infrastructure Costs set forth in the Costs Documentation are not costs reasonably incurred in the construction of the Infrastructure Project, the City shall notify the Developer of such determination within fifteen (15) days of such determination in order to allow an opportunity for the Developer to cure the noted deficiencies.

2. Payments. In recognition of the Developer's obligations set out above, the City agrees to make semiannual economic development tax increment payments (the "Payments" and, individually, each a "Payment") to the Developer during the Term (as hereinafter defined) pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments (the "Maximum Payment Total") shall not exceed the lesser of (i) the Accepted Infrastructure Costs, or (ii) \$1,800,000. The Payments shall be funded from the incremental valuation of any given Payment Phase for a period not in excess of ten (10) years after the certification of such Payment Phase. All Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

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

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

Each Payment shall be in an amount which represents the Incremental Property Tax Revenues received by the City with respect to the incremental valuation of the Property resulting from the Housing Project during the six (6) months immediately preceding such payment date reduced by the LMI Amount as set forth in Section A.6 above and Section B.5 below.

The Payments with respect to each Payment Phase will be made on December 1 and June 1 of each fiscal year following an affirmative appropriation decision as provided for under Section B.3 below, beginning on December 1 of the fiscal year immediately succeeding the year in which the Triggering Certification is made for such Payment Phase, and continuing for a total of ten (10) fiscal years for each Payment Phase, provided, however, that no Payments will be made after the date the earlier of which is (i) the date on which the aggregate sum of Payments made hereunder equals the Maximum Payment Total; (ii) June 1 of the fiscal year in which

Payments from each Payment Phase have been made for a total of ten (10) fiscal years; or (iii) June 1 of the fiscal year in which Payments hereunder have been made for a total of twenty (20) fiscal years.

For example, assuming the Triggering Certification for the first Payment Phase is made October 15, 2028, and all appropriation determinations are approved affirmatively by the City Council under Section B.3 below, then Payments for that first Payment Phase will be made on each December 1 and June 1, beginning December 1, 2029 and continuing through the sooner of June 1, 2039 or the date on which the aggregate sum of Payments made hereunder equals the Maximum Payment Total. In this example the final date on which Payments from the second and third Payments Phases could be made would be June 1, 2049.

3. Annual Appropriation. The Payments shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term (as hereinafter defined), beginning in the fiscal year in which the Triggering Certification is filed for the first Payment Phase, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount (the “Appropriated Amount”) of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Developer’s Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Developer will have no rights whatsoever to compel the City to make such Payments or to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year’s Payments shall not render this Agreement null and void, and the Developer shall make the next succeeding submission of the Developer’s Estimate as called for in Section A.6 above, provided however that no Payment shall be made under this Agreement after the expiration of the Term.

4. Payment Amounts. The aggregate Payments to be made in a fiscal year shall not exceed an amount equal to the corresponding Appropriated Amount (for example, for the Payments due on December 1, 2029 and on June 1, 2030, the aggregate maximum amount of such Payments would be determined by the Appropriated Amount determined for certification by December 1, 2028). Furthermore, the amount of each such Payment shall not exceed the amount of Incremental Property Tax Revenues (excluding allocations of “back-fill” or “make-up” payments from the State of Iowa for property tax credits or roll-back) actually received by the City from the Story County Treasurer attributable to the taxable incremental valuation of the Property in the six (6) months immediately preceding such Payment due date minus the then-effective LMI Amount.

5. Low and Moderate Income Set Aside. On each Payment date, the City shall retain from then-accumulated Incremental Property Tax Revenues received with respect to the Property an amount equal to such accumulated Incremental Property Tax Revenues multiplied by the minimum percentage required by Section 403.22 of the Code of Iowa. As of the date of this Agreement, the applicable minimum percentage is 50.70%. At such time that the City has retained Incremental Property Tax Revenues equal to 50.70% of the Maximum Payment Total,

the City shall no longer be required to retain the LMI Amount from the Incremental Property Tax Revenues before making the Payments to the Developer.

The funds retained shall be used by the City in the provision of assistance to low and moderate income families, pursuant to Section 403.22 of the Code of Iowa. The Developer may apply to the City for all or a portion of the funds set aside for assistance to low and moderate income families, provided the Developer can document to the satisfaction of the City that housing units which are located on the Property are occupied or reserved to be occupied by families which meet the required income limits of state law. The City reserves the right to allocate funds retained under this Section B.5 in any lawful manner of its choosing.

6. Certification of Payment Obligation. In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.3 above, then the City Auditor will certify by December 1 of each such year to the Story County Auditor (for purposes of Section 403.19 of the Code of Iowa) an amount equal to the most recently obligated Appropriated Amount for the funding of the Payments, plus the corresponding LMI Amount due in the next succeeding fiscal year.

C. Administrative Provisions:

1. Assignment. Neither party shall have the right to cause the Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Developer's rights to receive the Payments hereunder may be assigned by the Developer to a private lender, as security on a credit facility taken in connection with the Housing Project and/or the Infrastructure Project, without further action on the part of the City. This Agreement is personal to the Developer and shall not run with the Property.

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

3. Term. The term (the "Term") of this Agreement shall commence on the Commencement Date and end on the date on which the last Payment is made by the City to the Developer under Section B.2 above.

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

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

CITY OF NEVADA, IOWA

By: _____
Mayor, Brett Barker

Attest:

City Clerk

OAK PARK ESTATES, L.C.

By: Joe Hill owner
[Name, Title]

EXHIBIT A
LEGAL DESCRIPTION OF HOUSING PROPERTY

Lots 1-10 and 12-42 in Academy Estates and Parcel J, all in the SE1/4 of Section 7-83-22, City of Nevada, Story County, Iowa.

EXHIBIT B
SITE PLAN FOR HOUSING PROJECT

EXHIBIT C
TIMELINE AND SPECIFICATIONS OF INFRASTRUCTURE PROJECT

EXHIBIT D
**FORM OF COVER PAGE FOR INFRASTRUCTURE PROJECT COSTS
DOCUMENTATION**

Date submitted: _____

Submitted by: _____

Contact information: _____

Index of Invoices/Statements Attached to substantive request:

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

OAK PARK ESTATES, L.C.

By: _____

Title: _____

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

By: _____
City Administrator

EXHIBIT E
DEVELOPER'S ESTIMATE WORKSHEET
COMPLETE ONE FOR EACH OPERATIVE PAYMENT PHASE
PAYMENT PHASE ____

- Is this the first worksheet for a new phase: Yes / No
- Contains the following described taxable parcels:

- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Taxable Valuation of Property in Phase as of January 1, 20__:
- \$ _____.
- (3) Base Taxable Valuation of Property in Phase:
- \$ _____.
- (4) Incremental Taxable Valuation of Property in Phase (2 minus 3):
- \$ _____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
- \$ _____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
- \$ _____ x \$ _____ /1000=\$ _____ (the "Developer's Estimate")
- (7) Developer's Estimate = \$ _____
- x .4930 = \$ _____ (Projected Payments Amount)
- x .5070 = \$ _____ (Estimated LMI Amount)

EXHIBIT F
SUMMARY OF ACCEPTED INFRASTRUCTURE COSTS

Date of Cost	Amount of Cost	Nature of Cost	Date Accepted by City

RESOLUTION NO. 101 (2022/2023)

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

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

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

WHEREAS, a certain development agreement (the “Agreement”) between the City and Workit, LLC (the “Company”) has been prepared in connection with the construction of commercial buildings by the Company for use in the Company’s commercial development and leasing operations in the Urban Renewal Area (the “Project”); and

WHEREAS, under the Agreement, the City would provide annual appropriation incremental property tax payments to the Company in a total amount not exceeding \$50,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on May 22, 2023, and has otherwise complied with statutory requirements for the approval of the Agreement; and

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

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

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

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

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

(a) The Project will add diversity and generate new opportunities for the Nevada and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation of new jobs and income, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments to the Company.

Section 3. The Agreement is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council. Such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. All payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund (the "Workit, LLC Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

Airport Road Industrial Park 5th Addition, Lot 8, Parcel C (20-05793), City of Nevada, Story County, Iowa.

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

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

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

Passed and approved May 22, 2023.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

• • • • •

On motion and vote the meeting adjourned.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Nevada, Iowa (the "City") and Workit, LLC (the "Company") as of the 8th day of May, 2023 (the "Commencement Date").

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

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

WHEREAS, the Company has undertaken the construction of commercial buildings (the "Project") on the Property for use in the Company's commercial development and leasing business operations; and

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

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

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

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

NOW THEREFORE, the parties hereto agree as follows:

A. Company's Covenants

1. Project Construction. The Company agrees to construct the Project on the Property. The Company has submitted a detailed site plan (the "Site Plan") for the development of the Project to the City which was approved by the City Council on _____, 2023. The Site Plan is attached hereto as Exhibit B. The Company agrees to construct the Project in substantial conformance with the Site Plan and the City's zoning, land use, building and safety codes and regulations. The Company further agrees to substantially complete such construction by no later than December 31, 2024.

The Company agrees to ensure that the Project is used in the business operations of the Company (the "Operational Requirement") throughout the Term (as hereinafter defined) of this Agreement. For purposes of this Agreement, the Project is being used as part of the Company's business operations if (i) the Project is being used as part of the ongoing business operations of one or more commercial enterprise(s), or (ii) the Project is actively available for lease and use in the ongoing business operations of a commercial or industrial enterprise.

The Company agrees to maintain, preserve, and keep the Property, including but not limited to the Project, useful and in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions. Further, the Company agrees to maintain compliance with local zoning, land use, building and safety codes and regulations.

2. **Company's Operational Certifications.** The Company agrees to certify (the "Operational Certification") to the City by no later than October 15 of each year during the Term commencing October 15, 2025, that the Company owns the Project and that the Company is in compliance with the Operational Requirement. Each Operational Certification shall be accompanied by documentation demonstrating, to the satisfaction of the City, that the Company is in compliance with the Operational Requirement.

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

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

Fiscal Year of City	Annual Percentage
First Payment Year	100%
Second Payment Year	75%
Third Payment Year	60%
Fourth Payment Year	50%
Fifth Payment Year	50%

The Company agrees to certify to the City by no later than October 15 of each year, commencing October 15, 2025, an amount (the "Company's Estimate") equal to the estimated Incremental Property Tax Revenues anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property factored by the applicable Annual Percentage. In submitting each such Company's Estimate, the Company will complete and submit the worksheet (the "Worksheet") attached hereto as Exhibit C. The City reserves the right to review and request revisions to each such Company's Estimate to ensure the accuracy of the figures submitted.

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

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

5. Default Provisions.

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

- i. Failure by the Company to complete construction of the Project pursuant to the terms and conditions of this Agreement.
- ii. Failure by the Company to maintain compliance with the Operational Requirement pursuant to the terms and conditions of this Agreement.
- iii. Failure by the Company to fully and timely remit payment of property taxes when due and owing.
- iv. Failure by the Company to comply with Sections A.2 and A.4 of this Agreement.
- v. Failure by the Company to observe or perform any other material covenant on its part, to be observed or performed hereunder.

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

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

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

B. City's Obligations

1. **Payments.** In recognition of the Company's obligations set out above, the City agrees to make five (5) annual economic development tax increment payments (the "Payments" and, individually each, a "Payment") to the Company during the Term pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments to be made under this Agreement during the Term shall not exceed \$50,000 (the "Maximum Payment Total"). All Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

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

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

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

It is assumed that the new valuation from the Project will go on the property tax rolls as of January 1, 2025. Accordingly, the Payments will be made on June 1 of each fiscal year, beginning on June 1, 2027 and continuing to, and including, June 1, 2031, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

2. **Annual Appropriation.** Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term of this Agreement, beginning in calendar year 2025, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payment due in the following fiscal year, an amount (the "Appropriated Amount") of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company's Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payment scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payment, to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Payment shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company's Estimate as called for in Section A.4 above, provided however that no Payment shall be made after June 1, 2031.

3. **Payment Amounts.** Each Payment shall be in an amount equal to the corresponding Appropriated Amount (for example, for the Payment due on June 1, 2027, the amount of such Payment would be determined by the Appropriated Amount determined for

certification by December 1, 2025) provided, however, that no Payment shall exceed an amount which represents the Annual Percentage of Incremental Property Tax Revenues available to the City with respect to the Property during the twelve (12) months immediately preceding each Payment date.

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

C. **Administrative Provisions**

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

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

3. **Term.** The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 2031 or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.

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

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

CITY OF NEVADA, IOWA

By:


Mayor, Brett Barker

Attest:

City Clerk

WORKIT, LLC

By:


Managing Member

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Airport Road Industrial Park 5th Addition, Lot 8, Parcel C (20-05793), City of Nevada, Story County, Iowa.

EXHIBIT B

SITE PLAN

EXHIBIT C

COMPANY'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Taxable Valuation of Property as of January 1, 20__:
\$_____.
- (3) Base Taxable Valuation of Property (January 1, 2023):
\$_____.
- (4) Incremental Taxable Valuation of Property (2 minus 3):
\$_____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$_____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$_____ x \$_____/1000 = \$_____ (the "TIF Estimate")
- (7) TIF Estimate (\$_____) x ____ (Annual Percentage) = Company's Estimate (\$_____).

Payment Year	Annual Percentage
First Payment Year	100%
Second Payment Year	75%
Third Payment Year	60%
Fourth Payment Year	50%
Fifth Payment Year	50%

RESOLUTION NO. 102 (2022/2023)

Resolution Approving Development Agreement with Cutting Edge Painting, L.L.C., Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

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

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

WHEREAS, a certain development agreement (the “Agreement”) between the City and Cutting Edge Painting, L.L.C. (the “Company”) has been prepared in connection with the construction by the Company of a new building for use in its business operations in the Urban Renewal Area (the “Project”); and

WHEREAS, under the Agreement, the City would provide annual appropriation incremental property tax payments to the Company in a total amount not exceeding \$75,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on May 22, 2023, and has otherwise complied with statutory requirements for the approval of the Agreement; and

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

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

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

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

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

(a) The Project will add diversity and generate new opportunities for the Nevada and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation of new jobs and income, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments to the Company.

Section 3. The Agreement is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council. Such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. All payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund (the "Cutting Edge Painting, L.L.C. Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

A Airport Road Industrial Park 5th Addition, Lot 3, City of Nevada, Story County, Iowa.

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

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

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

Passed and approved May 22, 2023.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

• • • • •

On motion and vote the meeting adjourned.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Nevada, Iowa (the “City”) and Cutting Edge Painting, L.L.C. (the “Company”) as of the ____ day of _____, 2023 (the “Commencement Date”).

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

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

WHEREAS, the Company has undertaken the construction of a new commercial building (the “Project”) on the Property for use in the Company’s business operations; and

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

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

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

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

NOW THEREFORE, the parties hereto agree as follows:

A. Company’s Covenants

1. Project Construction. The Company agrees to construct the Project on the Property. The Company has submitted a detailed site plan (the “Site Plan”) for the development of the Project to the City which was approved by the City Council on _____, 2023. The Site Plan is attached hereto as Exhibit B. The Company agrees to construct the Project in substantial conformance with the Site Plan and the City’s zoning, land use, building and safety codes and regulations. The Company further agrees to substantially complete such construction by no later than December 31, 2024.

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

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

excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions. Further, the Company agrees to maintain compliance with local zoning, land use, building and safety codes and regulations.

2. Company's Operational Certifications. The Company agrees to certify (the "Operational Certification") to the City by no later than October 15 of each year during the Term commencing October 15, 2025, that the Company owns the Project and that the Company is in compliance with the Operational Requirement. Each Operational Certification shall be accompanied by documentation demonstrating, to the satisfaction of the City, that the Company is in compliance with the Operational Requirement.

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

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

Fiscal Year of City	Annual Percentage
First Payment Year	100%
Second Payment Year	75%
Third Payment Year	60%
Fourth Payment Year	50%
Fifth Payment Year	50%

The Company agrees to certify to the City by no later than October 15 of each year, commencing October 15, 2025, an amount (the "Company's Estimate") equal to the estimated Incremental Property Tax Revenues anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property factored by the applicable Annual Percentage. In submitting each such Company's Estimate, the Company will complete and submit the worksheet (the "Worksheet") attached hereto as Exhibit C. The City reserves the right to review and request revisions to each such Company's Estimate to ensure the accuracy of the figures submitted.

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

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

5. Default Provisions.

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

- i. Failure by the Company to complete construction of the Project pursuant to the terms and conditions of this Agreement.
- ii. Failure by the Company to maintain compliance with the Operational Requirement pursuant to the terms and conditions of this Agreement.
- iii. Failure by the Company to fully and timely remit payment of property taxes when due and owing.
- iv. Failure by the Company to comply with Sections A.2 and A.4 of this Agreement.
- v. Failure by the Company to observe or perform any other material covenant on its part, to be observed or performed hereunder.

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

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

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

B. City's Obligations

1. Payments. In recognition of the Company's obligations set out above, the City agrees to make five (5) annual economic development tax increment payments (the "Payments" and, individually each, a "Payment") to the Company during the Term pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments to be made under this Agreement during the Term shall not exceed \$75,000 (the "Maximum Payment Total"). All Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

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

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

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

It is assumed that the new valuation from the Project will go on the property tax rolls as of January 1, 2025. Accordingly, the Payments will be made on June 1 of each fiscal year, beginning on June 1, 2027 and continuing to, and including, June 1, 2031, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

2. Annual Appropriation. Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term of this Agreement, beginning in calendar year 2025, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payment due in the following fiscal year, an amount (the "Appropriated Amount") of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company's Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payment scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payment, to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Payment shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company's Estimate as called for in Section A.4 above, provided however that no Payment shall be made after June 1, 2031.

3. Payment Amounts. Each Payment shall be in an amount equal to the corresponding Appropriated Amount (for example, for the Payment due on June 1, 2027, the

amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 2025) provided, however, that no Payment shall exceed an amount which represents the Annual Percentage of Incremental Property Tax Revenues available to the City with respect to the Property during the twelve (12) months immediately preceding each Payment date.

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

C. **Administrative Provisions**

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

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

3. **Term.** The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 2031 or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.

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

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

CITY OF NEVADA, IOWA

By: 

Mayor

Attest:

City Clerk

CUTTING EDGE PAINTING, L.L.C.

By: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

A Airport Road Industrial Park 5th Addition, Lot 3, City of Nevada, Story County, Iowa.

EXHIBIT B

SITE PLAN

EXHIBIT C

**ANNUAL TIF WORKSHEET
COMPANY'S ESTIMATE**

COMPANY'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Taxable Valuation of Property as of January 1, 20__:
\$_____.
- (3) Base Taxable Valuation of Property (January 1, 2024):
\$_____.
- (4) Incremental Taxable Valuation of Property (2 minus 3):
\$_____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$_____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$_____ x \$_____/1000 = \$_____ (the "TIF Estimate")
- (7) TIF Estimate (\$_____) x ____ (Annual Percentage) = Company's Estimate (\$_____).

Payment Year	Annual Percentage
First Payment Year	100%
Second Payment Year	75%
Third Payment Year	60%
Fourth Payment Year	50%
Fifth Payment Year	50%

RESOLUTION NO. 103 (2022/2023)

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

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

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

WHEREAS, a certain development agreement (the “Agreement”) between the City and Syngenta Crop Protection, LLC (the “Company”) has been prepared in connection with the expansion by the Company of its existing facilities for use in its business operations in the Urban Renewal Area (the “Project”); and

WHEREAS, under the Agreement, the City would provide annual appropriation incremental property tax payments to the Company in a total amount not exceeding \$200,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on May 22, 2023, and has otherwise complied with statutory requirements for the approval of the Agreement; and

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

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

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

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

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

(a) The Project will add diversity and generate new opportunities for the Nevada and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation and retention jobs and income, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments to the Company.

Section 3. The Agreement is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council. Such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. All payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund (the "Syngenta Crop Protection, LLC Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

Airport Road Industrial Park, Lot 2, City of Nevada, Story County, Iowa.

