



AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, MAY 8, 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 8, 2023

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. PUBLIC HEARING(S)
 - A. Public Hearing on Proposed Amendment to the Nevada Urban Renewal Area
 1. Public Hearing
 2. Resolution No. 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
 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

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

- 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

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.

- A. Music at the Mansion – Nevada Historical Society

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

8. NEW BUSINESS

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

- 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
- 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
- G. Resolution No. 096 (2022/2023): Resolution accepting Preliminary Plat for Oak Park Subdivision
- H. Resolution No. 097 (2022/2023): Resolution accepting Minor Subdivision for Martin's 3rd Addition
- I. Approve City of Nevada Seatbelt Policy

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

10. **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

11. 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

12. ADJOURN

The agenda was posted on the official bulletin board on May 4, 2023, in compliance with the requirements of the open meetings law.

Posted

E-Mailed



MEMO FOR
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, MAY 8, 2023 – 6:00 P.M.

4. PUBLIC HEARING(S)

- A. Public Hearing on Proposed Amendment to the Nevada Urban Renewal Area
1. Public Hearing
 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
Enclosed you shall find the affidavit for the public hearing notice, resolution and the Amendment.
 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
Enclosed you shall find the ordinance to set the district for Oak Park Estates to allow Tax Increment to be collected

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
Enclosed you shall find the pay request from Williams Brothers Construction Inc. and the engineers recommendation
- B. Approve Pay Request No. 8 for WWTF Improvements-Phase 4 from OnTrack Construction, LLC in the amount of \$850,995.62
Enclosed you shall find the pay request from OnTrack Construction, LLC and the engineers recommendation
- 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
Enclosed you shall find the pay request from Northway Corporation and the engineers recommendation

8. NEW BUSINESS

- A. Alliant Electric and Natural Gas Utility Services Relocation for Nevada WWTF Improvements Phase 3
Enclosed you shall find the engineers recommendation as well as the initial quotes from Alliant.

- 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
Enclosed you shall find the resolution and the preliminary official statement for the upcoming bonding for the Fieldhouse
- 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
Enclosed you shall find the resolution to set the date for a public hearing on the proposed development agreement with Oak Park Estates, L.C.
- 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
Enclosed you shall find the resolution to set the date for a public hearing on the proposed development agreement with Workit, LLC.
- 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
Enclosed you shall find the resolution to set the date for a public hearing on the proposed development agreement with Cutting Edge Painting, L.L.C.
- 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
Enclosed you shall find the resolution to set the date for a public hearing on the proposed development agreement with Syngenta Crop Protection LLC.
- G. Resolution No. 096 (2022/2023): A Resolution Accepting Preliminary Plat of Oak Park Subdivision, Nevada, Story County, Iowa
Enclosed you shall find the resolution and recommendation from P&Z to approve the preliminary plat for Oak Park Subdivision
- H. Resolution No. 097 (2022/2023): A Resolution Accepting Minor Subdivision for Martin's 3rd Addition, Nevada, Story County, Iowa
Enclosed you shall find the resolution and recommendation from P&Z to approve the preliminary plat for Martin's 3rd Addition Subdivision
- I. Approve City of Nevada Seatbelt Policy
Enclosed you shall find a seatbelt policy drafted to ensure the safety of staff and compliance with the motor vehicle laws of the State of Iowa.

Item # 4A2
Date: 5-8-23

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:

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 463, 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 SE1/4 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.

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

NEVADA SPECIAL CITY COUNCIL - MONDAY, APRIL 24, 2023 4:30 P.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 4:30 p.m. on Monday, April 24, 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, Steve Skaggs, Jason Sampson, Sandy Ehrig, Dane Nealson. Absent: None.

Staff Present: Erin Clanton, Jordan Cook, Kerin Wright

3. APPROVAL OF AGENDA

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

4. 4:30 p.m. - Interview of Public Safety Director Candidate – Candidate has requested a 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

At 4:32 p.m., Motion by Jason Sampson, seconded by Dane Nealson, to **approve 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.

At 5:15 p.m., Motion by Jason Sampson, seconded by Dane Nealson, to **approve Go OUT of 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.

5. 5:15 p.m. - Interview of Public Safety Director Candidate – Candidate has requested a 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

At 5:15 p.m., Motion by Jason Sampson, seconded by Brian Hanson, to **approve Go INTO CLOSED SESSION**. After due consideration and discussion the roll was called. Aye: Sampson, Hanson, Mittman, Nealson, Skaggs, Ehrig. Nay: None. The Mayor declared the motion carried.

At 6:00 p.m., Motion by Dane Nealson, seconded by Jason Sampson, to approve 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.

6. 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 of the council was taken.

7. ADJOURNMENT

There being no further business to come before the meeting, motion by Dane Nealson, seconded by Brian Hanson, to adjourn the meeting. Following voice vote, the Mayor declared the motion carried at 6:00 p.m. the meeting adjourned.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Published: _____

Council Approved: _____

NEVADA CITY COUNCIL - MONDAY, APRIL 24, 2023 6:02 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 6:02 p.m. on Monday, April 24, 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, Harold See, Tim Hansen, Ray Reynolds, Larry Stevens

Also in attendance were: Brenda Dryer, Jeremy Meyer

3. APPROVAL OF AGENDA

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

4. PUBLIC HEARING(S)**A. Copier/Lease Agreement****1. Public Hearing –**

At 6:09 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 **to authorize General Fund Equipment Acquisition Lease Agreement**.

There were **no written or oral objections** to the aforementioned recommendation. Public hearing closed at 6:09 p.m.

2. Resolution No. 088 (2022/2023): A Resolution Approving and Authorizing a General Fund Equipment Acquisition Lease Agreement with Lease Payments thereunder in the Principal Amount not to exceed \$50,000

Motion by Steve Skaggs, seconded by Barb Mittman, to **adopt Resolution No. 088 (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.

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

Motion by Jason Sampson, seconded by Sandy Ehrig, to **approve the following consent agenda items:**

- A. Approve Minutes of the Regular Meeting held on April 10, 2023
- B. Approve Payment of Cash Disbursements, including Check Numbers 79580-79652 and Electronic Numbers 1324-1333 (Inclusive) Totaling \$3,717,368.19 (See attached list)
- C. Approve Financial Reports for Month of March, 2023
- D. Approve Renewal Class "C" Retail Alcohol License, Farmhouse Catering LC, d/b/a Gatherings, 1024 6th Street, Effective April 25, 2023
- E. Approval of JEO Bridge Inspection Agreement

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

6. PUBLIC FORUM

- A. Mayor Barker Proclaimed National Library Week, April 23-29
- B. Mayor Barker Proclaimed Economic Development Week, May 8-12

7. OLD BUSINESS

- A. Resolution No. 089 (2022/2023): A Resolution Amending and Approving the Appendix to the City Code

Motion by Barb Mittman, seconded by Brian Hanson, to **adopt Resolution No. 089 (2022/2023).** 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. Approve Pay Request No. 13 for WWTF Improvements-Phase 3 from Boomerang Corp. in the amount of \$105,074.98

Motion by Sandy Ehrig, seconded by Dane Nealson, to **approve Pay Request No. 13 for WWTF Improvements-Phase 3 from Boomerang Corp. in the amount of \$105,074.98.** After due consideration and discussion the roll was called. Aye: Ehrig, Nealson, Sampson, Skaggs, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

8. NEW BUSINESS

- A. Approve Neighborhood Improvement Incentive Program in the amount of \$35,310, Flummerfelt Homes, Sunridge Estates House Demo's

Motion by Jason Sampson, seconded by Steve Skaggs, to **approve Neighborhood Improvement Incentive Program in the amount of \$35,310, Flummerfelt Homes, Sunridge Estates House Demo's.** After due consideration and discussion the roll was called. Aye: Sampson, Skaggs, Ehrig, Hanson, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

- B. Approve Renewal Class "C" Retail Alcohol License, Stohaker, d/b/a Cubbies on Main, LLC, 1220 6th Street, Effective April 1, 2023

Motion by Dane Nealson, seconded by Brian Hanson, to **approve Renewal Class "C" Retail Alcohol License, Stohaker, d/b/a Cubbies on Main, LLC, 1220 6th Street, Effective April 1, 2023.** After due consideration and discussion the roll was called. Aye: Nealson, Hanson, Mittman, Sampson, Skaggs, Ehrig. Nay: None. The Mayor declared the motion carried.

- C. Approve Eight Month Special Class "C" Retail Alcohol License, Nicole Schneider, d/b/a Nik's Topsy Trailers, 6th Street for Downtown Farmer's Market, 5/4/2023-1/4/2024

Motion by Brian Hanson, seconded by Steve Skaggs, to **approve Eight Month Special Class "C" Retail Alcohol License, Nicole Schneider, d/b/a Nik's Topsy Trailers, 6th Street for Downtown Farmer's Market, 5/4/2023-1/4/2024.** After due consideration and discussion the roll was called. Aye: Hanson, Skaggs, Ehrig, Mittman, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

- D. Discussion and Appropriate Follow up on Pizza Pie-Looza
1. Request for a waiver on the restriction of Alcohol on Lincoln Jefferson Highways Heritage Park by the Nevada Jaycees

Motion by Brian Hanson, seconded by Dane Nealson, to **approve request for a waiver on the restriction of Alcohol on Lincoln Jefferson Highways Heritage Park by the Nevada Jaycees.** After due consideration and discussion the roll was called. Aye: Hanson, Nealson, Sampson, Skaggs, Ehrig, Mittman. Nay: None. The Mayor declared the motion carried.

2. Approve 5-Day Class "C" Retail Alcohol License with Outdoor Service to Nevada Jaycees, d/b/a NEVADA JAYCEES, location 1209 6th Street, 5/11/2023-5/15/2023

Motion by Dane Nealson, seconded by Steve Skaggs, to **approve 5-Day Class "C" Retail Alcohol License with Outdoor Service to Nevada Jaycees, d/b/a NEVADA JAYCEES, location 1209 6th Street, 5/11/2023-5/15/2023.** After due consideration and discussion the roll was called. Aye: Nealson, Skaggs, Ehrig, Hanson, Mittman, Sampson. 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 Brian Hanson, seconded by Dane Nealson, to **approve to go OUT OF CLOSED SESSION.** After due consideration and discussion the roll was called. Aye: Hanson, Nealson, Sampson, Skaggs, Ehrig, 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 Dane Nealson, seconded by Brian Hanson, to adjourn the meeting. Following voice vote, the Mayor declared the motion carried at 8:16 p.m. the meeting adjourned.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Published: _____

Council Approved: _____

CITY OF NEVADA
CLAIMS REPORT FOR MAY 8, 2023
4/25/23 THRU 5/8/23

| VENDOR | REFERENCE | AMOUNT | CHECK # |
|-------------------------|----------------------------|------------|---------|
| WAGeworks | FSA 2022 PMTS | 2,251.41 | 1334 |
| ALLIANT | ALL-UTILITIES | 4,595.55 | 79653 |
| NEVADA POSTMASTER | UTILITY BILLING POSTAGE | 945.46 | 79654 |
| BOOMERANG | WWTF-PH3-PR#13 | 105,074.98 | 79655 |
| IA INSURANCE DIV | CEM,2022 ANNUAL REPORT | 211.00 | 1336 |
| EMPLOYEE BENEFIT SYST | BENEFITS PAID | 3,156.31 | 1337 |
| WELLMARK | HEALTH 5/2023 | 30,759.58 | 79656 |
| DELTA DENTAL | DENTAL 5/2023 | 3,192.36 | 79657 |
| FIDELITY SECURITY LIFE | VISION 5/2023 | 862.86 | 79658 |
| WAGeworks | FSA 2022 PMTS | 529.34 | 1344 |
| EMPLOYEE BENEFIT SYST | BENEFITS PAID | 2,265.90 | 1345 |
| TREASURER STATE OF IA | SALES TAX 4/2023 | 9,579.72 | 1342 |
| TREASURER STATE OF IA | WET 4/2023 | 11,167.61 | 1343 |
| EMPLOYEE BEN SYSTEMS | SELF FUNDING FEES | 238.00 | 1335 |
| EFTPS | FED/FICA TAX | 26,442.02 | 1338 |
| HUTTON, RYAN | HSA | 275.42 | 1339 |
| SYDNES, KELLAN | HSA | 50.00 | 1340 |
| CORNISH, DEVIN | HSA | 50.00 | 1341 |
| MISSION SQUARE | DEFERRED COMP | 1,072.50 | 79662 |
| COLLECTION SVCS CENTER | CHILD SUPPORT | 305.71 | 79663 |
| CENTRAL IA DIST | CH-FLOOR SCRUBBER | 3,412.00 | 79664 |
| FAREWAY | WWT/PD/REC/PKA-SUPPLIES | 116.21 | 79665 |
| HAWKINS | WTR-AZONE 15 | 3,694.68 | 79666 |
| ALLIANT | ALL-UTILITIES | 22,706.34 | 79667 |
| PRATT SANI | ALL-GARBAGE SVCS | 613.37 | 79668 |
| NEVADA POSTMASTER | WTR/WWT-PERMIT#2 1ST CLASS | 290.00 | 79669 |
| CAPITAL SANI SUPPLY | PKM-SUPPLIES | 1,061.92 | 79670 |
| COMPUTER RES SPEC | LIB-IT SVCS | 1,282.50 | 79671 |
| ARNOLD MOTOR SUPPLY | WWT/STS-SUPPLIES | 84.64 | 79672 |
| IA ONE CALL | WTR/WWT-ONE CALL | 218.20 | 79673 |
| HACH | WTR-CHEMICALS | 1,093.31 | 79674 |
| IA STATE READY MIX | WWT-CONCRETE | 2,596.00 | 79675 |
| HOKEL | WWT/PKM-RPR | 112.44 | 79676 |
| JERICO SERVICES INC | STS-CHLORIDE | 720.00 | 79677 |
| NEVADA COMM SCHOOL | ALL-FUEL | 4,583.63 | 79678 |
| DORSEY & WHITNEY | ED-TIF AGREEMENTS | 19,525.00 | 79679 |
| ZIEGLER | STS-GRADER RPR | 5,776.91 | 79680 |
| DMACC | EMS-SMITH EMT CLASSES | 1,138.00 | 79681 |
| NEWSOME PLMBG | CH-FLUSH VALVES | 170.00 | 79682 |
| INT ASSOC OF FIRE CHIEF | FD-MELTON MEMB | 122.50 | 79683 |
| HYVEE | PD-INTERVIEWS | 70.38 | 79684 |
| HR GREEN | ENGINEERING | 5,080.79 | 79685 |
| PARAGON | 4PLEX-POPCORN MACHINE | 564.00 | 79686 |
| GRIMES ASPHALT | STS-ASPHALT | 985.50 | 79687 |
| JAX OUTDOOR GEAR | REC-BB BABSEBALLS/SCRBOOKS | 2,097.50 | 79688 |
| SIGLER | NEWSLETTERS | 1,605.34 | 79689 |
| JETCO, INC. | WTR-ELEC RPR | 1,201.25 | 79690 |
| TITAN MACHINERY | STS-RETAINER SPRINGS/PINS | 317.88 | 79691 |
| NEVADA SENIORS | WTR/WWT-UTILITY BILLS | 225.00 | 79692 |
| PEPSI | 4PLX-CONCESSIONS | 334.04 | 79693 |

| | | | |
|-------------------------------|------------------------------|-------------------|-------|
| MOUSEL, ERIN | ADM MILEAGE REIMB | 146.72 | 79694 |
| WRIGHT, KERIN | ADM-MILEAGE REIMB | 129.68 | 79695 |
| DIVISION OF LABOR-ELEV SAFTEY | CH-ELEV INSP | 175.00 | 79696 |
| IOWA UTILITY ASSOC | WTR/WWT-COOK CONF REG | 90.00 | 79697 |
| BUSINESS FURN WRHSE | CA-CHAIR | 582.00 | 79698 |
| BOBCAT OF AMES | STS-BIT/RENTAL | 509.00 | 79699 |
| MARTIN BROS DIST CO | 4PLX-CONCESSIONS | 952.81 | 79700 |
| STORY CO RECORDER | PZ-MARTIN ALLEY | 142.00 | 79701 |
| JEFFERSON HAY ASSOC | MYR-DUES | 35.00 | 79702 |
| MENARDS | FD/PKM-SUPPLIES | 186.98 | 79703 |
| BLACKBIRD | STS-LAMINATED SWR MAP | 30.18 | 79704 |
| SALTECH SYSTEMS | CA-WEB HOSTING | 59.95 | 79705 |
| WINSUPPLY | PKM-COND PUMP | 45.00 | 79706 |
| COUGHLIN, ERIN | LIB-PROGRAMMING | 19.78 | 79707 |
| FIRSTNET | PD-CAR COMPUTERS | 412.70 | 79708 |
| MADISON NAT LIFE INS | ALL-LIFE INSURANCE | 429.21 | 79709 |
| RANGEMASTERS | FD-BELT | 21.59 | 79710 |
| AMAZON | ALL-SUPPLIES | 2,037.88 | 79711 |
| MACVEY, NICOLE | LIB-REIMB PROGRAM SUPPLIES | 21.64 | 79712 |
| FLUMMERFELT HOMES | NIIP-SUNRISE#3 | 35,310.00 | 79713 |
| DAKOTA SUPPLY | WTR-FLAGS/PAINT | 183.65 | 79714 |
| GENESIS GRAPHICS | LIB-STORY WALK BACKER SHEETS | 256.60 | 79715 |
| | Accounts Payable Total | 326,602.43 | |
| | Payroll Checks | 80,503.18 | |
| | ***** REPORT TOTAL ***** | <u>407,105.61</u> | |
| | GENERAL | 156,793.01 | |
| | ROAD USE TAX | 24,911.19 | |
| | LOCAL OPTION SALES TAX | 6,082.73 | |
| | LIBRARY TRUST | 310.12 | |
| | NORTH STORY BASEBALL | 2,097.50 | |
| | 2021 STS 11TH/S14 | 116.00 | |
| | WATER | 31,062.64 | |
| | JORDAN WELL | 4,964.79 | |
| | SEWER | 35,762.85 | |
| | SEWER CAP IMP PROJECT | 105,074.98 | |
| | LANDFILL/GARBAGE | 53.76 | |
| | STORM WATER | 74.90 | |
| | REVOLVING FUND | 838.60 | |
| | FLEX BENEFIT REVOLVING | 2,780.75 | |
| | HEALTH INS, SELF FUND | <u>36,181.79</u> | |
| | TOTAL FUNDS | <u>407,105.61</u> | |

FIRST INTERSTATE PURCHASING "P" CARD TRANSACTIONS PRESENTED AT COUNCIL MEETING 04/8/2023 W/CLAIMS

| Tran Date | Merchant Name | Description | Amount | Invoice # | ACCOUNT |
|-----------|------------------------------------|---------------------------------|-----------------|------------|--------------|
| 4/17/2023 | Playsetparts.com | PKM, repairs | 197.98 | 66649 | 810-431-6729 |
| 3/29/2023 | IA Cultural Affairs | Historic Preservation, training | 100.00 | 15068186 | 121-491-6230 |
| 4/1/2023 | GoDaddy | Website/Emails | 16.98 | 2524423802 | 121-613-6431 |
| 3/30/2023 | Menards | ADM, Standing desk | 48.08 | 41856850 | 001-620-6599 |
| 4/12/2023 | IA League of Cities | PZ, Nuisance Abatement Conf | 75.00 | 6c4ea | 001-540-6420 |
| 4/12/2023 | Sangoma US Inc | Water Plant | 25.13 | 611513 | 600-811-6373 |
| | | Wastewater Pl | 25.13 | | 610-816-6373 |
| | | Library | 25.12 | | 001-410-6373 |
| | | Fire Dept | 25.12 | | 001-150-6373 |
| | | Police Dept | 25.12 | | 001-110-6373 |
| | | ST Dept | 25.12 | | 110-210-6373 |
| | | City Hall | 25.13 | | 001-620-6373 |
| | | Cemetery | 25.12 | | 001-450-6373 |
| | | Parks Mnt | 25.12 | | 001-431-6373 |
| 4/17/2023 | Twilio Inc | ADM, website | 11.28 | 42023 | 121-613-6431 |
| 4/18/2023 | Kirkwood | WTR, training Starbuck | 525.00 | 553989 | 600-811-6240 |
| 4/18/2023 | DMAcc | WWT, training Cornish | 890.00 | 5281138262 | 610-816-6240 |
| 4/19/2023 | Zoom | ADM, website | 70.38 | 198369831 | 121-613-6431 |
| 4/19/2023 | Kirkwood | WWT, training See | 515.00 | 554046 | 610-816-6240 |
| 3/31/2023 | Graduate Iowa, Iowa City | CA, Conference | 93.03 | | 600-814-6240 |
| | | CA, Conference | 93.04 | | 610-818-6240 |
| 4/18/2023 | Marriott Marquis Hotel, Washington | CA, Washington trip Barker | 439.45 | M11201 | 600-814-6240 |
| 4/18/2023 | Marriott Marquis Hotel, Washington | CA, Washington trip Cook | 439.45 | M11202 | 610-814-6240 |
| | | CA, Washington trip Cook | 439.45 | | 600-814-6240 |
| 4/20/2023 | Des Moines Airport | CA, WA DC trip, car | 24.00 | | 610-814-6240 |
| 4/14/2023 | Bricktown Bakery | LIB, Volunteer training | 56.50 | 29790 | 610-814-6240 |
| 4/20/2023 | UPS Store | PD, shipping | 186.72 | | 001-410- |
| | | | | 20024135 | 001-110-6508 |
| | | | 4,886.90 | | |

POSTING & PAYMENT DATE:

May 19, 2023

City Administrator

I:\Office\Finance\AccountsPayable\Vendors\GreatWesternPurchaseCards>All

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.

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 | 4,158,558 | 0 | 4,158,558 |
| Less: Uncollected Delinquent Taxes - Levy Year | 2 | 0 | 0 | 0 |
| Net Current Property Tax | 3 | 4,158,558 | 0 | 4,158,558 |
| Delinquent Property Tax Revenue | 4 | 0 | 0 | 0 |
| TIF Revenues | 5 | 563,561 | 0 | 563,561 |
| Other City Taxes | 6 | 1,047,912 | 0 | 1,047,912 |
| Licenses & Permits | 7 | 110,300 | 0 | 110,300 |
| Use of Money & Property | 8 | 87,815 | 100,000 | 187,815 |
| Intergovernmental | 9 | 1,515,765 | 206,000 | 1,721,765 |
| Charges for Service | 10 | 5,268,789 | 0 | 5,268,789 |
| Special Assessments | 11 | 0 | 0 | 0 |
| Miscellaneous | 12 | 1,780,620 | 6,600 | 1,787,220 |
| Other Financing Sources | 13 | 36,917,000 | 43,000 | 36,960,000 |
| Transfers In | 14 | 4,525,894 | 70,000 | 4,595,894 |
| Total Revenues & Other Sources | 15 | 55,976,214 | 425,600 | 56,401,814 |
| EXPENDITURES & OTHER FINANCING USES | | | | |
| Public Safety | 16 | 1,734,519 | 196,000 | 1,930,519 |
| Public Works | 17 | 967,094 | 70,000 | 1,037,094 |
| Health and Social Services | 18 | 53,000 | 0 | 53,000 |
| Culture and Recreation | 19 | 2,070,796 | 64,500 | 2,135,296 |
| Community and Economic Development | 20 | 804,544 | 218,000 | 1,022,544 |
| General Government | 21 | 867,923 | 96,000 | 963,923 |
| Debt Service | 22 | 1,781,163 | 0 | 1,781,163 |
| Capital Projects | 23 | 7,270,000 | 3,000,000 | 10,270,000 |
| Total Government Activities Expenditures | 24 | 15,549,039 | 3,644,500 | 19,193,539 |
| Business Type/Enterprise | 25 | 37,274,559 | 362,000 | 37,636,559 |
| Total Gov Activities & Business Expenditures | 26 | 52,823,598 | 4,006,500 | 56,830,098 |
| Transfers Out | 27 | 4,525,894 | 70,000 | 4,595,894 |
| Total Expenditures/Transfers Out | 28 | 57,349,492 | 4,076,500 | 61,425,992 |
| Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out | 29 | -1,373,278 | -3,650,900 | -5,024,178 |
| Beginning Fund Balance July 1, 2022 | 30 | 27,662,699 | 0 | 27,662,699 |
| Ending Fund Balance June 30, 2023 | 31 | 26,289,421 | -3,650,900 | 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.

| | 10 P'S | 20 PW | 30 HltHt/SS | 40 Cult/Rec | 50 Comm/ED | 60 Gen Gvt | 70 DS | 80 Cap Proj | 90 Prop | 95 Transf |
|---|------------|-----------|-------------|-------------|------------|------------|-------|--------------|------------|-----------|
| PD, Salary/Benefit -officer, 2% incr, promotions | | | | | | | | | | |
| PD, unanticipated Software costs/licenses, issues w/RMS, Watchguard, car comp | 70,000.00 | | | | | | | | | |
| PD, Property Insurance increase | 20,000.00 | | | | | | | | | |
| LIB, Property Insurance increase | 10,000.00 | | | | | | | | | |
| PKA- Property Insurance increase | | | | | | | | | | |
| PKA-IT, services | | | | 1,400.00 | | | | | | |
| POL, Increase in seasonal staff | | | | 2,500.00 | | | | | | |
| POL, Chemicals, increased cost | | | | 3,500.00 | | | | | | |
| REC, Senior Thanksgiving, Served additional families with donations received | | | | 10,000.00 | | | | | | |
| SC, Internet connected | | - | | 10,000.00 | | | | | | |
| PZ, Settlement | | | | 2,300.00 | | | | | | |
| PZ, Nuisances (102 K/NILP) | | | | 1,100.00 | | | | | | |
| Audit (paid for 2 yrs in same FY) | | | | 28,000.00 | | | | | | |
| Legal, Code changes/Development Agreements | | | | 40,000.00 | | | | | | |
| ADM, Property/Liability Insurance increase | | | | | | 31,000.00 | | | | |
| STS, Equipmnet Repair-increased costs to repair/service equipment/vehicles | | | | | | 30,000.00 | | | | |
| STS, Equip Revolving revised (skidloader) | | 20,000.00 | | | | 20,000.00 | | | | |
| PKS, Tree Grant | | 50,000.00 | | | | | | | | |
| ADM, Newsletter/Website (Agenda center, incr costs) | | | | | | | | | | |
| FH, Transfer budgeted dollars to the project account | | | | | | 15,000.00 | | | | |
| ED, MicroEnterprise & Catalyst Grants (pass through) | | | | | | | | | | |
| LIB, Grant-Summer Reading Program | | | | | 150,000.00 | | | | | |
| POL, Chairs | | | | 4,300.00 | | | | | | |
| LIB, Cameras paid through here as well | | | | 1,300.00 | | | | | | |
| Project - Fieldhouse, additional contractor payments before end of FY | | | | 5,500.00 | | | | | | |
| WTR, Maintenance/repairs were up | | | | | | | | 3,000,000.00 | | |
| WTR, Property insurance increase | | | | | | | | | 20,000.00 | |
| WTR, Chemicals, increased cost | | | | | | | | | 7,000.00 | |
| WTR, Meters - Flumerfelt | | | | | | | | | 20,000.00 | |
| WWTF, Principal and interest payments on SRF Loans for WWTF Project | | | | | | | | | 15,000.00 | |
| PD, Vehicle and speed trailer ordered last FY22-received in FY23 | 76,000.00 | | | | | | | | 300,000.00 | |
| FD, Grants: Training simulator/gear | 20,000.00 | | | | | | | | | |
| LIB, Grant-Cameras/Story Walk | | | | 22,000.00 | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | 196,000.00 | 70,000.00 | - | 64,500.00 | 218,000.00 | 96,000.00 | - | 3,000,000.00 | 362,000.00 | 70,000.00 |

4,076,500.00

| Revenues | 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 95 |
|---|-----------|----|----|-----------|------------|------------|----|-----------|-----------|----|
| 001-410-4470 LIB, County contribution more than budgeted | | | | | | | | | | |
| 001-443-4705 REC, Thanksgivng donations | | | | 6,000.00 | | | | | | |
| 121-431-4412 PKS, Tree Grant | | | | 2,300.00 | | | | | | |
| 160-520-4408 ED, MicroEnterprise Grants & Catalyst (pass through) | | | | 8,000.00 | | | | | | |
| 169-411-4705 LIB, Grant-Summer Reading Program | | | | | 150,000.00 | | | | | |
| 810-150-4411 FD, Grants received | | | | 4,300.00 | | | | | | |
| 810-410-4440 LIB, Grants-Cameras/Story Walk | 20,000.00 | | | | | | | | | |
| 001-950-4900 PZ, Sale of Property (102 K Ave) | | | | 22,000.00 | | | | | | |
| 001-950-4300 Interest Earned | | | | | 43,000.00 | | | | | |
| 304-950-4830 FH, transfer in | | | | | | 100,000.00 | | | | |
| | 20,000.00 | - | - | 42,600.00 | 193,000.00 | 100,000.00 | - | 70,000.00 | 70,000.00 | - |

425,600.00

For: May 7, 2023 Council Meeting

To: Mayor
Nevada City Council
City Administrator

From: Erin Coughlin, Library Director

**Nevada Public Library
Council Memo**

Attached you will find a new job description for Assistant Youth Librarian. This position is a revision of Nicole MacVey's current position as Associate Librarian. In July, she will be starting full-time and will take on more youth services duties to help our current Youth Services Librarian, Dylan Davison. The Trustees of the Nevada Public Library approved this job description on April 17, 2023. Minutes of the April meeting follow below.

LIBRARY BOARD OF TRUSTEES MONDAY, APRIL 17, 2023, 5:00 P.M.

Vice-Chairperson Theresa Presley presided and convened the regular meeting of Nevada Library Board of Trustees on Monday, April 17, 2023 at 5:00 p.m. at the Nevada Public Library, 631 K Avenue, Nevada, Iowa. The agenda was posted on the official bulletin board in compliance with the open-meeting law.

The roll was called indicating that the following named Trustees were present and absent. Present: Priscilla Gammon, Lynn Lathrop, Tim McLaughlin, Theresa Presley, Adam Riedell, and James Woodard. Absent: Allison Severson.

Others in attendance were Library Director Erin Coughlin, Nicole MacVey, and Donna Mosinski.

Motion by Board Member Tim McLaughlin, seconded by Board Member Lynn Lathrop, to approve the agenda as posted. The roll being called, the following named members voted. Ayes: McLaughlin, Lathrop, Presley, Riedell, Woodard, and Gammon. Nays: None. Vice-Chairperson Theresa Presley declared the motion carried.

There was no one present who wished to address the Board at this time.

Motion by Board Member Tim McLaughlin, seconded by Board Member Priscilla Gammon, to approve the following consent agenda items as submitted:

- (1) Approve **minutes** of the March 20, 2023 regular meeting
- (2) Approve April 2023 **claims** totaling \$8,572.35 (see attached list)

(3) Accept and place on file the Director's **memo** dated April 13, 2023

(4) Accept and place on file March 2023 financial report

The roll being called, the following named board members voted. Ayes: McLaughlin, Gammon, Lathrop, Presley, Riedell, and Woodard. Nays: None. Vice-Chairperson Theresa Presley declared the motion carried.

Nicole MacVey presented the book repair process using the CoverOne Machine.

Motion by Board Member Adam Riedell, seconded by Board Member Tim McLaughlin, to approve the Assistant Youth Librarian Job Description. The roll being called, the following named members voted. Ayes: Riedell, McLaughlin, Presley, Woodard, Gammon, and Lathrop. Nays: None. Vice-Chairperson Theresa Presley declared the motion carried.

Motion by Board Member Adam Riedell, seconded by Board Member Tim McLaughlin, to approve the Security Camera Policy. The roll being called, the following named members voted. Ayes: Riedell, McLaughlin, Presley, Woodard, Gammon, and Lathrop. Nays: None. Vice-Chairperson Theresa Presley declared the motion carried.

The board discussed the Tornado Shelter Policy. Erin will ask Animal Control for input about animals in the shelter.

Adam Riedell left at 5:33 p.m.

For Continuing Education, Erin reviewed 1st and 2nd Amendment Auditors. There was 11 minutes of discussion.

Library Director Erin Coughlin reported on:

- The Enrich Iowa Agreement will be on the next agenda for approval.
- The probate records will be moving to the City Hall basement.
- The library received a grant for an AED.
- Brittany was accepted into the University of Iowa's School of Library Science Grad program.

The next meeting will be held at 5:00 p.m. Monday, May 15, 2023.

There being no further business to come before the Board, it was moved by Board Member Tim McLaughlin, seconded by Board Member Lynn Lathrop, to adjourn the meeting. The roll being called, the following board members voted. Ayes: McLaughlin, Lathrop, Presley, Woodard, and Gammon. Nays: None. Vice-Chairperson Theresa Presley declared the motion carried. At 5:55 p.m. she adjourned the meeting.

ATTEST:

Priscilla Gammon, Secretary

Theresa Presley, Vice-Chairperson



Position Description
ASSISTANT YOUTH LIBRARIAN

Department: Library

Reports To: Library Director

FLSA: Non-exempt

Purpose of Position

Under direct supervision of the Youth Librarian and the Library Director provides library services that promote enjoyment of reading for youth, parents, and teachers. Provides youth programming. Works to improve the quality of the general collection and particularly the young adult and juvenile departments. Performs related duties as required.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Responsible for programming for community youth age 12-18 and school groups under the direction of the Youth Librarian; assists Youth Librarian with children's programming.
- Reader advisory to young people, parents, and teachers in the community.
- Reads book reviews; purchases young adult books and other materials; recommends purchase of materials relating to other library departments.
- Creates displays within the teen area.
- Selects, manages and weeds materials in the young adult collection.
- Attends State and regional conferences and workshops to increase knowledge of library operations, specifically youth operations.
- Provides patron assistance for circulation; assists patrons with reference requests.
- Schedules and coordinates middle school and high school class visits.
- Recruits and trains volunteers for youth activities.
- Oversees student clerks, monitors their performance, and reports any significant problems to the Assistant Director or Director.

Additional Tasks and Responsibilities

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.

- Sorts mail; assists with processing new materials.
- Meets and greets the public in person and on the phone.
- Performs miscellaneous clerical duties as necessary.
- Other duties as apparent or assigned.

Minimum Education or Experience Required

Two to three years related experience and/or training, or bachelor's degree from a four-year college or university; or equivalent combination of education and experience.

Preferred Education or Experience Required

Four to five years related experience and/or training, or bachelor's degree from a four-year college or university and one to two years related experience and/or training; or equivalent combination of education and experience. Bachelor's degree, preferably in a field relating to library operations, children's literature, and/or child development. At least one year of related experience in public library operation, specifically relating to youth programs or equivalent. Work toward a Master of Library Science.

Other Requirements – Certificates/Licensures

- Attends and completes training to meet State Library of Iowa Youth Services Endorsement.

Knowledge, Skills, Abilities

- Knowledge of young adult literature and reading development; knowledge relating to child psychology.
- Ability to establish and maintain proper working relationships with superiors, co-workers and the public; ability to work with young adults and children.
- Ability to solve a wide range of intellectual and practical problems; ability to understand non-verbal symbolism and to comprehend the most abstract concepts.
- Ability to perform arithmetic calculations involving fractions, decimals and percentages.
- Ability to compose original correspondence; ability to interview, counsel or advise people; ability to evaluate technical data.
- Knowledge of public library operations including the Dewey Decimal System.
- Knowledge of personal and network computer operations. Proficient user of Microsoft Office programs, internet browsers, and familiarity with mobile devices.
- Ability to maintain confidential information.
- Knowledge and understanding of reference tools, research skills, general literature and basic library principles, procedures, technology, goals and philosophy of services.
- Knowledge of English grammar, spelling and composition.
- Ability to pass drug screening.
- Ability to reliably and predictably carry out duties.

Equipment and Materials Used

Circulation/catalog computer software, network computers, database software, spreadsheets, and word processing software, calculator, microfilm reader/printer, typewriter, photocopier, fax machine, telephone, variety of library and commercial software programs including Windows and Mac operating systems, CD-ROM equipment and software, and the internet.

Supervision

None.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee is frequently required to sit; use hands to finger, handle, or feel, and reach with hands and arms. The employee is occasionally required to stand; walk and stoop, kneel, crouch, or crawl. The employee must

regularly lift and/or move up to 10 pounds and occasionally up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, depth perception, and ability to adjust focus.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate. Duties are generally performed in an office setting with a controlled environment. The job requires sitting for extended periods of time, and the work may expose the employee to unpleasant social situations and significant workplace pressure. Position may involve evening and weekend workhours.

The City of Nevada is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act as Amended, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

I have read and understand the duties of this job description and, by signing below, I agree that I can perform the duties of this position with or without reasonable accommodation.

Employee

Date

Library Director

Date

Library Board of Trustees, Chairperson

Date

NON UNION PAY RANGES FOR FY22, FY23, FY24

EXHIBIT "A"

| POSITION | FY2021/2022 | Min Range | Max Range |
|---|-------------|-----------|-----------|
| City Administrator | | 54.13 | 72.20 |
| Public Safety Director/Police Chief | | 42.50 | 56.57 |
| Public Works Director, Police Chief (only) | | 39.54 | 52.73 |
| Finance Director/City Clerk | | 37.12 | 49.51 |
| Fire Chief, Lieutenant | | 35.34 | 47.03 |
| Park and Recreation Director | | 33.11 | 44.16 |
| Library Director | | 30.77 | 44.16 |
| Sergeant | | 31.24 | 41.58 |
| Street Supervisor, Wastewater Supervisor, Water Supervisor | | 30.31 | 40.42 |
| Building & Zoning Official | | 27.66 | 36.89 |
| Deputy City Clerk, Asst Parks & Rec Director, Asst Library Director | | 25.44 | 33.92 |
| Accountant, Youth Librarian, Police Clerk II | | 21.14 | 28.19 |
| Community Service Officer, Utility Clerk, Development & Communications Specialist, Program Asst, Assoc Librarian II, Police Clerk I | | 19.99 | 26.66 |
| Assoc Librarian I | | 16.13 | 21.52 |
| Office Clerk-Part Time | | 12.27 | 16.37 |

*Council approved
6/27/2022, Reso 095 (21/22)

NEW RANGES FOR
NON-UNION
w/PROPOSED 2% INCREASE

| POSITION | FY2022/2023 | 1% Incr | Min Range | Max Range | ### |
|---|-------------|---------|-----------|-----------|-----|
| City Administrator | | | 54.67 | 72.92 | |
| Public Safety Director/Police Chief | | | 42.93 | 57.14 | |
| Public Works Director, Police Chief (only) | | | 39.94 | 53.26 | |
| Finance Director/City Clerk | | | 37.49 | 50.01 | |
| Fire Chief, Lieutenant | | | 35.69 | 47.50 | |
| Park and Recreation Director | | | 33.44 | 44.60 | |
| Library Director | | | 31.08 | 44.60 | |
| Sergeant | | | 31.55 | 42.00 | |
| Street Supervisor, Wastewater Supervisor, Water Supervisor | | | 30.61 | 40.82 | |
| Building & Zoning Official | | | 27.94 | 37.26 | |
| Deputy City Clerk, Asst Parks & Rec Director, Asst Library Director | | | 25.69 | 34.26 | |
| Accountant, Youth Librarian, Police Clerk II | | | 21.35 | 28.47 | |
| Community Service Officer, Utility Clerk, Development & Communications Specialist, Program Asst, Assoc Librarian II, Police Clerk I | | | 20.19 | 26.93 | |
| Assoc Librarian I | | | 16.29 | 21.74 | |
| Office Clerk-Part Time | | | 12.39 | 16.53 | |

| ### | Min Range | Max Range |
|-----|-----------|-----------|
| | 55.75 | 74.37 |
| | 43.78 | 58.27 |
| | 40.73 | 54.31 |
| | 38.23 | 51.00 |
| | 36.40 | 48.44 |
| | 34.10 | 45.48 |
| | 31.69 | 45.48 |
| | 32.18 | 42.83 |
| | 31.22 | 41.63 |
| | 28.49 | 38.00 |
| | 26.20 | 34.94 |
| | 21.77 | 29.04 |
| | 20.59 | 27.46 |
| | 16.61 | 22.17 |
| | 12.64 | 16.86 |

| POSITION | FY2023/2024 | 1% Incr | Min Range | Max Range | ### |
|--|-------------|---------|-----------|-----------|-----|
| City Administrator | | | 55.22 | 73.65 | |
| Public Safety Director/Police Chief | | | 43.35 | 57.71 | |
| Public Works Director, Police Chief (only) | | | 40.33 | 53.79 | |
| Finance Director/City Clerk | | | 37.87 | 50.51 | |
| Fire Chief, Lieutenant | | | 36.05 | 47.98 | |
| Park and Recreation Director | | | 33.78 | 45.05 | |
| Library Director | | | 31.39 | 45.05 | |
| Sergeant | | | 31.87 | 42.42 | |
| Street Supervisor, Wastewater Supervisor, Water Supervisor | | | 30.92 | 41.23 | |
| Building & Zoning Official | | | 28.22 | 37.63 | |
| Deputy City Clerk, Asst Parks & Rec Director, Asst Library Director | | | 25.95 | 34.60 | |
| Accountant, Youth Librarian, Police Clerk II | | | 21.56 | 28.76 | |
| Comm Service Officer, Utility Clerk, Dev & Comm Specialist, Program Asst, Assoc Librarian II, Police Clerk I, Asst Youth Librarian | | | 20.39 | 27.20 | |
| Assoc Librarian I | | | 16.45 | 21.95 | |
| Office Clerk-Part Time | | | 12.52 | 16.70 | |

| Min Range | Max Range |
|-----------|-----------|
| 56.31 | 75.11 |
| 44.21 | 58.85 |
| 41.13 | 54.86 |
| 38.62 | 51.51 |
| 36.76 | 48.93 |
| 34.44 | 45.94 |
| 31.39 | 45.05 |
| 32.50 | 43.26 |
| 31.53 | 42.05 |
| 28.77 | 38.38 |
| 26.47 | 35.29 |
| 21.99 | 29.33 |
| 20.80 | 27.73 |
| 16.78 | 22.39 |
| 12.76 | 17.03 |



Nevada Community Historical Society
624 J Ave.
Nevada, IA 50201
April 27, 2023

Item # 6A
Date: 5-8-23

Nevada City Council
Nevada City Hall
1209 6th St.
Nevada, Iowa 50201

Nevada City Council members, Chief Martinez, Chief Reynolds, Mayor Barker:

The Nevada Community Historical Society is excited to invite you to the 2nd Annual *Music at the Mansion* at Briggs' Terrace/Evergreen Lane, 1204 H Ave. on June 3, 2023, to enjoy an afternoon and evening of music, food, friends and family fun!

We want to welcome the community to this beautiful green space and invite the community to use the property as a place to bring their children or gather as families anytime the grounds are open. The grounds are open daily from sunup to sundown for their enjoyment.

We want to show off the renovations that have taken place inside the Evergreen Lane home, to share the next steps we will be taking to improve this historic home, and to make the community aware of the property as a facility for events.

As is our mission, we want to continue to educate the people of Nevada about the rich history that is available in our town, how that enhances our lives, and how it makes Nevada a special place to live.

Music at the Mansion is a free event for the community. There will be an opportunity for people to make free will donations. Music will begin at 4:00 pm provided by Ryne Doughty until 6:00. From 6:00 to 6:30, the properties will be open for tours. At 6:30, "Dirty Rotten Scoundrels" will provide music to entertain until 9:00 pm. Food vendors will be available, but it is also fine for families to bring picnics and lawn chairs to enjoy the entertainment.

We are anticipating around 200-300 people in attendance. With this in mind we would like to share our event plan with you and encourage your suggestions to make this a fun and safe event for our community.

- The north boundary of the property will be defined with flags. Slowing foot traffic onto H Ave. The main entrance on H Ave. will be closed to traffic, but it will be available as an emergency exit.
- We have contacted the Lutheran church and will be able to use their parking lot.
- Handicapped parking will be available on the west edge of east driveway.
- At this time we are planning on having one winery come as one of our vendors. They will be located on the west side of the main drive. They will be selling bottles of wine for visitors to drink while they are on the property.
- All of our vendors will be licensed and inspected by the fire chief, hopefully prior to that day.

We are requesting from the City of Nevada permission to change the parking allowances on the following streets:

- to allow parking on the north side of H Avenue from 10th Street to 14th Street.
- to allow parking on only the west side of 11th St. from F Ave. to H Ave.
- parking on only the west side of 11th St., 12th St., and 13th St. from H Ave. to J Ave. and on only the south side of G Place, G Ave. to allow emergency vehicles to pass through if needed.

Prior to the event we will contact the residents living on the properties that directly touch the Evergreen Lane property as well as the first 2-3 houses closest to the property on G Ave., G Place, 11th, 12th, and 13th Street notifying them of our event and that bands will be playing from 4:00-9:00 pm.

We have provided you with a map which shows you where the bands will be located, where the food, and wine vendors will be, and where our craft vendors will be located.

We are excited to be able to provide this kind of event for the City of Nevada for a second year. We are excited about the businesses that are willing to partner with us and look forward to increasing the number of partnerships with other organizations in Nevada.

Sincerely,

The Nevada Community Historical Society "Music at the Mansion" committee:

Cindy Grismore
Deb Locker
Marlys Brehm

Please join us for an afternoon and evening of
Music, Food, Family Fun, and Friends

NEVADA COMMUNITY
HISTORICAL SOCIETY
presents

Music at the Mansion

DIRTY ROTTEN
SCOUNDRELS

Ryne Doughty

June 3
4pm - 9pm

Evergreen Lane/Briggs Terrace
1204 H Ave. Nevada, IA



Food will be provided by Story County Cattlemen, Chocolaterie Stam, Sweet and Savory, Kona Ice, Donut NV, And The Cellar at White Oak.

- ◆ Guests are encouraged to bring lawn chairs.
- ◆ No hard liquor
- ◆ Specialty Vendors will be selling art and home decor

Property Map: 1204 H Ave.

Music at the Mansion

June 3, 2023 4:00-9:00 pm





▶ 5525 Maile Hay Road | Suite 200
Johnston, IA 50131
Main: 515.278.2812 ~ Fax: 515.365.0044
▶ www.hrgreen.com

May 3, 2023

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

Re: Nevada WWTF Improvements – Phase 2: Recommendation on Contractor's Application for Payment No. 23

Dear Jordan:

Attached is an electronic copy of Payment Application No. 23 from Williams Brothers Construction Inc. (WBCI) for the Nevada WWTF Improvements – Phase 2 project. Items included in this application are summarized as follows:

- **General Requirements:** No work completed this period
- **Site Work:** Basic Mechanical Requirements; Stored Materials
- **120-Administration Maintenance Building:** Tiling, Paints/Coatings, Plumbing, Split Systems AC Units, Gear, Lighting, Admin Area; Stored Materials
- **210-Headworks:** Grit System Popping, Headworks Area, Lighting; Stored Materials
- **320-Oxidation Ditches:** Rebar, Concrete Walls/Beams/Slab, Submersible Mixing Equipment; Stored Materials
- **320-Oxidation Ditches Flow Splitter:** Metal Fabrications, Submersible Mixing Equipment, Submersible Mixing Equipment, Stored Materials
- **350-Secondary Treatment Building:** Rebar, Plumbing Piping Insulation, Air Inlets/Outlets, Lighting; Stored Materials
- **360-Secondary Treatment Chemical Storage Building:** Rebar; Stored Materials
- **380-Secondary Clarifiers:** Rebar, Concrete Walls/Slab, Paints/Coatings, Secondary Clarifiers Area; Stored Materials
- **390-Return Pump Station:** Foamed in Place Insulation, Return Pump Station, Submersible Solids Handling Pump Equipment; Stored Materials
- **420-UV Disinfection Building:** Hanger and Supports, Plumbing Piping Insulation, UV Area, Hydropneumatic Tank; Stored Materials
- **520-Aerobic Digesters:** Rebar, Aerobic Digesters Area, Silo-TAD System, Hanger and Supports, Plumbing Piping, Facility Natural Gas Piping, HVAC Ducts/Casings, Air Duct Accessories, Split System AC Units, Solids Processing Building, Lighting; Stored Materials
- **550-Solids Processing Building:** Hangers and Supports, Plumbing Piping/Insulation, Facility Natural Gas Piping, HVAC Ducts/Casings, Air Duct Accessories, Split System AC Units, Solids Processing Building, Lighting; Stored Materials
- **570-Biosolids Pumping Building:** Hangers and Supports, Biosolids Pumping Building, Lighting, Chopper Pumps; Stored Materials
- **580-Biosolids Storage Tanks:** Concrete, Excavation; Stored Materials
- **Change Orders – COR-04R5:** Stored Materials



The total for Pay Application No. 23 is \$716,601.11.

As of this Pay Application, WBCI has been paid approximately 69% of the current contract price (not including retainage withheld). As of this Pay Application, approximately 76% of the time has been used. WBCI appear to be on schedule based on work completed and time remaining.

We have reviewed Payment Application No. 23. We have verified that most all certified payroll records for the corresponding pay application period are received and conforming. There have been no issues with certified payroll compliance to date.

Therefore, we recommend full payment of Payment Application No. 23 as submitted by Williams Brothers Construction Inc. Please execute the pay application and distribute copies to all parties.

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

Sincerely,

HR GREEN, INC.

A handwritten signature in blue ink, appearing to read "Michael Roth".

Michael Roth, P.E.
Senior Project Manager

Enclosure

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

J:\2016\160473.02\Construction\Payment\Pay_Estimates\23\tr-043023-WWTF_Inpr_Phase_2-
Pay_Request_23_recommendation.docx

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: City of Nevada
1209 6th Street
Nevada, IA 50201
Telephone:
Fax:

PROJECT Nevada WWTF Improvements Phase 2
62512 270th Street
Nevada, IA 50201

Application No. 23
Period To: April 30, 2023
PROJECT NOS:

Distribution to:
OWNER
ENGINEER

FROM CONTRACTOR: Williams Brothers Construction Inc.
P.O. Box 1366
Peoria, Illinois 61654
Ph 309/688-0416; Fax 309/688-0891
email -- (Jacob.Lee)@wbci.us

VIA ENGINEER HR Green Inc.
5525 Merle Hay Road, Suite 200
Johnston, IA 50131
Attn:

Phone: 515-278-2913
Fax:

App'l date April 30, 2023
Contract date:
Substantial completion date:
Invoice 4 23 542 23

CONTRACTOR: Williams Brothers Construction Inc.