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

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

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

Passed and approved May 22, 2023.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

• • • • •

On motion and vote the meeting adjourned.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Nevada, Iowa (the “City”) and Syngenta Crop Protection, LLC (the “Company”) as of the ____ day of _____, 2023 (the “Commencement Date”).

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

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

WHEREAS, the Company has undertaken the expansion of its existing facilities (the “Project”) on the Property for use in the Company’s business operations; and

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

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

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

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

NOW THEREFORE, the parties hereto agree as follows:

A. Company’s Covenants

1. **Project Construction.** The Company agrees to construct the Project on the Property. The Company has submitted a detailed site plan (the “Site Plan”) for the development of the Project to the City which was approved by the City Council on _____, 2023. The Site Plan is attached hereto as Exhibit B. The Company agrees to construct the Project in substantial conformance with the Site Plan and the City’s zoning, land use, building and safety codes and regulations. The Company further agrees to substantially complete such construction by no later than December 31, 2024.

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

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

excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions. Further, the Company agrees to maintain compliance with local zoning, land use, building and safety codes and regulations.

2. Company's Operational Certifications. The Company agrees to certify (the "Operational Certification") to the City by no later than October 15 of each year during the Term commencing October 15, 2025, that the Company owns the Project and that the Company is in compliance with the Operational Requirement. Each Operational Certification shall be accompanied by documentation demonstrating, to the satisfaction of the City, that the Company is in compliance with the Operational Requirement.

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

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

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

The Company agrees to certify to the City by no later than October 15 of each year, commencing October 15, 2025, an amount (the "Company's Estimate") equal to the estimated Incremental Property Tax Revenues anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property factored by the applicable Annual Percentage. In submitting each such Company's Estimate, the Company will complete and submit the worksheet (the "Worksheet") attached hereto as Exhibit C. The City reserves the right to review and request revisions to each such Company's Estimate to ensure the accuracy of the figures submitted.

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

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

5. Default Provisions.

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

- i. Failure by the Company to complete construction of the Project pursuant to the terms and conditions of this Agreement.
- ii. Failure by the Company to maintain compliance with the Operational Requirement pursuant to the terms and conditions of this Agreement.
- iii. Failure by the Company to fully and timely remit payment of property taxes when due and owing.
- iv. Failure by the Company to comply with Sections A.2 and A.4 of this Agreement.
- v. Failure by the Company to observe or perform any other material covenant on its part, to be observed or performed hereunder.

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

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

6. Legal and Administrative Costs. The Company hereby acknowledges that the City will cover the initial payment of legal fees and administrative costs (the “Actual Admin Costs”) incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the necessary amendment to the Urban Renewal Area. Furthermore, the Company agrees that the City shall withhold an amount (the “Admin Withholding Amount”) equal to the lesser of (1) \$8,000 or (2) the Actual Admin Costs from the initial Payments, as hereinafter set forth in order to recover some or all of the Actual Admin Costs.

B. City's Obligations

1. **Payments.** In recognition of the Company's obligations set out above, the City agrees to make five (5) annual economic development tax increment payments (the "Payments" and, individually each, a "Payment") to the Company during the Term pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments to be made under this Agreement during the Term shall not exceed \$200,000 (the "Maximum Payment Total"). All Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

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

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

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

It is assumed that the new valuation from the Project will go on the property tax rolls as of January 1, 2025. Accordingly, the Payments will be made on June 1 of each fiscal year, beginning on June 1, 2027 and continuing to, and including, June 1, 2031, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

2. **Annual Appropriation.** Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term of this Agreement, beginning in calendar year 2025, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payment due in the following fiscal year, an amount (the "Appropriated Amount") of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company's Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payment scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payment, to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Payment shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company's Estimate as called for in Section A.4 above, provided however that no Payment shall be made after June 1, 2031.

3. **Payment Amounts.** Each Payment shall be in an amount equal to the corresponding Appropriated Amount (for example, for the Payment due on June 1, 2027, the

amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 2025) provided, however, that no Payment shall exceed an amount which represents the Annual Percentage of Incremental Property Tax Revenues available to the City with respect to the Property during the twelve (12) months immediately preceding each Payment date.

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

C. **Administrative Provisions**

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

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

3. **Term.** The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 2031 or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.

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

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

CITY OF NEVADA, IOWA

By: 

Mayor

Attest:

City Clerk

SYNGENTA CROP PROTECTION, LLC

By: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Airport Road Industrial Park, Lot 2, City of Nevada, Story County, Iowa.

EXHIBIT B

SITE PLAN

EXHIBIT C

**ANNUAL TIF WORKSHEET
COMPANY'S ESTIMATE**

COMPANY'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Taxable Valuation of Property as of January 1, 20__:
\$ _____.
- (3) Base Taxable Valuation of Property (January 1, 2024):
\$ _____.
- (4) Incremental Taxable Valuation of Property (2 minus 3):
\$ _____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$ _____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$ _____ x \$ _____ /1000 = \$ _____ (the "TIF Estimate")
- (7) TIF Estimate (\$ _____) x ____ (Annual Percentage) = Company's Estimate (\$ _____).

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

NEVADA CITY COUNCIL - MONDAY, MAY 8, 2023 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, May 8, 2023, pursuant to the rules of the Council. The agenda was posted on the official bulletin board in compliance with the open meeting law.

2. ROLL CALL

The roll was called indicating the following named Council Members present and absent. Present: Brian Hanson, Barb Mittman, Dane Nealson, Jason Sampson, Steve Skaggs, Sandy Ehrig. Absent: None.

Staff Present: Erin Clanton, Jordan Cook, Kerin Wright, Erin Mousel, Tim Hansen, Ryan Hutton, Erin Coughlin, Brandon Mickelson

Also in attendance were: Brenda Dryer, David Alt, Marlys Brehm, Louis Lang

3. APPROVAL OF AGENDA

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

4. PUBLIC HEARING(S)

- A. Public Hearing on Proposed Amendment to the Nevada Urban Renewal Area
1. Public Hearing –

At 6:02 p.m. Mayor Barker announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **April 20, 2023**. The public hearing is **amending the plan for the Nevada Urban Renewal Area and designating an expanded Nevada Urban Renewal Area**.

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

2. Resolution No. 090 (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

Motion by Steve Skaggs, seconded by Jason Sampson, to **adopt Resolution No. 090 (2022/2023)**. After due consideration and discussion the roll was called. Aye: Skaggs, Sampson, Ehrig, Hanson, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

3. Ordinance No. 1045 (2022/2023): An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the May, 2023 Addition to the Nevada Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa, first reading

Motion by Barb Mittman, seconded by Brian Hanson, to **approve Ordinance No 1045 (2022/2023), first reading.** After due consideration and discussion the roll was called. Aye: Mittman, Hanson, Nealson, Sampson, Skaggs, Ehrig. 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 Jason Sampson, seconded by Dane Nealson, to **approve the following consent agenda items:**

- A. Approve Minutes of the Special Meeting held on April 24, 2023
- B. Approve Minutes of the Regular Meeting held on April 24, 2023
- C. Approve Payment of Cash Disbursements, including Check Numbers 79653-79715 and Electronic Numbers 1334-1341 (Inclusive) Totaling \$407,105.61 (See attached list) and the First Interstate Card Purchases for the May 19, 2023 Statement, total \$4,886.90
- D. Schedule Public Hearing for Fiscal Year 2022/2023 Budget Amendment, #1, for May 22, 2023 and Authorize Publication
- E. Assistant Youth Librarian Job Description

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

6. PUBLIC FORUM

- A. Music at the Mansion – Nevada Historical Society

Marlys Brehm thanked Council for the partnership that has built over the years with the Historical Society. For the 2nd annual Music at the Mansion they hope to have more vendors and extended hours of music. An invitation was extended to Council and the Community to attend.

Louis Lang expressed his concerns regarding the Field House, Streets, and Dump (yard waste) location.

7. OLD BUSINESS

- A. Approve Pay Request No. 23 for WWTF Improvements-Phase 2 from Williams Brothers Construction Inc. (WBCI) in the amount of \$716,601.11

Motion by Jason Sampson, seconded by Sandy Ehrig, to **approve Pay Request No. 23 for WWTF Improvements-Phase 2 from Williams Brothers Construction Inc. (WBCI) in the amount of \$716,601.11.** After due consideration and discussion the roll was called. Aye: Sampson, Ehrig, Hanson, Mittman, Nealson, Skaggs. Nay: None. The Mayor declared the motion carried.

- B. Approve Pay Request No. 8 for WWTF Improvements-Phase 4 from OnTrack Construction, LLC in the amount of \$850,995.62

Motion by Dane Nealson, seconded by Steve Skaggs, to **approve Pay Request No. 8 for WWTF Improvements-Phase 4 from OnTrack Construction, LLC in the amount of \$850,995.62.** After due consideration and discussion the roll was called. Aye: Nealson, Skaggs, Hanson, Mittman, Sampson, Ehrig. Nay: None. The Mayor declared the motion carried.

- C. Approve Pay Request No. 2 for Jordan Well No. 4 Plugging and Demolition from The Northway Corporation in the amount of \$122,538.60

Motion by Sandy Ehrig, seconded by Barb Mittman, to **approve Pay Request No. 2 for Jordan Well No. 4 Plugging and Demolition from The Northway Corporation in the amount of \$122,538.60.** After due consideration and discussion the roll was called. Aye: Ehrig, Mittman, Nealson, Sampson, Skaggs, Hanson. Nay: None. The Mayor declared the motion carried.

8. NEW BUSINESS

- A. Approve Alliant Electric and Natural Gas Utility Services Relocation for Nevada WWTF Improvements Phase 3

Motion by Barb Mittman, seconded by Brian Hanson, to **approve Alliant Electric and Natural Gas Utility Services Relocation for Nevada WWTF Improvements Phase 3.** After due consideration and discussion the roll was called. Aye: Mittman, Hanson, Nealson, Sampson, Skaggs, Ehrig. Nay: None. The Mayor declared the motion carried.

- B. Resolution No. 091 (2022/2023): Resolution authorizing the use of a preliminary official statement in connection with entering into a General Obligation Urban Renewal Loan Agreement

Motion by Steve Skaggs, seconded by Dane Nealson, to **adopt Resolution No. 091 (2022/2023).** After due consideration and discussion the roll was called. Aye: Skaggs, Nealson, Sampson, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

- C. Resolution No. 092 (2022/2023): Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with Oak Park Estates, L.C., Including Annual Appropriation Tax Increment Payments

Motion by Jason Sampson, seconded by Sandy Ehrig, to **adopt Resolution No. 092 (2022/2023).** 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. Resolution No. 093 (2022/2023): Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with Workit, LLC, Including Annual Appropriation Tax Increment Payments

Motion by Steve Skaggs, seconded by Barb Mittman, to **adopt Resolution No. 093 (2022/2023).** After due consideration and discussion the roll was called. Aye: Skaggs,

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

- E. Resolution No. 094 (2022/2023): Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with Cutting Edge Painting, L.L.C., Including Annual Appropriation Tax Increment Payments

Motion by Sandy Ehrig, seconded by Steve Skaggs, to **adopt Resolution No. 094 (2022/2023)**. After due consideration and discussion the roll was called. Aye: Ehrig, Skaggs, Hanson, Mittman, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

- F. Resolution No. 095 (2022/2023): Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with Syngenta Crop Protection, LLC, Including Annual Appropriation Tax Increment Payments

Motion by Dane Nealson, seconded by Jason Sampson, to **adopt Resolution No. 095 (2022/2023)**. After due consideration and discussion the roll was called. Aye: Nealson, Sampson, Skaggs, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

- G. Resolution No. 096 (2022/2023): Resolution accepting Preliminary Plat for Oak Park Subdivision

Motion by Jason Sampson, seconded by Steve Skaggs, to **adopt Resolution No. 096 (2022/2023)**. After due consideration and discussion the roll was called. Aye: Sampson, Skaggs, Ehrig, Hanson, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

- H. Resolution No. 097 (2022/2023): Resolution accepting Minor Subdivision for Martin's 3rd Addition

Motion by Brian Hanson, seconded by Dane Nealson, to **adopt Resolution No. 097 (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.

- I. Approve City of Nevada Seatbelt Policy

Motion by Barb Mittman, seconded by Jason Sampson, to **approve City of Nevada Seatbelt Policy**. After due consideration and discussion the roll was called. Aye: Mittman, Sampson, Skaggs, Ehrig, Hanson, Nealson. Nay: None. The Mayor declared the motion carried.

9. Closed Session pursuant to Iowa Code Section 21.5 (1) (i) to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and appropriate follow-up

Motion by Jason Sampson, seconded by Dane Nealson, to **approve to go INTO CLOSED SESSION**. After due consideration and discussion the roll was called. Aye:

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

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

10. Discussion and Appropriate Follow-up on Closed Session pursuant to authority found in Iowa Code Section 21.5 (1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation

No action was taken by the Council.

11. ADJOURNMENT

There being no further business to come before the meeting, motion by Jason Sampson, seconded by Dane Nealson, to **adjourn the meeting.** Following voice vote, the Mayor declared the motion carried at 7:39 p.m. the meeting adjourned.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Published: _____

Council Approved: _____

NEVADA CITY COUNCIL, SPECIAL MEETING - MONDAY, MAY 15, 2023 8:30 A.M.

1. CALL TO ORDER

The City Council of the City of Nevada, Iowa, met for a special meeting in the Council Chambers of Nevada City Hall located at 1209 6th Street, Nevada, Iowa. Mayor Brett Barker, convened the meeting at 8:30 a.m. on Monday, May 15, 2023, 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, Steve Skaggs, Dane Nealson. Barb Mittman and Sandy Ehrig attended via Zoom. Absent: Jason Sampson.

Staff Present: Jordan Cook, Kerin Wright, Erin Mousel

3. APPROVAL OF AGENDA

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

4. Resolution No. 098 (2022/2023): A Resolution Accepting the Warranty Deed from C.G. Lee Joint Venture, L.L.C., and Authorizing the City Clerk to Issue Payment Therefore

Motion by Brian Hanson, seconded by Dane Nealson, to adopt Resolution No. 098 (2022/2023). After due consideration and discussion the roll was called. Aye: Hanson, Nealson, Skaggs, Ehrig, Mittman. Nay: None. The Mayor declared the motion carried.

5. ADJOURNMENT

There being no further business to come before the meeting, motion by Dane Nealson, seconded by Steve Skaggs, to adjourn the meeting. Following voice vote, the Mayor declared the motion carried at 8:34 a.m. the meeting adjourned.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Published: _____

Council Approved: _____

Item # 50
Date: 5/22/23

CITY OF NEVADA
CLAIMS REPORT FOR MAY 22, 2023
5/9/23 THRU 5/22/23

VENDOR	REFERENCE	AMOUNT	CHECK #
WAGeworks	FSA 2022 PMTS	49.13	1346
ALLIANT	ALL-UTILITIES	4,141.90	79716
WINDSTREAM	ALL-PHONES	585.19	79717
SAMS CLUB	4PLX/PD-SUPPLIES	1,037.98	79718
HPC LLC	FH2023-PR#10	280,059.05	79719
ON TRACK CONST	WWTF-PH4-PR#8	850,995.62	79720
WILLIAMS BROTHERS CONST	WWTF-PH2-PR#23	716,601.11	79721
AMAZON	STS-SUPPLIES	132.08	79722
TK GRADING & SEEDING	WWTF-PH2-FENCE/TREE REMOVAL	12,500.00	79723
BAKER & TAYLOR	LIB-MATERIALS	2,492.98	79724
STORY CO FAIR ASSOC	LIB-CHRISTY HALL RENTAL 2/2	75.00	79725
CENTER POINT	LIB-MATERIALS	122.25	79726
CENGAGE	LIB-MATERIALS	276.30	79727
BLACKBIRD DESIGN	LIB-SLC SPONSOR SIGN	200.14	79728
MIDWEST TAPE	LIB-DIGITAL	313.28	79729
AMAZON CAPITAL SVCS	LIB-PROGRAMMING SUPPLIES	92.57	79730
UNIQUE MNGMT SVCS	LIB-MNGMT SVCS	65.00	79731
LIBRARY IDEAS LLC	PRH/ARSL GRANT	1,013.88	79732
BARKING DOGS INTER	LIB-STORY BOOK MOUNT	5,240.78	79733
ONE IOWA	LIB-LGBTQ 101	250.00	79734
LAND, KAREN	LIB-DOG MUSHING PRESENT	600.00	79735
ELLIOTT, CHAD	LIB-MIDWEST AUTHOR	300.00	79736
GROUT MUSEUM DIST	LIB-SUMMER READING	314.10	79737
TIM READ	LIB-MIDWEST AUTHOR	200.00	79738
HOFFMAN, BETH	LIB-MIDWEST AUTHOR	350.00	79739
JIMINEZ, LOGAN	LIB-BUBBLE SHOW	300.00	79740
WAGeworks	FSA 2022 PMTS	1,198.01	1347
IPERS	IPERS	35,354.09	1357
TREASURER STATE OF IA	STATE TAXES	7,603.31	1358
EFTPS	FED/FICA TAX	26,845.81	1359
HUTTON, RYAN	HSA	275.41	1360
SYDNES, KELLAN	HSA	50.00	1361
CORNISH, DEVIN	HSA	50.00	1362
AMER'N FAMILY LIFE	AFLAC	966.94	79747
MISSION SQUARE	DEFERRED COMP	1,072.50	79748
COLLECTION SVCS CENTER	CHILD SUPPORT	305.71	79749
IA FINANCE AUTHORITY, SRF	WWTF SRF LOAN#1	72,590.00	1348
IA FINANCE AUTHORITY, SRF	WWTF SRF LOAN#2	537,990.00	1349
IA FINANCE AUTHORITY, SRF	WWTF SRF LOAN#3	101,000.00	1350
IA FINANCE AUTHORITY, SRF	WWTF SRF LOAN#4	124,880.17	1351
BOK FINANCIAL	2012B BOND LIB	94,081.25	1352
BOK FINANCIAL	2017B DUPONT REFUND	642,000.00	1353
BOK FINANCIAL	2019 BOND D/W AVEST	436,675.00	1354
BOK FINANCIAL	2020B WTR REV BOND	444,425.00	1355
BOK FINANCIAL	2020GOBOND CBD PROJ	89,275.00	1356
CENTRAL IA DIST	PKM/CH-FLOOR SCRUBBER RPR/SUPPLIES	986.00	79750
KEY COOP	TIF FY23 PYMNT 18/20	24,339.00	79751
NEVADA VET CLINIC	PD-ANIMAL CONTROL	105.00	79752
VAN WALL EQUIP	POOL/PKM/WTR-PRESSURE WASHER/SUPPLIES	798.19	79753
STATE HYGIENIC LAB	WWT-LAB ANALYSIS	2,380.50	79754
ARNOLD MOTOR SUPPLY	STS/PD/STS-SUPPLIES	56.01	79755
ECHO/ELECTRIC SUPPLY	PKM-HID SOCKET	18.92	79756
GRAINGER	WWT-AIR COMPRS/FLOW CONTRL RPR	115.38	79757
IA STATE READY MIX	STS-CONCRETE	2,068.50	79758