CONTRACTOR'S APPLICATION FOR PAYMENT
Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

| | |
|---|-----------------|
| 1. ORIGINAL CONTRACT SUM | 35,850,000.00 |
| 2. Net Change by Change Orders | 98,887.27 |
| 3. CONTRACT SUM TO DATE (LINE 1 + 2) | 35,948,887.27 |
| 4. TOTAL COMPLETED AND STORED TO DATE (Column G on G702) | 26,104,226.96 |
| 5. RETAINAGE: | |
| a. 5 % of 100% of Contract (Columns D + E on G703) | (1,008,544.14) |
| b. 5 % of Stored Material (Columns F on G703) | (296,667.21) |
| Total Retainage (Line 5a + 5b or Total in Column I of G703) | 0.00 |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) | (1,305,211.35) |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | 24,799,015.61 |
| | (24,082,414.50) |

| | |
|--|---------------|
| 8. CURRENT PAYMENT DUE | 716,601.11 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | 11,149,871.66 |

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|--|-----------|------------|
| Total changes approved in previous months by Owner | 98,887.27 | |
| Total approved this Month | 98,887.27 | 0.00 |
| NET CHANGES by Change Order | | 98,887.27 |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

By: Jacob Lee, Accountant
State of Illinois
County of: Peoria
Subscribed and sworn to before me this day of April 30, 2023

Notary Public: JACQUELINE M. SMITH
Notary Public, State of Illinois
My Commission Expires 12-22-2023

ENGINEER'S CERTIFICATE FOR PAYMENT
In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED 716,601.11
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that changed to conform to the amount certified.)
Engineer: HR Green

By: Date: 5/3/23
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this contract.

| CONTINUATION SHEET | | | | | | | | | | Application No. 23 | PER. TO: April 30, 2023 | April 30, 2023 | ENGINEER'S PROJECT NO.: 0.59 |
|--------------------|-----------|-----------------------------|-----|------|--------------------------------------|--------------------------------|--------------|--------------|----------------|--------------------|-------------------------|----------------------|------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| Div | Spec | Item | Qty | Unit | Material | Subcontractor | Sched. Item | Prev. Appl. | Work Completed | Time Period | Materials Stored | Total Comp. & Stored | Balance to Finish |
| 7 | Div #01 | General Requirements | | | | | | | | | | | |
| 8 | 01 | 0000 | | | Concrete Sidewalk Unit Price | Williams Brothers Construction | 65,000.00 | | | | | 0.00 | 65,000.00 |
| 9 | 01 | 0000 | | | Demobilization | Williams Brothers Construction | 75,000.00 | | | | | 0.00 | 75,000.00 |
| 10 | 01 | 0000 | | | Submittal Exchange | Williams Brothers Construction | 18,000.00 | 18,000.00 | | | | 18,000.00 | 0.00 |
| 11 | 01 | 0000 | | | Mobilization | Williams Brothers Construction | 1,434,000.00 | 1,434,000.00 | | | | 1,434,000.00 | 0.00 |
| 12 | 01 | 0000 | | | Mobilization | J & K Contracting | 155,925.00 | 155,925.00 | | | | 155,925.00 | 0.00 |
| 13 | 01 | 0000 | | | Mobilization | Tobin Brothers | 30,000.00 | 15,000.00 | | | | 15,000.00 | 15,000.00 |
| 14 | 01 | 0000 | | | Bond Insurance | Williams Brothers Construction | 1,672,139.72 | 1,672,139.72 | | | | 1,672,139.72 | 0.00 |
| 15 | 01 | 58713 | | | Silt Fence/Ditch Check Installation | M/L | 42,000.00 | 42,000.00 | | | | 42,000.00 | 0.00 |
| 16 | 01 | 58713 | | | Silt Fence/Ditch Check Removal | M/L | 3,300.00 | 0.00 | | | | 0.00 | 3,300.00 |
| 17 | 0000 | | | | General Conditions and Mobilization | Con-Struct, Inc. | 100,000.00 | 68,000.00 | | | | 68,000.00 | 3,400.00 |
| 18 | 26 | 0000 | | | Engineering Study | CEC Electric | 9,550.00 | 0.00 | | | | 0.00 | 9,550.00 |
| 19 | 26 | 0000 | | | Equipment | CEC Electric | 75,030.00 | 50,550.00 | | | | 50,550.00 | 0.00 |
| 20 | 26 | 0000 | | | Freight | CEC Electric | 14,750.00 | 0.00 | | | | 0.00 | 14,750.00 |
| 21 | 26 | 0000 | | | Mobilization & Trailer | CEC Electric | 44,250.00 | 35,650.00 | | | | 35,650.00 | 0.00 |
| 22 | 26 | 0000 | | | Vehicle and General Expense | CEC Electric | 44,250.00 | 30,900.00 | | | | 30,900.00 | 1,350.00 |
| 23 | Site Work | | | | | | | | | | | | 1,350.00 |
| 24 | 03 | 0000 | | | Rebar | Ambassador Steel Fabrications | 1,500.00 | 466.00 | | | 715.00 | 1,181.00 | 0.00 |
| 25 | 03 | 0000 | | | Concrete | Central Iowa Ready Mix | 1,364.88 | 0.00 | | | | 0.00 | 1,364.88 |
| 26 | 03 | 0000 | | | Retaining Wall | Williams Brothers Construction | 11,435.50 | 0.00 | | | | 0.00 | 11,435.50 |
| 27 | 03 | 0000 | | | Entrance Sign | Williams Brothers Construction | 3,832.00 | 0.00 | | | | 0.00 | 3,832.00 |
| 28 | 0000 | | | | Construction Entrance and Check Dams | Con-Struct, Inc. | 6,000.00 | 3,000.00 | | | | 3,000.00 | 0.00 |
| 29 | 0000 | | | | 7" Concrete Pavement | Con-Struct, Inc. | 6,000.00 | 3,000.00 | | | | 3,000.00 | 0.00 |
| 30 | 0000 | | | | 7" Concrete Pavement | Con-Struct, Inc. | 370,000.00 | 192,400.00 | | | | 192,400.00 | 177,600.00 |
| 31 | 0000 | | | | Roadway Subbase | Con-Struct, Inc. | 260,000.00 | 135,200.00 | | | | 135,200.00 | 124,800.00 |
| 32 | 0000 | | | | Roadway Subbase | Con-Struct, Inc. | 88,000.00 | 52,800.00 | | | | 52,800.00 | 35,200.00 |
| 33 | 0000 | | | | Roadway Subbase | Con-Struct, Inc. | 78,000.00 | 46,800.00 | | | | 46,800.00 | 31,200.00 |
| 34 | 0000 | | | | Roadway Subdrain | Con-Struct, Inc. | 27,000.00 | 24,000.00 | | | | 24,000.00 | 3,000.00 |
| 35 | 0000 | | | | Roadway Subdrain | Con-Struct, Inc. | 30,000.00 | 27,000.00 | | | | 27,000.00 | 3,000.00 |
| 36 | 0000 | | | | Topsoil Respread | Con-Struct, Inc. | 117,000.00 | 32,000.00 | | | | 32,000.00 | 85,000.00 |
| 37 | 0000 | | | | Mass Excavation | Con-Struct, Inc. | 240,000.00 | 220,000.00 | | | | 220,000.00 | 20,000.00 |
| 38 | 03 | 4100 | | | Structural Precast Concrete | Mid-States Concrete Industries | 8,194.00 | 0.00 | | | | 0.00 | 8,194.00 |
| 39 | 03 | 4100 | | | Structural Precast Concrete | Williams Brothers Construction | 1,560.00 | 0.00 | | | | 0.00 | 1,560.00 |
| 40 | 05 | 5000 | | | Metal Fabrications | Breuer Metal Craftsmen, Inc. | 48,873.26 | 4,155.25 | | | 21,445.50 | 25,600.75 | 23,272.51 |
| 41 | 05 | 5000 | | | Metal Fabrications | Williams Brothers Construction | 28,083.00 | 0.00 | | | | 0.00 | 28,083.00 |
| 42 | 22 | 0500 | | | FIRE MAIN, 6 IN | J & K Contracting, LLC | 117,800.00 | 112,290.00 | | | | 112,290.00 | 5,510.00 |
| 43 | 22 | 0500 | | | FIRE HYDRANT ASSEMBLY | J & K Contracting, LLC | 17,637.00 | 15,673.46 | | | | 15,673.46 | 1,963.54 |
| 44 | 22 | 0500 | | | FIRE HYDRANT ASSEMBLY | J & K Contracting, LLC | 24,013.00 | 11,725.59 | | | | 11,725.59 | 12,287.41 |
| 45 | 22 | 0500 | | | GATE VALVE, 6 IN | J & K Contracting, LLC | 7,000.00 | 4,590.00 | | | | 4,590.00 | 2,410.00 |
| 46 | 22 | 0500 | | | W3, 2 IN & 4 IN | J & K Contracting, LLC | 94,500.00 | 88,750.00 | | | | 88,750.00 | 5,750.00 |
| 47 | 22 | 0500 | | | GATE VALVE, 4 IN | J & K Contracting, LLC | 3,750.00 | 3,750.00 | | | | 3,750.00 | 0.00 |
| 48 | 22 | 0500 | | | POTABLE WATER, 2 IN | J & K Contracting, LLC | 98,700.00 | 76,285.00 | | | | 76,285.00 | 22,415.00 |
| 49 | 22 | 0500 | | | SITE INT DRAIN SD | J & K Contracting, LLC | 90,000.00 | 90,000.00 | | | | 90,000.00 | 0.00 |
| 50 | 22 | 0500 | | | 1" FERRIC PIED SANIT-360 | J & K Contracting, LLC | 6,000.00 | 0.00 | | | | 0.00 | 6,000.00 |
| 51 | 22 | 0500 | | | 1" MICRO-C FEED 350-360 | J & K Contracting, LLC | 7,840.00 | 0.00 | | | | 0.00 | 7,840.00 |
| 52 | 22 | 0500 | | | 2" FM | J & K Contracting, LLC | 17,600.00 | 13,400.00 | | | | 13,400.00 | 4,200.00 |
| 53 | 22 | 0500 | | | 3" PERM 520-550 X2 | J & K Contracting, LLC | 10,640.00 | 10,640.00 | | | | 10,640.00 | 0.00 |
| 54 | 22 | 0500 | | | 4" SCUM | J & K Contracting, LLC | 31,500.00 | 29,775.00 | | | | 29,775.00 | 1,725.00 |
| 55 | 22 | 0500 | | | 4" SAN 120-SAN04 X 2 | J & K Contracting, LLC | 31,500.00 | 29,775.00 | | | | 29,775.00 | 1,725.00 |
| 56 | 22 | 0500 | | | 4" SAN 120-SAN04 X 2 | J & K Contracting, LLC | 12,600.00 | 12,600.00 | | | | 12,600.00 | 0.00 |
| 57 | 22 | 0500 | | | 4" DSL 570-6" DRAIN | J & K Contracting, LLC | 3,720.00 | 0.00 | | | | 0.00 | 3,720.00 |
| 58 | 22 | 0500 | | | PLUG VALVE, 4 IN | J & K Contracting, LLC | 561.00 | 0.00 | | | | 561.00 | 0.00 |
| | | | | | | | | | | | | | 28.05 |

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| CONTINUATION SHEET | | | | | | | | | | Application No. 23 | PER TO: April 30, 2023 | ENGINEER'S PROJECT NO.: 0.00 |
|--------------------|-----|------|------|-----------------------------------|----------|------------|----------------|------------------|----------------------|--------------------|------------------------|------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| Spec | Sec | Item | Unit | Material | Supplier | Scheduled | Work Completed | Materials Stored | Total Comp. & Stored | % Complete | Balance to Finish | Retention |
| 215 | 22 | 1006 | 120 | Plumbing Piping Specialties | M | 13,680.00 | 6,000.00 | 5,000.00 | 11,000.00 | 80% | 2,680.00 | 556.00 |
| 216 | 22 | 1006 | 120 | Plumbing Piping Specialties | L | 6,125.00 | 5,500.00 | | 5,500.00 | 90% | 625.00 | 275.00 |
| 217 | 22 | 3000 | 120 | Plumbing Equipment | M | 19,000.00 | | 7,001.14 | | 37% | 11,998.86 | 350.00 |
| 218 | 22 | 3000 | 120 | Plumbing Equipment | L | 3,780.00 | 300.00 | | 780.00 | 21% | 3,000.00 | 36.00 |
| 219 | 22 | 3000 | 120 | Plumbing Fixtures | M | 7,965.00 | | | 0.00 | 0% | 7,965.00 | 0.00 |
| 220 | 22 | 3000 | 120 | Plumbing Fixtures | L | 3,000.00 | | | 0.00 | 0% | 3,000.00 | 0.00 |
| 221 | 23 | 0593 | 120 | TAB for HVAC | M | 5,245.00 | | | 0.00 | 0% | 5,245.00 | 0.00 |
| 222 | 23 | 0713 | 120 | Duct Insulation | L | 470.00 | 225.00 | | 225.00 | 48% | 245.00 | 11.25 |
| 223 | 23 | 0713 | 120 | Duct Insulation | L | 1,050.00 | | | 0.00 | 0% | 1,050.00 | 0.00 |
| 224 | 23 | 0993 | 120 | Sequence of Operation for HVAC | M | 1,950.00 | | | 0.00 | 0% | 1,950.00 | 0.00 |
| 225 | 23 | 0993 | 120 | Sequence of Operation for HVAC | L | 1,680.00 | | | 0.00 | 0% | 1,680.00 | 0.00 |
| 226 | 23 | 1223 | 120 | Facility Natural Gas Piping | M | 5,575.00 | | | 2,929.41 | 53% | 2,645.59 | 148.47 |
| 227 | 23 | 1223 | 120 | Facility Natural Gas Piping | L | 11,560.00 | 9,625.00 | | 9,625.00 | 83% | 1,935.00 | 481.25 |
| 228 | 23 | 2300 | 120 | Refrigerant Piping | M | 5,360.00 | | | 0.00 | 0% | 5,360.00 | 0.00 |
| 229 | 23 | 2300 | 120 | Refrigerant Piping | L | 4,030.00 | | | 0.00 | 0% | 4,030.00 | 0.00 |
| 230 | 23 | 3100 | 120 | HVAC Ducts and Castings | M | 14,665.00 | 13,665.00 | | 13,665.00 | 93% | 1,000.00 | 683.25 |
| 231 | 23 | 3100 | 120 | HVAC Ducts and Castings | L | 15,900.00 | 15,140.00 | | 15,140.00 | 95% | 760.00 | 757.00 |
| 232 | 23 | 3300 | 120 | Air Duct Accessories | M | 1,975.00 | 1,619.50 | | 1,619.50 | 82% | 355.50 | 80.96 |
| 233 | 23 | 3300 | 120 | Air Duct Accessories | L | 1,840.00 | 1,748.00 | | 1,748.00 | 95% | 92.00 | 87.40 |
| 234 | 23 | 3423 | 120 | HVAC Power Ventilators | M | 16,380.00 | 15,561.00 | | 15,561.00 | 95% | 819.00 | 776.05 |
| 235 | 23 | 3423 | 120 | HVAC Power Ventilators | L | 2,745.00 | 2,745.00 | | 2,745.00 | 100% | 0.00 | 137.25 |
| 236 | 23 | 3439 | 120 | HVLS Propeller Fans | M | 5,040.00 | 5,040.00 | | 5,040.00 | 100% | 0.00 | 235.00 |
| 237 | 23 | 3439 | 120 | HVLS Propeller Fans | L | 2,745.00 | | | | 0% | 2,745.00 | 0.00 |
| 238 | 23 | 3700 | 120 | Air Outlets and Inlets | M | 5,850.00 | | | | 0% | 5,850.00 | 0.00 |
| 239 | 23 | 3700 | 120 | Air Outlets and Inlets | L | 2,095.00 | | | | 0% | 2,095.00 | 0.00 |
| 240 | 23 | 5400 | 120 | Furnaces | M | 10,725.00 | 10,188.75 | | 10,188.75 | 95% | 536.25 | 509.44 |
| 241 | 23 | 5400 | 120 | Furnaces | L | 12,600.00 | 12,600.00 | | 12,600.00 | 100% | 0.00 | 630.00 |
| 242 | 23 | 5533 | 120 | Fuel Fired Heaters | M | 23,400.00 | 22,230.00 | | 22,230.00 | 95% | 1,170.00 | 1,111.50 |
| 243 | 23 | 5533 | 120 | Fuel Fired Heaters | L | 7,140.00 | 6,375.00 | | 6,375.00 | 89% | 765.00 | 316.75 |
| 244 | 23 | 6213 | 120 | Packaged Air Cooled Condensers | M | 34,515.00 | | | | 0% | 34,515.00 | 0.00 |
| 245 | 23 | 6213 | 120 | Packaged Air Cooled Condensers | L | 945.00 | 400.00 | | 400.00 | 42% | 545.00 | 561.77 |
| 246 | 23 | 8101 | 120 | Terminal Heat Transfer Units | M | 5,680.00 | 4,200.00 | | 4,200.00 | 74% | 1,480.00 | 210.00 |
| 247 | 23 | 8101 | 120 | Terminal Heat Transfer Units | L | 250.00 | 150.00 | | 150.00 | 60% | 100.00 | 7.50 |
| 248 | 23 | 8127 | 120 | Split Systems AC Units | M | 34,515.00 | | | | 0% | 34,515.00 | 0.00 |
| 249 | 23 | 8127 | 120 | Split Systems AC Units | L | 945.00 | | | | 0% | 945.00 | 0.00 |
| 250 | 26 | 0000 | 120 | Clear | M | 189,250.00 | 13,500.00 | | 13,500.00 | 50% | 175,750.00 | 862.88 |
| 251 | 26 | 0000 | 120 | Clear | L | 24,325.00 | 4,500.00 | | 4,500.00 | 52% | 19,825.00 | 23.63 |
| 252 | 26 | 0000 | 120 | Lighting | M | 29,200.00 | | | | 0% | 29,200.00 | 0.00 |
| 253 | 26 | 0000 | 120 | Lighting | L | 9,760.00 | 8,025.00 | | 8,025.00 | 33% | 16,300.00 | 4,940.56 |
| 254 | 26 | 0000 | 120 | Lighting Controls Material | M | 9,000.00 | 23,651.17 | | 23,651.17 | 81% | 5,548.83 | 401.25 |
| 255 | 26 | 0000 | 120 | Generator/ATS | M | 538,850.00 | 3,050.00 | | 3,050.00 | 31% | 535,800.00 | 152.90 |
| 256 | 26 | 0000 | 120 | Generator/ATS | L | 3,300.00 | 3,637.43 | | 3,637.43 | 40% | 5,362.57 | 191.87 |
| 257 | 26 | 1000 | 120 | Electric Plugs | M | 11,900.00 | 52,246.39 | | 52,246.39 | 10% | 486,603.61 | 2,612.52 |
| 258 | 26 | 0000 | 120 | Electric Plugs | L | 1,100.00 | | | 0.00 | 0% | 1,100.00 | 0.00 |
| 259 | 26 | 0000 | 120 | Cable Bus | M | 210,600.00 | | | 0.00 | 0% | 210,600.00 | 0.00 |
| 260 | 26 | 0000 | 120 | Cable Bus | L | 3,150.00 | | | 0.00 | 0% | 3,150.00 | 0.00 |
| 261 | 26 | 0000 | 120 | Grounding | M | 28,300.00 | | | 28,300.00 | 84% | 5,400.00 | 1,415.00 |
| 262 | 26 | 0000 | 120 | Lighting Protection | M | 10,250.00 | 8,872.34 | | 8,872.34 | 87% | 1,377.66 | 443.62 |
| 263 | 26 | 0000 | 120 | Lighting Protection | L | 8,865.00 | 7,800.00 | | 7,800.00 | 88% | 1,065.00 | 390.00 |
| 264 | 26 | 0000 | 120 | Admin Area | M | 80,125.00 | 24,500.00 | | 24,500.00 | 36% | 55,625.00 | 1,450.00 |
| 265 | 26 | 0000 | 120 | Admin Area | L | 84,275.00 | 20,650.00 | | 20,650.00 | 41% | 63,625.00 | 1,707.50 |
| 266 | 28 | 1000 | 120 | Access Control/Video Surveillance | M/L | 6,725.46 | | | 0.00 | 0% | 6,725.46 | 0.00 |

| CONTINUATION SHEET | | | | | | | | | | | | | |
|----------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Application No. 23 | | | | | | | | | | | | | |
| Per 107 | | | | | | | | | | | | | |
| April 30, 2023 | | | | | | | | | | | | | |
| ENGINEER'S PROJECT NO.: | | | | | | | | | | | | | |
| APPL. DATE: April 30, 2023 | | | | | | | | | | | | | |
| WORK COMPLETED | | | | | | | | | | | | | |
| THIS PERIOD | | | | | | | | | | | | | |
| PREV. APPL. | | | | | | | | | | | | | |
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| CONTINUATION SHEET | | | | | | | | | |
|--------------------|------|-----|-----|-------------------|--|-----|--------------------------------|--------------|--------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 3 | Spec | 319 | 22 | 1066 | Plumbing Piping Specialties | L | MI O'Connor Mechanical | 5,285.00 | 3,830.00 |
| 4 | Sec | 320 | 23 | 0599 | TAB for HVAC | L | MI O'Connor Mechanical | 3,935.00 | 0.00 |
| | | 321 | 23 | 0713 | Duct Insulation | M | MI O'Connor Mechanical | 1,375.00 | 0.00 |
| | | 322 | 23 | 0713 | Duct Insulation | M | MI O'Connor Mechanical | 2,560.00 | 655.00 |
| | | 323 | 23 | 0993 | Sequence of Operation for HVAC | L | MI O'Connor Mechanical | 1,950.00 | 0.00 |
| | | 324 | 23 | 0993 | Sequence of Operation for HVAC | L | MI O'Connor Mechanical | 1,680.00 | 0.00 |
| | | 325 | 23 | 1223 | Facility Natural Gas Piping | M | MI O'Connor Mechanical | 3,715.00 | 316.38 |
| | | 326 | 23 | 2300 | Facility Natural Gas Piping | L | MI O'Connor Mechanical | 7,705.00 | 123.00 |
| | | 327 | 23 | 2300 | Refrigerant Piping | M | MI O'Connor Mechanical | 2,680.00 | 0.00 |
| | | 328 | 23 | 2300 | Refrigerant Piping | L | MI O'Connor Mechanical | 2,015.00 | 0.00 |
| | | 329 | 23 | 3100 | HVAC Ducts and Casings | M | MI O'Connor Mechanical | 11,735.00 | 11,735.00 |
| | | 330 | 23 | 3100 | HVAC Ducts and Casings | M | MI O'Connor Mechanical | 12,720.00 | 12,720.00 |
| | | 331 | 23 | 3300 | Air Duct Accessories | M | MI O'Connor Mechanical | 2,780.00 | 2,641.00 |
| | | 332 | 23 | 3300 | Air Duct Accessories | L | MI O'Connor Mechanical | 2,675.00 | 2,540.00 |
| | | 333 | 23 | 3423 | HVAC Power Ventilators | M | MI O'Connor Mechanical | 7,425.00 | 7,053.75 |
| | | 334 | 23 | 3423 | HVAC Power Ventilators | M | MI O'Connor Mechanical | 3,430.00 | 3,430.00 |
| | | 335 | 23 | 3700 | Air Outlets and Inlets | M | MI O'Connor Mechanical | 4,680.00 | 4,680.00 |
| | | 336 | 23 | 3700 | Air Outlets and Inlets | L | MI O'Connor Mechanical | 2,200.00 | 2,200.00 |
| | | 337 | 23 | 6213 | Packaged Air Cooled Condensers | M | MI O'Connor Mechanical | 7,670.00 | 0.00 |
| | | 338 | 23 | 6213 | Packaged Air Cooled Condensers | M | MI O'Connor Mechanical | 2,100.00 | 0.00 |
| | | 339 | 23 | 7433 | Packaged MAU's | M | MI O'Connor Mechanical | 31,010.00 | 0.00 |
| | | 340 | 23 | 7433 | Packaged MAU's | L | MI O'Connor Mechanical | 1,700.00 | 850.00 |
| | | 341 | 23 | 8101 | Terminal Heat Transfer Units | M | MI O'Connor Mechanical | 22,750.00 | 21,612.50 |
| | | 342 | 23 | 8101 | Terminal Heat Transfer Units | M | MI O'Connor Mechanical | 1,010.00 | 885.00 |
| | | 343 | 23 | 8127 | Split Systems AC Units | M | MI O'Connor Mechanical | 7,670.00 | 7,220.18 |
| | | 344 | 23 | 8127 | Split Systems AC Units | L | MI O'Connor Mechanical | 210.00 | 210.00 |
| | | 345 | 22 | 0523 | Process Valves | M | Wellen & Associates | 3,625.54 | 0.00 |
| | | 346 | 26 | 0000 | Headworks Area | M | CEC Electric | 38,050.00 | 26,500.00 |
| | | 347 | 26 | 0000 | Headworks Area | L | CEC Electric | 66,475.00 | 33,570.00 |
| | | 348 | 26 | 0000 | Lighting | M | CEC Electric | 42,450.00 | 8,570.00 |
| | | 349 | 26 | 0000 | Lighting | L | CEC Electric | 3,795.00 | 3,000.00 |
| | | 350 | 26 | 0000 | Lighting Protection | M | CEC Electric | 5,960.00 | 3,500.00 |
| | | 351 | 31 | 1000 | Excavation | M | Con-Struct, Inc. | 6,000.00 | 4,000.00 |
| | | 352 | 31 | 1000 | Excavation | L | Con-Struct, Inc. | 43,000.00 | 42,000.00 |
| | | 353 | 35 | 2016 | Aluminum Stop Loops/Fabricated Metal Slide Gates | M | RW Gate Co. | 87,565.00 | 87,565.00 |
| | | 354 | 35 | 2016 | Aluminum Stop Loops/Fabricated Metal Slide Gates | L | Williams Brothers Construction | 78,500.00 | 58,875.00 |
| | | 355 | 43 | 2113 | Self-Priming Centrifugal Solids-Handling Pump | M | D.J. Gongol & Associates, Inc. | 18,500.00 | 18,500.00 |
| | | 356 | 43 | 2113 | Self-Priming Centrifugal Solids-Handling Pump | L | Tobin Brothers | 2,000.00 | 0.00 |
| | | 357 | 46 | 2151 | Multiple Rake Bar Screen | M | Vulcan Industries Inc. | 185,860.00 | 185,860.00 |
| | | 358 | 46 | 2151 | Multiple Rake Bar Screen | L | Williams Brothers Construction | 13,500.00 | 10,800.00 |
| | | 359 | 46 | 2152 | Screenings Washer/Compostor | M | Vulcan Industries Inc. | 50,000.00 | 50,000.00 |
| | | 360 | 46 | 2152 | Screenings Washer/Compostor | L | Williams Brothers Construction | 13,500.00 | 10,800.00 |
| | | 361 | 46 | 2327 | Grit Washer | M | Vulcan Industries Inc. | 103,677.00 | 102,677.00 |
| | | 362 | 46 | 2327 | Grit Washer | L | Williams Brothers Construction | 7,250.00 | 3,625.00 |
| | | 363 | 46 | 2323 | Grit Removal Equipment | M | O'Rio USA, LLC | 64,272.00 | 64,272.00 |
| | | 364 | 46 | 2323 | Grit Removal Equipment | M | Williams Brothers Construction | 7,250.00 | 3,625.00 |
| | | 365 | 46 | 6124 | Composite Samplers | L | GPM | 7,126.93 | 7,126.93 |
| | | 366 | 320 | Oxidation Ditches | | | | | 0.00 |
| | | 367 | | | Oxidation Ditches | | | | 0.00 |
| | | 368 | 03 | 0000 | Rebar | M/L | Ambassador Steel Fabrications | 652,235.00 | 626,422.52 |
| | | 369 | 03 | 0000 | Concrete | M | Central Iowa Ready Mix | 521,230.36 | 479,032.89 |
| | | 370 | 03 | 0000 | Walls | L | Williams Brothers Construction | 2,168,758.50 | 2,021,282.93 |
| | | | | | | | | | 2,129,720.85 |
| | | | | | | | | | 35,077.65 |
| | | | | | | | | | 106,485.04 |
| | | | | | | | | | 0.00 |
| | | | | | | | | | 0.00 |
| | | | | | | | | | 3,861.84 |
| | | | | | | | | | 32,417.65 |
| | | | | | | | | | 22,247.47 |
| | | | | | | | | | 34,951.64 |
| | | | | | | | | | 35,077.65 |
| | | | | | | | | | 106,485.04 |

| CONTINUATION SHEET | | | | | | | | | | Application No. 23 | | PER IO: April 30, 2023 | | ENGINEER'S PROJECT NO.: | | April 30, 2023 | | 0.00 | |
|--------------------|-----|-----------|-----|------|----------------------------------|-----|---------------------------------|--------------|------------|--------------------|------------------|------------------------|------------|-------------------------|-----------|----------------|--|------|--|
| i | 2 | 3 | 4 | Spec | Build | NO. | SUPPLIER | SCHEDULED | PREV APPL | THIS PERIOD | MATERIALS STORED | TOTAL COMPL. & STORED | % Complete | BALANCE TO BE PAID | RETAINAGE | | | | |
| 371 | 03 | 0000 | 320 | | Base Slab | | Williams Brothers Construction | 402,436.00 | 401,436.00 | | | 401,436.00 | 100% | 0.00 | 70,572.80 | | | | |
| 372 | 03 | 0000 | 320 | | Concrete Beams | | Williams Brothers Construction | 141,626.00 | 70,813.00 | | | 70,813.00 | 50% | 70,813.00 | 3,940.65 | | | | |
| 373 | 03 | 0000 | 320 | | Suspended Slab | | Williams Brothers Construction | 139,349.00 | 69,674.50 | | | 69,674.50 | 50% | 69,674.50 | 3,483.73 | | | | |
| 374 | 03 | 0000 | 320 | | Housekeeping Pads | | Williams Brothers Construction | 3,230.00 | | | | 0.00 | 0% | 3,230.00 | 0.00 | | | | |
| 375 | | | | | Oxidation Splitter | | | | | | | 0.00 | | 0.00 | 0.00 | | | | |
| 376 | 03 | 0000 | 320 | | Rebar | | Ambassador Steel Fabrications | 15,345.00 | 15,345.00 | | | 15,345.00 | 100% | 0.00 | 767.25 | | | | |
| 377 | 03 | 0000 | 320 | | Concrete | | Central Iowa Ready Mix | 9,110.05 | 9,110.05 | | | 9,110.05 | 100% | 0.00 | 455.50 | | | | |
| 378 | 03 | 0000 | 320 | | Walls | | Williams Brothers Construction | 69,913.50 | 69,913.50 | | | 69,913.50 | 100% | 0.00 | 3,495.68 | | | | |
| 379 | 03 | 0000 | 320 | | Base Slab | | Williams Brothers Construction | 6,092.00 | 6,092.00 | | | 6,092.00 | 100% | 0.00 | 304.60 | | | | |
| 380 | 03 | 0000 | 320 | | Graveling | | Williams Brothers Construction | 371.00 | 371.00 | | | 371.00 | 100% | 0.00 | 18.55 | | | | |
| 381 | 03 | 4100 | 320 | | Structural Precast Concrete | | Mid-States Concrete Industries | 89,547.00 | 44,773.50 | | | 44,773.50 | 50% | 44,773.50 | 2,238.68 | | | | |
| 382 | 03 | 4100 | 320 | | Structural Precast Concrete | | Williams Brothers Construction | 42,840.00 | 21,420.00 | | | 21,420.00 | 50% | 21,420.00 | 1,071.09 | | | | |
| 383 | 05 | 5000 | 320 | | Metal Fabrications | | Breuer Metal Craftsmen, Inc | 165,860.84 | 20,760.17 | | 83,840.67 | 193,800.84 | 100% | 0.00 | 3,190.04 | | | | |
| 384 | 05 | 5000 | 320 | | Metal Fabrications | | Williams Brothers Construction | 4,464.00 | 8,892.80 | | | 11,116.00 | 25% | 53,348.00 | 595.69 | | | | |
| 385 | 05 | 5100 | 320 | | Metal Stairs | | Breuer Metal Craftsmen, Inc | 36,235.65 | 2,192.91 | | 33,941.23 | 36,144.14 | 100% | 99.51 | 1,866.71 | | | | |
| 386 | 07 | 5400 | 320 | | Metal Stairs | | Williams Brothers Construction | 26,048.00 | 2,604.80 | | | 2,604.80 | 10% | 21,443.20 | 1,866.71 | | | | |
| 387 | 09 | 9000 | 320 | | Paints and Coatings | | RP Coatings | 3,600.00 | | | | 0.00 | 0% | 3,600.00 | 0.00 | | | | |
| 388 | 22 | 320 | | | Underslab Drains | | Tobin Brothers | 18,000.00 | 18,227.30 | | 1,227.30 | 18,000.00 | 100% | 0.00 | 300.00 | | | | |
| 389 | 22 | 320 | | | Underslab Drains | | Tobin Brothers | 21,000.00 | 21,000.00 | | | 21,000.00 | 100% | 0.00 | 1,050.00 | | | | |
| 390 | 22 | 320 | | | Flow Splitter Box | | Tobin Brothers | 44,000.00 | 44,000.00 | | | 44,000.00 | 100% | 0.00 | 2,200.00 | | | | |
| 391 | 22 | 320 | | | Flow Splitter Box | | Tobin Brothers | 21,000.00 | 21,000.00 | | | 21,000.00 | 100% | 0.00 | 1,050.00 | | | | |
| 392 | 22 | 320 | | | Ox Ditch Effluent | | Tobin Brothers | 32,000.00 | 32,000.00 | | | 32,000.00 | 100% | 0.00 | 1,600.00 | | | | |
| 393 | 22 | 320 | | | Ox Ditch Effluent | | Tobin Brothers | 11,000.00 | 11,000.00 | | | 11,000.00 | 100% | 0.00 | 550.00 | | | | |
| 394 | 22 | 0532 | 320 | | Process Valves | | Meilan & Associates | 10,806.58 | | | 10,806.58 | 10,806.58 | 100% | 0.00 | 543.33 | | | | |
| 395 | 26 | 0000 | 320 | | Oxidation Ditches Area | | CEC Electric | 44,925.00 | 1,060.00 | | 2,045.44 | 8,045.44 | 18% | 36,879.56 | 402.27 | | | | |
| 396 | 26 | 0000 | 320 | | Oxidation Ditches Area | | CEC Electric | 92,150.00 | 5,500.00 | | | 5,500.00 | 6% | 86,650.00 | 275.00 | | | | |
| 397 | 26 | 0000 | 320 | | Lighting | | CEC Electric | 21,250.00 | | | 2,773.81 | 2,773.81 | 13% | 18,476.19 | 136.69 | | | | |
| 398 | 26 | 0000 | 320 | | Lighting | | CEC Electric | 4,560.00 | | | 0.00 | 0.00 | 0% | 4,560.00 | 0.00 | | | | |
| 399 | 26 | 0000 | 320 | | Lighting Protection | | CEC Electric | 10,625.00 | | | 0.00 | 0.00 | 0% | 10,625.00 | 0.00 | | | | |
| 400 | 31 | 1000 | 320 | | Excavation | | Core-Struct, Inc | 60,000.00 | 35,000.00 | | | 35,000.00 | 58% | 25,000.00 | 1,250.00 | | | | |
| 401 | 31 | 1000 | 320 | | Excavation | | Core-Struct, Inc | 80,000.00 | 80,000.00 | | | 80,000.00 | 100% | 0.00 | 4,000.00 | | | | |
| 402 | 46 | 5362 | 320 | | Oxidation Ditch System Equipment | | Oorvo USA, LLC | 1,358,837.00 | | | | | | | | | | | |
| 403 | 46 | 5362 | 320 | | Oxidation Ditch System Equipment | | Williams Brothers Construction | 194,500.00 | 5,225.00 | | 253,373.00 | 253,373.00 | 100% | 1,167,304.00 | 12,856.69 | | | | |
| 404 | 46 | 4123 | 320 | | Submersible Mixing Equipment | | Oorvo USA, LLC | 32,000.00 | | | | | | | | | | | |
| 405 | 46 | 4123 | 320 | | Submersible Mixing Equipment | | Williams Brothers Construction | 32,000.00 | | | | | | | | | | | |
| 406 | 350 | Secondary | | | Treatment Building | | Williams Brothers Construction | 32,000.00 | 28,800.00 | | | 32,000.00 | 100% | 0.00 | 1,600.00 | | | | |
| 407 | 03 | 0000 | 350 | | Rebar | | Ambassador Steel Fabrications | 51,430.00 | 47,838.50 | | | 47,838.50 | 93% | 3,591.50 | 2,062.02 | | | | |
| 408 | 03 | 0000 | 350 | | Concrete | | Central Iowa Ready Mix | 34,650.44 | 34,650.44 | | | 34,650.44 | 100% | 0.00 | 1,732.52 | | | | |
| 409 | 03 | 0000 | 350 | | Walls | | Williams Brothers Construction | 105,495.00 | 105,495.00 | | | 105,495.00 | 100% | 0.00 | 5,274.95 | | | | |
| 410 | 03 | 0000 | 350 | | Base Slab | | Williams Brothers Construction | 22,811.00 | 22,811.00 | | | 22,811.00 | 100% | 0.00 | 1,140.55 | | | | |
| 411 | 03 | 0000 | 350 | | Suspended Slab | | Williams Brothers Construction | 58,730.35 | 58,730.35 | | | 58,730.35 | 100% | 0.00 | 2,936.52 | | | | |
| 412 | 03 | 0000 | 350 | | Columns | | Williams Brothers Construction | 5,247.00 | 5,247.00 | | | 5,247.00 | 100% | 0.00 | 262.35 | | | | |
| 413 | 03 | 4100 | 350 | | Structural Precast Concrete | | Mid-States Concrete Industries | 15,484.00 | 15,484.00 | | | 15,484.00 | 100% | 0.00 | 774.20 | | | | |
| 414 | 03 | 4100 | 350 | | Structural Precast Concrete | | Williams Brothers Construction | 8,000.00 | 8,000.00 | | | 8,000.00 | 100% | 0.00 | 400.00 | | | | |
| 415 | 04 | 2000 | 350 | | Masonry | | Signature Masonry of Des Moines | 56,770.00 | 42,577.50 | | | 42,577.50 | 75% | 14,192.50 | 7,096.25 | | | | |
| 416 | 04 | 2000 | 350 | | Masonry | | Signature Masonry of Des Moines | 102,000.00 | 47,100.00 | | | 47,100.00 | 46% | 54,900.00 | 2,745.00 | | | | |
| 417 | 05 | 5000 | 350 | | Metal Fabrications | | Breuer Metal Craftsmen, Inc | 11,308.86 | 9,481.02 | | | 9,481.02 | 83% | 1,827.84 | 474.05 | | | | |
| 418 | 05 | 5000 | 350 | | Metal Fabrications | | Williams Brothers Construction | 4,946.00 | 4,105.18 | | | 4,105.18 | 83% | 840.82 | 208.26 | | | | |
| 419 | 05 | 5100 | 350 | | Metal Stairs | | Breuer Metal Craftsmen, Inc | 12,993.62 | 12,993.62 | | | 12,993.62 | 100% | 0.00 | 649.88 | | | | |
| 420 | 05 | 5100 | 350 | | Metal Stairs | | Williams Brothers Construction | 9,768.00 | 9,768.00 | | | 9,768.00 | 100% | 0.00 | 489.40 | | | | |
| 421 | 07 | 1713 | 350 | | Dentonite Panel Water Proofing | | Williams Brothers Construction | 2,568.00 | 2,568.00 | | | 2,568.00 | 100% | 0.00 | 276.40 | | | | |
| 422 | 07 | 1713 | 350 | | Dentonite Panel Water Proofing | | Williams Brothers Construction | 6,252.00 | 3,362.50 | | | 3,362.50 | 50% | 3,262.50 | 163.15 | | | | |

| CONTINUATION SHEET | | | | | | | | | |
|--------------------|------|-------|-----|--------------------------------|------|-----------------|----------------|-------------------------|----------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Item | Spec | Build | NO | Notes | WVTF | Application No. | 23 | PER TO: | April 30, 2023 |
| 423 | 07 | 2500 | 350 | Weather Barrier | | APPL DATE: | April 30, 2023 | ENGINEER'S PROJECT NO.: | 0.00 |
| 424 | 07 | 2500 | 350 | Weather Barrier | | PREV APPL | THIS PERIOD | MATERIALS STORED | TO FINISH |
| 423 07 2500 350 | | | | Weather Barrier | | | | | 0.00 |
| 424 07 2500 350 | | | | Weather Barrier | | | | | 0.00 |
| 425 07 5400 350 | | | | Thermoplastic Membrane Roofing | | | | | 0.00 |
| 426 07 5400 350 | | | | Thermoplastic Membrane Roofing | | | | | 0.00 |
| 427 07 6200 350 | | | | Sheet Metal Flashing and Trim | | | | | 0.00 |
| 428 07 6200 350 | | | | Sheet Metal Flashing and Trim | | | | | 0.00 |
| 429 08 1116 350 | | | | Aluminum Doors and Frames | | | | | 0.00 |
| 430 08 1116 350 | | | | Aluminum Doors and Frames | | | | | 0.00 |
| 431 08 4313 350 | | | | Aluminum-Framed Storefronts | | | | | 0.00 |
| 432 08 4313 350 | | | | Aluminum-Framed Storefronts | | | | | 0.00 |
| 433 08 8113 350 | | | | Floor Hatches | | | | | 0.00 |
| 434 08 8113 350 | | | | Floor Hatches | | | | | 0.00 |
| 435 08 8000 350 | | | | Glazing | | | | | 0.00 |
| 436 08 8000 350 | | | | Glazing | | | | | 0.00 |
| 437 09 2116 350 | | | | Gypsum Board Assemblies | | | | | 0.00 |
| 438 09 2116 350 | | | | Gypsum Board Assemblies | | | | | 0.00 |
| 439 09 5100 350 | | | | Acoustical Ceiling | | | | | 0.00 |
| 440 09 5100 350 | | | | Acoustical Ceiling | | | | | 0.00 |
| 441 09 9000 350 | | | | Paints and Coatings | | | | | 0.00 |
| 442 22 350 | | | | RAS/WAS Piping | | | | | 0.00 |
| 443 22 350 | | | | RAS/WAS Piping | | | | | 0.00 |
| 444 22 350 | | | | Micro Feed | | | | | 0.00 |
| 445 22 350 | | | | Micro Feed | | | | | 0.00 |
| 446 22 0500 350 | | | | Basic Mechanical Requirements | | | | | 0.00 |
| 447 22 0500 350 | | | | Basic Mechanical Requirements | | | | | 0.00 |
| 448 22 0529 350 | | | | Hanger and Supports | | | | | 0.00 |
| 449 22 0529 350 | | | | Hanger and Supports | | | | | 0.00 |
| 450 22 0553 350 | | | | ID for Plumbing Pipe/Equipment | | | | | 0.00 |
| 451 22 0553 350 | | | | ID for Plumbing Pipe/Equipment | | | | | 0.00 |
| 452 22 0719 350 | | | | Plumbing Piping Insulation | | | | | 0.00 |
| 453 22 0719 350 | | | | Plumbing Piping Insulation | | | | | 0.00 |
| 454 22 1005 350 | | | | Plumbing Piping | | | | | 0.00 |
| 455 22 1005 350 | | | | Plumbing Piping | | | | | 0.00 |
| 456 22 1006 350 | | | | Plumbing Piping Specialties | | | | | 0.00 |
| 457 22 1006 350 | | | | Plumbing Piping Specialties | | | | | 0.00 |
| 458 22 3000 350 | | | | Plumbing Equipment | | | | | 0.00 |
| 459 22 3000 350 | | | | Plumbing Equipment | | | | | 0.00 |
| 460 22 3000 350 | | | | Plumbing Fixtures | | | | | 0.00 |
| 461 22 3000 350 | | | | Plumbing Fixtures | | | | | 0.00 |
| 462 23 0593 350 | | | | TAB for HVAC | | | | | 0.00 |
| 463 23 0713 350 | | | | Duct Insulation | | | | | 0.00 |
| 464 23 0713 350 | | | | Duct Insulation | | | | | 0.00 |
| 465 23 0993 350 | | | | Sequence of Operation for HVAC | | | | | 0.00 |
| 466 23 0993 350 | | | | Sequence of Operation for HVAC | | | | | 0.00 |
| 467 23 1223 350 | | | | Facility Natural Gas Piping | | | | | 0.00 |
| 468 23 1223 350 | | | | Facility Natural Gas Piping | | | | | 0.00 |
| 469 23 2300 350 | | | | Refrigerant Piping | | | | | 0.00 |
| 470 23 2300 350 | | | | Refrigerant Piping | | | | | 0.00 |
| 471 23 3100 350 | | | | HVAC Ducts and Casings | | | | | 0.00 |
| 472 23 3100 350 | | | | HVAC Ducts and Casings | | | | | 0.00 |
| 473 23 3300 350 | | | | Air Duct Accessories | | | | | 0.00 |
| 474 23 3300 350 | | | | Air Duct Accessories | | | | | 0.00 |

P.52

| CONTINUATION SHEET | | | | | | | | | |
|--------------------|--|-------|--|------------|--|------------------------|--|----------------|--|
| 1 | | 2 | | 3 | | 4 | | 5 | |
| Spec | | Build | | Needs WWTF | | PER TO: | | APRIL 30, 2023 | |
| Sec | | NO | | | | APPL DATE: | | APRIL 30, 2023 | |
| | | | | | | ENGINEER'S PROJECT NO. | | 0.00 | |
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| CONTINUATION SHEET | | | | | | | | | | Application No. 23 | PER TO: April 30, 2023 | April 30, 2023 | 0.00 |
|--------------------|------|------|-----|------------|------------|------------------------------------|----------|-----------|----------------|--------------------|------------------------|----------------|------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| Spec | Item | Unit | Qty | Unit Price | Amount | Supplier | Schedule | Prev Appl | Work Completed | Material Stored | Total Compl & Stored | Engineer % | Balance |
| 578 | 07 | 3400 | 380 | | 9,768.00 | L Williams Brothers Construction | | | | | | 0% | 9,768.00 |
| 580 | 09 | 9000 | 380 | | 36,900.00 | M/L RP Coatings | | | 22,490.00 | | 22,490.00 | 40% | 33,660.00 |
| 581 | 22 | 0000 | 380 | | 7,600.00 | M Tobin Brothers | | | 7,600.00 | | 7,600.00 | 100% | 300.00 |
| 582 | 22 | 0500 | 380 | | 22,800.00 | L Tobin Brothers | | | 22,800.00 | | 22,800.00 | 100% | 9.00 |
| 583 | 22 | 0000 | 380 | | 18,000.00 | M Tobin Brothers | | | | 18,000.00 | | 56% | 1,188.00 |
| 584 | 22 | 0000 | 380 | | 8,300.00 | L Tobin Brothers | | | | | | 0% | 8,300.00 |
| 585 | 22 | 0000 | 380 | | 48,000.00 | M Tobin Brothers | | | 32,000.00 | | 48,000.00 | 100% | 0.00 |
| 586 | 22 | 0600 | 380 | | 16,500.00 | L Tobin Brothers | | | 11,000.00 | | 11,000.00 | 67% | 5,300.00 |
| 587 | 22 | 0000 | 380 | | 43,900.00 | M Tobin Brothers | | | 43,900.00 | | 43,900.00 | 100% | 0.00 |
| 588 | 22 | 0000 | 380 | | 12,000.00 | L Tobin Brothers | | | 12,000.00 | | 12,000.00 | 100% | 0.00 |
| 589 | 26 | 0000 | 380 | | 43,475.00 | M CEC Electric | | | 31,750.00 | | 31,750.00 | 38% | 18,225.00 |
| 590 | 26 | 0000 | 380 | | 90,850.00 | L CEC Electric | | | 11,750.00 | | 11,750.00 | 33% | 186,600.00 |
| 591 | 31 | 1000 | 380 | | 42,000.00 | M Con-Struct, Inc | | | 32,000.00 | | 32,000.00 | 67% | 4,000.00 |
| 592 | 31 | 1000 | 380 | | 1,000.00 | L Con-Struct, Inc | | | 1,000.00 | | 1,000.00 | 100% | 0.00 |
| 593 | 31 | 1000 | 380 | | 9,000.00 | M Con-Struct, Inc | | | 9,000.00 | | 9,000.00 | 100% | 0.00 |
| 594 | 31 | 1000 | 380 | | 377,330.00 | L Con-Struct, Inc | | | 377,330.00 | | 377,330.00 | 93% | 25,157.26 |
| 595 | 46 | 4323 | 380 | | 113,600.00 | M Orivo USA, LLC | | | | | | 0% | 113,600.00 |
| 596 | 46 | 4323 | 380 | | 19,840.00 | L Williams Brothers Construction | | | 19,840.00 | | 19,840.00 | 100% | 0.00 |
| 598 | 03 | 0000 | 390 | | 17,171.76 | M/L Ambassador Steel Fabrications | | | | | | 100% | 0.00 |
| 599 | 03 | 0000 | 390 | | 80,761.50 | M Central Iowa Ready Mix | | | 17,171.76 | | 17,171.76 | 100% | 0.00 |
| 600 | 03 | 0000 | 390 | | 10,038.50 | L Williams Brothers Construction | | | 80,761.50 | | 80,761.50 | 100% | 888.99 |
| 601 | 03 | 0000 | 390 | | 17,003.00 | L Williams Brothers Construction | | | 10,038.50 | | 10,038.50 | 100% | 4,038.47 |
| 602 | 03 | 0000 | 390 | | 879.50 | L Williams Brothers Construction | | | 17,003.00 | | 17,003.00 | 100% | 0.00 |
| 603 | 03 | 0000 | 390 | | 3,504.50 | L Williams Brothers Construction | | | | | | 0% | 879.50 |
| 604 | 03 | 0000 | 390 | | 5,302.84 | M Breuer Metal Craftsmen, Inc | | | 3,504.50 | | 3,504.50 | 100% | 0.00 |
| 605 | 05 | 5000 | 390 | | 3,208.00 | L Williams Brothers Construction | | | | 5,302.84 | 5,302.84 | 100% | 265.13 |
| 606 | 05 | 5000 | 390 | | 6,451.29 | M/L Williams Brothers Construction | | | 3,208.00 | | 3,208.00 | 100% | 0.00 |
| 607 | 07 | 1253 | 390 | | 9,982.00 | M Iowa Foam Insulations, LLC | | | | | | 0% | 6,451.29 |
| 608 | 07 | 1219 | 390 | | 4,684.00 | M Williams Brothers Construction | | | 9,982.00 | | 9,982.00 | 0% | 9,982.00 |
| 609 | 07 | 1713 | 390 | | 4,122.00 | L Williams Brothers Construction | | | 3,747.20 | | 3,747.20 | 80% | 936.80 |
| 610 | 07 | 1713 | 390 | | 537.00 | M Halliday Products | | | 5,297.60 | | 5,297.60 | 80% | 824.40 |
| 611 | 08 | 3113 | 390 | | 400.00 | L Williams Brothers Construction | | | | | | 100% | 0.00 |
| 612 | 08 | 3113 | 390 | | 2,430.00 | M Iowa Pump Works | | | 400.00 | | 400.00 | 100% | 0.00 |
| 613 | 08 | 3113 | 390 | | 6,500.00 | L Williams Brothers Construction | | | 8,430.00 | | 8,430.00 | 100% | 0.00 |
| 614 | 08 | 8113 | 390 | | 6,600.00 | M RP Coatings | | | 6,500.00 | | 6,500.00 | 100% | 0.00 |
| 615 | 09 | 0000 | 390 | | 24,800.00 | M/L Tobin Brothers | | | | | | 0% | 6,600.00 |
| 616 | 22 | 0000 | 390 | | 19,300.00 | L Tobin Brothers | | | 4,500.00 | | 4,500.00 | 40% | 16,750.00 |
| 617 | 22 | 0000 | 390 | | 10,000.00 | M MJ O'Connor Mechanical | | | 10,000.00 | | 10,000.00 | 50% | 9,500.00 |
| 618 | 22 | 0500 | 390 | | 1,575.00 | M MJ O'Connor Mechanical | | | 400.00 | | 400.00 | 29% | 975.00 |
| 619 | 22 | 0529 | 390 | | 1,050.00 | L MJ O'Connor Mechanical | | | 350.00 | | 350.00 | 21% | 2,110.00 |
| 620 | 22 | 0529 | 390 | | 1,200.00 | M MJ O'Connor Mechanical | | | | | | 100% | 0.00 |
| 621 | 22 | 0529 | 390 | | 525.00 | L MJ O'Connor Mechanical | | | | | | 0% | 1,200.00 |
| 622 | 22 | 0553 | 390 | | 560.00 | M MJ O'Connor Mechanical | | | | | | 0% | 325.00 |
| 623 | 22 | 0553 | 390 | | 1,100.00 | M MJ O'Connor Mechanical | | | | | | 27% | 300.00 |
| 624 | 22 | 0719 | 390 | | 785.00 | L MJ O'Connor Mechanical | | | | | | 0% | 785.00 |
| 625 | 22 | 0719 | 390 | | 3,175.00 | M MJ O'Connor Mechanical | | | | | | 82% | 348.00 |
| 626 | 22 | 0000 | 390 | | 490.00 | L MJ O'Connor Mechanical | | | 200.00 | | 200.00 | 41% | 290.00 |
| 627 | 22 | 0000 | 390 | | 465.00 | M MJ O'Connor Mechanical | | | | | | 0% | 1,200.00 |
| 628 | 23 | 0593 | 390 | | 420.00 | L MJ O'Connor Mechanical | | | | | | 0% | 420.00 |
| 629 | 23 | 0593 | 390 | | | M MJ O'Connor Mechanical | | | | | | 0% | 0.00 |
| 630 | 23 | 0593 | 390 | | | L MJ O'Connor Mechanical | | | | | | 0% | 0.00 |