NEVADA ROTARY	PD-MARTINEZ DUES	180.00	79759
VERIZON WIRELESS	LIB/WTR/WWT-SVCS	240.06	79760
NEVADA ECON DEV	FY23 ANNUAL SUPPORT	65,000.00	79761
GATEHOUSE	PUBLIC NOTICES	649.80	79762
BEACON ATHLETICS	PKM-TARP	970.00	79763
HOKEL MACHINE	POOL-HARDWARE	121.36	79764
MCFARLAND	STS-CDL DRUG TEST	81.00	79765
DIAMOND VOGEL	PKM/POOL-PAINT	492.86	79766
STOREY KENWORTHY	WTR/WWT-BLUE CARDS	460.00	79767
AMES CHAMBER	ED-MAYOR DC	1,210.93	79768
DRAINTECH	PKM-SWR LINE CLEAN OUT	390.00	79769
NEVADA HARDWARE	ALL-SUPPLIES	599.03	79770
USA BLUEBOOK	WWT-PH BUFFER/GLOVES/PH PROBE	501.85	79771
NEWSOME PLUMBING	POOL/PKM-RPRS	1,474.18	79772
CON STRUCT INC	STS-MATERIAL HAULING	750.48	79773
WINDSTREAM	ALL-PHONES	6.59	79774
CONSUMERS ENERGY	WTR-WELL FIELD #5	8,642.79	79775
HYVEE	PD/4PLX-SUPPLIES	84.17	79776
DICKS FIRE EXT	FD-FIRE EXTINGUISHER INSP	149.10	79777
JOHN DEERE FIN	WTR-WALKNER/STARBUCK CLOTHING	829.76	79778
HR GREEN, INC	WWTF CONST	180,911.04	79779
NORTHWAY WELL AND PUMP	JORDAN WELL PROJ PR#2	122,538.60	79780
BRICK GENTRY PC	ALL-LEGAL	13,985.00	79781
KIESLERS POLICE SUPPLY	PD-AMMO	451.80	79782
AMES TRENCHING	WTR-11TH STREET/C AVE	270.00	79783
HASLER INC	ADM-QTRLY METER 6/23-9/23	135.00	79784
ZIMCO	CEM-GRASS SEED	171.50	79785
ABSTRACT & TITLE SERVICE	WTR-LAND PURCHASE/WELLFIELD	1,500.00	79786
JETCO	WWT/WTR-REPAIRS	6,674.50	79787
WCI POOLS AND SPAS	POOL-SUPPLIES	875.71	79788
MISSISSIPPI LIME	WTR-QUICKLIME	9,981.22	79789
CENTRAL IA WATER ASSC	WTR-LWE RAW WATER 6/2023	583.19	79790
ALPHA COPIES	WTR-CONSUMER CONF REPORTS	225.37	79791
TITAN MACHINERY	STS-BUSHING/RETAINER/BUMPER	955.88	79792
MAILEY, STEVEN	POOL-RPR	470.00	79793
BARKER, BRETT	MYR-REIMB	39.57	79794
PEPSI	4PLX-CONCESSIONS	677.80	79795
KINYON, MIKE	WTR-WATER MAIN RPR	1,053.95	79796
QUADIENT	ALL-POSTAGE	1,000.00	79797
CIZMADIA, JOSH	PD-REIMB	88.94	79798
MID STATES MAT	TIF FY23 PYMT 3/5	21,046.49	79799
WEX BANK	ALL-GAS CARD	951.47	79800
BRANDES, CHRISTOPHER	PD-REIMB	51.71	79801
SHRED-IT	PD-SHREDDING	166.91	79802
MNG, INC	REC-SHIRTS	758.00	79803
S&P GLOBAL RATINGS	FH-BOND RATING	14,000.00	79804
R. FRIEDRICH & SONS	TIF FY23 PYMT 2ND HALF	39,119.27	79805
MARTIN BROS DIST	4PLX-CONCESSIONS	1,196.09	79806
VAN HOUWELING	TIF FY23 PYMT 7/7 FINAL	44,000.00	79807
HENDERSON, ANDREW	PD-REIMB	2,099.77	79808
MARCO	ALL-COPIER LEASE	799.00	79809
TURF AND POND TIME	PKM-POND TREATMENT	200.00	79810
FIRE SERVICE TRNG BUREAU	PD-CELENTANO REG	650.00	79811
CORE & MAIN	WTR-EPOXY STRAPS	500.00	79812
CRITICAL HIRE	PD-BRIEN PROFILE	10.00	79813
VERBIO NORTH AMERICA	TIF FY23 PYMT 3/5	88,117.21	79814
MENARDS	PKM/PKM/POOL/STS-SUPPLIES	889.90	79815
RMH ARCHITECTS	FIELD HOUSE PROJ#26	2,920.00	79816
BLACKBIRD	PD-BUSINESS CARDS	106.10	79817

IA DEPT OF PUBLIC SAFETY	PD-ONLINE WARRANTS	300.00	79818
CELENTANO, MATT	PD-REIMB	87.76	79819
RANGEMASTERS	PD-PEPPER SPRAY	216.45	79820
METRONET	ALL-INTERNET SVC	292.20	79821
ROSK DEVELOPMENT	TIF FY23 PYMT 2ND HALF	7,644.89	79822
DAKOTA SUPPLY GROUP	WTR-COUPPLING/SADDLE STRAPS	549.57	79823
C.G. LEE JOINT VENTURE	WTR-LAND PURCHASE-WELL FIELD	428,669.82	79824
GANNON REAL ESTATE	WTR-LAND PURCHASE-WELL FIELD	22,968.00	79825
	WATER	53.14	
	WATER DEPOSITS	23.86	
	Refund Checks Total	77.00	
	Accounts Payable Total	5,629,547.68	
	Payroll Checks	83,738.12	
	***** REPORT TOTAL *****	5,713,362.80	
	GENERAL	139,043.48	
	ROAD USE TAX	19,029.37	
	LOCAL OPTION SALES TAX	864.89	
	TAX INCREMENT FINANCING	289,266.86	
	LIBRARY TRUST	4,618.72	
	DANIELSON TRUST	870.22	
	DEBT SERVICE	1,262,031.25	
	SC/FIELDHOUSE	296,979.05	
	WATER	47,525.55	
	WATER DEPOSITS	23.86	
	WATER 2012C/2020B BOND	444,425.00	
	WATER CAPITAL REVOLVING	453,137.82	
	JORDAN WELL	122,538.60	
	SEWER	27,308.92	
	SEWER SRF REVOLVING	836,460.17	
	SEWER CAP IMP PROJECT	1,761,007.77	
	REVOLVING FUND	6,984.13	
	FLEX BENEFIT REVOLVING	1,247.14	
	TOTAL FUNDS	5,713,362.80	

GLBLCERP 5/16/23
CASH 7:51 AM

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

Item # 50
Date: 5/22/23

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CASH-GENERAL FUND	859,423.49	5,059,796.53
002-000-1110	CASH-HOTEL/MOTEL	53.60	16,791.94
110-000-1110	CASH-ROAD USE TAX	25,152.32	2,387,076.30
112-000-1110	CASH-EMPLOYEE BENEFITS	230,546.42	795,016.27
113-000-1110	CASH-RUT CAPITAL	1,417.88	444,194.00
119-000-1110	CASH-EMERGENCY FUND	31,414.72	76,046.29
121-000-1110	CASH-LOCAL OPTION TAX	70,944.65	1,588,956.81
125-000-1110	CASH-TIF	203,053.42	2,372,886.86
126-000-1110	CASH-LMI SUBFUND		190,717.70
167-000-1111	RESERVE-WELLS	5.83	1,827.23
167-000-1113	RESERVE-ZWILLING	.37	114.90
167-000-1114	RESERVE-ALBERRY	3.34	1,045.46
168-000-1118	RESERVE-UNDESIGNATED	.03	8.17
168-000-1119	RESERVE-HARMS TRUST, GREEN SP	86.84	27,205.65
169-000-1110	CASH-LIBRARY TRUST	1,642.38-	13,835.31
171-000-1110	CASH-FIRE TRUST	57.28	17,945.37
172-000-1110	CASH-SCORE UNDESIGNATED	18.67	5,850.23
173-000-1110	CASH-SCORE O&M	.87	271.80
174-000-1110	CASH-NORTH STORY BASEBALL	151.11	7,709.97
175-000-1110	CASH-SENIOR COMM CENTER	32.08	10,048.84
176-000-1110	CASH-GH PIANO	62.39	19,545.03
177-000-1110	CASH-POLICE FOREITURE	40.00	12,531.71
179-000-1122	RESERVE-GRNBLT MAP 2005	11.84	3,708.37
179-000-1124	RESERVE-ST CO TRAIL	1.31	409.01
179-000-1127	RESERVE-UNRESTRICTED	3,153.67-	96,090.09
179-000-1128	RESERVE-SCORE SCOREBOAR	15.09	4,727.76
179-000-1130	RESERVE-LANDSCAPING	36.66	6,483.73
179-000-1131	RESERVE-FIELD MAINT	562.88	27,895.34
179-000-1132	RESERVE-LEW HANSEN SUB	4.64	1,453.13
179-000-1133	RESERVE-87 SOUTHWOOD	24.96	7,819.28
179-000-1134	RESERVE-MARDEAN PARK	2.96	928.02
179-000-1135	RESERVE-WILSON POND DONATIONS	2.45	766.95
180-000-1110	CASH-COLUMBARIAN MAINT	15.94	4,995.09
181-000-1110	CASH-TRAIL MAINTENANCE	104.09	32,610.14
182-000-1110	CASH-DANIELSON/OTHERTRU	1,515.24-	245,503.57
183-000-1110	CASH-LIB BLDG TRUST	.64	201.11
184-000-1110	CASH-TREES FOREVER	14.97	4,690.89
185-000-1110	CASH-4TH OF JULY	24.46	7,661.37
186-000-1110	CASH-COMM BAND	4.06	1,273.18
200-000-1110	CASH-DEBT SERVICE	379,449.73	1,093,872.83
301-000-1110	CASH-CITY HALL/PUBLIC S	1.93	603.52
302-000-1110	CASH-LIBRARY BLDG	327.76	102,679.88
304-000-1110	CASH-SC/FIELDHOUSE	984,156.78-	542,310.03
307-000-1110	CASH-SIDEWALKIMPROVEMEN	311.23	97,500.99
310-000-1110	CASH-2021STS PROJ 11TH/S14		672,347.12-
311-000-1110	CASH-2019 CIP WORK	5,054.15	1,583,364.17
315-000-1110	CASH-CBD DOWNTOWN IMPR		119,937.46-
321-000-1110	CASH-TRAIL CIP PROJECTS	71,043.27	457,011.75
322-000-1110	CASH-ARP FUNDS	3,267.73	1,023,714.51
323-000-1110	CASH-2017STS,WTR,WWT,STM PROJ		221.00-
500-000-1110	CASH-PERPETUAL CARE	150.00	165,621.58

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

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
501-000-1110	CASH-HATTERY		5,000.00
600-000-1110	CASH-WATER O&M	113,437.29	3,534,101.16
601-000-1110	CASH-WATER DEPOSITS	40.17-	89,024.57
602-000-1110	CASH-WATER PLANT UPGRADE RSRV	4,898.10	1,534,475.48
605-000-1110	CASH-WATER 2012C BOND		644,441.73
607-000-1110	CASH-WTR CAPITAL REVOLV	1,506.53	471,965.34
608-000-1110	CASH-JORDAN WELL PROJ		49,083.50-
610-000-1110	CASH-WASTEWATER O&M	197,975.69	3,419,048.45
611-000-1110	CASH-SEWER REVOLVING	2,375.70	744,259.20
615-000-1110	CASH-SEWER CONSTRUCTION	32,957.74	3,285,617.96
616-000-1110	CASH-WWT CIP	500,000.00-	1,200,445.82-
617-000-1110	CASH-WWT CAPITAL	1,238.67	388,049.88
618-000-1110	CASH-SRF SPONSORED PROJECT	47,821.15-	504,284.28-
670-000-1110	CASH-GARBAGE UTILITY	5,896.68	6,572.99-
740-000-1110	CASH-STORM WATER UTILIT	17,575.08	1,059,464.34
810-000-1139	RESERVE-PARK & RECREATI	4,212.70-	134,752.68
810-000-1140	RESERVE-LIBRARY	140.86	44,127.11
810-000-1141	RESERVE-CEMETERY	43.62-	91,405.95
810-000-1142	RESERVE-FINANCE	1,480.16-	330,834.15
810-000-1143	RESERVE-FIRE	26,153.07	513,013.06
810-000-1144	RESERVE-POLICE	482.21	151,066.28
810-000-1146	RESERVE-PLANNING & ZONI	130.62	40,920.64
810-000-1147	RESERVE-GATES HALL	180.05	56,405.29
810-000-1148	RESERVE-TECHNOLOGY		2,245.64-
812-000-1110	CASH-FLEXIBLE BENEFITS	2,369.93-	33,216.88
813-000-1110	CASH	2,047.23	15,777.02
830-000-1110	CASH-SICK & VACATION	1,015.10	318,010.85
	CASH TOTAL	744,472.88	32,913,158.87
001-000-1120	PETTY CASH - LIBRARY		75.00
001-000-1123	PETTY CASH - POOL	1,000.00	1,000.00
600-000-1120	PETTY CASH - CITY HALL		600.00
	PETTY CASH TOTAL	1,000.00	1,675.00
182-000-1168	COUNTY FOUNDATION INVES		86,491.33
	SAVINGS TOTAL	.00	86,491.33
	TOTAL CASH	745,472.88	33,001,325.20

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

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	83.3% PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,264,543.00	92,293.31	1,214,885.73	96.07	49,657.27
	POLICE-OFFICE TOTAL	137,518.00	9,464.86	107,525.97	78.19	29,992.03
	EMERGENCY MANAGEMENT TOTAL	1,300.00	779.24	2,191.06	168.54	891.06-
	COVID-19 TOTAL	.00	.00	359.40	.00	359.40-
	FLOOD CONTROL TOTAL	27,600.00	2,616.14	18,698.17	67.75	8,901.83
	FIRE TOTAL	205,828.00	11,027.68	187,660.02	91.17	18,167.98
	AMBULANCE TOTAL	32,700.00	100.00	11,223.59	34.32	21,476.41
	BUILDING INSPECTIONS TOTAL	59,030.00	3,422.94	41,085.76	69.60	17,944.24
	ANIMAL CONTROL TOTAL	4,500.00	.00	3,072.65	68.28	1,427.35
	ANIMAL CONTROL-OWNER TOTAL	1,500.00	.00	1,099.70	73.31	400.30
	PUBLIC SAFETY TOTAL	1,734,519.00	119,704.17	1,587,802.05	91.54	146,716.95
	ROADS, BRIDGES, SIDEWALKS TOTA	687,319.00	43,552.60	469,445.19	68.30	217,873.81
	STREET LIGHTING TOTAL	137,000.00	8,946.59	96,473.70	70.42	40,526.30
	TRAFFIC CONTROL & SAFETY TOTA	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	2,084.21	62,977.41	81.50	14,297.59
	TREES & WEEDS TOTAL	50,000.00	.00	31,401.87	62.80	18,598.13
	PUBLIC WORKS TOTAL	967,094.00	54,583.40	670,071.69	69.29	297,022.31
	WATER,AIR,MOSQUITO CONTRO TOTA	13,000.00	.00	215.00	1.65	12,785.00
	OTHER HEALTH/SOCIAL SERV TOTA	40,000.00	.00	16,269.58	40.67	23,730.42
	HEALTH & SOCIAL SERVICES TOTA	53,000.00	.00	16,484.58	31.10	36,515.42
	LIBRARY TOTAL	461,441.00	29,135.35	395,937.86	85.80	65,503.14
	LIBRARY-DONATED TOTAL	34,000.00	3,141.59	21,864.92	64.31	12,135.08
	LIBRARY-STATE INFRASTRUCT TOTA	23,000.00	1,599.45	15,277.92	66.43	7,722.08
	MUSEUM/BAND/THEATRE TOTAL	1,000.00	.00	920.00	92.00	80.00
	PARKS TOTAL	130,068.00	8,613.21	119,881.73	92.17	10,186.27
	PARK MAINTENANCE TOTAL	378,576.00	26,714.20	242,889.38	64.16	135,686.62
	PARKS-AHTLETIC FIELDS TOTAL	20,000.00	3,029.70	12,600.90	63.00	7,399.10
	TRAIL SYSTEM-BIKE/WALK TOTAL	15,000.00	.00	617.12	4.11	14,382.88
	FOUR-PLEX COMPLEX TOTAL	49,617.00	1,908.31	17,999.40	36.28	31,617.60
	POOL TOTAL	255,436.00	6,334.42	219,508.66	85.93	35,927.34
	RECREATION TOTAL	75,913.00	5,176.21	60,856.24	80.17	15,056.76
	ADULT SOFTBALL TOTAL	1,819.00	.00	123.31	6.78	1,695.69
	COMMUNITY HEALTH/WEELLNESS TOTA	1,200.00	.00	531.20	44.27	668.80
	SENIOR ACTIVITY TOTAL	3,500.00	.00	4,546.76	129.91	1,046.76-
	OPEN RECREATION TOTAL	1,000.00	.00	.00	.00	1,000.00
	CEMETERY TOTAL	200,500.00	9,410.74	120,610.86	60.16	79,889.14
	COMMUNITY CTR/ZOO/MARINA TOTA	126,080.00	8,538.20	91,690.24	72.72	34,389.76
	SENIOR COMMUNITY CENTER TOTAL	7,497.00	1,773.80	7,191.64	95.93	305.36
	FIELDHOUSE TOTAL	210,000.00	.00	.00	.00	210,000.00
	BASEBALL SOFTBALL TOTAL	41,685.00	3,415.89	30,456.08	73.06	11,228.92
	YOUTH# BASKETBALL TOTAL	10,890.00	.00	10,211.75	93.77	678.25

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

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	83.3% PERCENT EXPENDED	UNEXPENDED
	VOLLEYBALL TOTAL	1,892.00	.00	1,717.04	90.75	174.96
	FLAG FOOTBALL TOTAL	6,395.00	.00	5,930.87	92.74	464.13
	HALLOWEEN TOTAL	250.00	.00	.00	.00	250.00
	JR THEATRE/FESTIVAL TREES TOTA	2,787.00	.00	1,664.30	59.72	1,122.70
	CIRL TOTAL	5,000.00	178.83-	5,593.08	111.86	593.08-
	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	108,612.24	1,393,621.26	67.30	677,174.74
	ECONOMIC DEVELOPMENT TOTAL	487,614.00	.00	130,723.59	26.81	356,890.41
	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	3,474.14	174,518.30	80.78	41,511.70
	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	6,581.60	6,937.35	630.67	5,837.35-
	COMMUNITY & ECONOMIC DEV TOTA	804,544.00	10,055.74	330,529.24	41.08	474,014.76
	MAYOR/COUNCIL/CITY MGR TOTAL	9,231.00	2,461.02	16,903.38	183.12	7,672.38-
	COUNCIL TOTAL	10,423.00	.00	34.00	.33	10,389.00
	CITY ADMINISTRATOR TOTAL	44,300.00	2,330.88	42,554.61	96.06	1,745.39
	CLERK/TREASURER/ADM TOTAL	490,817.00	53,630.12	372,187.39	75.83	118,629.61
	LEGAL SERVICES/ATTORNEY TOTAL	113,700.00	7,500.00	122,595.57	107.82	8,895.57-
	CITY HALL/GENERAL BLDGS TOTAL	129,292.00	13,760.17	87,902.93	67.99	41,389.07
	TORT LIABILITY TOTAL	56,160.00	.00	70,173.00	124.95	14,013.00-
	OTHER GENERAL GOVERNMENT TOTA	14,000.00	383.56	13,243.57	94.60	756.43
	GENERAL GOVERNMENT TOTAL	867,923.00	80,065.75	725,594.45	83.60	142,328.55
	CITYHALL/LIBRARY DEBT TOTAL	98,213.00	.00	4,081.25	4.16	94,131.75
	CBD PROJECT 8.9M TOTAL	178,600.00	.00	89,275.00	49.99	89,325.00
	2013 GO BOND TOTAL	.00	.00	22,000.00	.00	22,000.00-
	GATES HALL DEBT TOTAL	396,900.00	.00	.00	.00	396,900.00
	2019B CIP WORK TOTAL	443,400.00	.00	6,675.00	1.51	436,725.00
	DDCE WTR/WWT/STS DEBT TOTAL	664,050.00	.00	.00	.00	664,050.00
	DEBT SERVICE TOTAL	1,781,163.00	.00	122,031.25	6.85	1,659,131.75
	FLOOD CONTROL TOTAL	75,000.00	.00	.00	.00	75,000.00
	ROADS, BRIDGES, SIDEWALKS TOTA	2,520,000.00	.00	285,658.51	11.34	2,234,341.49
	SIDEWALKS TOTAL	25,000.00	.00	.00	.00	25,000.00
	RAILROAD CROSSINGS TOTAL	10,000.00	.00	.00	.00	10,000.00
	TRAIL SYSTEM-BIKE/WALK TOTAL	.00	.00	13,308.50	.00	13,308.50-
	FIELDHOUSE TOTAL	4,640,000.00	985,887.85	3,752,809.72	80.88	887,190.28