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| CONTINUATION SHEET | | | | | | | | | | | |
|--------------------|----------------------------|--------|-------------|--------------------------------|-------------------------|---------------------------------|-----------------------------|------------------|---------|-----------|-----------|
| 1 | Application No. 23 | | | | PER. TO: April 30, 2023 | | ENGINEER'S PROJECT NO.: 066 | | | | |
| 2 | APPL. DATE: April 30, 2023 | | | | PREV APPL | | TOTAL COMPLET | | BALANCE | | |
| 3 | Spec | Build. | Nevada WWTF | SCHEDULED | | THIS PERIOD | | MATERIALS STORED | | TO FINISH | |
| 4 | Sec. | No. | | SUB-CONTRACTOR | | | | | | RETAINING | |
| 735 | 03 | 0000 | 520 | Concrete | M | Central Iowa Ready Mix | 202,136.19 | 202,136.19 | 100% | 0.00 | 10,166.81 |
| 736 | 03 | 0000 | 520 | Walls | L | Williams Brothers Construction | 578,743.51 | 578,743.51 | 100% | 0.01 | 28,937.18 |
| 737 | 03 | 0000 | 520 | Base Slab | L | Williams Brothers Construction | 140,796.50 | 140,796.50 | 100% | 0.00 | 7,039.83 |
| 738 | 05 | 5000 | 520 | Metal Fabrications | M | Breuer Metal Craftsmen, Inc | 1,302.39 | 1,302.39 | 100% | 0.00 | 130.24 |
| 739 | 05 | 5000 | 520 | Metal Fabrications | L | Williams Brothers Construction | 824.00 | 824.00 | 50% | 0.00 | 41.20 |
| 740 | 09 | 9000 | 520 | Paints and Coatings | M/L | RP Coatings | 5,800.00 | 5,800.00 | 9% | 0.00 | 5,800.00 |
| 741 | 22 | 0000 | 520 | Pressure Relief Valves | M | Tobin Brothers | 68,000.00 | 68,000.00 | 100% | 0.00 | 3,400.00 |
| 742 | 22 | 0000 | 520 | Pressure Relief Valves | L | Tobin Brothers | 13,000.00 | 13,000.00 | 100% | 0.00 | 650.00 |
| 743 | 22 | 0000 | 520 | WAS & DSL | M | Tobin Brothers | 6,000.00 | 6,000.00 | 100% | 0.00 | 300.00 |
| 744 | 22 | 0000 | 520 | WAS & DSL | L | Tobin Brothers | 3,300.00 | 3,300.00 | 91% | 0.00 | 175.00 |
| 745 | 22 | 0000 | 520 | Underlab & Mud Valves | M | Tobin Brothers | 3,500.00 | 3,500.00 | 100% | 0.00 | 1,130.00 |
| 746 | 22 | 0000 | 520 | Underlab & Mud Valves | L | Tobin Brothers | 22,600.00 | 22,600.00 | 100% | 0.00 | 0.00 |
| 747 | 22 | 0000 | 520 | MBT Blower Piping | M | Tobin Brothers | 19,000.00 | 19,000.00 | 0% | 0.00 | 0.00 |
| 748 | 22 | 0000 | 520 | MBT Blower Piping | L | Tobin Brothers | 21,300.00 | 21,300.00 | 0% | 0.00 | 0.00 |
| 749 | 22 | 0000 | 520 | Aeration Blower Piping | M | Tobin Brothers | 39,900.00 | 39,900.00 | 0% | 0.00 | 0.00 |
| 750 | 22 | 0000 | 520 | Aeration Blower Piping | L | Tobin Brothers | 54,600.00 | 54,600.00 | 0% | 0.00 | 0.00 |
| 751 | 22 | 0523 | 520 | Process Valves | M | Mellen & Associates | 33,230.64 | 33,230.64 | 100% | 0.00 | 1,661.53 |
| 752 | 26 | 0000 | 520 | Aerobic Digesters Area | M | CEC Electric | 132,325.00 | 132,325.00 | 0% | 0.00 | 0.00 |
| 753 | 26 | 0000 | 520 | Aerobic Digesters Area | L | CEC Electric | 77,900.00 | 77,900.00 | 0% | 0.00 | 0.00 |
| 754 | 26 | 0000 | 520 | Lighting Protection | M | CEC Electric | 6,345.00 | 6,345.00 | 0% | 0.00 | 0.00 |
| 755 | 31 | 1000 | 520 | Excavation | M | Con-Struct, Inc. | 20,000.00 | 20,000.00 | 7% | 0.00 | 275.00 |
| 756 | 31 | 1000 | 520 | Excavation | L | Con-Struct, Inc. | 120,000.00 | 120,000.00 | 100% | 0.00 | 0.00 |
| 757 | 46 | 7211 | 520 | Site/TAD System | M | Owino USA, LLC | 115,000.00 | 115,000.00 | 96% | 0.00 | 1,000.00 |
| 758 | 46 | 7211 | 520 | Site/TAD System | L | Owino USA, LLC | 1,460,901.45 | 1,460,901.45 | 97% | 39,425.55 | 5,750.00 |
| 759 | 650 | 650 | 520 | Processing Bldg | L | Tobin Brothers | 42,000.00 | 42,000.00 | 47% | 71,000.00 | 73,045.07 |
| 760 | 03 | 0000 | 550 | Rebar | M/L | Ambassador Steel Fabrications | 57,045.00 | 57,045.00 | 100% | 0.00 | 0.00 |
| 761 | 03 | 0000 | 550 | Concrete | M | Central Iowa Ready Mix | 33,060.48 | 33,060.48 | 97% | 1,000.48 | 2,852.25 |
| 762 | 03 | 0000 | 550 | Walls | L | Williams Brothers Construction | 100,172.50 | 100,172.50 | 100% | 0.00 | 1,660.00 |
| 763 | 03 | 0000 | 550 | Base Slab | L | Williams Brothers Construction | 26,594.00 | 26,594.00 | 100% | 0.00 | 5,000.63 |
| 764 | 03 | 0000 | 550 | SOG | L | Williams Brothers Construction | 5,625.00 | 5,625.00 | 100% | 0.00 | 1,329.70 |
| 765 | 03 | 0000 | 550 | Suspended Slab | L | Williams Brothers Construction | 50,625.50 | 50,625.50 | 100% | 5,625.00 | 0.00 |
| 766 | 03 | 0000 | 550 | Housekeeping pads | L | Williams Brothers Construction | 5,297.40 | 5,297.40 | 96% | 588.66 | 2,64.87 |
| 767 | 03 | 0000 | 550 | Columns | L | Williams Brothers Construction | 1,766.00 | 1,766.00 | 100% | 0.00 | 88.39 |
| 768 | 03 | 4100 | 550 | Structural Precast Concrete | M | Williams Brothers Construction | 12,686.00 | 12,686.00 | 100% | 0.00 | 534.30 |
| 769 | 03 | 4100 | 550 | Structural Precast Concrete | L | Williams Brothers Construction | 8,000.00 | 8,000.00 | 100% | 0.00 | 400.00 |
| 770 | 04 | 2000 | 550 | Masonry | M | Signature Masonry of Des Moines | 52,000.00 | 52,000.00 | 50% | 26,000.00 | 1,360.00 |
| 771 | 04 | 2000 | 550 | Masonry | L | Signature Masonry of Des Moines | 58,000.00 | 58,000.00 | 50% | 29,000.00 | 1,450.00 |
| 772 | 05 | 5000 | 550 | Metal Fabrications | M | Breuer Metal Craftsmen, Inc | 9,235.21 | 9,235.21 | 100% | 461.76 | 0.00 |
| 773 | 05 | 5000 | 550 | Metal Fabrications | L | Breuer Metal Craftsmen, Inc | 3,500.00 | 3,500.00 | 100% | 0.00 | 175.00 |
| 774 | 05 | 5100 | 550 | Metal Stairs | M | Williams Brothers Construction | 12,356.42 | 12,356.42 | 100% | 0.00 | 617.82 |
| 775 | 07 | 5100 | 550 | Metal Stairs | L | Williams Brothers Construction | 9,768.00 | 9,768.00 | 100% | 0.00 | 488.40 |
| 776 | 07 | 5400 | 550 | Thermoplastic Membrane Roofing | M | Central States Roofing | 7,500.00 | 7,500.00 | 100% | 0.00 | 375.00 |
| 777 | 07 | 5400 | 550 | Thermoplastic Membrane Roofing | L | Central States Roofing | 8,100.00 | 8,100.00 | 100% | 0.00 | 403.00 |
| 778 | 07 | 6200 | 550 | Sheet Metal Flashing and Trim | M | Central States Roofing | 1,100.00 | 1,100.00 | 100% | 0.00 | 0.00 |
| 779 | 07 | 6200 | 550 | Sheet Metal Flashing and Trim | L | Central States Roofing | 2,700.00 | 2,700.00 | 0% | 0.00 | 0.00 |
| 780 | 07 | 1713 | 550 | Bentonite Panel Waterproofing | M | Williams Brothers Construction | 7,064.00 | 7,064.00 | 100% | 0.00 | 352.20 |
| 781 | 07 | 1713 | 550 | Bentonite Panel Waterproofing | L | Williams Brothers Construction | 6,091.00 | 6,091.00 | 100% | 0.00 | 304.55 |
| 782 | 07 | 2500 | 550 | Weather Barrier | M | Williams Brothers Construction | 2,559.00 | 2,559.00 | 0% | 0.00 | 0.00 |
| 783 | 07 | 2500 | 550 | Weather Barrier | L | Williams Brothers Construction | 1,700.00 | 1,700.00 | 0% | 0.00 | 0.00 |
| 784 | 08 | 1116 | 550 | Aluminum Doors and Frames | M | Williams Brothers Construction | 16,348.00 | 16,348.00 | 49% | 8,000.00 | 8,348.00 |
| 785 | 08 | 1116 | 550 | Aluminum Doors and Frames | L | East Moline Glass | 6,834.00 | 6,834.00 | 0% | 0.00 | 0.00 |
| 786 | 08 | 8000 | 550 | Glazing | M | East Moline Glass | 433.00 | 250.00 | 58% | 153.00 | 12.59 |

| CONTINUATION SHEET | | | | | | | | | | | | | | | | | |
|---|----|------|-----|--------------------------------|-----------|-----|------------------------|--|--|-----------|--|--|--|-----------|------|-----------|----------|
| Application No. 23 April 30, 2023 PER. TO: 0.00 | | | | | | | | | | | | | | | | | |
| ENGINEER'S PROJECT NO. | | | | | | | | | | | | | | | | | |
| APPL. DATE: April 30, 2023 | | | | | | | | | | | | | | | | | |
| SUPERVISOR | | | | | | | | | | | | | | | | | |
| SUB-CONTRACTOR | | | | | | | | | | | | | | | | | |
| SCHEDULED | | | | | | | | | | | | | | | | | |
| PREV. APPL. | | | | | | | | | | | | | | | | | |
| THIS PERIOD | | | | | | | | | | | | | | | | | |
| MATERIALS STORED | | | | | | | | | | | | | | | | | |
| TOTAL COMPLETED | | | | | | | | | | | | | | | | | |
| % | | | | | | | | | | | | | | | | | |
| BALANCE TO FINISH | | | | | | | | | | | | | | | | | |
| RETAINAGE | | | | | | | | | | | | | | | | | |
| 787 | 08 | 8000 | 550 | Glazing | 367.00 | L | East Moline Glass | | | | | | | | 0% | 0.00 | 0.00 |
| 788 | 09 | 9000 | 550 | Paints and Coatings | 36,000.00 | M/L | RP Coatings | | | 22,100.00 | | | | 22,100.00 | 85% | 2,800.00 | 1,105.00 |
| 789 | 22 | 0000 | 550 | WAS & Seum | 59,000.00 | M | Tobin Brothers | | | 10,331.59 | | | | 10,331.59 | 18% | 48,668.41 | 516.58 |
| 790 | 22 | 0000 | 550 | WAS & Seum | 41,000.00 | L | Tobin Brothers | | | | | | | 0.00 | 0% | 41,000.00 | 0.00 |
| 791 | 22 | 0000 | 550 | Pennate | 15,300.00 | M | Tobin Brothers | | | 3,450.00 | | | | 3,450.00 | 20% | 11,850.00 | 150.00 |
| 792 | 22 | 0000 | 550 | Pennate | 24,500.00 | L | Tobin Brothers | | | 6,440.00 | | | | 6,440.00 | 24% | 18,060.00 | 309.60 |
| 793 | 22 | 0000 | 550 | Air Extraction & Cleaning | 7,700.00 | M | Tobin Brothers | | | 0.00 | | | | 0.00 | 0% | 7,700.00 | 0.00 |
| 794 | 22 | 0000 | 550 | Air Extraction & Cleaning | 4,400.00 | L | Tobin Brothers | | | | | | | 0.00 | 0% | 4,400.00 | 0.00 |
| 795 | 22 | 0500 | 550 | Basic Mechanical Requirements | 2,750.00 | M | MJ O'Connor Mechanical | | | 2,300.00 | | | | 2,300.00 | 91% | 250.00 | 125.00 |
| 796 | 22 | 0500 | 550 | Basic Mechanical Requirements | 5,200.00 | L | MJ O'Connor Mechanical | | | 4,600.00 | | | | 4,600.00 | 88% | 600.00 | 230.00 |
| 797 | 22 | 0529 | 550 | Hander and Supports | 1,195.00 | M | MJ O'Connor Mechanical | | | 945.25 | | | | 945.25 | 100% | 0.00 | 59.75 |
| 798 | 22 | 0529 | 550 | Hander and Supports | 1,515.00 | L | MJ O'Connor Mechanical | | | 1,212.00 | | | | 1,212.00 | 100% | 0.00 | 303.00 |
| 799 | 22 | 0553 | 550 | ID for Plumbing Pipe/Equipment | 1,325.00 | M | MJ O'Connor Mechanical | | | | | | | 0.00 | 0% | 1,325.00 | 0.00 |
| 800 | 22 | 0553 | 550 | ID for Plumbing Pipe/Equipment | 1,170.00 | L | MJ O'Connor Mechanical | | | | | | | 0.00 | 0% | 1,170.00 | 0.00 |
| 801 | 22 | 0719 | 550 | Plumbing Piping Insulation | 1,890.00 | M | MJ O'Connor Mechanical | | | 525.00 | | | | 525.00 | 28% | 1,365.00 | 9.00 |
| 802 | 22 | 0719 | 550 | Plumbing Piping Insulation | 1,680.00 | L | MJ O'Connor Mechanical | | | | | | | 0.00 | 0% | 1,680.00 | 26.25 |
| 803 | 22 | 1005 | 550 | Plumbing Piping | 830.00 | M | MJ O'Connor Mechanical | | | | | | | 650.00 | 30% | 180.00 | 30.00 |
| 804 | 22 | 1005 | 550 | Plumbing Piping | 4,120.00 | L | MJ O'Connor Mechanical | | | 3,300.00 | | | | 3,300.00 | 90% | 80.00 | 37.50 |
| 805 | 22 | 1006 | 550 | Plumbing Piping Specialties | 6,930.00 | M | MJ O'Connor Mechanical | | | 5,371.76 | | | | 5,371.76 | 78% | 1,558.24 | 190.00 |
| 806 | 22 | 1006 | 550 | Plumbing Piping Specialties | 5,605.00 | L | MJ O'Connor Mechanical | | | 2,623.00 | | | | 2,623.00 | 86% | 2,982.00 | 131.25 |
| 807 | 22 | 3000 | 550 | Plumbing Equipment | 3,180.00 | M | MJ O'Connor Mechanical | | | | | | | 200.00 | 79% | 2,980.00 | 125.00 |
| 808 | 22 | 3000 | 550 | Plumbing Equipment | 490.00 | L | MJ O'Connor Mechanical | | | 200.00 | | | | 200.00 | 41% | 290.00 | 10.00 |
| 809 | 23 | 0593 | 550 | TAB for HVAC | 3,935.00 | L | MJ O'Connor Mechanical | | | | | | | 0.00 | 0% | 3,935.00 | 0.00 |
| 810 | 23 | 0713 | 550 | Duct Insulation | 760.00 | M | MJ O'Connor Mechanical | | | | | | | 362.00 | 48% | 398.00 | 18.00 |
| 811 | 23 | 0713 | 550 | Duct Insulation | 1,445.00 | L | MJ O'Connor Mechanical | | | | | | | 0.00 | 0% | 1,445.00 | 0.00 |
| 812 | 23 | 0993 | 550 | Sequence of Operation for HVAC | 975.00 | M | MJ O'Connor Mechanical | | | | | | | 0.00 | 0% | 975.00 | 0.00 |
| 813 | 23 | 0993 | 550 | Sequence of Operation for HVAC | 840.00 | L | MJ O'Connor Mechanical | | | | | | | 0.00 | 0% | 840.00 | 0.00 |
| 814 | 23 | 1223 | 550 | Facility Natural Gas Piping | 3,715.00 | M | MJ O'Connor Mechanical | | | | | | | 642.34 | 17% | 3,072.66 | 32.12 |
| 815 | 23 | 1223 | 550 | Facility Natural Gas Piping | 7,705.00 | L | MJ O'Connor Mechanical | | | | | | | 125.00 | 2% | 7,580.00 | 6.25 |
| 816 | 23 | 2300 | 550 | Refrigerant Piping | 1,340.00 | M | MJ O'Connor Mechanical | | | | | | | 0.00 | 0% | 1,340.00 | 0.00 |
| 817 | 23 | 2300 | 550 | Refrigerant Piping | 1,010.00 | L | MJ O'Connor Mechanical | | | | | | | 0.00 | 0% | 1,010.00 | 0.00 |
| 818 | 23 | 3100 | 550 | HVAC Ducts and Casings | 5,465.00 | M | MJ O'Connor Mechanical | | | | | | | 5,365.00 | 100% | 0.00 | 795.25 |
| 819 | 23 | 3100 | 550 | HVAC Ducts and Casings | 6,360.00 | L | MJ O'Connor Mechanical | | | 4,820.00 | | | | 4,820.00 | 92% | 1,540.00 | 281.00 |
| 820 | 23 | 3300 | 550 | Air Duct Accessories | 1,390.00 | M | MJ O'Connor Mechanical | | | | | | | 700.00 | 50% | 690.00 | 35.00 |
| 821 | 23 | 3300 | 550 | Air Duct Accessories | 1,340.00 | L | MJ O'Connor Mechanical | | | | | | | 600.00 | 45% | 740.00 | 30.00 |
| 822 | 23 | 3423 | 550 | HVAC Power Ventilators | 8,190.00 | M | MJ O'Connor Mechanical | | | | | | | 8,050.00 | 98% | 140.00 | 462.50 |
| 823 | 23 | 3700 | 550 | HVAC Power Ventilators | 1,305.00 | L | MJ O'Connor Mechanical | | | 500.00 | | | | 500.00 | 33% | 1,405.00 | 35.00 |
| 824 | 23 | 3700 | 550 | HVAC Power Ventilators | 1,170.00 | M | MJ O'Connor Mechanical | | | | | | | 1,170.00 | 100% | 0.00 | 52.50 |
| 825 | 23 | 3700 | 550 | Air Outlets and Inlets | 600.00 | L | MJ O'Connor Mechanical | | | | | | | 0.00 | 0% | 600.00 | 0.00 |
| 826 | 23 | 6213 | 550 | Packaged Air Cooled Condensers | 2,670.00 | M | MJ O'Connor Mechanical | | | | | | | 7,380.00 | 95% | 384.00 | 364.50 |
| 827 | 23 | 6213 | 550 | Packaged Air Cooled Condensers | 510.00 | L | MJ O'Connor Mechanical | | | 125.00 | | | | 125.00 | 25% | 385.00 | 8.25 |
| 828 | 23 | 7433 | 550 | Packaged Make Up Air Units | 38,040.00 | M | MJ O'Connor Mechanical | | | | | | | 29,176.00 | 77% | 8,864.00 | 1,452.00 |
| 829 | 23 | 7433 | 550 | Packaged Make Up Air Units | 1,665.00 | L | MJ O'Connor Mechanical | | | 830.00 | | | | 830.00 | 50% | 835.00 | 41.50 |
| 830 | 23 | 8143 | 550 | Terminal Heat Transfer Units | 11,375.00 | M | MJ O'Connor Mechanical | | | | | | | 9,196.00 | 82% | 2,179.00 | 464.00 |
| 831 | 23 | 8101 | 550 | Terminal Heat Transfer Units | 505.00 | L | MJ O'Connor Mechanical | | | 252.50 | | | | 252.50 | 50% | 252.50 | 12.50 |
| 832 | 23 | 8127 | 550 | Solid Systems AC Units | 7,670.00 | M | MJ O'Connor Mechanical | | | | | | | 6,820.18 | 89% | 849.82 | 341.01 |
| 833 | 23 | 8127 | 550 | Solid Systems AC Units | 555.00 | L | MJ O'Connor Mechanical | | | | | | | 0.00 | 0% | 555.00 | 0.00 |
| 834 | 26 | 0000 | 550 | Solids Processing Building | 39,700.00 | M | CEC Electric | | | 6,570.00 | | | | 12,170.00 | 31% | 27,530.00 | 608.50 |
| 835 | 26 | 0000 | 550 | Solids Processing Building | 84,200.00 | L | CEC Electric | | | 10,500.00 | | | | 10,500.00 | 12% | 73,700.00 | 1,812.50 |
| 836 | 26 | 0000 | 550 | Lighting | 20,430.00 | M | CEC Electric | | | | | | | 14,063.99 | 73% | 5,466.01 | 749.20 |
| 837 | 26 | 0000 | 550 | Lighting | 3,785.00 | L | CEC Electric | | | | | | | 1,950.00 | 52% | 1,835.00 | 47.50 |
| 838 | 26 | 0000 | 550 | Lighting Protection | 5,560.00 | M | CEC Electric | | | 2,000.00 | | | | 2,000.00 | 36% | 3,560.00 | 100.00 |

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| CONTINUATION SHEET | | | | | | | | | | Application No. 23 | | PER TO: April 30, 2023 | | ENGINEER'S PROJECT NO. 6-66 | | | | | |
|--------------------|------|-------------------------|-----|---|-----|-----------|---|---------------------|----|--------------------|----|------------------------|----|-----------------------------|----|-------------------|----|-----------|----|
| | | Build No. | | Newly Added | | SCHEDULED | | WORK COMPLETED----- | | MATERIALS STORED | | TOTAL COMPL & STORED | | % Complete | | BALANCE TO FINISH | | RETAINAGE | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 891 | 22 | 1005 | 570 | Plumbing Piping | | | | | | | | | | | | | | | |
| 892 | 22 | 1006 | 570 | Plumbing Piping Specialties | M | M | M | M | M | M | M | M | M | M | M | M | M | M | M |
| 893 | 22 | 1006 | 570 | Plumbing Piping Specialties | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L |
| 894 | 22 | 3000 | 570 | Plumbing Equipment | M | M | M | M | M | M | M | M | M | M | M | M | M | M | M |
| 895 | 22 | 3000 | 570 | Plumbing Equipment | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L |
| 896 | 23 | 0593 | 570 | TAB for HVAC | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L |
| 897 | 23 | 0993 | 570 | Sequence of Operation for HVAC | M | M | M | M | M | M | M | M | M | M | M | M | M | M | M |
| 898 | 23 | 0993 | 570 | Sequence of Operation for HVAC | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L |
| 899 | 23 | 3100 | 570 | HVAC Ducts and Casings | M | M | M | M | M | M | M | M | M | M | M | M | M | M | M |
| 900 | 23 | 3100 | 570 | HVAC Ducts and Casings | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L |
| 901 | 23 | 3300 | 570 | Air Duct Accessories | M | M | M | M | M | M | M | M | M | M | M | M | M | M | M |
| 902 | 23 | 3300 | 570 | Air Duct Accessories | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L |
| 903 | 23 | 3423 | 570 | HVAC Power Ventilators | M | M | M | M | M | M | M | M | M | M | M | M | M | M | M |
| 904 | 23 | 3423 | 570 | HVAC Power Ventilators | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L |
| 905 | 23 | 3700 | 570 | Air Outlets and Inlets | M | M | M | M | M | M | M | M | M | M | M | M | M | M | M |
| 906 | 23 | 3700 | 570 | Air Outlets and Inlets | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L |
| 907 | 23 | 8101 | 570 | Terminal Heat Transfer Units | M | M | M | M | M | M | M | M | M | M | M | M | M | M | M |
| 908 | 23 | 8101 | 570 | Terminal Heat Transfer Units | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L |
| 909 | 22 | 0523 | 570 | Process Valves | M | M | M | M | M | M | M | M | M | M | M | M | M | M | M |
| 910 | 26 | 0000 | 570 | Biosolids Pumping Building | M | M | M | M | M | M | M | M | M | M | M | M | M | M | M |
| 911 | 26 | 0000 | 570 | Biosolids Pumping Building | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L |
| 912 | 26 | 0000 | 570 | Lighting | M | M | M | M | M | M | M | M | M | M | M | M | M | M | M |
| 913 | 26 | 0000 | 570 | Lighting | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L |
| 914 | 26 | 0000 | 570 | Lighting Protection | M | M | M | M | M | M | M | M | M | M | M | M | M | M | M |
| 915 | 31 | 1000 | 570 | Excavation | M | M | M | M | M | M | M | M | M | M | M | M | M | M | M |
| 916 | 31 | 1000 | 570 | Excavation | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L |
| 917 | 43 | 2137 | 570 | Chopper Pumps | M | M | M | M | M | M | M | M | M | M | M | M | M | M | M |
| 918 | 43 | 2137 | 570 | Chopper Pumps | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L |
| 919 | 580 | Biosolids Storage Tanks | | | | | | | | | | | | | | | | | |
| 920 | 03 | 0000 | 580 | Rebar | M/L | M | M | M | M | M | M | M | M | M | M | M | M | M | M |
| 921 | 03 | 0000 | 580 | Concrete | M | M | M | M | M | M | M | M | M | M | M | M | M | M | M |
| 922 | 03 | 0000 | 580 | Footings/Piers | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L |
| 923 | 03 | 0000 | 580 | SOG | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L |
| 924 | 03 | 0000 | 580 | Round Piers | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L |
| 925 | 09 | 9000 | 580 | Paints and Coatings | M/L | M | M | M | M | M | M | M | M | M | M | M | M | M | M |
| 926 | 22 | 0000 | 580 | Underslab Sludge | M | M | M | M | M | M | M | M | M | M | M | M | M | M | M |
| 927 | 22 | 0000 | 580 | Underslab Sludge | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L |
| 928 | 22 | 0000 | 580 | Sludge Mixing | M | M | M | M | M | M | M | M | M | M | M | M | M | M | M |
| 929 | 22 | 0000 | 580 | Sludge Mixing | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L |
| 930 | 22 | 0000 | 580 | Overflow & Decant | M | M | M | M | M | M | M | M | M | M | M | M | M | M | M |
| 931 | 22 | 0000 | 580 | Overflow & Decant | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L |
| 932 | 22 | 0000 | 580 | Pump Section | M | M | M | M | M | M | M | M | M | M | M | M | M | M | M |
| 933 | 22 | 0000 | 580 | Pump Section | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L |
| 934 | 22 | 0000 | 580 | Sludge Loadout Station | M | M | M | M | M | M | M | M | M | M | M | M | M | M | M |
| 935 | 22 | 0000 | 580 | Sludge Loadout Station | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L |
| 936 | 0000 | 580 | | Insulation | M | M | M | M | M | M | M | M | M | M | M | M | M | M | M |
| 937 | 22 | 0523 | 580 | Process Valves | M | M | M | M | M | M | M | M | M | M | M | M | M | M | M |
| 938 | 31 | 1000 | 580 | Excavation | M | M | M | M | M | M | M | M | M | M | M | M | M | M | M |
| 939 | 31 | 1000 | 580 | Excavation | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L |
| 940 | 33 | 3613 | 580 | Bolted Steel Wastewater Storage Tank | M | M | M | M | M | M | M | M | M | M | M | M | M | M | M |
| 941 | 33 | 3613 | 580 | Bolted Steel Wastewater Storage Tank/Stairways/Platform | M/L | M | M | M | M | M | M | M | M | M | M | M | M | M | M |
| 942 | 33 | 3613 | 580 | Bolted Steel Wastewater Storage Tank | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L |

| CONTINUATION SHEET | | | | | | | | | |
|--------------------|------|-------|----------------------------|----------------------|----------------------------|------------------|------------------------|---------------|-------------------|
| 1 | | | Application No. 23 | | PER. TO: April 30, 2023 | | ENGINEER'S PROJECT NO. | | |
| 2 | | | APPL. DATE: April 30, 2023 | | WORK COMPLETED THIS PERIOD | | TOTAL COMPLETED | | RETAINAGE |
| 3 | Spec | Build | SCHEDULED | | PREV APPL | MATERIALS STORED | | % Complete | BALANCE TO FINISH |
| 4 | Sec. | N.O. | | | | | | | |
| 943 | 46 | 4121 | 580 | Jet Mixing Equipment | | 208,880.00 | 198,436.00 | 95% | 9,921.80 |
| 944 | 46 | 4121 | 580 | Jet Mixing Equipment | | 3,500.00 | 0.00 | 0% | 0.00 |
| 945 | | | | | | | | | |
| 946 | | | | | | | | | |
| 947 | | | | | | | | | |
| 948 | | | | | | 0.00 | | | |
| | | | Original Contract tot | | 35,850,000.00 | 19,261,594.45 | 825,560.05 | 26,020,498.66 | 73% |
| | | | | | | | | 9,829,501.35 | 1,301,024.93 |

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| CONTINUATION SHEET | | | | | | | | | |
|--------------------|---|----------------|-------|-------------|----------------------------|----------------|------------------------|------------------------|------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| | | Spec | Build | Nevada WWTF | Application No. 23 | April 30, 2023 | PER TO: April 30, 2023 | ENGINEER'S PROJECT NO. | 0-60 |
| | | 4 Sec. | NO. | | APPL. DATE: April 30, 2023 | | | | |
| | | SUPPLIER | | SCHEDULED | | WORK COMPLETED | | MATERIALS | |
| | | SUB CONTRACTOR | | | | PREV. APPL. | | STORED | |
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P. 64

PARTIAL WAIVER OF LIEN

Application No. 23

STATE OF ILLINOIS}
 } ss.
 PEORIA COUNTY }

April 30, 2023**TO ALL WHOM IT MAY CONCERN:**

WHEREAS, we the undersigned, WILLIAMS BROTHERS CONSTRUCTION INC. have been employed by
 City of Nevada to furnish labor and/or material for the building known as:

Nevada Wastewater Treatment Facilities

Situated on Lot:

62512 270th Street
 Nevada, IA 50201

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

NOW, THEREFORE, KNOW YE That the undersigned, for and in consideration of Seven Hundred Sixteen
Thousand Six Hundred One and 11/100 \$716,601.11 Dollars,
 and other good and valuable considerations, the receipt whereof is hereby acknowledged, do we hereby
 waive and release any and all lien or claim or right of lien on said above described building and premises
 under the Statutes of the State of Iowa relating to Mechanic's Liens, on account of labor or materials, or
 both, furnished by the undersigned to or on account of the said City of Nevada
 for said building or premises up to and including the day of April 30, 2023

GIVEN under our hands and sealed this day and year first above written.

WILLIAMS BROTHERS CONSTRUCTION INC. (SEAL)

Subscribed and sworn to before me this April 30, 2023

Notary Public:

By:

Jacob Lee, Accountant

(SEAL)





Phone: 712-322-0308
Fax: 712-323-7575

Number: 2117401
Page: 1
Date: 4/11/2023

Sold To: Williams Brothers Const.
P.O. Box 1366
Peoria, IL 61654

Ship To: WWTP Phase 2
Nevada, IA
P.O. #2779-542

Reference - P.O. # 21174 Customer No. 6511 Salesperson Ship Via Terms Code N30

| Description/Comments | Amount |
|---|----------|
| 21174 TP Toilet Partitions | 2,463.00 |
| Due Date 5/11/2023 Amount Due 2,463.00 Disc. Date Disc. Amount 0.00 | |
| Line 190 | |

Remit To:
EPCO Ltd, Inc
1159 E Pierce Street
Council Bluffs, IA 51503

Subtotal before taxes 2,463.00
Total taxes 0.00
Total amount 2,463.00
Payment received 0.00
Discount taken 0.00
Amount due 2,463.00

Invoice

Iowa Insulation Inc
Nevada, Iowa 50201

Invoice

Date 4/12/2023 Invoice # 4-23-TL202

Customer Information

MJ O'Connor, Inc
1507 14th St NE
Austin, MN 55912

P.O. Number 28800 Project Nevada WWTP

| Description | Total |
|---|-------|
| Mechanical Insulation for Nevada WWTP - \$26,850.00 | |
| Balance of Contract Remaining - \$20,230.50 | |
| Amount of this Invoice 3,750.00 | |
| 5% retainage -167.50 | |
| Balance of Contract as of TODAY - \$16,480.50 | |
| Retainage Withheld to Date - \$518.48 | |
| Sales Tax 0.00 | |
| Total \$3,562.50 | |
| Payments Applied \$0.00 | |
| Balance Due \$3,562.50 | |

Phone #

515-382-5507

J&K CONTRACTING LLC

INVOICE

Invoice No.: 20250035-000
Date: 12/08/2021
Page: 2 of 3

| Product No. | Description | Ordered | Shipped | B/O | UOM | Unit Price | Estimate |
|--------------|--|---------|---------|-----|----------|------------|----------|
| 18MJ120DIL | 12" X 8" DI MJ REDUCER U/ACC SSB | 1 | 0 | 1 | EA | 372.04 | 0.00 |
| 90MJ100DIL | 10" DI MJ 90 ELBOW U/ACC SSB | 5 | 0 | 5 | EA | 94.20 | 0.00 |
| PLMJ100DIL | 10" DI MJ PLUG | 2 | 0 | 2 | EA | 96.63 | 0.00 |
| TEMJ100DIL | 10" DI MJ TEE U/ACC SSB | 3 | 0 | 3 | EA | 125.00 | 0.00 |
| 18EB100DIL | 18" DI MJ 90 ELBOW REDUCER U/ACC SSB | 1 | 0 | 1 | EA | 96.86 | 0.00 |
| 11MJ100DIL | 11" DI MJ 11-1/4 ELL SSB U/ACC | 3 | 0 | 3 | EA | 115.06 | 0.00 |
| 18MJ100DIL | 18" DI MJ 45 ELL U/ACC SSB | 2 | 0 | 2 | EA | 1282.04 | 0.00 |
| 90MJ100DIL | 10" DI MJ 90 ELL U/ACC | 2 | 0 | 2 | EA | 1699.20 | 0.00 |
| 90MJ100DIL | 10" DI MJ 90 ELL U/ACC | 5 | 0 | 5 | EA | 3424.10 | 0.00 |
| CP24DIL | 24" DI CAP U/ACC SSB | 1 | 0 | 1 | EA | 1127.10 | 0.00 |
| 90MJ100DIL | 10" DI MJ 90 ELBOW U/ACC SSB | 5 | 0 | 5 | EA | 376.71 | 0.00 |
| 48MJ100DIL | 10" DI MJ 45 ELBOW U/ACC SSB | 7 | 0 | 7 | EA | 249.99 | 0.00 |
| 22MJ100DIL | 10" DI MJ 22-1/2 ELL SSB U/ACC | 1 | 0 | 1 | EA | 241.77 | 0.00 |
| 11MJ100DIL | 10" DI MJ 11-1/4 ELL SSB U/ACC | 1 | 0 | 1 | EA | 252.50 | 0.00 |
| 90MJ200DIL | 20" DI MJ 90 ELL U/ACC | 3 | 2 | 1 | EA | 2106.63 | 4,333.66 |
| 48MJ200DIL | 20" DI MJ 45 ELL U/ACC SSB | 12 | 0 | 12 | EA | 1480.63 | 0.00 |
| PLMJ200DIL | 20" DI MJ PLUG | 1 | 0 | 1 | EA | 1188.67 | 0.00 |
| TEMJ180DIL | 18" DI MJ TEE U/ACC SSB | 1 | 0 | 1 | EA | 2844.46 | 0.00 |
| PLMJ180DIL | 18" DI MJ PLUG | 1 | 0 | 1 | EA | 947.15 | 0.00 |
| WYWM100DIL | 10" DI MJ WYE U/ACC SSB | 1 | 0 | 1 | EA | 191.60 | 0.00 |
| D8303142 | 30" DI MJ 90 DEG ELBOW U/ACC AIS DOMESTIC | 1 | 0 | 1 | EA | 5500.00 | 0.00 |
| D8303143 | 30" DI MJ X PE 90 DEG ELBOW U/ACC AIS DOMESTIC C110 | 1 | 0 | 1 | EA | 12000.00 | 0.00 |
| D8303144 | 30" X24" DI MJ WYE U/ACC AIS DOMESTIC C110 | 1 | 0 | 1 | EA | 34000.00 | 0.00 |
| D8303146 | 30" DI MJ 11-1/4 DEG ELBOW U/ACC AIS DOMESTIC | 2 | 2 | EA | 3400.00 | 6,800.00 | |
| D8303146 | 30" X 14" DI MJ CROSS U/ACC AIS DOMESTIC | 1 | 1 | EA | 16000.00 | 16,000.00 | |
| BIT Code: 80 | ** D83 #3 - SPECIAL ORDER - NO RETURN ** | 1 | 1 | | | .00 | 0.00 |
| D9003147 | 30" X 24" DI MJ REDUCER U/ACC AIS DOMESTIC | 1 | 0 | 1 | EA | 2800.00 | 0.00 |
| D9003148 | 24" X 18" DI MJ REDUCER U/ACC AIS DOMESTIC | 1 | 0 | 1 | EA | 1400.00 | 0.00 |
| D9003149 | 18" X 14" DI MJ REDUCER U/ACC AIS DOMESTIC | 1 | 0 | 1 | EA | 800.00 | 0.00 |
| D9003150 | 20" X 18" DI MJ REDUCER U/ACC AIS DOMESTIC | 2 | 0 | 2 | EA | 500.00 | 0.00 |

PAGE ONE OF 2 PAGES

APPLICATION # 3 DISTRIBUTION TO: PROJECT NOS: 28800 CONTRACT DATE: 06/08/23

Owner: MJ O'Connor, Inc
Contractor: J&K CONTRACTING LLC

Contractor's Application for Payment

1. ORIGINAL CONTRACT SUM: \$26,850.00
2. Net change by Change Order: \$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2): \$26,850.00
4. TOTAL COMPLETED & STORED TO DATE: \$10,359.50
5. RETAINAGE: \$16,490.50

6. TOTAL EARNED LESS RETAINAGE: \$10,359.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT: \$0.00
8. BALANCE TO BE PAID (Line 5 - Line 7): \$10,359.50

9. BALANCE TO BE PAID INCLUDING RETAINAGE: \$16,490.50

10. TOTAL AMOUNT DUE: \$16,490.50

11. TOTAL AMOUNT PAID: \$0.00

12. TOTAL AMOUNT DUE: \$16,490.50

13. TOTAL AMOUNT PAID: \$0.00

14. TOTAL AMOUNT DUE: \$16,490.50

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99. TOTAL AMOUNT PAID: \$0.00

100. TOTAL AMOUNT DUE: \$16,490.50

CONTINUATION SHEET
ATTACHMENT TO PAY APPLICATION

Page 2 of 3 Pages

APPLICATION DATE: 04/13/23
PERIOD TO: 30-Apr-23
ARCHITECT'S PROJECT NO: 28000

PROJECT:
Nevada WWTP

| A | B | C | D | E | F | G | H | I |
|------------------|---------------------------------------|----------------|-----------------------------------|------------------------------------|----------------------------------|--|-------|---------------------------|
| Item No. | Description of Work | Subtotal Value | From Previous Application (P + E) | Work Completed This Period (D + E) | Materials Stored Not in (D or E) | Total Completed And Stored To Date (D + E + F) | (GOC) | Finishing (F) (P + E + F) |
| 1 | Admin Bldg - Plumbing Labor | 3,890.00 | 1,540.00 | 500.00 | ✓ | 2,350.00 | 67% | 1,540.00 |
| 2 | Admin Bldg - HVAC Labor | 1,650.00 | 825.00 | 400.00 | ✓ | 1,250.00 | 74% | 825.00 |
| 3 | Admin Bldg - HVAC Material | 1,650.00 | 500.00 | 250.00 | ✓ | 750.00 | 71% | 500.00 |
| 4 | Headworks - Plumbing Labor | 1,650.00 | 225.00 | 250.00 | ✓ | 475.00 | 60% | 225.00 |
| 5 | Headworks - Plumbing Material | 1,100.00 | 550.00 | 550.00 | ✓ | 550.00 | 50% | 550.00 |
| 6 | Headworks - HVAC Labor | 2,440.00 | 1,310.00 | 655.00 | ✓ | 1,965.00 | 60% | 1,310.00 |
| 7 | Headworks - HVAC Material | 1,310.00 | 655.00 | 655.00 | ✓ | 655.00 | 50% | 655.00 |
| 8 | Secondary Treatment - Piping Labor | 2,830.00 | 1,470.00 | 735.00 | ✓ | 1,005.00 | 35% | 1,470.00 |
| 9 | Secondary Treatment - HVAC Labor | 1,470.00 | 735.00 | 735.00 | ✓ | 735.00 | 50% | 735.00 |
| 10 | Secondary Treatment - HVAC Material | 1,820.00 | 390.00 | 390.00 | ✓ | 390.00 | 50% | 390.00 |
| 11 | UV Disinfection - Plumbing Labor | 1,550.00 | 775.00 | 1,000.00 | ✓ | 1,000.00 | 65% | 775.00 |
| 12 | UV Disinfection - HVAC Labor | 1,550.00 | 412.50 | 412.50 | ✓ | 412.50 | 50% | 412.50 |
| 13 | UV Disinfection - HVAC Material | 825.00 | 412.50 | 412.50 | ✓ | 412.50 | 50% | 412.50 |
| 14 | Buildings Processing - Plumbing Labor | 1,600.00 | 800.00 | 425.00 | ✓ | 1,225.00 | 38% | 800.00 |
| 15 | Buildings Processing - HVAC Labor | 1,375.00 | 687.50 | 343.75 | ✓ | 1,031.25 | 50% | 687.50 |
| 16 | Buildings Processing - HVAC Material | 725.00 | 362.50 | 362.50 | ✓ | 362.50 | 50% | 362.50 |
| 17 | Buildings Processing - HVAC Labor | 725.00 | 362.50 | 362.50 | ✓ | 362.50 | 50% | 362.50 |
| 18 | Buildings Processing - HVAC Material | 725.00 | 362.50 | 362.50 | ✓ | 362.50 | 50% | 362.50 |
| 19 | Buildings Processing - HVAC Labor | 725.00 | 362.50 | 362.50 | ✓ | 362.50 | 50% | 362.50 |
| 20 | Buildings Processing - HVAC Material | 725.00 | 362.50 | 362.50 | ✓ | 362.50 | 50% | 362.50 |
| 21 | Buildings Processing - HVAC Labor | 725.00 | 362.50 | 362.50 | ✓ | 362.50 | 50% | 362.50 |
| 22 | Buildings Processing - HVAC Material | 725.00 | 362.50 | 362.50 | ✓ | 362.50 | 50% | 362.50 |
| 23 | Buildings Processing - HVAC Labor | 725.00 | 362.50 | 362.50 | ✓ | 362.50 | 50% | 362.50 |
| 24 | Buildings Processing - HVAC Material | 725.00 | 362.50 | 362.50 | ✓ | 362.50 | 50% | 362.50 |
| 25 | Buildings Processing - HVAC Labor | 725.00 | 362.50 | 362.50 | ✓ | 362.50 | 50% | 362.50 |
| 26 | Buildings Processing - HVAC Material | 725.00 | 362.50 | 362.50 | ✓ | 362.50 | 50% | 362.50 |
| 27 | Buildings Processing - HVAC Labor | 725.00 | 362.50 | 362.50 | ✓ | 362.50 | 50% | 362.50 |
| 28 | Buildings Processing - HVAC Material | 725.00 | 362.50 | 362.50 | ✓ | 362.50 | 50% | 362.50 |
| SUBTOTALS PAGE 2 | | 26,890.00 | 6,818.50 | 3,760.00 | | 10,578.50 | 39% | 10,400.00 |
| | | | | | | | | \$16.48 |

PROLINE
DIST.

Invoice
#INV50659
4/14/2023

Bill To
MJ O'Connor, Inc
PO Box 606
Austin MN 55912
United States

WO # 170-15880

Ship To
MJ O'Connor, Inc
1507 NE 14th St
Austin MN 55912
United States

Terms
Net 30

Due Date
5/14/2023

PO #

Sales Rep
Jason D Jacobs

Shipping Method
Pick Up

Location
Austin

| Quantity | Units | Item | Customer Part No. | Rate | Amount |
|----------|-------|---|-------------------|---------|------------|
| 1 | EA | ZF1042 Nebo Slim Mini Work Flashlight | | \$19.99 | \$19.99 |
| 6 | EA | QMARK25 Milwaukee Inkzall Marker | | \$1.62 | \$9.72 |
| 50 | EA | USAT510 3/8 x 6" Threaded Rod S/S DOMESTIC | | \$20.28 | \$1,014.00 |
| 1 | | Freight/Shipping | | \$80.00 | \$80.00 |

Remit To:
S10 10th St. NE
Austin MN 55912
United States
507-433-1400

We appreciate your business. Thank you!
Returns are not accepted after 90 days. Special orders are non-returnable.

Tax Total
(7.875%)

Due Date: 5/14/2023

Subtotal \$1,123.71
Total \$1,212.20



1 of 1



Vertiv Corporation
505 N Cleveland Avenue
WESTERVILLE OH 43082
1-614-488-0248
www.vertiv.com DUNS# 004309847
CAGE CODE# 18DC2
Tax Registration Number: 31-0715256

INVOICE

Invoice No. 13198878
Invoice Date 29-MAR-2023
Due Date 28-APR-2023
Customer Account No. 651215

BILLED TO: 651215

SHIP TO / INSTALL AT: 651215

4033 1 AB 0.567 10246X 1033W 010603137185 82 P6006065 0001:001

MJ O'CONNOR INC
1507 14TH ST NE
AUSTIN MN 55912-4001

WO # 170-15530

| PO Number / Contract Number | | PO Date | | Payment Terms | |
|--|----------|--------------|----------|----------------|-----------|
| 28904 | | 08/06/2021 | | NET30 | |
| Sales Office | | Order Number | | Delivery Terms | |
| Center Systems, Inc. | | 1046563 | | FOBO-124165 | |
| Item Number - Description | Quantity | Net Price | Tax Rate | Tax Amount | Amount |
| End User: CITY OF NEVADA 82521 270th St Nevada, IA 50201 US | | | | | |
| MT030HE1P009GC - MiniMate Variable Capacity Serial Numbers: Y22M001207.Y22M001256 Customer Reference AC-1202, 4286 Carrier: ABF Freight BOL Number: 129842840 FRT | 2 EA | | | | 10,452.76 |
| Weight: 1572 LB Shipping Date: 12/09/2022 | | | | | |
| SWCMTS036EL - 2nd Thru 5th Year Compressor Extended Warranty (Replacement Compressor) - 2 MiniMate Variable Capacity - Duration1: 48 MON | 2 | | | | |
| TML-FS-SERV - Configured Service - Full Contract - 2 MiniMate Variable Capacity - Duration1: 24 MON | 2 | | | | |
| WV-3HR - 3Warranty/inspNoLsbCoverage | 2 EA | | | | |
| PPD037A-PL1 - SYS.CNDRS 3.0T 230/60V1 Serial Numbers: Y23C003092 Carrier: ABF Freight BOL Number: 129896345 FRT | 1 EA | | | | |
| Weight: 371 LB Shipping Date: 03/20/2023 | | | | | |
| PPD037A-PL1 - SYS.CNDRS 3.0T 230/60V1 Serial Numbers: Y23C004482 Carrier: ABF Freight BOL Number: 129896259 FRT | 1 EA | | | | |
| Weight: 401 LB Shipping Date: 03/29/2023 | | | | | |

NOTICE: This order between the Parties is limited to Seller's Terms located at <https://www.vertiv.com/en-us/about/terms-conditions-of-sale> unless a formal agreement governing the Order has been executed by the Parties, in which case the Terms of the signed agreement shall govern. Seller hereby objects to all Buyer's terms and conditions received by Seller and/or issued by Buyer. Please note our standard process for communicating Verity level account changes will be done only via written communication on Verity company letterhead and not by email/phone contact. Should you receive any such request for change - please contact us immediately. Residents of California are encouraged to read Seller's Privacy Notice for Customers and Suppliers - California available at www.vertiv.com/na-privacy.

| | | | |
|----------|--|---------------------|-----------|
| Bill To: | Vertiv Corporation PO Box 79474 Chicago IL 60673 United States austin@vertiv.com | Currency: | USD |
| | | Subtotal: | 20,605.40 |
| | | Freight & Handling: | 6.00 |
| | | Tax: | 351.90 |
| | | Total Due: | 21,267.30 |



▶ 5525 Merle Hay Road | Suite 200
Johnston, IA 50131
Main 515.278.2613 / Fax 713.965.0044
▶ HRGREEN.COM

May 3rd, 2023

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

Re: Nevada WWTF Improvements – Phase 4: Recommendation on Contractor's Application for Payment No. 8

Dear Jordan:

Attached is an electronic copy of Payment Application No. 8 from OnTrack Construction, LLC for the Nevada WWTF Improvements – Phase 4 project. Items included in this application are summarized as follows:

- **Division 01 – General Requirements:** Payment requested for an additional 25% of mobilization for 100% payment made to date. Payment requested for an additional 10% of construction survey for 85% payment to date.
- **Division 02 – Earthwork:** Payment requested for remaining clearing and grubbing.
- **Division 04 – Sewers and Drains:** Payment requested for 4 LF of 8" sewer installed at MH-130. Payment requested for remaining 15" normal and deep bury sewer with 1% payment withheld until all testing is completed. Payment requested for additional 3,333 LF of 30" trunk sewer installation, including remaining payment for sections of trunk sewer previously partially paid for due to missing or failing compaction tests. All compaction tests have passed to date of this pay application along the 30" trunk sewer. Payment requested for all except 200 LF of open cut force main installation. Payment requested for remaining installation of trenchless force main installation with 1% payment withheld until all testing is completed. Payment made for remaining trenchless casing pipe installation except for work required to pull final carrier pipes through previously installed casings.
- **Division 05 – Appurtenances:** Payment requested for installation of (1) 22.5 bend.
- **Division 06 – Structures for Sanitary & Storm Sewers:** Partial payment requested for installation of MH-130. Partial payment requested for installation of MH-55, 60, 65, and 70. Additional Partial Payment (45%) requested for installation of stilling structure for total payment of 70% to date. Installation of cover, fillet, lining, and backfilling remained at time of pay application.
- **Division 11 – Miscellaneous:** Payment requested for support of (3) utility crossings: 8" water main, electric at 6th street, and fiber at MH-130. Payment requested for installation of (4) handholes. Payment requested for installation of 1675 LF of 1.25" conduit.