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

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	PERCENT EXPENDED	83.3% UNEXPENDED
	CAPITAL PROJECTS TOTAL	7,270,000.00	985,887.85	4,051,776.73	55.73	3,218,223.27
	WTR 2012C BOND TOTAL	463,900.00	.00	19,425.00	4.19	444,475.00
	WWT DEBT TOTAL	925,660.00	.00	287,077.43	31.01	638,582.57
	TOTAL	.00	.00	10,494.75	.00	10,494.75-
	WATER TOTAL	50,490.00	.00	35,561.64	70.43	14,928.36
	WATER-PLANT/PUMPS TOTAL	927,753.00	74,586.18	691,828.43	74.57	235,924.57
	WATER-LINES-INST & O&M TOTAL	79,065.00	4,023.82	40,875.08	51.70	38,189.92
	WATER ACCOUNTING TOTAL	364,591.00	29,257.90	296,677.31	81.37	67,913.69
	WASTEWATER PLANT TOTAL	678,724.00	43,730.69	535,558.51	78.91	143,165.49
	WASTSEWATER COLLECTION TOTAL	33,404,246.00	2,567,185.91	22,438,194.92	67.17	10,966,051.08
	WASTEWATER ACCOUNTING TOTAL	245,530.00	17,548.79	195,741.10	79.72	49,788.90
	LANDFILL/GARBAGE TOTAL	73,700.00	53.98	73,200.54	99.32	499.46
	STORM WATER TOTAL	60,900.00	821.72	6,141.36	10.08	54,758.64
	ENTERPRISE FUNDS TOTAL	37,274,559.00	2,737,208.99	24,630,776.07	66.08	12,643,782.93
	TRANSFERS IN/OUT TOTAL	4,525,894.00	.00	2,822,060.00	62.35	1,703,834.00
	TRANSFER OUT TOTAL	4,525,894.00	.00	2,822,060.00	62.35	1,703,834.00
	TOTAL EXPENSES	57,349,492.00	4,096,118.14	36,350,747.32	63.38	20,998,744.68

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

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 4/2023, FISCAL 10/2023 BUDGET MTD ESTIMATE BALANCE	PCT OF FISCAL YTD YTD PERCENT BALANCE RECVD	83.3% UNCOLLECTED
	GENERAL TOTAL	3,965,071.00	1,142,312.07	3,324,025.30 83.83 641,045.70
	HOTEL MOTEL TOTAL	9,025.00	53.60	4,825.72 53.47 4,199.28
	ROAD USE TAX TOTAL	932,501.00	77,674.73	765,028.09 82.04 167,472.91
	EMPLOYEE BENEFITS TOTAL	557,679.00	230,546.42	562,408.26 100.85 4,729.26-
	RUT CAPITAL TOTAL	200,200.00	1,417.88	211,091.62 105.44 10,891.62-
	EMERGENCY FUND TOTAL	76,276.00	31,414.72	76,046.29 99.70 229.71
	LOCAL OPTION SALES TAX TOTAL	980,500.00	93,812.95	1,095,865.00 111.77 115,365.00-
	TAX INCREMENT FINANCING TOTAL	564,561.00	203,053.42	559,043.99 99.02 5,517.01
	LMI-SUBFUND TOTAL	75,880.00	.00	.00 .00 75,880.00
	ECONOMIC DEVELOPMENT TOTAL	.00	.00	15,322.00 .00 15,322.00-
	RESTRICTED GIFTS TOTAL	5.00	9.54	72.81 1,456.20 67.81-
	CEMETARY CIP/LAND TOTAL	20.00	86.87	663.08 3,315.40 643.08-
	LIBRARY TRUST TOTAL	3,020.00	799.76	10,926.38 361.80 7,906.38-
	FIRE TRUST TOTAL	30.00	57.28	437.25 1,457.50 407.25-
	SCORE-UNDESIGNATED TOTAL	10.00	18.67	142.55 1,425.50 132.55-
	SCORE O&M TOTAL	5.00	.87	6.62 132.40 1.62-
	NORTH STORY BASEBALL TOTAL	24,000.00	151.11	22,598.31 94.16 1,401.69

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

ACCOUNT NUMBER	ACCOUNT TITLE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	SENIOR CENTER TRUST TOTAL	710.00	32.08	244.84 34.48 465.16
	GATES HALL PIANO TOTAL	10.00	62.39	476.21 4,762.10 466.21-
	ASSET FORFEITURE TOTAL	10.00	40.00	305.32 3,053.20 295.32-
	PARK OPEN SPACE TOTAL	23,550.00	995.67	35,657.92 151.41 12,107.92-
	COLUMBARIAN MAINTENANCE TOTAL	220.00	15.94	420.42 191.10 200.42-
	TRAIL MAINTENANCE TOTAL	20,020.00	104.09	20,772.56 103.76 752.56-
	DANIELSON TRUST TOTAL	200.00	783.66	8,201.03 4,100.52 8,001.03-
	LIB BLDG TRUST TOTAL	100.00	.64	4.89 4.89 95.11
	TREES FOREVER TOTAL	10.00	14.97	114.29 1,142.90 104.29-
	4TH OF JULY TRUST TOTAL	2,010.00	24.46	2,684.19 133.54 674.19-
	COMMUNITY BAND TOTAL	1,000.00	4.06	131.35 13.14 868.65
	DEBT SERVICE TOTAL	1,686,064.00	379,449.73	924,947.13 54.86 761,116.87
	CH CAMPUS PROJ TOTAL	.00	1.93	14.71 .00 14.71-
	LIBRARY ADDITION TOTAL	98,183.00	327.76	99,811.57 101.66 1,628.57-
	SC/FIELDHOUSE TOTAL	4,570,000.00	1,731.07	67,439.98 1.48 4,502,560.02
	SIDEWALK IMPROVEMENTS TOTAL	30,000.00	311.23	22,342.71 74.48 7,657.29
	2019 CIP WORK TOTAL	.00	5,054.15	38,578.10 .00 38,578.10-

CITY OF NEVADA
REVENUE REPORT

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 4/2023, BUDGET ESTIMATE	FISCAL 10/2023 MTD BALANCE	PCT OF FISCAL YTD BALANCE	YTD PERCENT RECVD	83.3% UNCOLLECTED
	CBD DOWNTOWN IMPR TOTAL	2,000.00	.00	.00	.00	2,000.00
	TRAIL CIP RESERVE PROJTS TOTA	71,375.00	71,043.27	79,636.62	111.57	8,261.62-
	ARP FUNDS TOTAL	1,097,515.00	3,267.73	523,627.86	47.71	573,887.14
	PERPETUAL CARE TOTAL	3,800.00	150.00	3,800.00	100.00	.00
	WATER TOTAL	2,377,743.00	219,712.13	2,437,208.57	102.50	59,465.57-
	WATER DEPOSITS TOTAL	25,000.00	1,552.89	18,232.78	72.93	6,767.22
	WATER PLANT UPGRADE RSRV TOTA	200,500.00	4,898.10	237,058.15	118.23	36,558.15-
	WATER 2012C/2020B BOND TOTAL	463,900.00	.00	463,900.00	100.00	.00
	WATER CAPITAL REVOLVING TOTAL	125,500.00	1,506.53	136,622.73	108.86	11,122.73-
	SEWER TOTAL	2,456,951.00	263,665.49	2,536,874.37	103.25	79,923.37-
	SEWER SRF REVOLVING TOTAL	924,160.00	2,375.70	941,831.38	101.91	17,671.38-
	SEWER CONSTRUCTION TOTAL	320,500.00	32,957.74	499,872.53	155.97	179,372.53-
	SEWER CAP IMP PROJECT TOTAL	31,115,500.00	2,014,954.44	21,436,687.00	68.89	9,678,813.00
	SEWER EQUIP REVOLVING TOTAL	60,300.00	1,238.67	69,469.56	115.21	9,169.56-
	SRF SPONSORED PROJECT TOTAL	2,200,000.00	.00	.00	.00	2,200,000.00
	LANDFILL/CARBAGE TOTAL	73,700.00	5,950.66	60,636.31	82.27	13,063.69
	STORM WATER TOTAL	171,900.00	18,396.80	172,542.70	100.37	642.70-

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

ACCOUNT NUMBER	ACCOUNT TITLE			PCT OF FISCAL YTD YTD BALANCE	PERCENT RECVD	83.3% UNCOLLECTED
	REVOLVING FUND TOTAL	464,500.00	28,864.75	553,777.63	119.22	89,277.63-
	FLEX BENEFIT REVOLVING TOTAL	.00	2,262.30	41,906.90	.00	41,906.90-
	HEALTH INS, SELF FUND TOTAL	.00	35,963.12	181,204.14	.00	181,204.14-
	OTHER INTERNAL SERV FUND TOTA	500.00	1,015.10	7,748.21	1,549.64	7,248.21-
	TOTAL REVENUE BY FUND	=====	=====	=====	=====	=====
		55,976,214.00	4,880,139.14	38,273,287.93	68.37	17,702,926.07
		=====	=====	=====	=====	=====

May 11, 2023

Jim Thompson
Downtown Resource Center
Catalyst Grant – 21-CTBF-020
Request for Amendment

Dear Mr. Thompson,

The Community Catalyst Building Remediation Grant that was awarded to the City of Nevada, for the S.E. Briggs Block (Tipton's) project in Nevada, has a current project end date of June 14, 2023. The project of restoring four second story apartments to increase our downtown livability, will not be completed by June 14, 2023. We would like to request a six month extension on the grant's project end date.

The project timeline was hindered by contractor availability and willingness to work during COVID. In addition the owner of the building struggled to find consistent quotes and pricing vs what was originally obtained prior to the grant application. Parts delays and unknown whole seller pricing required 30-day windows, but the work was 90-180 days out. A roof leak was also discovered that they were unprepared for and needed to be addressed as the weather turned nicer in the spring instead of being able to fix it in the winter.

We are confident this project will be completed by December 14th, 2023. The project is still relevant to our needs to increase housing in our downtown district. The City of Nevada is in support of the extension on this project.

Regards,


Mayor Brett Barker
City of Nevada

**NOTICE OF PUBLIC HEARING ON PROPOSED ANNEXATION
PETITION OF TERRITORY INTO THE CITY OF NEVADA, IOWA**

Notice is hereby given that a proposed 100% voluntary annexation application has been submitted and is recommended that the City Council of Nevada, Iowa annex the following described real estate, situated in Story County, Iowa, and owned by Kinney-Lindstrom Foundation, Inc.:

The Northwest Quarter (NW1/4) and North Half (N1/2) Southwest Quarter (SW1/4), Section Ten (10), Township 83 North, Range 23 West of the 5th P.M., Except Parcel "A" a part of the Northwest Quarter (NW1/4), as shown on the "Plat of Survey" filed in the Office of the Recorder of Story County, Iowa on May 15th, 1991, Book 10, Page 12 all in Section Ten (10), Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa.

AND

Except Parcel "B" a part of the Northwest Quarter (NW1/4), as shown on the "Plat of Survey" filed in the Office of the Recorder of Story County, Iowa, December 27, 1995, as Instrument NO. 95-11615, Book 13, Page 173, all in Section Ten (10), Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa.

Notice is further given that the City Council of Nevada, Iowa will conduct a hearing and consider the petition for annexation at a meeting beginning at 6:00 P.M. on Monday, June 12, 2023, in the Council Chambers of City Hall located at 1209 6th Street, Nevada, Iowa 50201, at which time all interested parties are invited to comment. The petition for annexation is on file in the office of the City Clerk. Any interested person may appear at the hearing. This notice is published and mailed as required by sections 362.2 and 368.7 of the Code of Iowa by order of the City Council.

Kerin Wright, Clerk

April 5th, 2023

Annexation Map



CITY OF NEVADA

VOLUNTARY ANNEXATION PETITION

APPLICATION FORM

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

1. **Property Address** for this Voluntary Annexation or a description of the General Location if an Address has not been

assigned: 233 Acres across the Lincoln Highway from
the VERBZ D Plant.

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

Sec NW 1/4 and NW 1/4 SW 1/4 10/E3/23

3. **Property Owner:** Kinney-Lindstrom Foundation, Inc.

Address: PO Box 520 Mason City IA 50402-0520
(Street) (City) (State) (Zip)

Telephone: 507-269-7503
(Home) cell (Business) (Fax)

4. **Applicant:** Kent Hall, Trustee

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

Telephone: Same Kentahall77@gmail.com
(Home) (Business) (Fax)

5. **Contact Person:** Kent Hall, Trustee

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

Telephone: Same
(Home) (Business) (Fax)

Obtaining approval of this Voluntary Annexation 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.

Homey-Hindstman Foundation, Inc.
Signed by: *Kent Hall, Vice President* Date: *2-10-23*
(PROPERTY OWNER)

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

and: *[Signature]* Date: *2-10-23*
(APPLICANT)

and: *[Signature]* Date: *2-10-23*
(Contact Person)

This Annexation Petition must include signatures by the owners of 50% of the area of all real estate included within the boundaries of said tract as described in said petition, and in addition, duly signed by the owners of 50% of the area of all real estate lying outside of said tract but within 200 feet of the boundaries thereof, and intervening streets and alleys not to be included in computing such 200 feet.

April 5th, 2023

Kinney-Lindstrom Foundation Inc Proposed Annexation Description

The Northwest Quarter (NW1/4) and North Half (N1/2) Southwest Quarter (SW1/4), Section 10, Township 83 North Range 23 West of the 5th P. M., Except Parcel “A” a part of the Northwest Quarter (NW1/4), as shown on the “Plat of Survey” filed in the Office of the Recorder of Story County, Iowa on May 15th, 1991, Book 10, Page 12, all in Section Ten (10), Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa.

AND

Except Parcel “B” a part of the Northwest Quarter (NW1/4), as shown on the “Plat of Survey” filed in the Office of the Recorder of Story County, Iowa, December 27, 1995, as Instrument NO. 95-11615, Book 13, Page 173, all in Section Ten (10), Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa.

ORDINANCE NO. 1045 (2022/2023)

An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the May, 2023 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”) has previously enacted certain ordinances providing for the division of taxes levied on certain taxable parcels in the Nevada Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa; and

WHEREAS, pursuant to such ordinances, certain taxable parcels within the Nevada Urban Renewal Area in the City have been designated as “tax increment districts”; and

WHEREAS, the City Council now desires to establish a new “tax increment district” by designating additional taxable parcels currently situated in the Grimes Urban Renewal Area;

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 May, 2023 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 Nevada Urban Renewal 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 May, 2023 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 May 8, 2023:

Lots 1-10 and 12-42 in Academy Estates and Parcel J, all in the SE1/4 of Section 7-83-22, City of Nevada, Story County, Iowa.

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 _____, 2023.

Mayor

Attest:

City Clerk

First consideration: May 8, 2023

Second consideration: _____, 2023

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:

04/20/2023

and that the fees charged are legal.

Sworn to and subscribed before on 04/20/2023

Legal Clerk

Notary, State of WI County of Brown

My commission expires

Publication Cost: \$46.40

Order No: 8699505

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

Notice is Hereby Given: That at 6:00 p.m., at the City Hall, Nevada, Iowa, on May 8, 2023, 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:

Lots 1-10 and 12-42 in Academy Estates and Parcel J, all in the SE 1/4 of Section 7-83-22, City of Nevada, Story County, Iowa.

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 Oak Park Estates, L.C. ("Oak Park") in connection with the construction of certain public infrastructure improvements by Oak Park necessary for the development of residential housing; (b) providing tax increment financing support to Workit, LLC ("Workit") in connection with the construction of commercial buildings by Workit for use in its commercial development and leasing operations; (c) providing tax increment financing support to Cutting Edge Painting, L.L.C. ("Cutting Edge") in connection with the construction of a new building by Cutting Edge for use in its business operations; and (d) providing tax increment financing support to Syngenta Crop Protection, LLC ("Syngenta") in connection with the expansion by Syngenta of its facilities for use in its business operations.

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

RESOLUTION NO. 090 (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 Oak Park Estates, L.C. (“Oak Park”) in connection with the construction of certain public infrastructure improvements by Oak Park necessary for the development of residential housing; (b) providing tax increment financing support to Workit, LLC (“Workit”) in connection with the construction of commercial buildings by Workit for use in its commercial development and leasing operations; and (c) providing tax increment financing support to Cutting Edge Painting, L.L.C. (“Cutting Edge”) in connection with the construction of a new building by Cutting Edge for use in its business operations; and (d) providing tax increment financing support to Syngenta Crop Protection, LLC (“Syngenta”) in connection with the expansion by Syngenta of its facilities for use in its business operations; 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 May 8, 2023; 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 18th day of April, 2023; 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 May, 2023 Addition to the Urban Renewal Area.

Section 3. The development 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 May 8, 2023.



Mayor

Attest:



City Clerk

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

• • • •

Upon motion and vote, the meeting adjourned.



Mayor

Attest:



City Clerk

EXHIBIT A
Legal Description
Expanded Nevada Urban Renewal Area
(May, 2023 Addition)

Lots 1-10 and 12-42 in Academy Estates and Parcel J, all in the SE1/4 of Section
7-83-22, City of Nevada, Story County, Iowa.

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

May, 2023

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 May, 2023 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: Oak Park Estates, L.C. Infrastructure Project

Date of Council Approval of the Project: May 8, 2023

Description of Project and Project Site: Oak Park Estates, L.C. (“Oak Park Estates”) has proposed to undertake the construction of certain public infrastructure improvements (the “Infrastructure Project”) necessary for the development of residential housing on the Property (as described in Section 1 above) in the Urban Renewal Area.

It has been requested that the City provide tax increment financing assistance to Oak Park Estates in support of the efforts to construct the Infrastructure Project.

The costs incurred by the City in providing tax increment financing assistance to Oak Park Estates will include legal and administrative fees (the “Admin Fees”) in an amount not to exceed \$10,000.

Description of Use of TIF: The City intends to enter into a development agreement with Oak Park Estates with respect to the Infrastructure Project and to provide annual appropriation economic development payments (the “Payments”) to Oak Park Estates thereunder. The Payments will be funded with incremental property tax revenues to be derived from the Property. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Infrastructure Project will not exceed \$1,800,000, plus the Admin Fees.

B.

Name of Project: Workit, LLC Development Project

Date of Council Approval of the Project: May 8, 2023

Description of Project and Project Site: Workit, LLC (“Workit”) has proposed to undertake the construction of commercial buildings for use in Workit’s commercial development and leasing operations (the “Workit Project”) on the following real property (the “Workit Property”) in the Urban Renewal Area:

Airport Road Industrial Park 5th Addition, Lot 8, Parcel C (20-05793).

It has been requested that the City provide tax increment financing assistance to Workit in support of the efforts to complete, operate and maintain the Workit Project.

The costs incurred by the City in providing tax increment financing assistance to Workit will include legal and administrative fees (the “Admin Fees”) in an amount not to exceed \$5,000.

Description of Use of TIF: The City intends to enter into a development agreement with Workit with respect to the Workit Project and to provide annual appropriation economic development payments (the “Payments”) to Workit thereunder. The Payments will be funded with incremental property tax revenues to be derived from the Workit Property. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Workit Project will not exceed \$50,000, plus the Admin Fees.

C.