The total for Pay Application No. 7 is \$850,995.62.

As of this Pay Application, OnTrack Construction, LLC has been paid \$5,942,281.47 or 80.1% of the contract. The total work completed and stored to date is 84.4% of the total contract which breaks down to work completed of 78.6% with the remainder in stored materials. As of this Pay Application, 70.6% of the time has been used. OnTrack



Construction, LLC, appears to be on schedule based on work completed and time remaining according to their pre-construction meeting schedule.

We have reviewed Payment Application No. 8 and find the requested items acceptable. We have verified that most all certified payroll records for the corresponding pay application period are received and conforming. Therefore, we recommend full payment of Payment Application No. 8 as submitted by OnTrack Construction, LLC. Please execute the pay application and distribute copies to all parties.

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

Sincerely,

HR GREEN, INC.

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

Michael Roth, P.E.
Project Manager

Cc: Kerin Wright, City Clerk (via email)
Harold See, WWTF Superintendant (via email)
Matt Runge, OnTrack Construction, LLC (via email)

J:\2016\160473.04\Construction\Payment\Pay_Estimates\8\lir-050323-WWTF Impr_Phase_4-Pay_Request_8_recommendation.docx

Contractor's Application for Payment

| | | | |
|----------------------------|---|----------------------------------|-----------|
| Owner: | City of Nevada | Owner's Project No.: | |
| Engineer: | HR Green | Engineer's Project No.: | 160473 |
| Contractor: | On Track Construction | Contractor's Project No.: | 2217NV |
| Project: | Nevada WWTF Improvements - Phase 4 | | |
| Contract: | Forcemain, Gravity Sewer & Fiber Installation | | |
| Application No.: | 8 | Application Date: | 4/24/2023 |
| Application Period: | From 3/28/2023 | to | 4/22/2023 |

| | |
|--|-----------------|
| 1. Original Contract Price | \$ 7,414,414.00 |
| 2. Net change by Change Orders | \$ - |
| 3. Current Contract Price (Line 1 + Line 2) | \$ 7,414,414.00 |
| 4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total) | \$ 6,255,033.13 |
| 5. Retainage | |
| a. 5% X \$ 5,824,941.55 Work Completed - Stored | \$ 291,247.08 |
| b. 5% X \$ 430,091.58 Stored Materials | \$ 21,504.58 |
| c. Total Retainage (Line 5.a + Line 5.b) | \$ 312,751.66 |
| 6. Amount eligible to date (Line 4 - Line 5.c) | \$ 5,942,281.47 |
| 7. Less previous payments (Line 6 from prior application) | \$ 5,091,285.85 |
| 8. Amount due this application | \$ 850,995.62 |
| 9. Balance to finish, including retainage (Line 3 - Line 6) | \$ 1,472,132.53 |

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: On Track Construction, LLC
 Signature: [Signature] Date: 5-2-23

| | |
|-----------------------------------|--------------------------|
| Recommended by Engineer | Approved by Owner |
| By: <u>[Signature]</u> | By: _____ |
| Title: <u>Project Manager</u> | Title: _____ |
| Date: <u>5/3/23</u> | Date: _____ |
| Approved by Funding Agency | |
| By: _____ | By: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

Progress Estimate - Unit Price Work

| | | |
|-------------|---|--------------------------------------|
| Owner: | City of Nevada | Contractor's Application for Payment |
| Engineer: | HR Green | Owner's Project No.: |
| Contractor: | On Track Construction | Engineer's Project No.: |
| Project: | Nevada WWTF Improvements - Phase 4 | Contractor's Project No.: |
| Contract: | Forcemain, Gravity Sewer & Fiber Installation | 2217NV |

| Application No.: | | 8 | Application Period: | | From | 03/28/23 | to | 04/22/23 | Application Date: | | | | 04/24/23 | | | | | |
|------------------|---|-------|---------------------|----------------------|-------|-----------------|------------|--------------------------------|---|--|---|--------------|----------|-------------|--|--|--------------------------------|--------------------------------|
| Bid Item No. | Description | C | D | Contract Information | | | F | Work Completed | | | I | J | K | L | | | | |
| | | | | Item Quantity | Units | Unit Price (\$) | | Value of Bid Item (C X E) (\$) | Estimated Quantity Incorporated in the Work | Value of Work Completed to Date (E X G) (\$) | | | | | Materials Currently Stored (not in G) (\$) | Work Completed and Materials Stored to Date (H + I) (\$) | % of Value of Item (J / F) (%) | Balance to Finish (F - J) (\$) |
| | | | | | | | | | | | | | | | | | | |
| 1 | MOBILIZATION | 1 | LS | | | | 255,000.00 | 255,000.00 | 1.00 | 255,000.00 | | 255,000.00 | 100% | - | | | | |
| 2 | CONSTRUCTION SURVEY | 1 | LS | | | | 17,750.00 | 17,750.00 | 0.85 | 15,087.50 | | 15,087.50 | 85% | 2,662.50 | | | | |
| 3 | CLEARING AND GRUBBING | 10 | AC | | | | 1,515.00 | 15,150.00 | 10.00 | 15,150.00 | | 15,150.00 | 100% | - | | | | |
| 4 | TOP SOIL, ONSITE | 54000 | CY | | | | 4.00 | 216,000.00 | 27,000.00 | 108,000.00 | | 108,000.00 | 50% | 108,000.00 | | | | |
| 5 | SUBGRADE PREPARATION | 187 | SY | | | | 9.00 | 1,683.00 | | - | | - | 0% | 1,683.00 | | | | |
| 6 | SUBBASE, MODIFIED, 6" | 227 | TN | | | | 46.00 | 10,442.00 | | - | | - | 0% | 10,442.00 | | | | |
| 7 | ROCK REMOVAL | 10 | CY | | | | 435.00 | 4,350.00 | | - | | - | 0% | 4,350.00 | | | | |
| 8 | TRENCH FOUNDATION | 10 | TN | | | | 69.00 | 690.00 | | - | | - | 0% | 690.00 | | | | |
| 9 | CONCRETE ENCASEMENT | 10 | LF | | | | 550.00 | 5,500.00 | 10.00 | 5,500.00 | | 5,500.00 | 100% | - | | | | |
| 10 | SAN SEWER, GRAVITY MAIN, PVC, TRENCHED, 6" | 10 | LF | | | | 300.00 | 3,000.00 | 65.00 | 19,500.00 | | 19,500.00 | 650% | (16,500.00) | | | | |
| 11 | SAN SEWER, GRAVITY MAIN, PVC, TRENCHED, 8" | 10 | LF | | | | 300.00 | 3,000.00 | 4.00 | 1,200.00 | | 1,200.00 | 40% | 1,800.00 | | | | |
| 12 | SAN SEWER, GRAVITY MAIN, PVC, TRENCHED, 15", NORM BRY | 381 | LF | | | | 130.00 | 49,530.00 | 377.19 | 49,034.70 | | 49,034.70 | 99% | 495.30 | | | | |
| 13 | SAN SEWER, GRAVITY MAIN, PVC, TRENCHED, 15" DEEP BRY | 1092 | LF | | | | 240.00 | 262,080.00 | 1,081.08 | 259,459.20 | | 259,459.20 | 99% | 2,620.80 | | | | |
| 14 | TRUNK SEWER, GRAVITY MAIN, TRNCHED, 30" | 14824 | LF | | | | 169.00 | 2,505,256.00 | 11,024.00 | 1,863,056.00 | | 287,355.96 | 86% | 354,844.04 | | | | |
| 15 | TRUNK SEWER, GRAVITY MAIN, PVC, TRNCHED, 30" | 30 | LF | | | | 470.00 | 14,100.00 | 30.00 | 14,100.00 | | 14,100.00 | 100% | - | | | | |
| 16 | SAN OUTFALL SEWER, DIP, TRENCHED, 24" | 20 | LF | | | | 545.00 | 10,900.00 | | - | | - | 0% | 10,900.00 | | | | |
| 17 | SAN SEWER, FRC MN, AND GRAVITY SWR, RJ, PVC, 14" | 1906 | LF | | | | 147.00 | 280,182.00 | 1,706.00 | 250,782.00 | | 267,482.00 | 95% | 12,700.00 | | | | |
| 18 | SAN SEWER, FRC MN, TRENCHLESS, RJ, PVC, 14" | 6670 | LF | | | | 172.00 | 1,147,240.00 | 6,603.30 | 1,135,767.60 | | 1,135,767.60 | 99% | 11,472.40 | | | | |
| 19 | SAN SEWER, FRC MN, TRENCHLESS, RJ, PVC, 14", CAS | 1770 | LF | | | | 570.00 | 1,008,900.00 | 1,655.00 | 943,350.00 | | 1,000,720.00 | 99% | 8,180.00 | | | | |
| 20 | REMOVAL OF SAN SEWER, DIP, 6" | 10 | LF | | | | 115.00 | 1,150.00 | 10.00 | 1,150.00 | | 1,150.00 | 100% | - | | | | |
| 21 | REMOVAL OF SAN SEWER, VCP, 8" | 60 | LF | | | | 40.00 | 2,400.00 | | - | | - | 0% | 2,400.00 | | | | |
| 22 | REMOVAL OF SAN SEWER, VCP, 10" | 10 | LF | | | | 40.00 | 400.00 | | - | | - | 0% | 400.00 | | | | |
| 23 | REMOVAL OF SAN SEWER, VCP, 15" | 303 | LF | | | | 40.00 | 12,120.00 | 298.00 | 11,920.00 | | 11,920.00 | 98% | 200.00 | | | | |
| 24 | REMOVAL OF SAN SEWER OUTFALL, 24" DIP | 20 | LF | | | | 175.00 | 3,500.00 | | - | | - | 0% | 3,500.00 | | | | |
| 25 | SAN SEWER ABANDON, FILL, 8" VCP | 2075 | LF | | | | 15.00 | 31,125.00 | | - | | - | 0% | 31,125.00 | | | | |
| 26 | STORM SEWER TRENCHED, 12" RCP | 20 | LF | | | | 155.00 | 3,100.00 | | - | | - | 0% | 3,100.00 | | | | |
| 27 | REMOVAL OF STORM SEWER, RCP, 12' | 20 | LF | | | | 60.00 | 1,200.00 | | - | | - | 0% | 1,200.00 | | | | |
| 28 | 14" DI 11.25 BEND, RJ, MJ, BEND | 4 | EA | | | | 4,275.00 | 17,100.00 | 1.00 | 4,275.00 | | 5,415.84 | 57% | 7,409.16 | | | | |
| 29 | 14" DI 22 BEND, RJ, MJ, BEND | 4 | EA | | | | 4,275.00 | 17,100.00 | 4.00 | 17,100.00 | | 17,100.00 | 100% | - | | | | |
| 30 | 14" DI 45 BEND, RJ, MJ, BEND | 12 | EA | | | | 4,275.00 | 51,300.00 | 12.00 | 51,300.00 | | 51,300.00 | 100% | - | | | | |
| 31 | SAN SEWER MANHOLE, SW-301, 48" | 2 | EA | | | | 14,500.00 | 29,000.00 | 1.90 | 27,550.00 | | 27,550.00 | 95% | 1,450.00 | | | | |
| 32 | SAN SEWER MANHOLE, SW-301, 48" > 20' HEIGHT | 4 | EA | | | | 16,500.00 | 66,000.00 | 3.60 | 59,400.00 | | 59,400.00 | 90% | 6,600.00 | | | | |
| 33 | SAN SEWER MANHOLE, SW-303, 48" MODIFIED | 1 | EA | | | | 28,500.00 | 28,500.00 | 0.90 | 25,650.00 | | 25,650.00 | 90% | 2,850.00 | | | | |
| 34 | SAN SEWER MANHOLE, SW-301, 60" MODIFIED | 21 | EA | | | | 14,500.00 | 304,500.00 | 13.50 | 195,750.00 | | 258,998.78 | 85% | 45,500.22 | | | | |
| 35 | SAN SEWER MANHOLE, SW-301, 72" MODIFIED | 2 | EA | | | | 18,250.00 | 36,500.00 | 1.80 | 32,850.00 | | 32,850.00 | 90% | 3,650.00 | | | | |
| 36 | STILLING STRUCTURE | 1 | EA | | | | 247,769.00 | 247,769.00 | 0.70 | 173,438.30 | | 173,438.30 | 70% | 74,330.70 | | | | |
| 37 | REMOVE MANHOLE | 2 | EA | | | | 1,200.00 | 2,400.00 | 1.00 | 1,200.00 | | 1,200.00 | 50% | 1,200.00 | | | | |
| 38 | REMOVE MANHOLE, PARTIAL | 6 | EA | | | | 6,500.00 | 39,000.00 | | - | | - | 0% | 39,000.00 | | | | |
| 39 | EXTERNAL DROP CONNECTION | 2 | EA | | | | 22,500.00 | 45,000.00 | 2.00 | 45,000.00 | | 45,000.00 | 100% | - | | | | |
| 40 | CLASS A ROAD SURFACING | 113 | TN | | | | 63.00 | 7,119.00 | | - | | - | 0% | 7,119.00 | | | | |
| 41 | TEMP TRAFFIC CONTROL | 2 | EA | | | | 9,550.00 | 19,100.00 | 1.00 | 9,550.00 | | 9,550.00 | 50% | 9,550.00 | | | | |
| 42 | SEEDING, FERTILIZING, BFM MULCHING, TYPE-1 | 1 | AC | | | | 5,800.00 | 5,800.00 | | - | | - | 0% | 5,800.00 | | | | |
| 43 | SEEDING, FERTILIZING, BFM MULCHING, TYPE-2 | 10 | AC | | | | 5,555.00 | 55,550.00 | | - | | - | 0% | 55,550.00 | | | | |

it Price

EJCDC C-620 Contractor's Application for Payment
(c) 2018 National Society of Professional Engineers for EJCDC. All rights reserved.

Progress Estimate - Unit Price Work

| | | | |
|--------------------|---|----------------------------------|--------|
| Owner: | City of Nevada | Owner's Project No.: | |
| Engineer: | HR Green | Engineer's Project No.: | 160473 |
| Contractor: | On Track Construction | Contractor's Project No.: | 2217NV |
| Project: | Nevada WWTF Improvements - Phase 4 | | |
| Contract: | Forcemain, Gravity Sewer & Fiber Installation | | |

Contractor's Application for Payment

| Application No.: 8 | | Application Period: From 03/28/23 to 04/22/23 | | | | Application Date: 04/24/23 | | | | | | |
|--------------------|---|---|-------|-----------------|--------------------------------|---|--|--|--|--------------------------------|--------------------------------|--------------|
| A | B | C | D | E | F | G | H | I | J | K | L | |
| Bid Item No. | Description | Item Quantity | Units | Unit Price (\$) | Value of Bid Item (C X E) (\$) | Work Completed | | Materials Currently Stored (not in G) (\$) | Work Completed and Materials Stored to Date (H + I) (\$) | % of Value of Item (J / F) (%) | Balance to Finish (F - J) (\$) | |
| | | | | | | Estimated Quantity Incorporated in the Work | Value of Work Completed to Date (E X G) (\$) | | | | | |
| 44 | SEEDING, FERTILIZING, BFM MULCHING, TYPE-5 | 2 | AC | 4,050.00 | 8,100.00 | | - | | | - | 8,100.00 | |
| 45 | SWPPP MANAGEMENT | 1 | LS | 7,575.00 | 7,575.00 | 0.75 | 5,681.25 | | 5,681.25 | 75% | 1,893.75 | |
| 46 | FILTER SOCK INSTALLATION, MAINTENANCE, REMOVAL | 15000 | LF | 2.80 | 42,000.00 | | - | | | - | 42,000.00 | |
| 47 | SILT FENCE, INSTALL, MAINTENANCE, REMOVAL | 15000 | LF | 1.80 | 27,000.00 | 23,500.00 | 42,300.00 | | 42,300.00 | 157% | (15,300.00) | |
| 48 | STABILIZED CONSTRUCTION ENTRANCE | 8 | EA | 3,900.00 | 31,200.00 | 4.00 | 15,600.00 | | 15,600.00 | 50% | 15,600.00 | |
| 49 | REMOVAL/ REPLACE CHAIN FENCE, 6' W TYPE 1 BARB SA | 645 | LF | 35.00 | 22,575.00 | 150.00 | 5,250.00 | | 5,250.00 | 23% | 17,325.00 | |
| 50 | REMOVAL/ REINSTALL FIELD FENCE | 500 | LF | 56.00 | 28,000.00 | | - | | | - | 28,000.00 | |
| 51 | TEMP SECURITY FENCE, CHAIN LINK | 800 | LF | 7.00 | 5,600.00 | 320.00 | 2,240.00 | | 2,240.00 | 40% | 3,360.00 | |
| 52 | CONCRETE WASHOUT | 1 | EA | 2,525.00 | 2,525.00 | | - | | | - | 2,525.00 | |
| 53 | EXISTING UTILITY TEMP SUPPORT | 7 | EA | 3,750.00 | 26,250.00 | 4.00 | 15,000.00 | | 15,000.00 | 57% | 11,250.00 | |
| 54 | TILE REPAIR | 300 | LF | 65.00 | 19,500.00 | 410.00 | 26,650.00 | | 26,650.00 | 137% | (7,150.00) | |
| 55 | TEMP BYPASS PUMP MH-130 | 1 | EA | 41,500.00 | 41,500.00 | 0.50 | 20,750.00 | | 20,750.00 | 50% | 20,750.00 | |
| 56 | TEMP BYPASS PUMP MH-160 | 1 | EA | 49,000.00 | 49,000.00 | 0.50 | 24,500.00 | | 24,500.00 | 50% | 24,500.00 | |
| 57 | TEMP BYPASS PUMP OUTFALL SEWER | 1 | EA | 44,500.00 | 44,500.00 | 1.00 | 44,500.00 | | 44,500.00 | 100% | - | |
| 58 | REMOVE EXISTING SIGN | 1 | LS | 500.00 | 500.00 | 1.00 | 500.00 | | 500.00 | 100% | - | |
| 59 | HANDOLE, INSTALLED | 14 | EA | 1,850.00 | 25,900.00 | 4.00 | 7,400.00 | | 7,400.00 | 29% | 18,500.00 | |
| 60 | 1 1/4" HDPE CONDUIT, INSTALLED(VIA HDD) | 4673 | LF | 14.00 | 65,422.00 | 1,675.00 | 23,450.00 | | 23,450.00 | 36% | 41,972.00 | |
| 61 | UG FIBER OPTIC, INSTALLED | 7202 | LF | 3.50 | 25,207.00 | | - | | | - | 25,207.00 | |
| 62 | AERIAL FIBER OPTIC CABLE, INSTALLED | 17668 | LF | 5.50 | 97,174.00 | | - | | | - | 97,174.00 | |
| 63 | GUY AND ANCHOR, INSTALLED | 8 | EA | 550.00 | 4,400.00 | | - | | | - | 4,400.00 | |
| 64 | RISER, INSTALLED | 2 | EA | 500.00 | 1,000.00 | | - | | | - | 1,000.00 | |
| 65 | POLE INSTALLED | 1 | EA | 2,000.00 | 2,000.00 | | - | | | - | 2,000.00 | |
| | | | | | Original Contract Totals \$ | 7,414,414.00 | \$ | 5,824,941.55 | \$ | 430,091.58 | \$ | 6,255,033.13 |
| | | | | | | | | | | 84% | \$ | 1,159,380.87 |

Contractor's Application for Payment

| | | |
|---|---------------------------|--------|
| City of Nevada | Owner's Project No.: | 160473 |
| HR Green | Engineer's Project No.: | 2217NV |
| On Track Construction | Contractor's Project No.: | |
| Nevada WWTF Improvements - Phase 4 | | |
| Forcemain, Gravity Sewer & Fiber Installation | | |

| | | | | | |
|------------------|---|---------------------|---------------------------|-------------------|----------|
| Application No.: | 8 | Application Period: | From 03/28/23 to 04/22/23 | Application Date: | 04/24/23 |
|------------------|---|---------------------|---------------------------|-------------------|----------|

[illegible]

Stored Materials Summary

| | | | |
|-------------|---|---------------------------|--------|
| Owner: | City of Nevada | Owner's Project No.: | 160473 |
| Engineer: | HR Green | Engineer's Project No.: | 2217NV |
| Contractor: | On Track Construction | Contractor's Project No.: | |
| Project: | Nevada WWTF Improvements - Phase 4 | | |
| Contract: | Forcemain, Gravity Sewer & Fiber Installation | | |