Name of Project: Cutting Edge Painting, L.L.C. Development Project

Date of Council Approval of the Project: May 8, 2023

Description of Project and Project Site: Cutting Edge Painting, L.L.C. (“Cutting Edge”) has proposed to undertake the construction of a new building for use in Cutting Edge’s business operations (the “Cutting Edge Project”) on the following real property (the “Cutting Edge Property”) in the Urban Renewal Area:

Airport Road Industrial Park 5th Addition, Lot 3, Nevada, Iowa.

It has been requested that the City provide tax increment financing assistance to Cutting Edge in support of the efforts to complete, operate and maintain the Cutting Edge Project.

The costs incurred by the City in providing tax increment financing assistance to Cutting Edge will include legal and administrative fees (the “Admin Fees”) in an amount not to exceed \$5,000.

Description of Use of TIF: The City intends to enter into a development agreement with Cutting Edge with respect to the Cutting Edge Project and to provide annual appropriation economic development payments (the “Payments”) to Cutting Edge thereunder. The Payments will be funded with incremental property tax revenues to be derived from the Cutting Edge Property. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Cutting Edge Project will not exceed \$75,000, plus the Admin Fees.

D.

Name of Project: Syngenta Crop Protection, LLC Expansion Project

Date of Council Approval of the Project: May 8, 2023

Description of Project and Project Site: Syngenta Crop Protection, LLC (“Syngenta”) has proposed to undertake the expansion of its facilities for use in its business operations (the “Syngenta Project”) on the following real property (the “Syngenta Property”) in the Urban Renewal Area:

Airport Road Industrial Park, Lot 2, Nevada, Iowa.

It has been requested that the City provide tax increment financing assistance to Syngenta in support of the efforts to complete, operate and maintain the Syngenta Project.

The costs incurred by the City in providing tax increment financing assistance to Syngenta will include legal and administrative fees (the “Admin Fees”) in an amount not to exceed \$7,000.

Description of Use of TIF: The City intends to enter into a development agreement with Syngenta with respect to the Syngenta Project and to provide annual appropriation economic development payments (the “Payments”) to Syngenta thereunder. The Payments will be funded with incremental property tax revenues to be derived from the Syngenta Property. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Syngenta Project will not exceed \$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>\$24,758,631</u>
Outstanding general obligation debt of the City:	<u>\$11,340,000</u>
Proposed TIF debt to be incurred under the May, 2023 Amendment*:	<u>\$ 2,152,000</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
(May, 2023 Addition)

Lots 1-10 and 12-42 in Academy Estates and Parcel J, all in the SE1/4 of Section 7-83-22, City of Nevada, Story County, Iowa.

RESOLUTION NO. 104 (2022/2023)

Resolution approving Bond Purchase Agreement for the sale of General Obligation Urban Renewal Bonds, Series 2023A

WHEREAS, the City of Nevada (the “City”), in Story County, State of Iowa heretofore proposed to enter into a General Obligation Urban Renewal Loan Agreement (the “Loan Agreement”), pursuant to the provisions of Section 384.24A and Section 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$6,000,000 for the purpose to that extent, of undertaking the Recreation Center Development Project, an authorized urban renewal project in the Nevada Urban Renewal Area approved by action of the City Council on April 9, 2018, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of March 14, 2022, no petition had been filed with the City asking that the question of entering into the Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared by Dorsey & Whitney LLP (the “Disclosure Counsel”) as bond and disclosure counsel to the City to facilitate the sale of General Obligation Urban Renewal Bonds, Series 2023A (the “Bonds”) in evidence of the obligation of the City under the Loan Agreement, and the City Council has made provision for the approval of the P.O.S. and has authorized its use by D.A. Davidson & Co. (the “Underwriter”); and

WHEREAS, a certain Bond Purchase Agreement (the “Bond Purchase Agreement”) has been prepared to set forth the terms of the Bonds and the understanding between the City and the Underwriter with respect to the purchase thereof and it is now necessary to make provision for the approval of the Bond Purchase Agreement and its execution and delivery;

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

Section 1. The City Council hereby approves the Bond Purchase Agreement in substantially the form as has been presented to the City Council. The Mayor and the City Clerk are hereby authorized to execute the Bond Purchase Agreement on behalf of the City and to deliver the same to the Underwriter.

Section 2. Further action with respect to the authorization of the Loan Agreement and the issuance of the Bonds is hereby adjourned to the City Council meeting on June 12, 2023.

Section 3. All resolutions and orders or parts thereof in conflict with the provisions of this resolution, to the extent of such conflict, 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 May 22, 2023.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

• • • •

At the conclusion of the meeting and upon motion and vote, the City Council adjourned.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

Bond Purchase Agreement

\$[*]
City of Nevada, Iowa
General Obligation Urban Renewal Bonds, Series 2023A

May [22], 2023

City of Nevada, Iowa
1209 Sixth Street
PO Box 530
Nevada, Iowa 50201-0530

Ladies and Gentlemen:

The undersigned, D.A. Davidson & Co. (the “Underwriter”), hereby agrees with you, the City of Nevada, Iowa (the “Issuer”), as follows:

1. *Issuance and Sale of the Bonds.* Subject to the terms and conditions hereinafter set forth in this Bond Purchase Agreement (the “Purchase Agreement”) and on the basis of the representations and warranties herein contained, the Issuer agrees to issue and sell to the Underwriter, and the Underwriter agrees to purchase from the Issuer, all, but not less than all, of \$[*] in aggregate principal amount of the Issuer’s General Obligation Urban Renewal Bonds, Series 2023A (the “Bonds”). The purchase price for the Bonds shall be \$[*] (representing the par amount of the Bonds, [plus] \$[*] of [net] original issue [premium], less an underwriter’s discount of \$[*]).

The Bonds will be dated as of the Closing Date (defined herein), will mature as set forth in Schedule I hereto on the dates and in the amounts and bear interest as set forth therein and be subject to redemption as set forth in the Official Statement (herein defined). The proceeds of the Bonds will be used for the purposes set forth in the Official Statement.

The Bonds will be issued and secured under the bond issuance resolution to be adopted by the Issuer on June [12], 2023 (the “Resolution”), and as described in the Official Statement. Pursuant to the Resolution, the Issuer has appointed BOKF, N.A., Lincoln, Nebraska, as the Registrar and Paying Agent for the Bonds.

In other respects, the Bonds and the other instruments referred to above will contain the provisions summarized in the Preliminary Official Statement dated May 10, 2023 (the “Preliminary Official Statement”), and the Official Statement, dated May [22], 2023, to be delivered pursuant to Section 8 hereof (collectively, the “Official Statement”).

2. *Offering.* The Underwriter represents that (a) it has been duly authorized to execute this Purchase Agreement and to act hereunder, with full authority to take such action as it may deem advisable with respect to all matters pertaining to this Purchase Agreement; and (b) it is registered under the Securities Exchange Act of 1934 as a municipal securities dealer. The Underwriter agrees to make a bona fide public offering of all the Bonds at the initial public offering prices or yields as set forth in the Official Statement.

3. *Delivery and Payment for the Bonds.* At or before 1:00 P.M., Central time, on June 28, 2023, or such other date as may be agreed to by the Issuer and the Underwriter (the “Closing Date”), the Issuer will direct the Registrar and Paying Agent to release to The Depository Trust Company (“DTC”) in

New York, New York, in such form as shall be acceptable to DTC, for the account of the Underwriter, the Bonds, duly executed and authenticated, together with the other documents hereinafter mentioned; and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer to such account as the Issuer shall designate.

Concurrently with such delivery the Issuer shall deliver the certificates, reports and documents described herein, together with an opinion of Dorsey & Whitney LLP, Des Moines, Iowa, as Bond Counsel ("Bond Counsel"). Such delivery is referred to herein as the "Closing." The Bonds will be delivered as definitive fully registered Bonds in denominations as provided in the Resolution, registered in the name of such DTC nominee and in such amounts as the Underwriter may request.

4. *Establishment of Issue Price.*

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or the initial offering price to the public of the Bonds.

(b) Except as set forth in Schedule A to Exhibit A attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Agreement, the Underwriter shall report to the Issuer the price or prices at which the Underwriter has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which Bonds of that maturity have been sold by the Underwriter to the public. Unless the hold-the-offering-price rule (described below) applies, that reporting obligation shall continue, whether or not the Closing has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Agreement at the offering price (the "initial offering price"), or at the corresponding yield, set forth in Schedule A to Exhibit A attached hereto, except as otherwise set forth therein. Schedule A also sets forth, as of the date of this Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the Issuer when the Underwriter has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter represents that it is not part of any selling group agreement or any retail distribution agreement relating to the initial sale of the Bonds to the public.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (a) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (b) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (a) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Agreement by all parties.

5. *Representations and Warranties of the Issuer.* The Issuer hereby represents and warrants to the Underwriter as follows:

a. The Issuer is duly existing as a body corporate and political subdivision in the State of Iowa (the “State”) with the powers and authority, among others, set forth in Chapters 384 and 76 of the Code of Iowa, 2023, as amended (the “Act”), and with the power and authority to enter into this Purchase Agreement, to issue the Bonds as described in the Official Statement, and to execute, deliver and perform its obligations under this Purchase Agreement, the Continuing Disclosure Undertaking, the Resolution and the Bonds.

b. (i) At or prior to the Closing, the Issuer will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds and the performance of its obligations thereunder; (ii) the Issuer has, and at the date of the Closing will have, full legal right, power and authority to enter into this Purchase Agreement and the Continuing Disclosure Undertaking and will have adopted the Resolution securing the Bonds and, at the date of Closing, will have full legal right, power and authority to deliver the Bonds to the Underwriter and to perform its obligations thereunder as provided in the Resolution, this Purchase Agreement, the Continuing Disclosure Undertaking and the Bonds and to carry out and effectuate the transactions contemplated by this Purchase Agreement, the Continuing Disclosure Undertaking, the Resolution and the Official Statement; (iii) the execution and delivery of this Purchase Agreement, the

Continuing Disclosure Undertaking, the Bonds and the Resolution have been duly authorized, and this Purchase Agreement, the Continuing Disclosure Undertaking, the Resolution and the Bonds have been duly executed and delivered; (iv) the Issuer has duly authorized the consummation by it of all transactions contemplated by this Purchase Agreement; and (v) the Resolution will be authorized and executed by the Issuer and will be at Closing in full force and effect.

c. Both at the time of acceptance hereof and at the Closing, there shall not have been any material adverse change since June 30, 2022, in the results of operations or financial condition of the Issuer and the financial statements contained in Appendix D to the Official Statement fairly present the financial position and results of operations of the Issuer as of the dates and for the periods therein set forth in accordance with generally recognized accounting principles for governmental agencies, applied consistently except as otherwise indicated in the Official Statement.

d. Between the date hereof and the Closing, the Issuer will not, without the prior written consent of the Underwriter, have issued any bonds, notes or other obligations or borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.

e. No consent, approval, authorization or order of, or filing, registration or declaration with, any court or governmental agency or body which shall not have been obtained on or prior to Closing is required for the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected or contemplated herein or hereby except for such actions as may be necessary to be taken to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States of America (the "United States") as the Underwriter may designate.

f. The issuance of the Bonds, the execution, delivery and performance of this Purchase Agreement, the Resolution, the Continuing Disclosure Undertaking and the Bonds, and compliance with the provisions hereof and thereof by the Issuer, do not and will not conflict with or constitute on the part of the Issuer a breach of, or a default under, any existing law, regulation, decree, order or resolution, or any agreement, indenture, lease or other instrument, to which the Issuer is subject or by which it is bound.

g. Assuming due authorization, execution and delivery by the respective parties thereto other than the Issuer, the Bonds, this Purchase Agreement, the Continuing Disclosure Undertaking and the Resolution shall constitute valid and binding obligations of the Issuer in accordance with their respective terms, subject to any applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally.

h. As of the time of acceptance hereof and as of the Closing, except as disclosed in the Official Statement, no action, suit, proceeding or investigation is or will be pending or (to the knowledge of the Issuer) threatened against the Issuer (i) in any way affecting the existence of the Issuer or in any way challenging the respective powers of the several offices of the officials of the Issuer or the titles of the officials holding those respective offices to such offices; or (ii) seeking to restrain or enjoin the issuance or delivery of any of the Bonds, or the collection of revenues or assets of the Issuer pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Agreement, the Continuing Disclosure Undertaking or the Resolution; or (iii) in which a final adverse decision would (a) materially adversely affect the operations of the Issuer, or (b) declare this Purchase Agreement to be invalid or unenforceable in whole or in material part.

i. The Issuer will take no action after the date hereof which would cause the Bonds not to conform in all material respects to the description thereof contained in the Official Statement.

j. The Official Statement accurately describes in all material respects the Continuing Disclosure Undertaking for the Bonds by the Issuer (the “Continuing Disclosure Undertaking”).

Furthermore, the Issuer acknowledges and agrees that (i) it has previously received disclosures from the Underwriter regarding their role and interests in connection with the purchase of the Bonds from the Issuer and their sale of the Bonds to investors pursuant to Rules G-17 and G-23 of the Municipal Securities Rulemaking Board (the “MSRB”); and (ii) the purchase and sale of the Bonds pursuant to this Agreement is an arm’s-length commercial transaction between the Issuer and the Underwriter, acting solely as a principal and not as a financial advisor or an agent of the Issuer, and that the Underwriter does not have a fiduciary duty to the Issuer and has not assumed a financial advisory responsibility in favor of the Issuer with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Issuer on other matters) or any other obligation to the Issuer except the obligations expressly set forth in this Agreement, it being the Issuer’s understanding that a financial advisory relationship shall not be deemed to exist when, in the course of acting as an underwriter, a broker, dealer or municipal securities dealer, a person renders advice to an issuer, including advice with respect to the structure, timing, terms and other similar matters concerning a new issue of municipal securities.

k. Preliminary and Final Official Statement:

(v) As of its date and as of the date hereof, the Preliminary Official Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for such information that may be omitted from a preliminary official statement pursuant to Rule 15c2-12). The Issuer makes no representation or warranty with respect to information within the Preliminary Official Statement relating to DTC, the book entry system, or the Underwriter. By a resolution adopted May 8, 2023, the Issuer has authorized the distribution by the Underwriter of the Preliminary Official Statement and the Official Statement, when available, in offering the Bonds for sale to prospective purchasers of the Bonds.

(vi) As of its date and as of the Closing Date, the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The Issuer makes no representation or warranty with respect to information within the Official Statement relating to DTC, the book entry system, or the Underwriter.

6. *Conditions to Obligations.* The Issuer and the Underwriter shall have the right to cancel their obligations hereunder by notifying the other of its election to do so between the date hereof and the Closing if at any time hereafter and prior to the Closing any of the following events shall occur:

a. *Adverse Legislation, Etc.* Any legislation, rule or regulation shall be enacted or favorably reported out of committee to any governmental body, department or agency of the United States of America or any State thereof, or a decision shall be rendered by a court of competent jurisdiction, any of which, in the judgment of the Underwriter, has the purpose or effect of:

(i) imposing federal income taxes upon the interest payable on the Bonds or obligations of the general character of the Bonds;

(ii) requiring the registration of the Bonds under the Securities Act of 1933, as amended;

(iii) changing the federal income tax consequences of any of the transactions contemplated in connection herewith which, in the Underwriter's opinion, materially adversely affects the market price of the Bonds; or

(iv) materially adversely affecting the market price of the Bonds or the market price generally of obligations of the general character of the Bonds.

b. *Adverse Events.* The market price of the Bonds, or the market price generally of obligations of the general character of the Bonds, is materially adversely affected in the judgment of the party seeking the right to cancel because:

(i) additional material restrictions or actions regarding monetary affairs not in force as of the date hereof shall have been imposed by any national securities exchange or governmental authority with respect to trading in securities generally or extensions of credit by, or net capital requirements of, underwriters generally;

(ii) a general banking moratorium shall have been established by federal, New York or Iowa authorities;

(iii) a war or escalation of hostilities involving the United States of America shall have been declared or any other national or international calamity shall have occurred or escalated;

(iv) the United States of America shall have defaulted in the payment of principal or interest on any obligation of the U.S. Treasury, or any other action shall have been taken by any government with respect to its legislative or monetary affairs which, in the opinion of the Underwriter, has a material adverse effect on the United States' securities markets or on the market for the Bonds; or

(v) general political, economic or market conditions shall have occurred which, in the opinion of the Underwriter, has a material adverse effect on the market price of the Bonds.

c. *Material Changes.* Any event shall have occurred after the date hereof which makes untrue or incorrect in any material respect, any information or statement contained in the Official Statement or which is not reflected in the Official Statement but which should, in the opinion of the party seeking cancellation, be reflected therein for the purpose for which the Official Statement is to be used in order to make the statements and information contained therein not materially inaccurate or misleading in any material respect.

7. *Closing Conditions.* The obligations of the Underwriter to accept delivery of the Bonds and to make payment therefor on the Closing Date shall be subject to the satisfaction of the following conditions on or prior to the Closing Date:

a. *Basic Documents.* The Resolution, the Continuing Disclosure Undertaking and this Purchase Agreement, each in the form heretofore approved by the Underwriter or with such further changes as may be mutually agreed upon, shall have been executed and delivered.

b. *Closing Certificates.* The Issuer shall have executed and delivered its Closing Certificates, dated the Closing Date, substantially to the effect that (i) the representations and warranties of the Issuer contained herein are true and correct in all material respects as of the Closing Date and the obligations of the Issuer hereunder required to be performed on or prior to the Closing Date, have been performed by the Issuer; (ii) since June 30, 2022, no material adverse change has occurred in the financial position or results

of operations of the Issuer other than as disclosed in the Official Statement; (iii) the Official Statement, as of its date and as of the Closing Date, did not and does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; (iv) other than as set forth in the Official Statement, no litigation is pending or, to the Issuer's knowledge, is threatened in any court to restrain or enjoin the issuance or delivery of any of the Bonds, or the collection of revenues pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity of the Bonds or the Resolution, (v) other than as set forth in the Official Statement, there is no litigation pending, or, to the Issuer's knowledge, threatened against the Issuer or involving any of the property or assets under the control of the Issuer that involves the possibility of any judgment or uninsured liability which may result in any material adverse change in the business, properties, assets, or in the condition, financial or otherwise, of the Issuer, which certificate shall be in form and substance acceptable to the Underwriter (or in lieu of such certificate an opinion of Bond Counsel or counsel to the Issuer as to matters referred to in clause (iv) above and by counsel to the Issuer as to matters referred to in clause (v) above, acceptable to the Underwriter in form and substance), stating that in their opinion the issues raised in any such pending or threatened litigation are without substance or that the contentions of any plaintiffs therein are without merit or that a final decision in favor of any of the plaintiffs will not adversely affect the validity of the Bonds, the Continuing Disclosure Undertaking or the Resolution; and (vi) such certifications with respect to the expenditure of the proceeds of the Bonds as may be requested by Bond Counsel in connection with the delivery of its opinion with respect to the tax-exemption of the interest on the Bonds.

c. *Opinion of Bond Counsel.* Dorsey & Whitney LLP, as Bond Counsel shall have rendered their opinion dated the Closing Date substantially to the effect set forth in the Official Statement, which is either addressed to the Underwriter, or is delivered together with a reliance letter of Bond Counsel, dated the Closing Date and addressed to the Underwriter stating that the Underwriter shall be entitled to rely upon such opinion of Bond Counsel as if the same were addressed to the Underwriter.

d. *Supplemental Opinion of Bond Counsel.* A supplemental opinion of Bond Counsel, dated the Closing Date and addressed to the Issuer and the Underwriter substantially to the effect that the description of the Bonds and the Resolution, in the Official Statement under the captions "THE BONDS" except the material regarding DTC and book-entry form, "SECURITY AND SOURCE OF PAYMENT", "TAX EXEMPTION AND RELATED TAX MATTERS", "LEGAL MATTERS", "Appendix B – Form of Bond Counsel Opinion" and "Appendix C – Form of Continuing Disclosure Certificate" has been reviewed by them and, insofar as such information contained under such captions purports to summarize certain provisions of the Bonds, the Resolution, and any opinions rendered as or documents prepared by Bond Counsel, presents a fair and accurate summary of such provisions for the purpose of use in the Official Statement.

e. *Opinion of Disclosure Counsel.* An opinion of Dorsey & Whitney LLP as Disclosure Counsel, addressed to the Underwriter and the Issuer that (A) the Bonds are exempt from registration and qualification under applicable existing Federal laws, (B) as of the Closing Date, no information had come to their attention which caused Disclosure Counsel to believe that the Official Statement (except for any financial, statistical or economic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, Appendices A, D or E of the Official Statement, or any information about the book-entry system or DTC included in the Official Statement, as to which no opinion is expressed) contained or contains, as of its date, any untrue statement of a material fact or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and (C) that, on the basis of the Continuing Disclosure Undertaking, the Underwriter is in compliance with paragraph (b)(5) of Rule 15c2-12.

f. *Reserved.*

g. *Rating.* Proof of receipt of a rating on the Bonds of at least “AA-” from S&P Global Ratings, a division of Standard and Poor’s Financial Services LLC.

h. *Reserved.*

i. *Other Actions and Documents.* There shall have been taken such other actions and there shall have been delivered such other documents, opinions, showings and certificates not listed above, as may be reasonably requested by the Underwriter or Bond Counsel in order to effectuate the transactions herein contemplated, and the Underwriter shall have received executed counterparts of all documents, certificates and opinions referred to herein.

8. *Official Statement; Compliance with Rule 15c2-12.*

a. The Issuer hereby ratifies and confirms that it has “deemed final” as of its date the Preliminary Official Statement for purposes of paragraph (b)(1) of Rule 15c2-12 (“Rule 15c2-12”) of the Securities and Exchange Commission (the “SEC”), except for the omission of only such material as is permitted by such paragraph.

b. As promptly as practicable after the execution of this Agreement (but not later than the earlier of (i) seven business days from the date hereof and (ii) two business days before the date of Closing), the Issuer shall prepare and deliver to the Underwriter the final Official Statement executed by an authorized officer of the Issuer. The Official Statement shall be in substantially the same form as the Preliminary Official Statement with only such changes as shall be approved by the Underwriter.

c. To enable the Underwriter to comply with Rule 15c2-12 and the rules of the MSRB, the Issuer agrees to deliver to the Underwriter (i) as many printed, conformed copies of the Official Statement as the Underwriter requests, but not more than twenty (20), and (ii) an electronic copy of the Official Statement in word-searchable pdf format. The Underwriter agrees to file a copy of the Official Statement on the MSRB’s Electronic Municipal Markets Access (EMMA) system.

d. During the period ending on the 25th day after the End of the Underwriting Period (or such other period as may be agreed to by the Issuer and the Underwriter), the Issuer (i) shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter and (ii) shall notify the Underwriter promptly if any event shall occur, or information comes to the attention of the Issuer, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the opinion of the Underwriter, such event requires the preparation and distribution of a supplement or amendment to the Official Statement, the Issuer shall prepare and furnish to the Underwriter, at the Issuer’s expense, such number of copies of the supplement or amendment to the Official Statement, in form and substance mutually agreed upon by the Issuer and the Underwriter, as the Underwriter may reasonably request. If such notification shall be given subsequent to the Closing Date, the Issuer also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement. For purposes of this Agreement: the “End of the Underwriting Period” is used as defined in Rule 15c2-12 and shall occur on the later of (A) the Closing Date or (B) when the Underwriter no longer retains an unsold balance of the Securities; unless otherwise advised in writing by the Underwriter on or prior to the Closing Date, or otherwise agreed to by the Issuer and the Underwriter, the Issuer may assume that the End of the Underwriting Period is the Closing Date.

e. The Issuer agrees that it will on or prior to the Closing Date execute and deliver (or adopt as a part of the resolution or ordinance authorizing the Bonds) a Continuing Disclosure Undertaking with respect to the Bonds in substantially the form attached as Appendix C to the Official Statement.

f. The Issuer represents and warrants to the Underwriter that, except as described in the Official Statement, within the last five years it has not failed to comply in all material respects and is in current compliance with each continuing disclosure undertaking previously entered into by it pursuant to Rule 15c2-12.

g. To promote compliance with its continuing disclosure undertakings, the Issuer has executed a Dissemination Agent Agreement.

9. *Expenses.* The Underwriter shall be under no obligation to pay, and the Issuer agrees to pay, all reasonable and necessary expenses relating to their obligations hereunder, including but not limited to the following: (i) the fees and expenses of Bond Counsel and Disclosure Counsel; and (ii) the cost of the preparation and printing of the Bonds and the Official Statement, including any supplement or amendment thereto.

The Underwriter agrees to pay: (i) all advertising expenses in connection with the public offering of the Bonds; and (ii) all expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds in excess of the amounts paid by the Issuer for such expenses. The provisions of this Section 9 shall survive any termination of this Purchase Agreement.

10. *Notices.* All notices required or permitted to be given hereunder shall be deemed given when personally delivered or sent by telecopy or overnight courier service addressed as follows:

If to the Issuer:	City of Nevada, Iowa 1209 Sixth Street PO Box 530 Nevada, Iowa 50201-0530 Attention: Finance Officer
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If to the Representative:	D.A. Davidson & Co. 515 East Locust Street, Suite 200 Des Moines, Iowa 50309 Attention: Michael Maloney, Managing Director
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11. *Counterparts.* This Purchase Agreement may be executed in any number of counterparts, each of which shall constitute an original but all together shall constitute one and the same instrument.

12. *Contract for Benefit of Parties.* This Purchase Agreement is made solely for the benefit of the parties hereto (including any successor or assignee of the Underwriter), and no other person shall acquire or have any right hereunder or by virtue hereof.

13. *Governing Law.* This Purchase Agreement shall be governed by the laws of the State of Iowa without regard to conflicts of law principles thereof.

If the foregoing is acceptable to you, please certify your acceptance in the space below, on the date hereof, whereupon this Purchase Agreement shall become a binding contract between us.

D.A. DAVIDSON & CO.

By: _____

Accepted and agreed to this [22nd day of May], 2023, at __: __ .m.

CITY OF NEVADA, IOWA

By: _____

ATTEST:

By: _____

SCHEDULE I

MATURITY, PRINCIPAL AMOUNT, INTEREST RATE AND PRICE

<u>Maturity Date</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>Price</u>
2024	\$	____%	____%
2025	\$	____%	____%
2026	\$	____%	____%

Term Bond due June 1, 20__ in a principal amount of \$____,000 bearing interest at ____% at a price of ____%.

EXHIBIT A

FORM OF ISSUE PRICE CERTIFICATE

\$[*]
City of Nevada, Iowa
General Obligation Urban Renewal Bonds, Series 2023A

The undersigned, D.A. Davidson & Co. (the “Underwriter”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) The Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. If any Hold-the-Offering-Price Maturities are identified in Schedule A, a copy of the pricing wire or equivalent communication for the Bonds will be attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement dated May [22], 2023 (the “Agreement”), between the Issuer and the Underwriter, the Underwriter has agreed in writing that for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “Hold-the-Offering-Price Rule”). Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

(a) ***General Rule Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities”.

(b) ***Hold-the-Offering-Price Maturities*** means those Maturities of the Bonds, if any, listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) ***Holding Period*** means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (May [30], 2023) or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the Offering-Price Maturity.

(d) ***Issuer*** means the City of Nevada, Iowa.

(e) ***Maturity*** means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is May [22], 2023.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

4. *Yield.* As shown on the attached Schedules, the yield on the Bonds has been calculated to be [%]%. Such calculations were made using software licensed to the Underwriter by a third party vendor.

5. *WAM.* The weighted average maturity of the Bonds is [*] years. Such calculations were made using software licensed to the Underwriter by a third party vendor.

6. *Computations.* To the extent that we provided the Issuer and bond counsel with certain computations that show a bond yield, issue price, weighted average maturity and certain other information with respect to the Bonds, these computations are based on our understanding of directions that we have received from bond counsel regarding interpretation of the applicable law. We express no view regarding the legal sufficiency of any such computations or the correctness of any legal interpretation made by bond counsel.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the tax certificate or other closing certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

EXECUTED and DELIVERED this
June [28], 2023.

D.A. DAVIDSON & CO.

By: _____
Michael Maloney, Managing Director

SCHEDULE A

**SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

General Rule Maturities

Hold-The-Offering-Price Maturities

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

[TO COME FOLLOWING 5-DAY HOLD FOR MATURITIES]

RESOLUTION NO. 105 (2022/2023)

**A RESOLUTION APPROVING CONCRETE CRUSHING SERVICES AGREEMENT
BETWEEN BOOMERANG CORP. AND CITY OF NEVADA, IOWA**

WHEREAS, the City of Nevada, Iowa (the "City") desires to enter into an agreement with Boomerang Corp. (the "Contractor"), to crush approximately 10,000 tons of material; and

WHEREAS, the City accepted the bid of Contractor for the amount of \$7,500.00 lump sum for mobilization and \$7.30 per ton of processed material; and

WHEREAS, the Contractor shall furnish all labor, materials, tools, & equipment required to crush approximately 10,000 tons of concrete and asphalt located at the Waste Water Treatment Plant to a screen size of 1" minus; and

WHEREAS, the City shall pay to Contractor \$7,500.00 mobilization expenses within thirty (30) days of signing this agreement. The processed material will be weighed and documented via weight tickets by the Contractor at a fee of \$7.30 per ton of material and invoice the City with said quantities and costs on a monthly basis; and

WHEREAS the Contractor will commence work required by this agreement within fifteen (15) days after the date of the Notice to Proceed and will complete same within ninety (90) calendar days unless the period of completion is extended otherwise by the Parties; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Nevada, Iowa, does hereby approve the Concrete Crushing Services Agreement with Boomerang Corp., an Iowa Corporation, to crush approximately 10,000 tons of material located at the Waste Water Treatment Plant. The City Clerk is hereby authorized and directed to execute said Agreement on behalf of the City and to take any other action necessary to effectuate this Agreement.

Passed and approved this 22nd day of May, 2023.

ATTEST:

Brett Barker, Mayor

Kerin Wright, City Clerk

CONCRETE CRUSHING SERVICES CONTRACT

THIS AGREEMENT, made and entered into this ___ day of _____, 2023, by and between the City of Nevada, Iowa (hereinafter the "City"), and Boomerang Corp., an Iowa corporation (hereinafter the "Contractor").

WHEREAS, the Contractor, in response to said solicitation for bids, has submitted to the City a proposal to crush approximately 10,000 tons of material for the City; and

WHEREAS, after City Council consideration, the City accepted the bid of Contractor for the amount of \$7,500.00 lump sum for mobilization and \$7.30 per ton of processed concrete.

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed, and hereby agree, as follows:

1. Services. The Contractor shall, in a good and first class, workmanlike manner, at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this Agreement and the February 28, 2023 bid response from Contractor, which is made a part of this Agreement. The Contractor shall crush the approximately 10,000 tons of concrete and asphalt pile located at the Waste Water Treatment Plant located in Nevada, Iowa, into a screen size of 1" minus.
2. Compensation. The City shall pay to Contractor \$7,500.00 in mobilization expenses within thirty (30) days of signing this Agreement. The City shall pay Contractor \$7.30 per ton of processed concrete. The weight shall be calculated by Contractor's belt scale and docketed via weight tickets. The Contractor shall provide the City an invoice detailing the quantities and costs, including copies of the weight tickets, which shall be invoiced to City on a monthly basis.
3. Commencement. The Contractor will commence the work required by this Agreement within fifteen (15) days after the date of the Notice To Proceed and will complete same within ninety (90) calendar days unless the period of completion is extended otherwise by the Parties.
4. Supervision. The Contractor will supervise and direct the work. The Contractor will be solely responsible for the means, methods, techniques, sequences and procedures for providing the contracted services. The Contractor will be responsible for initiating, maintaining and supervising all safety procedures, rules, precautions and programs in connection with the work. The Contractor will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby.
5. Compliance with Applicable Laws. The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection.

6. Change in Work. The City may, at any time, as the need arises, order changes within the scope of the work. If such changes increase or decrease the amount due under this Agreement, an equitable adjustment shall be negotiated and authorized by both Parties.
7. Termination. The City may, without prejudice to any other right or remedy and after giving the Contractor and its surety a minimum of ten (10) days from delivery of a written notice, terminate the services of the Contractor for the following reasons:
 - i. The Contractor is adjudged bankrupt or insolvent or makes a general assignment for the benefit of its creditors;
 - ii. A trustee or receiver is appointed for the Contractor or for any of its property;
 - iii. The Contractor repeatedly fails to supply sufficiently skilled workmen or suitable materials or equipment, fails to diligently prosecute the work, abandons the work or notifies the City of his intent to abandon the work;
 - iv. The Contractor repeatedly fails to make prompt payments to subcontractors or for labor, materials or equipment;
 - v. The Contractor disregards laws, ordinance, rules, regulations or orders of any public body having jurisdiction over the work; or
 - vi. The Contractor disregards the instructions of the City or otherwise violates any provision of the contract documents.
8. Insurance. The Contractor shall purchase and maintain general public liability and property damage insurance, including vehicle coverage, issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property arising out of or in connection with any operations under the Agreement, whether such operations be by the Contractor or by any subcontractor employed by the Contractor. Insurance shall be written with a limit of liability of not less than one million dollars (\$1,000,000) for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident, and a limit of liability of not less than one million dollars (\$1,000,000) aggregate for any such damages sustained by two or more persons in any one accident.
9. Indemnity. The Contractor shall indemnify and hold harmless the City and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work pursuant to this Agreement.
10. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

CITY OF NEVADA

BOOMERANG, CORP.

By: _____
Mayor, Brett Barker

By: _____
President

Attest: _____

By: _____
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/10/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Associates - CR 201 First Street SE, Suite 700 Cedar Rapids, IA 52401 Collin Forst INSURED Boomerang Corp PO Box 227 Anamosa, IA 52205	1-800-300-0325	CONTACT NAME: Shelby Greiner PHONE (A/C No. Ext): 319-896-7702 E-MAIL: sgreiner@holmesmurphy.com ADDRESS: sgreiner@holmesmurphy.com	FAX (A/C No.): 866-231-7822
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: ZURICH AMER INS CO	16535
		INSURER B: TRAVELERS PROP CAS CO OF AMER	25674
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 68738662

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC		3538205	07/01/22	07/01/23	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		3538206	07/01/22	07/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		CUP-4T637525	07/01/22	07/01/23	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	3538204	07/01/22	07/01/23	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Nevada, IA is an additional insured on the general liability, auto liability and umbrella as required by written contract with the insured per policy terms & conditions. The general liability, auto liability, umbrella and workers compensation include a waiver of subrogation in favor of the additional insured as required by written contract with the insured per policy terms and conditions. 30 days notice of cancellation applies, except for non-payment, per policy terms and conditions.
Project: Concrete crushing

CERTIFICATE HOLDER**CANCELLATION**

City of Nevada 1209 6th Street Nevada, IA 50201 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

RESOLUTION NO. 106 (2022/2023)

A RESOLUTION APPROVING THE APPLICATION OF THE CAPSTONE GROUP TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY IOWA WORKFORCE HOUSING TAX CREDIT PROGRAM

WHEREAS, the City of Nevada has received a request from The Capstone Group to approve and submit an application to the State of Iowa for Workforce Housing Tax Credit program benefits; and

WHEREAS, this program of the Iowa Economic Development Authority was established to promote and encourage the development of attainable workforce housing thus, supporting economic development and job creation in the State of Iowa; and

WHEREAS, the City Council supports activities which promote and facilitate the attraction and retention of workforce and economic development within the Nevada Community; and

WHEREAS, CASS-DOTY LLC will create up to an additional 60 units of rental housing units in the Community of Nevada;

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

1. The Nevada City Council hereby approves the application of The Capstone Group for the purpose of receiving workforce housing tax credit benefits.
2. The Nevada City Council in partnership with the Nevada Economic Development Council hereby approves the local match requirement of the Iowa Economic Development Authority as follows:
 - Up to \$60,000 Forgivable Loan
3. The Nevada City Council authorizes the Mayor, City Administrator and City Clerk to take such further actions as deemed necessary in order to carry into effect the provisions of this Resolution.

PASSED AND APPROVED this 22nd day of May, 2023.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

COUNCIL ACTION FORM

AGENDA ITEM: Approve the Purchase of Wheel Loader

HISTORY:

The wheel loader we have currently is 23 years old. This piece of equipment is essential in our daily operations within the community. We use it to load trucks with salt and dirt, to lift and push, as well as running the snowblower, and more. To keep up with the demands on our department, having an upgraded piece of equipment would be ideal to efficiently do our work. Because there is a delay in equipment delivery, we hope to order the wheel loader if approved, then payment and delivery will occur in FY2024.

Quotes were received from the following three vendors (see attached for additional information):

- | | |
|--|---------------------|
| • Ziegler CAT (includes trade-in) | \$180,679.61 |
| • Housby Heavy Equipment – Volvo L70H base model (includes trade-in) | \$181,232.00 |
| • Housby Heavy Equipment – Volvo L70H with additional options | \$194,332.00 |
| • John Deere | NO BID |

OPTIONS:

1. Accept the quote from Ziegler CAT for \$180,679.61 including trade-in
2. Reject all quotes and resend new RFP's.
3. Reject all bids and do nothing at this time.

STAFF'S RECOMMENDED ACTION:

Staff recommends approving Option 1: Purchase Wheel Loader from Ziegler CAT at the cost of \$180,169.61

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



202700-01

May 08, 2023

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

Attn: Mike Ackerman,

Travis McDowell
Territory Manager
515-238-0640

Caterpillar Model: 930M Wheel Loader

Standard Equipment

POWERTRAIN

Axle seal guards
Auto Idle shut down feature
Cat C7.1ACERT engine
-Power Modes (Standard and Performance)
-Power by Range (High Power in Range 4)
-Tier 4 Final/Stage IV compliant
-Turbocharged and aftercooled
-Filtered crankcase breather
-Diesel particulate filter
-Selective Catalyst Reduction
Coolant protection to -34C (-29F)
Differential lock in front axle
Dry type air cleaner
Enclosed wet disc full hydraulic brakes
Fuel priming pump, automatic
Fuel water separator

HYDRAULICS

Automatic lift and bucket kickouts,
adjustable in-cab
Bucket and Fork Modes, adjustable in-cab
Cylinder damping at kickout and
mechanical end stops
Fine Mode control (Fast, Medium, Slow)
in Fork Mode

ELECTRICAL

Alternator, 115-amp, heavy duty
12V power supply in cab (2)
Batteries, 1,000 CCA (2) 24 volt system,
disconnect switch
Back up alarm
Emergency shutdown switch
Halogen work lights front and rear, LED

OPERATOR ENVIRONMENT

75 mm (3 in) retractable seatbelt

Hydraulically driven demand cooling fan
Hydrostatic transmission with electronic
control
-Operator Modes (Default, TC, Hystat and
Ice)
-Directional Shift Aggressiveness (Fast,
Medium, Slow)
-Rimpull control, adjust wheel torque
-Creeper control, adjust ground speed
Lubed for life driveshafts
Parking brake, electric
Single plane cooling package wide 6 fins
per inch density
S-O-S port, engine, coolant, transmission
oil

Hydraulic Response setting (Fast,
Medium, Slow)
Hydraulic diagnostic connectors and
S-O-S ports
Hydraulic sight gauge, visible
Load sensing hydraulics and steering
Seat mounted hydraulic joystick controls

rear stop and turn lights
Heavy duty gear reduction starter
Product Link PRO w/3 year subscription
Remote jump start post
Resettable main and critical function
breakers
Roading lights front and rear

Interior cab lighting, door and dome

Ziegler Inc.

Automatic temperature control
Cab, enclosed ROPS/FOPS pressurized
and sound suppressed
Cup holders
External heated mirrors with lower
parabolic
Ground level cab door release
Gauges
-Digital hour meter, odometer and
tachometer
-Digital ground speedometer and
direction indicator
-Engine coolant temperature gauge
-Fuel and Diesel Exhaust Fluid level
indicator
-Hydraulic oil temperature gauge
Hydraulic control lockout

Interior rearview mirrors (2)
Lunch box storage
Operator warning system indicators
Radio ready speakers
Rear window defrost, electric
Seat mounted electronic implement
controls, adjustable
Sliding glass on the side windows
Column mounted multi function control
-lights, wipers, turn signal
Suspension seat, fabric
Tilt and telescope steering wheel
Tinted front glass
Wet arm wiper/washer, 2-speed and
intermittent, front
Wet arm wiper washer, rear

MACHINE SPECIFICATIONS

DESCRIPTION

930M WHEEL LOADER
LANE 2 ORDER
PREP PACK, UNITED STATES
STEERING, STANDARD
DIFFERENTIAL,LIMITED SLIP REAR
STANDARD RADIO (12V)
FENDERS, STANDARD
RIDE CONTROL
WARNING, BEACON, LED STROBE
ANTIFREEZE, -50C (-58F)
TOOLBOX AUX, NONE
JUMPER LINES, AUX 3RD, FUSION
ENVIRONMENT, STANDARD
WEATHER, COLD START 120V
HYDRAULICS, 3V, CPLR READY, SL
SEAT, DELUXE

PRODUCT LINK, CELLULAR PLE641
QUICK COUPLER, FUSION
CTWT, HEAVY, 2668LBS, 5PCS
LIGHTS, AUX, LED, PREMIUM
TIRES, 20.5R25 MX XTLA * L2
SERIALIZED TECHNICAL MEDIA KIT
ENGINE
BUCKET-GP, 3.2 YD3, FUS, BOCE
HYDRAULICS, STANDARD
LINES, AUX 3RD, STD LIFT
CAB, DELUXE
HYDRAULIC OIL, STANDARD
LIGHTS, ROADING, HALOGEN, RH
PACK, DOMESTIC TRUCK
CERTIFICATE OF ORIGIN, ENGLISH
AUTOLUBE

ADD \$4,210 TO TRADE FORKS FOR NEW 54" FUSION

SELL PRICE	\$230,679.61
LESS GROSS TRADE ALLOWANCE	(\$50,000.00)
BALANCE	\$180,679.61

TRADE-INS

Model	Make	Serial Number	Year	Trade Allowance
IT28G-00	Caterpillar (AA)	DBT01390	2004	\$50,000.00

WARRANTY

Extended Warranty: 5 YEAR 2000 HR POWERTRAIN WARRANTY

Quote Valid for 90 days



Contract:

032119-

VCE

Date: 5/15/2023

Buying Agency:	City of Nevada	Dealership:	Housby Heavy Equipment
Contact Person:	Mike Ackerman	Prepared By:	Tyler Wangsness
Phone:	515-231-4684	Phone:	515-401-3334
Email:	mackerman@cityofnevadaiaowa.org	Email:	twangsness@housby.com
Sourcewell Product Code	D - Volvo Pricing Catalog: Wheel Loaders Large		
A. Catalog / Price Sheet Items being purchased			
Quan		Unit Pr	Total
1	Volvo L70H	\$208,122	\$208,122
	See next page for machine specs at List Price, Contract Discount, Machine Price		
	TOTAL Purchase Price at Bottom of this Page		
		Sourcewell Machine Price:	\$208,122
		Additional Discount:	-\$10,900
		Subtotal A:	\$197,222
B. Sourced and/or Non-Contracted Items			
Quan	Description	Unit Pr	Total
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
		Subtotal B:	\$0
C. Freight / Installation / Ext Warranty / Trade-Ins / Other Allowances/ Miscellaneous Charges			
Freight			\$1,000
PDI			\$1,000
2004 Caterpillar IT28 Loader Trade			-\$38,000
2004 Fair Mfg SnoCrete 842SI Trade			-\$5,000
		Subtotal C:	-\$41,000
Delivery Date:	TBD	D. TOTAL PURCHASE PRICE (A+B+C):	\$156,222

OPTIONS:

CDC Steering	\$8,500	Rear Sun Blind	\$350
Radar Rear Detect System	\$4,250		
Auto Lube	\$14,510		
72month3,000hour	\$10,500		
Complete Warranty			
w/TTM Coverage			



Cat® 930M

WHEEL LOADER

M SERIES – MAKING YOUR CHOICE EASY:

■ **Enjoy All Day Comfort** – Have a seat in the new M Series Small Wheel Loader and enjoy automatic temperature control, class leading sound levels, excellent all around visibility and low-effort joystick controls that move with you on a fully adjustable seat suspension. A large spacious operator environment combined with Caterpillar's exclusive hydraulic cylinder damping and smooth predictable controls make this the most comfortable seat on your job site.

■ **Work Made Easy** – Move more with Caterpillar's patented quick loading Performance Series buckets and optimized Z-bar linkage that combines the digging efficiency of a traditional Z-bar with tool carrier capabilities. The parallel lift and high tilt forces throughout the working range allow you to safely and confidently handle loads with precise control.

Multi-function work has never been easier with dedicated pumps for each system and a flow sharing implement valve governed by an intelligent power management system. Simultaneously lift, steer and drive without compromise. The M Series Small Wheel Loader simply does what you ask it to do.

■ **Efficiently Powerful** – Experience hybrid like fuel efficiency with an intelligent hydrostatic power train and industry leading fuel savings through a lower maximum engine speed of just 1,600 rpm in Standard Mode. Power when you need it with Caterpillar's exclusive Power-by-Range technology that increases power in Range 4 for improved speed on grade. For your toughest and most demanding applications a new Performance Mode will allow you to boost the power and hydraulic speed in all Ranges to get the job done even quicker. Meets U.S. EPA Tier 4 Final/EU Stage IV emission standards with a Cat® C7.1 ACERT™ engine that is designed to manage itself so you can concentrate on your work.

■ **Customize Your Experience** – Meet your application requirements and individual preferences with Caterpillar's industry first Hystat™ Operator Modes featuring four unique power train settings. Select classic Torque Converter for smooth rollout, conventional Hystat for aggressive engine braking, an Ice Mode that maximizes your control on slippery underfoot, or default mode which blends the best of Hystat and Torque Converter characteristics. Fine tune machine performance with adjustments at your fingertips through the soft touch buttons and optional secondary display. Quickly set hydraulic response along with linkage kick-out positions, maximum wheel torque, and peak ground speed to efficiently perform a multitude of tasks.

Specifications

Engine

Engine Model	Cat C7.1 ACERT			
Power Mode	Standard Mode	Performance Mode		
Speed Range	Range 1-3*	Range 1-4		
Maximum Gross Power				
Maximum Engine Speed	1,600 rpm	1,800 rpm		
ISO 14396	119 kW 160 hp	122 kW	164 hp	
ISO 14396 (DIN)	119 kW 162 hp	122 kW	166 hp	
Rated Net Power	1,600 rpm	1,800 rpm		
SAE J1349	115 kW 154 hp	117 kW	157 hp	
SAE J1349 at				
Maximum Fan Speed	105 kW 141 hp	107 kW	143 hp	
ISO 9249 (DIN)	116 kW 158 hp	119 kW	162 hp	

Engine (continued)

	Standard Mode		Performance Mode	
Maximum Gross Torque				
ISO 14396	804 N·m	592 lbf·ft	804 N·m	592 lbf·ft
Maximum Net Torque				
SAE J1349	768 N·m	566 lbf·ft	768 N·m	566 lbf·ft
ISO 9249 (1977)/EEC 80/1269	776 N·m	572 lbf·ft	776 N·m	572 lbf·ft
Displacement	7.01 L	427 in³	7.01 L	427 in³

- Engine meets Tier 4 Final/Stage IV emission standards.
- Net power shown is the power available at the flywheel when the engine is equipped with alternator, air cleaner and diesel exhaust filter.

*Range 4 power is boosted to be the same as Performance Mode.

930M Wheel Loader

Buckets

Bucket Capacities – General Purpose	2.1-2.7 m ³	2.7-3.5 yd ³
Bucket Capacities – Light Material	3.1-5.0 m ³	4.0-6.5 yd ³

Steering

Steering Articulation Angle (each direction)	40°	
Maximum Flow – Steering Pump	130 L/min	34 gal/min
Maximum Working Pressure – Steering Pump	24 130 kPa	3,500 psi
Maximum Steering Torque:		
0 degrees (straight machine)	50 375 N·m	37,155 lbf·ft
40 degrees (full turn)	37 620 N·m	27,747 lbf·ft
Steering Cycle Times (full left to full right):		
At 1,800 rpm: 90 rpm steering wheel speed	2.4 seconds	
Number of Steering Wheel Turns – full left to full right or full right to full left	3.5 turns	

Loader Hydraulic System

Maximum Flow – Implement Pump	190 L/min	50 gal/min
3rd Function Maximum Flow*	190 L/min	50 gal/min
4th Function Maximum Flow*	160 L/min	42 gal/min
Maximum Working Pressure – Implement Pump	25 000 kPa	3,626 psi
Relief Pressure – Tilt Cylinder	28 000 kPa	4,061 psi
3rd Function Maximum Working Pressure	25 000 kPa	3,626 psi
4th Function Maximum Working Pressure	25 000 kPa	3,626 psi
Hydraulic Cycle Times:	Standard Mode	Performance Mode
	At 1,600 rpm	At 1,800 rpm
Raise (ground level to maximum lift)	5.7 seconds	5.1 seconds
Dump (at maximum lift height)	1.7 seconds	1.5 seconds
Float Down (maximum lift to ground level)	2.7 seconds	2.7 seconds
Total Cycle Time	10.1 seconds	9.3 seconds

*Adjustable from 20% to 100% of maximum flow through the secondary display, when equipped.

Service Refill Capacities

Fuel Tank	195 L	51.5 gal
Cooling System	30 L	7.9 gal
Engine Crankcase	20 L	5.3 gal
Transmission (gearbox)	8.5 L	2.2 gal
Axles:		
Front	26 L	6.9 gal
Rear	25 L	6.6 gal
Hydraulic System (including tank)	165 L	43.6 gal
Hydraulic Tank	90 L	23.8 gal
Diesel Exhaust Fluid (DEF) Tank	19 L	5 gal

- DEF used in Cat SCR systems must meet the requirements outlined in the International Organization for Standardization (ISO) standard 22241-1.

Transmission

Forward and Reverse:		
Range 1*	1-13 km/h	0.6-8 mph
Range 2	13 km/h	8 mph
Range 3	27 km/h	17 mph
Range 4	40 km/h	25 mph

*Creeper control allows maximum speed range adjustability from 1 km/h (0.6 mph) to 13 km/h (8 mph) in Range 1 through the secondary display, when equipped. Factory default is 7 km/h (4.4 mph).

Tires

Standard Size	20.5 R25, radial (L-3)	
Other Choices Include:	20.5 R25, radial (L-2)	20.5-25 16PR (L-5)
	20.5 R25, radial (L-5)	600/65 R25 radial (L-3)
	20.5-25 12PR (L-2)	Skidder/Agriculture
	20.5-25 12PR (L-3)	Flexports Gen II

- Other tire choices are available. Contact your Cat dealer for details.
- In certain applications, the loader's productive capabilities may exceed the tire's tonnes-km/h (ton-mph) capabilities.
- Caterpillar recommends that you consult a tire supplier to evaluate all conditions before selecting a tire model.

Cab

ROPS	SAE J1040 MAY94, ISO 3471-1994
FOPS	SAE J/ISO 3449 APR98, Level II, ISO 3449 1992 Level II

- Cab and Rollover Protective Structures (ROPS) are standard in North America and Europe.
- The declared dynamic operator sound pressure levels per ISO 6396:2008*, when properly installed and maintained, are:
 - Standard cab: 68 ±3 dB(A)
 - Deluxe cab: 66 ±2 dB(A)

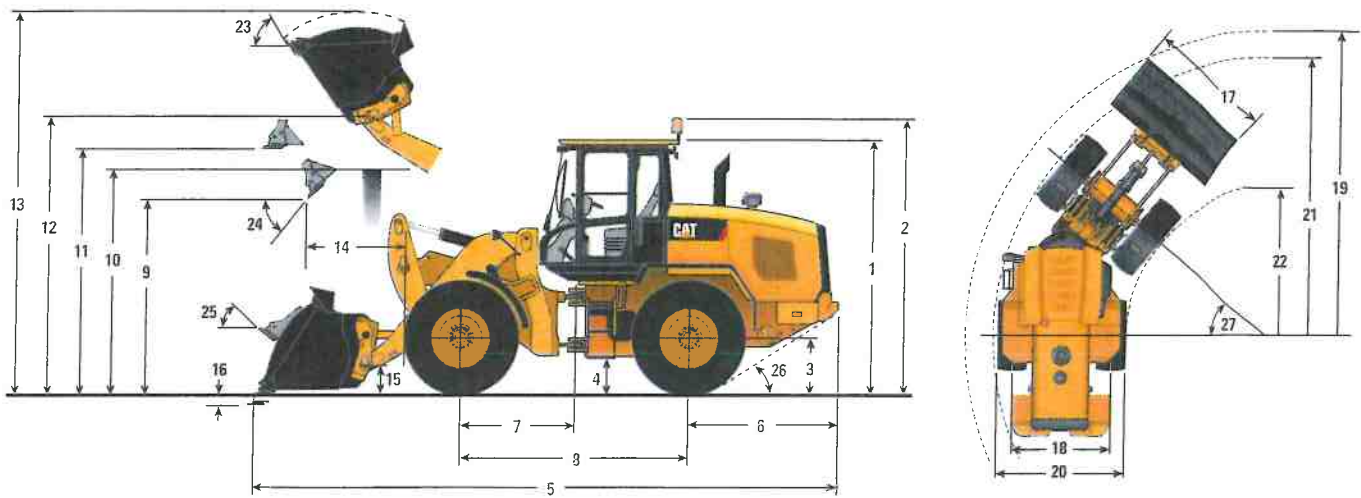
*The measurements were conducted with the cab doors and windows closed and at 70% of the maximum engine cooling fan speed. The sound level may vary at different engine cooling fan speeds.

Axles

Front	Fixed
	Locking differential (standard)
Rear	Oscillating ±11 degrees
	Open differential (standard)
	Limited slip differential (optional)

930M Wheel Loader

Dimensions and Operating Specifications (All dimensions are approximate. Dimensions vary with bucket and tire choice.)



	Standard Lift		High Lift	
** 1 Height: Ground to Cab	3340 mm	(10'11")	3340 mm	(10'11")
** 2 Height: Ground to Beacon	3669 mm	(12'0")	3669 mm	(12'0")
** 3 Height: Ground Axle Center	685 mm	(2'2")	685 mm	(2'2")
** 4 Height: Ground Clearance	397 mm	(1'3")	397 mm	(1'3")
* 5 Length: Overall	7530 mm	(24'8")	8324 mm	(27'3")
6 Length: Rear Axle to Bumper	1993 mm	(6'6")	1993 mm	(6'6")
7 Length: Hitch to Front Axle	1500 mm	(4'11")	1500 mm	(4'11")
8 Length: Wheel Base	3000 mm	(9'10")	3000 mm	(9'10")
* 9 Clearance: Bucket at 45 degrees	2828 mm	(9'3")	3421 mm	(11'2")
** 10 Clearance: Loadover Height	3331 mm	(10'11")	3540 mm	(11'7")
** 11 Clearance: Level Bucket	3580 mm	(11'8")	4173 mm	(13'8")
** 12 Height: Bucket Pin	3907 mm	(12'9")	4500 mm	(14'9")
** 13 Height: Overall	5147 mm	(16'10")	5740 mm	(18'9")
* 14 Reach: Bucket at 45 degrees	1064 mm	(3'5")	1385 mm	(4'6")
15 Carry Height: Bucket Pin	458 mm	(1'6")	692 mm	(2'3")
** 16 Dig Depth	100 mm	(3.9")	135 mm	(5.3")
17 Width: Bucket	2550 mm	(8'4")	2550 mm	(8'4")
18 Width: Tread Center	1930 mm	(6'3")	1930 mm	(6'3")
19 Turning Radius: Over Bucket	5945 mm	(19'6")	6329 mm	(20'9")
20 Width: Over Tires	2540 mm	(8'4")	2540 mm	(8'4")
21 Turning Radius: Outside of Tires	5402 mm	(17'8")	5402 mm	(17'8")
22 Turning Radius: Inside of Tires	2851 mm	(9'4")	2851 mm	(9'4")
23 Rack Angle at Full Lift	54 degrees		53 degrees	
24 Dump Angle at Full Lift	49 degrees		48 degrees	
25 Rack Angle at Carry	45 degrees		50 degrees	
26 Departure Angle	33 degrees		33 degrees	
27 Articulation Angle	40 degrees		40 degrees	
* Tipping Load – Straight (ISO 14397-1)	9946 kg	21,928 lb	7146 kg	15,755 lb
* Tipping Load – Full Turn (ISO 14397-1)	8474 kg	18,683 lb	6021 kg	13,274 lb
* Breakout	12 366 kg	27,263 lb	12 062 kg	26,592 lb
* Operating Weight	13 994 kg	30,852 lb	14 226 kg	31,363 lb

*Vary with bucket.

**Vary with tire.

Dimensions listed are for a machine configured with 2.1 m³ (2.7 yd³) general purpose Fusion™ bucket, bolt-on cutting edge, heavy counterweights, additional guarding, 80 kg (176 lb) operator and Michelin 20.5 R25 (L-3) XHA2 tires.

930M Wheel Loader

STANDARD EQUIPMENT

POWER TRAIN

- Auto idle shut down feature
- Cat C7.1 ACERT engine
 - Power modes (Standard and Performance)
 - Power by range (High Power in Range 4)
 - Turbocharged and aftercooled
 - Filtered crankcase breather
 - Diesel particulate filter
 - Selective Catalyst Reduction
- Coded start (requires secondary display)
- Coolant protection to -34° C (-29° F)
- Enclosed wet disc full hydraulic brakes
- Fuel priming pump, automatic
- Hydraulically driven demand cooling fan
- Hydrostatic transmission with electronic control
 - Operator modes (Default, TC, Hystat, and Ice)
 - Directional Shift Aggressiveness (fast, medium, slow)
 - Rimpull control, adjust wheel torque
 - Creeper control, adjust ground speed
- Parking brake, electric
- Single plane cooling package wide six fins per inch density
- Throttle lock and max speed limiter

HYDRAULICS

- Automatic lift and bucket kickouts, adjustable in-cab
- Bucket and fork modes, adjustable in-cab
- Cylinder damping at kickout and mechanical end stops
- Fine mode control (fast, medium, slow) in fork mode
- Hydraulic response setting (fast, medium, slow)
- Hydraulic diagnostic connectors and S-O-SSM ports
- Load sensing hydraulics and steering

ELECTRICAL

- Alternator, 115 amp, heavy duty
- 12V power supply in cab (2)
- Batteries, 1,000 CCA (2) 24V system, disconnect switch
- Back-up alarm
- Emergency shutdown switch
- Halogen work and roading lights, LED rear tail lights
- Product LinkTM PRO with three year subscription
- Remote jump start post
- Resettable main and critical function breakers

OPERATOR ENVIRONMENT

- 75 mm (3 in) retractable seat belt, with audible alarm and indicator
- Automatic temperature control
- External heated mirrors with lower parabolic
- Hydraulic control lockout
- Interior cab lighting, door and dome
- Interior rearview mirrors (2)
- Lunch box storage
- Radio ready speakers
- Rear window defrost, electric
- Seat-mounted electronic implement controls, adjustable
- Column mounted multi function control – lights, wipers, turn signal
- Tilt and telescopic steering wheel
- Tinted front glass
- Wet arm wiper/washer, 2-speed and intermittent, front

OTHER STANDARD EQUIPMENT

- Large-access enclosure doors with adjustable close/open force
- Parallel lift loader linkage

EU STANDARD EQUIPMENT

- Deluxe cab
- Secondary display
- Rearview camera

OPTIONAL EQUIPMENT

- Auto lube, integrated in secondary display
- Auxiliary flow, third and fourth function, adjustable through secondary display
- Beacon light, strobe
- Cab, deluxe (standard in Europe, optional in North America)
 - Electrically adjustable external heated mirrors (2)
 - Secondary display to enable features and adjust parameters
 - Sunscreen, front and rear
- Camera, rearview (standard in Europe)
- Cold start package
- Counterweight, (heavy and logger)

- Coupler, (Fusion and ISO 23727)
- Debris packages (low, medium, high)
- Fenders (extended cover and full coverage)
- Guarding (machine and operator)
- Linkage, high lift
- Lights, auxiliary, halogen or LED with engine compartment lights
- Object Detection
- Product Link ELITE with capabilities for software push, data logging, histogram and trend mapping
- Radio packages
- Ride Control System, adjustable through secondary display

- Seats
 - Deluxe seat – fully adjustable fabric air suspension seat with mid backrest and mechanical lumbar support
 - Premium seat – fully adjustable leather and fabric air suspension with high backrest and air lumbar support. Seat is heated and ventilated on bottom cushion and backrest.
- Steering
 - Dual mode and secondary
- NOTE: Not all features are available in all regions.

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at www.cat.com

AEHQ7362 (11-14)

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LARGE WHEEL LOADERS

L70H



[↗ View all images and videos](#)

 **2.4 - 8.4** yd³

 **27,556 - 34,172** lbs

 **18,680** lbs

Request Machine Information ›

- Download the L70H brochure, with all the details and specifications. (PDF, 10.4MB)
- More specifications and competitor comparison

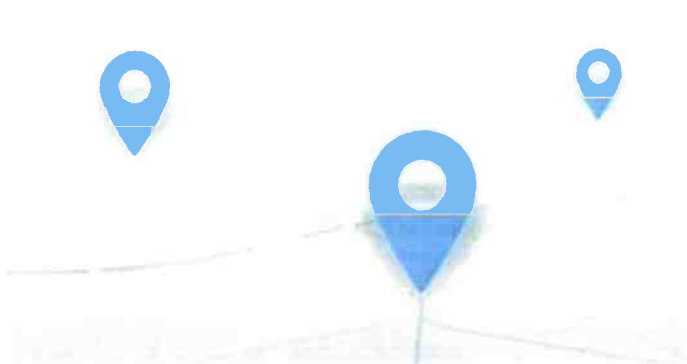
OVERVIEW	▼
SPECIFICATIONS	▼
FEATURES	▼
ATTACHMENTS	▼

WANT TO KNOW MORE



LOAD ASSIST

Optimise your load cycles with Load Assist, powered by Volvo Co-Pilot – the revolutionary in-cab display. Gain access to a set of smart apps and boost the efficiency of your operation.



CONTACT US

Here you will find multiple ways of getting in touch with us

DATE: 5/22/2023

COUNCIL ACTION FORM

AGENDA ITEM: Approve the Purchase of Snowblower for Wheel Loader

HISTORY:

The Public Works Department has a 2004 snowblower that is utilized in the winter operation. This tool assists us in blowing back large drifts and snow removal in the downtown area. It increases our efficiency in getting things done quickly and in a timely manner. Our current snowblower is 23 years old. We want to upgrade our machine with augers instead of fans. Due to the heavier, wetter snows we have been getting over the past few years, we feel this is a better fit for us in moving snow (of any kind). We plan to trade in the snowblower with the loader. Because there is a delay in equipment delivery, we hope to order the snowblower if approved, then payment and delivery will occur in FY2024.

Quotes were received from the following three vendors (see attached for additional information):

- MACQUEEN Equipment LaRue D50 Snowblower \$209,163.00 (includes delivery and training)
- Sourcewell LaRue D50 Snowblower \$210,166.00
- MACQUEEN Equipment SnoGo MP Snowblower \$238,617.00

OPTIONS:

1. Accept the quote from MACQUEEN for LaRue D50 Snowblower for \$209,163.00
2. Reject all quotes and resend new RFP's.
3. Reject all bids and do nothing at this time.

STAFF'S RECOMMENDED ACTION:

Staff recommends approving Option 1: Purchase Snowblower from MACQUEEN Equipment at the cost of \$209,163.00

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



**MACQUEEN
EQUIPMENT**

MINNESOTA

WISCONSIN

IOWA

NEBRASKA



May 2, 2023

City of Nevada
1209 6th St.
Nevada, IA 50201



We are pleased to offer for your consideration this Proposal for a Larue D50 Snowblower.

Per our discussions the proposed Larue D50 Snowblower will be equipped as follows:

- D50
- 326 hp engine configuration - Cummins® B6.7 Stage V/Tier 4 Final
- Wireless control system - Bluetooth®
- 18" telescopic chute extension
- Hydraulic tilting chute (right side)
- 3-section chute deflector - Hardox® 500
- Drum - 150 degree rotation by worm gear
- LED lights - Hood
- LED work light - Engine compartment
- Engine shutdown system - Safety bolts access door *Already includes: LED work light - Safety bolts
- Ice cutters kit for one auger
- Reverse function - Conveyor & Impeller
- Full width skid shoe - Hardox® 550
- Battery charger 1.5A
- Quick coupler – CAT Fusion

Price for the above mentioned - \$209,163.00 (includes delivery and training)

Estimated Delivery: November - December

ALL PRICES ARE SUBJECT TO CHANGE FINAL INVOICE AMOUNT WILL BE CONFIRMED AT DELIVERY

Thank you for this opportunity to submit this proposal on behalf of your equipment needs. If I can be of any further assistance, feel free to contact me at any time.

Sincerely,

Andrew M. Lee

Andrew Lee
Territory Manager
MacQueen Equipment



MINNESOTA

WISCONSIN

IOWA

NEBRASKA



May 3, 2023

City of Nevada

Per your request, a proposal has been generated based off the Sourcewell Contract #: 080818-JAL Bid for a Larue D50 Snowblower. Included below is a proposal for (1) One New 2023 Larue D50 Snowblower per the Sourcewell Contract #:

Quantity	Part Number	Description	List Price
1		D50	
1	326610	326 hp engine configuration - Cummins® B6.7 Stage V/Tier 4 Final	\$176,300.00
1	A180931	Wireless control system - Bluetooth®	\$2,100.00
1	A400003	18" telescopic chute extension	\$4,100.00
1	A400553	Hydraulic tilting chute (right side)	\$9,500.00
1	A400213	3-section chute deflector - Hardox® 500	\$6,200.00
1	A390346	Drum - 150 degree rotation by worm gear	\$4,000.00
1	A330572	LED lights - Hood	\$2,100.00
1	A070332	LED work light - Engine compartment	\$1,200.00
1	A070329	Engine shutdown system - Safety bolts access door *Already includes:	\$1,000.00
		LED work light - Safety bolts	
1	A380012	Ice cutters kit for one auger	\$1,400.00
1	A070344	Reverse function - Conveyor & Impeller	\$600.00
1	A370444	Full width skid shoe - Hardox® 550	\$900.00
1	A070206	Battery charger 1.5A	\$1,700.00
1	501193 CAT Fusion	Quick coupler	\$600.00
			\$4,200.00
		Sourcewell Contract Price	
		Sourcewell Discount 5%	\$215,900.00
		Sourcewell Contract Price after Discount	-\$10,795.00
			\$205,105.00

Items not listed on Sourcewell Contract

Quantity	Part Number	Description	Price
1	FRT	Freight	\$2,857.00
1		Pre-Delivery Inspection and Training	\$2,204.00
		Total Sourcewell Contract Price	
			\$210,166.00

ALL PRICES ARE SUBJECT TO CHANGE FINAL INVOICE AMOUNT WILL BE CONFIRMED AT DELIVERY

Thank you for the opportunity to earn the City of Nevada's business and propose the Larue D50 Snowblower for the cities needs.

Andrew Lee - Territory Manager
(515) 985-8175
andrew.lee@macqueengroup.com
MacQueen Equipment



MINNESOTA

WISCONSIN

IOWA

NEBRASKA

May 2, 2023

City of Nevada
1209 6th St.
Nevada, IA 50201

We are pleased to offer for your consideration this Proposal for a SnoGo MP Snowblower per the MINDOT state contract.

Per our discussions the proposed SnoGo MP Snowblower will be equipped as follows:

- Snogo MP Snowblower
- Joystick control for chute
- Coupler
- Ice Chippers
- Headlights
- Wireless Remote
- Carbide Shoes

Price for the above mentioned - \$238,617.00 (includes delivery and training)

Estimated Delivery: TBD

ALL PRICES ARE SUBJECT TO CHANGE FINAL INVOICE AMOUNT WILL BE CONFIRMED AT DELIVERY

Thank you for this opportunity to submit this proposal on behalf of your equipment needs. If I can be of any further assistance, feel free to contact me at any time.

Sincerely,

Andrew Lee
Territory Manager
MacQueen Equipment

City Administrators Report

May 4-18, 2023

Leadership Iowa:

I was nominated to apply for Leadership Iowa, I turned in the application on May 17th. They will review applications; I believe I find out sometime in July.

Jefferson Highway Event:

Had a meeting with Jan, Emily, Mayor and Tom to talk about the Jefferson Hwy event coming up on June 6th. This should be a fun event. Hoping to have around 20-30 people drive through.

Housing Rehab:

Met with Ryan, Mayor, Cary and Marc about creating an exterior home rehab program for residents. I am getting responses back from other communities to see what they do.

WWTF:

Lift Station: Repairs have been done in the screen room and there are two left. A pour was done last Thursday at the screen channel walls. The repairs behind the liner haven't been addressed, but will be shortly. Repairs have been started on the screen room and stairwell. The electrical panel schedule is the third week of August for underground. Alliant will move the existing transformer to this site, and run a line back to the existing plant. Phase 2 is scheduled for late October start up.

Trunk Sewer: Everything is progressing with the trunk sewer, there will be a delay due to the weather and fiber line that needs to be ran alongside the line.

Facility: Moving along, they are a little concerned about boomerang being behind schedule as they will be finishing up before boomerang is done, this was not the intent but the issues set it behind. We are working through different options because Williams brothers will have to have someone on-site until lift station is finished and wonders who will be responsible for the bill.

Due Diligence call:

Had a phone conference to review elements of our finances in order to execute bond purchase agreement. This will be on the agenda

Trails:

Meeting with HR green to provide more details so we can apply for the grant. This is a pretty competitive grant, as all are, but we will need to have somewhat of a regional tie to this.

Access Systems:

Getting our machines on the 22nd.

PPL:

Well, it came, it went. Another year down! Overall, it was a great event. The weather turned out to be beautiful and we had a good, consistent crowd. I am excited to see what next year brings. I believe as this event progresses, it will be more of a draw.

Capstone

This is on the agenda for Capstone to apply for workforce housing tax credits to convert the North Campus in to housing. Workforce housing is Market rate housing, they will need the credits in order to make this project possible. NEDC voted to support this project and will be paying half of the amount to submit.

UPDATES:

Betterment Committee:

Have group set up, will send emails out after group is confirmed with Mayor.

Cutting Edge

On agenda. Waiting for signed copy

WorkIt:

Moving dirt, agreement is signed

AK System Solution:

Reached out AK, still waiting on final letter of intent. Plan to close shortly after. 2-3 weeks

Wayfinding Signage:

Shared with Mainstreet, coming up design concepts for the sign itself.

Mainstreet Design Standards

Reviewing

Oak Park Estates

On agenda. Signed

City Technology:

Waiting to hear back from Joe

Downtown Parking:

Changing to reflect discussion points.

MONTHLY/WEEKLY STANDING MEETINGS

Mainstreet (full board)

AEDC

WW

NEDC (Exec)

PPL (Full Meeting)



STAFF MEETING AGENDA

Monday, May 1 @ 9:00 A.M

A. Old Business

- a. City Administrator
 - i. Seatbelt Policy
 - ii. Speed/Safety Cameras.
 - iii. PPL
 - iv. Downtown Parking-Working Draft
 - v. Development
 - vi. Annexation

For: May 16, 2022 Council Meeting

To: Mayor
Nevada City Council
City Administrator

From: Erin Coughlin, Library Director

**Nevada Public Library
Council Report**

- The library has been awarded a \$20,000 American Library Association Libraries Transforming Communities grant for Accessible Small and Rural Libraries. We will be hosting a community conversation with seniors and people with mobility disabilities and then implementing ideas to make the library more accessible. Our urgent and major need is a chairlift to the basement so everyone can safely access the city storm shelter and our monthly book sales that the Friends put on.
- Trustee Adam Riedell will not be continuing on the board when his term ends in June, so we are currently looking for another individual who is a strong advocate of public libraries to serve on our board. Adam served almost 3 complete terms (about 16 years) and saw the library through many important changes such as the addition, Covid, and our major staff turnover post-Covid. If you see him, please thank him for his service to the library and the community.
- The Friends of the Library purchased a skateboard/scooter rack for the library and the Streets Dept will be installing that near our bike rack in the near future.



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

Date: Thursday, May 11th, 2023

Johnathan Stone
Youth & Discipleship Ministries Coordinator
First United Methodist Church
1036 7th Street
Nevada, Iowa 50201
O: 515-382-6536
M: 515-451-4914

RE: Harold Brinkman Funeral Parking, Saturday, May 13th, 2023

Dear Johnathan:

Per our conversation this past Tuesday, May 9th, 2023, and your email dated Thursday, May 11th, 2023, you are requesting restricted parking on the west side of the 1000 blk of 7th Street. This funeral is on behalf of Harold Brinkman, a very well-known community member, and anticipate a very large turnout. During this same time period a significant community event will be setting up and taking place one block away, which will draw people to the area, taking up parking around the festivities.

The funeral is scheduled for 11:00am. Restricted parking is for the funeral hearse and family member vehicles. Closure is to start from 9:00am. The parking area will be open to the public no later than 1:30pm. You will post "Funeral Parking" signs along the curb of this restricted area, and cones in the street. These will be removed when the roadway is opened.

Your request is Approved.

While unlikely, allowances will be required to permit emergency vehicle access if necessary. If there are any questions on this please contact me.

Should you require additional equipment such as street barricades, cones, or any devices in assisting you to restrict parking you will need to contact City of Nevada Streets Superintendent Joe Mousel. There are rental fees and deposits associated with the use of City equipment. Mr. Mousel can be reached Monday-Friday between 8:00 a.m. and 3:00 p.m. by calling his office at 515-382-4813. It is your responsibility to make these arrangements with Mr. Mousel.

The City of Nevada is not liable for any injuries or other claims made by participants in your event. If you have questions or concerns, please contact the Nevada Public Safety Department.

Respectfully,

Ricardo Martinez II
Public Safety Director/Chief of Police

Cc: Jordan Cook, Nevada City Administrator
Command Staff, Nevada Public Safety Department
Joe Mousel, Nevada Streets Superintendent
Nevada City Council & Mayor



NEVADA PUBLIC SAFETY DEPARTMENT

1209 6th Street – P.O. Box 530 Nevada, Iowa 50201 Tel: 515-382-4393

Ricardo Martinez II
Public Safety Director
Chief of Police



Date: Wednesday, April 26, 2023

Nevada Patriotic Council
William F Ball American Legion Post #48th
Timothy McLaughlin
Cell: 515-291-3198
Email: tmclaugh20@hotmail.com

RE: 2023 Memorial Day Parade

Dear Timothy,

Thank you for bringing the request for the 2023 Memorial Day Parade early. Your email dated April 25th, 2023, is appreciated.

The Memorial Day Parade you are organizing will take place on Monday, May 29th, 2023. The email reports there will be a flag raising event at the Story County Administration Building. Per your email, the parade will assemble at the county Administration Building, which you stated you have received permission from the county. The parade is scheduled to begin at about 9:45am. You are requesting a police escort to lead the parade and a fire vehicle to trail.

The parade will start from the county Administration Building, north on 6th Street to Lincoln Highway, then turn west. The parade will continue to 1st Street then turns south. The parade continues to the east entrance of the Nevada Memorial Cemetery. Police escort will end at this point as the parade heads west into the cemetery.

There is no charge for the police escort requested, however, if an exigent situation occurs the police escort may not arrive on time or be required to leave before the parade has concluded; this would apply to fire vehicles as well. A copy of the notice will be sent to the Director of Fire and EMS Ray Reynolds. Director Reynolds will determine which units will participate.

The request for this event is approved.


Should you require street barricades, cones, or any device in assisting you to close the roadway these arrangements will need to be made with Nevada Street Supervisor Joe Mousel. There are rental fees and deposits associated with the use of City equipment. Mr. Mousel can be reached Monday-Friday between 8:00 a.m. and 3:00 p.m. by calling his office at 515-382-4813. It is your responsibility to make these arrangements.

The City of Nevada is not liable for any injuries or other claims made by participants in your event. You are responsible for obtaining any liability insurance necessary to protect you against claims which may be brought in connection with this.

Nevada Public Safety Department has several veterans; Officer Kellan Sydnese, Officer Nick Walleser, Director of Fire and EMS Ray Reynolds, Sgt. Chris Brandes, and Director of Public Safety Ricardo Martinez II. The Memorial Day parade has a very proud tradition which your organization upholds and is very much appreciated. The parade will be a great success as always. If you need any other assistance or have questions, please let me know.

Sincerely,


Josh Cizmadia
Police Sergeant


Ricardo Martinez II
Public Safety Director
Chief of Police

Cc: Jordan Cook, Nevada City Administrator
Command Staff, Nevada Public Safety Department
Joe Mousel, Streets Supervisor
Nevada Mayor & City Council



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



Date: May 12, 2023

Pizza-Pie Looza 5K
Micah Hayek, Treasurer
Runners United Nevada
Phone: 641.521.9828
mhayek3@gmail.com

Reference: Pizza Pie-Looza 5K

Dear Micah:

I have received your letter dated 4/26/2023 in reference to your request for the Pizza Pie-Looza 5K. This is to take place on Saturday, 5/13/2023 at 9:00am and conclude at 10:00 am. The race route starts at Billy Sunday Field (4H Grounds) and will end at the same location. You stated in your request the course will stay along the trail system and only one intersection crossing at S14 and West I Ave.

Your request is approved.


The City of Nevada is not liable for any injuries or other claims made by anyone associated with this event. You are responsible for obtaining any liability insurance necessary to protect you against any claims which may be brought in connection with this.

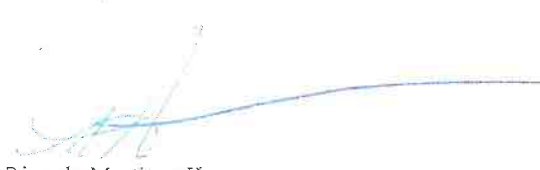
An officer will not be specifically tasked to this event. The on-duty officer will assist as time and calls for service warrant. Remember a call for service requiring the officer to respond may cause an officer not to be available or to leave during the event. The on-duty officer will have the number you've provided in the event communication is required.

Volunteers will be required to wear a city approved high visibility vest. You may provide your own or borrow vests from the Nevada Public Safety Department at no cost. The City of Nevada has barricades, cones, and other equipment which may be utilized for this event; make arrangements with Joe Mousel, City of Nevada Streets Superintendent. Mr. Mousel can be reached weekdays between 8:00 a.m. and 3:00 p.m. by calling his office at 515-382-4813. It is your responsibility to make these arrangements. Be aware there are rental and deposit fees associated with the use of city equipment.

This letter should suffice if any questions arise, however, if you would like an originally signed letter, please let me know. I am sure this event will be well received in our community.

Respectfully,


Josh Cizmadia
Police Sergeant


Ricardo Martinez II
Director of Public Safety/Chief of Police

Cc: Jordan Cook, Nevada City Administrator
Joe Mousel, Nevada Street Department
Command Staff, Nevada Public Safety Department
Mayor & City Council Members