Contractor's Application for Payment

| Application No.: 8 | | Application Period: From 03/28/23 to 04/22/23 | | | | | | | | | | Application Date: 04/24/23 | | | |
|---|-------------------------|---|---|------------------|--|-----------------------------------|--------------------------------------|--|---|--|--|---|--|---|---|
| A | B | C | D | E | F | G | Materials Stored | | H | I | J | K | | L | M |
| Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab) | Supplier Invoice No. | Submittal No. (with Specification Section No.) | Description of Materials or Equipment Stored | Storage Location | Application No. When Materials Placed in Storage | Previous Amount Stored (\$) | Amount Stored this Period (\$) | | | Amount Stored to Date (G+H) (\$) | Amount Previously Incorporated in the Work (\$) | Amount Incorporated in the Work this Period (\$) | Total Amount Incorporated in the Work (J+K) (\$) | | Materials Remaining in Storage (L-L) (\$) |
| 12 | Q512448 | 4010-1 | 15" A2000 PIPE & ACC, 400 FT | CITY YARD | 1 | 8,393.00 | | | | 8,393.00 | 7,013.42 | 1,379.58 | 8,393.00 | | - |
| 13 | Q512448 | 4010-1 | 15" A2000 PIPE & ACC, 1112 FT | CITY YARD | 1 | 23,015.24 | | | | 23,015.24 | 18,268.01 | 4,747.23 | 23,015.24 | | - |
| 18 | Q512449 | 4010-2 | 14" C900 RJ, 40' PCS, 1200 FT | CITY YARD | 1 | 84,600.00 | | | | 84,600.00 | 84,600.00 | | 84,600.00 | | - |
| 18 | R387174 | 4010-2 | 14" C900 RJ, 40' PCS, 640 FT | CITY YARD | 1 | 45,120.00 | | | | 45,120.00 | 45,120.00 | | 45,120.00 | | - |
| 17 | R387174 | 4010-2 | 14" C900 RJ, 20' PCS, 480 FT | CITY YARD | 1 | 40,080.00 | | | | 40,080.00 | 40,080.00 | | 40,080.00 | | - |
| 17 | R387204 | 4010-2 | 14" C900 RJ, 20' PCS, 1200 FT | CITY YARD | 1 | 100,200.00 | | | | 100,200.00 | 94,021.00 | 6,179.00 | 100,200.00 | | - |
| 19 | R387212 | 4010-2 | 14" C900 RJ, 20' PCS, 1200 FT | CITY YARD | 1 | 100,200.00 | | | | 100,200.00 | | 100,200.00 | 100,200.00 | | - |
| 18 | R387217 | 4010-2 | 14" C900 RJ, 40' PCS, 40 FT | CITY YARD | 1 | 2,820.00 | | | | 2,820.00 | 2,820.00 | | 2,820.00 | | - |
| 17 | R387217 | 4010-2 | 14" C900 RJ, 20' PCS, 300 FT | CITY YARD | 1 | 25,050.00 | | | | 25,050.00 | | 8,350.00 | 8,350.00 | | 16,700.00 |
| 19 | R387217 | 4010-2 | 14" C900 RJ, 20' PCS, 600 FT | CITY YARD | 1 | 50,100.00 | | | | 50,100.00 | | 11,690.00 | 11,690.00 | | 38,410.00 |
| 18 | R389262 | 4010-2 | 14" C900 RJ, 40' PCS, 1200 FT | CITY YARD | 1 | 84,600.00 | | | | 84,600.00 | 84,600.00 | | 84,600.00 | | - |
| 18 | R389276 | 4010-2 | 14" C900 RJ, 40' PCS, 1200 FT | CITY YARD | 1 | 84,600.00 | | | | 84,600.00 | 84,600.00 | | 84,600.00 | | - |
| 18 | R389284 | 4010-2 | 14" C900 RJ, 40' PCS, 1200 FT | CITY YARD | 1 | 84,600.00 | | | | 84,600.00 | 71,910.00 | 12,690.00 | 84,600.00 | | - |
| 18 | R395992 | 4010-2 | 14" C900 RJ, 40' PCS, 1200 FT | CITY YARD | 1 | 84,600.00 | | | | 84,600.00 | 84,600.00 | | 84,600.00 | | - |
| 19 | P0094477 | 3020-1 | 24" CASING, 480 FT | ON TRACK YARD | 1 | 28,560.00 | | | | 28,560.00 | 28,560.00 | | 28,560.00 | | - |
| 19 | P0094473 | 3020-1 | 24" CASING, 480 FT | ON TRACK YARD | 1 | 28,560.00 | | | | 28,560.00 | 7,140.00 | 21,420.00 | 28,560.00 | | - |
| 19 | P0094470 | 3020-1 | 30" CASING, 600 FT | ON TRACK YARD | 1 | 70,200.00 | | | | 70,200.00 | 70,200.00 | | 70,200.00 | | - |
| 19 | P0094485 | 3020-1 | 30" CASING, 80 FT | ON TRACK YARD | 1 | 13,090.00 | | | | 13,090.00 | 13,090.00 | | 13,090.00 | | - |
| 32 | UFW13696-2 | 6010-1 | PRECAST STRUCTURES | JOBSITE | 2 | 17,986.80 | | | | 17,986.80 | 17,986.80 | | 17,986.80 | | - |
| 31 | UFW7500-2 | 6010-1 | PRECAST STRUCTURES | JOBSITE | 2 | 9,433.87 | | | | 9,433.87 | 2,913.00 | 9,433.87 | 9,433.87 | | - |
| 32 | UFW7500-2 | 6010-1 | PRECAST STRUCTURES | JOBSITE | 2 | 2,913.00 | | | | 2,913.00 | 2,913.00 | | 2,913.00 | | - |
| 33 | UFW7500-2 | 6010-1 | PRECAST STRUCTURES | JOBSITE | 2 | 5,929.13 | | | | 5,929.13 | 5,929.13 | | 5,929.13 | | - |
| 34 | UFW6596-2 | 6010-1 | PRECAST STRUCTURES | JOBSITE | 2 | 10,781.45 | | | | 10,781.45 | 10,781.45 | | 10,781.45 | | - |
| 16 | R030166 | 4010-5 | 24" DIP PARTS | JOBSITE | 2 | 9,810.00 | | | | 9,810.00 | 9,810.00 | | 9,810.00 | | - |
| 18 | R030166 | 4010-6 | FITTINGS FOR FORCEMAIN | JOBSITE | 2 | 22,933.60 | | | | 22,933.60 | 22,933.60 | | 22,933.60 | | - |
| 28 | R030166 | 4010-6 | FORCEMAIN FITTINGS | JOBSITE | 2 | 1,805.28 | | | | 1,805.28 | | | | | 1,805.28 |
| 30 | R030166 | 4010-6 | FORCEMAIN FITTINGS | JOBSITE | 2 | 8,792.85 | | | | 8,792.85 | 3,517.14 | 5,275.71 | 8,792.85 | | - |
| 39 | R030166 | 4010-6 | DROP CONNECTION PARTS | JOBSITE | 2 | 7,400.00 | | | | 7,400.00 | 7,400.00 | | 7,400.00 | | - |
| 31 | R030166 | 6010-2 | MANHOLE CASTINGS | JOBSITE | 2 | 1,375.00 | | | | 1,375.00 | 687.50 | 687.50 | 1,375.00 | | - |
| 32 | R030166 | 6010-2 | MANHOLE CASTINGS | JOBSITE | 2 | 1,375.00 | | | | 1,375.00 | 1,375.00 | | 1,375.00 | | - |
| 33 | R030166 | 6010-2 | MANHOLE CASTINGS | JOBSITE | 2 | 687.50 | | | | 687.50 | 687.50 | | 687.50 | | - |
| 34 | R030166 | 6010-2 | MANHOLE CASTINGS | JOBSITE | 2 | 14,437.50 | | | | 14,437.50 | 5,500.00 | 4,812.50 | 10,312.50 | | 4,125.00 |
| 35 | R030166 | 6010-2 | MANHOLE CASTINGS | JOBSITE | 2 | 1,375.00 | | | | 1,375.00 | 1,375.00 | | 1,375.00 | | - |
| 19 | R619851 | 3020-2 | CASING SPACERS & END SEALS | ON TRACK SHOP | 2 | 43,660.00 | | | | 43,660.00 | | 24,700.00 | 24,700.00 | | 18,960.00 |
| 14 | R753415 | 4010-1 | 30" A2000 SEWER & ADAPTORS | ON TRACK YARD | 2 | 537,796.36 | | | | 537,796.36 | 537,796.36 | | 537,796.36 | | - |
| 14 | R784249 | 4010-1 | 30" A2000 SEWER & ADAPTORS | ON TRACK YARD | 2 | 282,517.20 | | | | 282,517.20 | 44,021.86 | | 44,021.86 | | 238,495.34 |
| 14 | R792241 | 4010-1 | 30" A2000 SEWER & ADAPTORS | ON TRACK YARD | 2 | 78,477.00 | | | | 78,477.00 | | 31,410.14 | 31,410.14 | | 47,066.86 |
| 14 | R794132 | 4010-1 | 30" A2000 SEWER & ADAPTORS | ON TRACK YARD | 2 | 226,013.76 | | | | 226,013.76 | | 224,220.00 | 224,220.00 | | 1,793.76 |
| 28 | R795100 | 4010-6 | 14" MJ BENDS, 11.25 DEG (2 EA) | JOBSITE | 3 | 3,610.56 | | | | 3,610.56 | 1,805.28 | | 1,805.28 | | - |
| 29 | R795100 | 4010-6 | 14" MJ BENDS, 22.5 DEG (4 EA) | JOBSITE | 3 | 7,093.44 | | | | 7,093.44 | 5,320.08 | | 5,320.08 | | - |
| 10 | R795100 | 4010-1 | 15" x 6" SERVICE FITTING (1 EA) | JOBSITE | 3 | 550.00 | | | | 550.00 | 550.00 | | 550.00 | | - |
| 19 | R845823 | 3020-2 | CASING SPACERS & END SEALS | JOBSITE | 3 | 34,200.00 | | | | 34,200.00 | | 34,200.00 | 34,200.00 | | - |
| 34 | 3846226-00 | 6010-1 | 60" PRECAST SAN. MH | JOBSITE | 3 | 7,017.20 | | | | 7,017.20 | 7,017.20 | | 7,017.20 | | - |
| 35 | 3846226-00 | 6010-1 | 72" PRECAST SAN. MH | JOBSITE | 3 | 12,191.60 | | | | 12,191.60 | 12,191.60 | | 12,191.60 | | - |
| 34 | 3846223-00 | 6010-1 | 60" PRECAST SAN. MH | JOBSITE | 3 | 13,347.36 | | | | 13,347.36 | 13,347.36 | | 13,347.36 | | - |

Stored Materials Summary

| | | | |
|--------------------|---|----------------------------------|--------|
| Owner: | City of Nevada | Owner's Project No.: | |
| Engineer: | HR Green | Engineer's Project No.: | 160473 |
| Contractor: | On Track Construction | Contractor's Project No.: | 2217NV |
| Project: | Nevada WWTF Improvements - Phase 4 | | |
| Contract: | Forcemain, Gravity Sewer & Fiber Installation | | |

Contractor's Application for Payment

| Application No.: 8 | | | | | | | | | | | | |
|---|-------------------------|---|---|------------------|--|-----------------------------------|--------------------------------------|---|---|--|---|---------------|
| A | | B | C | D | E | From 03/28/23 | | to 04/22/23 | | Application Date: 04/24/23 | | |
| Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab) | Supplier Invoice No. | Submittal No. (with Specification Section No.) | Description of Materials or Equipment Stored | Storage Location | Application No. When Materials Placed in Storage | Materials Stored | | Amount Previously Incorporated in the Work (\$) | Amount Incorporated in the Work this Period (\$) | Total Amount Incorporated in the Work (J+K) (\$) | Materials Remaining in Storage (I-L) (\$) | M |
| | | | | | | Previous Amount Stored (\$) | Amount Stored this Period (\$) | | | | | |
| 34 | 3856124-00 | 6010-1 | 60" PRECAST SAN. MH | JOB SITE | 4 | 21,932.92 | | 21,932.92 | | 21,932.92 | | |
| 35 | 3856124-00 | 6010-1 | 72" PRECAST SAN. MH | JOB SITE | 4 | 2,869.07 | | 2,869.07 | | 2,869.07 | | |
| 34 | 3856148-00 | 6010-1 | 60" PRECAST SAN. MH | JOB SITE | 4 | 15,589.05 | | 15,589.05 | | 15,589.05 | | |
| 35 | 3856148-00 | 6010-1 | 72" PRECAST SAN. MH | JOB SITE | 4 | 8,801.35 | | 8,801.35 | | 8,801.35 | | |
| 15 | R928833 | 4010-1 | 30" PVC SEWER PIPE | SHOP EAST YARD | 4 | 6,996.78 | | 6,996.78 | | 6,996.78 | | |
| 28 | R928833 | 4010-6 | FORCEMAIN FITTINGS | SHOP EAST YARD | 4 | 1,805.28 | | 1,805.28 | | 1,805.28 | | |
| 39 | R928833 | 4010-6 | DROP CONNECTION PARTS | SHOP EAST YARD | 4 | 2,300.00 | | 2,300.00 | | 2,300.00 | | |
| 17 | S069026 | 4010-2 | FORCEMAIN MISC. FITTINGS | CITY YARD | 4 | 8,364.40 | | 8,364.40 | | 8,364.40 | | |
| 34 | S069026 | 6010-2 | MANHOLE CASTINGS | JOB SITE | 4 | 875.00 | | 875.00 | | 875.00 | | |
| 30 | S069026 | 4010-6 | FORCEMAIN FITTINGS | JOB SITE | 4 | 12,309.99 | | 12,309.99 | | 12,309.99 | | |
| 34 | 3868965-00 | 6010-1 | 60" PRECAST SAN. MH | JOB SITE | 6 | 25,407.57 | | 25,407.57 | | 25,407.57 | | |
| 34 | 3868999-00 | 6010-1 | 60" PRECAST SAN. MH | JOB SITE | 6 | 27,388.79 | | 27,388.79 | | 27,388.79 | | |
| 34 | 3871829-00 | 6010-1 | 60" PRECAST SAN. MH | JOB SITE | 7 | 25,159.19 | | 25,159.19 | | 25,159.19 | | |
| 34 | 3874702-00 | 6010-1 | 60" PRECAST SAN. MH | JOB SITE | 7 | 3,763.40 | | 3,763.40 | | 3,763.40 | | |
| 34 | 3878492-00 | 6010-1 | 60" PRECAST SAN. MH | JOB SITE | 8 | 9,830.60 | | 9,830.60 | | 9,830.60 | | |
| Totals | | | | | | \$ 2,496,261.49 | \$ 9,830.60 | \$ 2,506,092.09 | \$ 1,395,772.23 | \$ 2,076,000.51 | \$ 9,830.60 | \$ 430,091.58 |



Phone: (505) 241-1111
Main: (505) 241-1111
Fax: (505) 241-1111

April 21, 2023

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

Re: Jordan Well No. 4 Plugging and Demolition
Contractor's Payment Application No. 2

Dear Jordan,

Enclosed is Payment Application No. 2 from The Northway Corporation for the above-referenced project. This payment application is for work completed through April 2023. This Payment Application includes partial payment for mobilization, final abandonment of the well, and associated surface restoration items.

The total request for Payment Application No. 2 is \$122,538.60. Total work completed to-date represents approximately 98% of the contract value. Project quantities to-date for the below-grade well abandonment are less than the initial estimated contract quantities and therefore trending for a net cost reduction. Outstanding work on the project includes final gravel surfacing and seeding for surface restoration. A future Change Order will be processed based on final installed quantities.

We have reviewed and recommend partial payment of Payment Application No. 2 as submitted by Northway. Please execute the payment application and distribute copies to all parties.

Sincerely,

HR GREEN, INC

A handwritten signature in blue ink, appearing to read 'Joshua Scanlon'.

Joshua Scanlon, P.E.
Project Manager

Enclosures

J:\2018\191227\Construction\Payment\PR02\ltr-20230421-Northway_PayApp_2.docx

Contractor's Application for Payment

| | | | |
|---------------------|---|---------------------------|-----------|
| Owner: | City of Nevada, IA | Owner's Project No.: | |
| Engineer: | HR Green, Inc. | Engineer's Project No.: | 191227 |
| Contractor: | The Northway Corporation | Contractor's Project No.: | |
| Project: | Jordan Well No. 4 Plugging and Demolition | | |
| Contract: | | | |
| Application No.: | 2 | Application Date: | 4/12/2023 |
| Application Period: | From 5/10/2022 | to | 4/12/2023 |

| | | |
|--|----|-------------|
| 1. Original Contract Price | \$ | 187,748.50 |
| 2. Net change by Change Orders | \$ | (29,092.00) |
| 3. Current Contract Price (Line 1 + Line 2) | \$ | 158,656.50 |
| 4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total) | \$ | 154,836.00 |
| 5. Retainage | | |
| a. 5% X \$ 154,836.00 Work Completed | \$ | 7,741.80 |
| b. 5% X \$ - Stored Materials | \$ | - |
| c. Total Retainage (Line 5.a + Line 5.b) | \$ | 7,741.80 |
| 6. Amount eligible to date (Line 4 - Line 5.c) | \$ | 147,094.20 |
| 7. Less previous payments (Line 6 from prior application) | \$ | 24,555.60 |
| 8. Amount due this application | \$ | 122,538.60 |
| 9. Balance to finish, including retainage (Line 3 - Line 4) | \$ | 3,820.50 |

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: The Northway Corporation

Signature: [Signature]

Date: 4/20/2023

Recommended by Engineer

By: [Signature]
 Title: Project Manager
 Date: 4/21/2023

Approved by Owner

By: _____
 Title: _____
 Date: _____

Approved by Funding Agency

By: _____
 Title: _____
 Date: _____

By: _____
 Title: _____
 Date: _____

Progress Estimate - Unit Price Work

Owner: City of Nevada, IA
Engineer: Bill Green, Inc.
Contractor: The Northway Corporation
Project: Jordan Well No. 4 Plug and Perforation
Contract:

Contractor's Application for Payment

Owner's Project No.:
Engineer's Project No.: 181212
Contractor's Project No.:

| Application No. 2 | | Application Period: From 05/09/22 to 05/09/22 | | Application Back: 04/12/23 | | | | | | | |
|-------------------|--|---|-------|----------------------------|--------------------------------|---|--|--|---------------------------------|--------------------------------|--|
| Bid Item No. | Description | Contract Information | | | Work Completed | | Materials Currently Stored (Unit in G) | Work Completed and Materials Stored to Date (H + I) (\$) | % of Value of Items (J / I) (%) | Balance to Finish (K - J) (\$) | |
| | | Item Quantity | Units | Unit Price (\$) | Value of Bid Item (C X E) (\$) | Estimated Quantity Incorporated in the Work | | | | | Value of Work Completed to Date (E X G) (\$) |
| | | | | | | | | | | | |
| Change Orders | | | | | | | | | | | |
| 9 | Well Plugging Material - R0 | 40.00 | TON | 625.00 | 25,000.00 | 74.00 | 46,250.00 | 46,250.00 | 185% | (21,250.00) | |
| 10 | Well Plugging Material - Grou (ORIGINAL) | (125.00) | CV | 832.00 | (104,000.00) | | | | 0% | (104,000.00) | |
| 11 | Well Plugging Material - Grou (REUSE) | 94.00 | CV | 282.00 | 26,508.00 | 34.00 | 17,958.00 | 17,958.00 | 36% | 27,220.00 | |
| 12 | Well Cleaning and Debris Disposal | 1.00 | LS | 14,000.00 | 14,000.00 | 1.00 | 14,000.00 | 14,000.00 | 100% | | |
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May 4, 2023

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

Re: Nevada WWTF Improvements – Phase 3: Recommendation on Alliant electric & natural gas utility services relocation

Dear Jordan:

The design of the new wastewater lift station (Phase 3) includes new electrical and natural gas services to serve the building. There are currently 3-phase electrical and natural gas services into the existing wastewater treatment plant (WWTP) provided by Alliant. In order to maintain operations at the existing WWTP during construction and startup of the lift station, new services were planned. HRG worked with Alliant during design for layout of the new utility services. The design was based on extending the natural gas service from the existing service line to a new meter at the lift station and installation of a new primary electrical feeder and transformer at the lift station. The existing WWTP natural gas service and meter would be abandoned once the WWTP was decommissioned. The existing WWTP electric service would remain until all use of the WWTP was ceased and then abandoned/removed.

In March 2023, we began the process of coordinating with Alliant for installation of these new services. This process included a formal service application submitted to Alliant for determination of costs for service installation. During discussions with Alliant representatives, HRG and City staff were informed that Alliant is experiencing a severe supply chain shortage of and extremely long delivery times for electrical transformers. Alliant is not confident they will be able to provide a new transformer for the lift station within the current project's completion schedule. As such, we developed alternative options to reuse the existing electrical transformer to provide electric service to both the new lift station and existing WWTP. These options are:

1. Relocate the existing transformer to the new lift station site. Install new primary conductors from 6th Street to the transformer, and install new secondary conductors from the transformer back to the existing WWTP.
2. Leave the existing transformer installed in its current location (at the existing WWTP) and extend new secondary conductors to the new lift station.

Cost proposals for both options were received from Alliant and are enclosed. Alliant has indicated that Option 1 will require an advanced agreement with payment required prior to construction.

HRG has reviewed and discussed these options with City staff. The intent was to install a brand new transformer for the lift station; however, current factors beyond our control will prevent this without significant impact on the final completion of the project. Waiting for a new transformer per the original design could delay startup of the lift station and the new WWTF (Phase 2). Option 1 will still include a new primary feeder (from 6th Street) to the lift station as per the original design. It is our recommendation to proceed with Option 1 for the following reasons:

- Allows for ultimate abandonment of the existing WWTP site in the future with minimal to no impact to lift station operations.



- Provides a more robust electric service design for the lift station and its continuous operational needs.
- Maintains the primary electric service design and avoids potential changes and associated costs from the contractor.

HRG does not recommend Option 2 for the following reasons:

- Would require relocation of the electric primary feeder, service conductors, transformer, and related items in the future for ultimate abandonment of the existing WWTP site causing disruption to lift station operation. These future costs would likely be higher than today's costs to perform the same scope of work.
- Would require some modifications to the current electrical design for the lift station, resulting in added cost.

Alliant provided a cost proposal for the natural gas service installation per the original design. HRG has reviewed and discussed with City staff. We recommend proceeding with natural gas service installation as proposed.

Cost for electric service Option 1 as provided is a firm cost. The cost for the gas service is an estimate to be finalized based on actual installed infrastructure. The gas estimate quantities appears reasonable based on the design layout. Costs from Alliant include a line item labeled "Iowa Contribution Tax Adder". Alliant explained this is an Iowa Utilities Board required "fee" for service installations/infrastructure charged to the customer. Also note these proposals are valid through 5/17/23, not 5/6/23 as listed.

Please formally approve the electric service Option 1 and natural gas service proposals as provided by Alliant to allow this work to move forward on the project. If you have any questions regarding this matter, please feel free to contact me at (515) 657-5304.

Sincerely,

HR GREEN, INC.

Michael Roth, P.E.
Senior Project Manager

Enclosures

Cc: Kerin Wright, City (via email)
Harold See, City (via email)

Interstate Power & Light Company (Applicable to the Iowa Service Area)
ESTIMATE

Customer Name: City of Nevada
 Contact Name: Jordan Cook
 Mailing Address: 1209 6th St, Nevada

Date: 4/6/2023

Phone # 515-382-5466

Project Address: 457 South 6th St, Nevada

NUB Account ID 3918477817

NUB SA ID 3914215769

Other WR # na

Contract #

na

The charges contemplated herein are based upon Advance In Aid of Construction - Time and Material installation of new facilities.

| Charge Description | QTY | Installed Cost |
|--------------------|-----|----------------|
| Labor | 1 | \$18,236.10 |
| Vehicle | 1 | \$15,091.11 |
| Material | 1 | \$21,766.07 |
| Additional Item(s) | 1 | \$446.49 |

| | |
|---|-------------|
| Total Installed Cost = | \$55,539.77 |
| Marginal Estimated Future Revenue Allowance = | \$0.00 |
| Total Installed Cost Without Tax Adder = | \$55,539.77 |

| | |
|--------------------------|------------|
| Iowa Advance Tax Adder = | 17.368% |
| Tax Adder Amount = | \$9,646.15 |

Total Refundable Advance In Aid of Construction Required = **\$65,185.92**

COMMENTS:

COST TO RELOCATE TRANSFORMER AND REROUTE PRIMARY TO NEW LIFT STATION. COST DOES NOT INCLUDE RESTORATION COSTS.

Pricing valid for 30 calendar days. (until 05/06/2023)

Interstate Power & Light Company (Applicable to the Iowa Service Area)
ESTIMATE

Customer Name: City of Nevada
 Contact Name: Jordan Cook
 Mailing Address: 1209 6th St, Nevada

Date: 4/6/2023

Phone # 515-382-5466

Project Address: 457 South 6th St, Nevada
 na

NUB Account ID 3918477817
 NUB SA ID 3914215769
 Electric WR # na
 Contract #

The electric project contemplated herein is based upon the Company's Standard Charges for installation of new facilities.

| Standard Charge Description | Billing Code | QTY | Installed Cost |
|---|--------------|------------|----------------|
| Distribution | | | |
| 3 PHASE CABLE - UNDERGROUND SERVICE - 600 V - 350 AL QUADPLEX # of Runs = 2 | E-69 | 1,000 feet | \$5,800.00 |
| TRENCH/PLOW | I-19 | 450 feet | \$2,475.00 |
| DIRECTIONAL BORING - 4" | I-11 | 100 feet | \$2,930.00 |
| DUCT - PVC 4" # of Ducts = 2 | I-13 | 100 feet | \$1,250.00 |
| ELECTRIC 3 PERSON CREW SET-UP FEE (OH OR UG) | E-22 | 1 each | \$829.00 |

Total Installed Cost = \$13,284.00
 Marginal Estimated Future Revenue Allowance = \$0.00
 Total Installed Cost Without Tax Adder = \$13,284.00
 Iowa Contribution Tax Adder = 17.368%
 Tax Adder Amount = \$2,307.17

Total Non-Refundable Contribution In Aid of Construction Required = \$15,591.17

COMMENTS:

COST TO INSTALL TWO RUNS OF CABLE FROM EXISTING TRANSFORMER TO NEW CT CABINET. COST DOES NOT INCLUDE RESTORATION. BILLED AMOUNT BASED OFF OF ACTUAL FOOTAGE.

Pricing valid for 30 calendar days. (until 05/06/2023)

Interstate Power & Light Company (Applicable to the Iowa Service Area)
ESTIMATE

Customer Name: City of Nevada
 Contact Name: Jordan Cook
 Mailing Address: 1209 6th St, Nevada

Date: 4/6/2023

Phone # 515-382-5466

Project Address: 457 South 6th st, Nevada
 na

NUB Account ID 3918477817
 NUB SA ID 3914215769
 Gas WR # na

The gas project contemplated herein is based upon the Company's Standard Charges for installation of new facilities.

| Standard Charge Description | Billing Code | Qty | Installed Cost |
|----------------------------------|--------------|----------|----------------|
| Service | | | |
| SERVICE PLASTIC - 2" | G-03 | 500 feet | \$1,600.00 |
| TRENCH/PLOW | I-19 | 500 feet | \$2,750.00 |
| Other - Not subject to tax adder | | | |

Iowa Free Pipe Footage for this Service = 100 ft
 Iowa Free Trenching Footage for this Service = 100 ft
 Non-Taxable Service Installed Standard Charge = \$0.00
 Taxable Service Installed Standard Charge = \$4,350.00
 Iowa Contribution Tax Adder = 17.446%
 Tax Adder Amount = \$758.90

Total Non-Refundable Contribution In Aid of Construction (for Service) Required = \$5,108.90

| Standard Charge & Reimbursable Charge Description | Billing Code | Amount |
|---|--------------|--------|
|---|--------------|--------|

Iowa Contribution Tax Adder = 17.446%
 Tax Adder Amount = \$0.00

Total Non-Refundable Reimbursement Required = \$0.00

Total Payment Required = \$5,108.90

COMMENTS:

COST TO TRENCH IN NEW GAS SERVICE TO LIFT STATION. SITE RESTORATION IS NOT INCLUDED IN ESTIMATE.

Pricing valid for 30 calendar days. (until 05/06/2023)

RESOLUTION NO. 091 (2022/2023)

Resolution authorizing the use of a preliminary official statement for the sale of bonds

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 to facilitate the sale of \$2,450,000 General Obligation Urban Renewal Bonds, Series 2023A (the "Bonds") in evidence of the obligation of the City under the Loan Agreement, and it is now necessary to make provision for the approval of the P.O.S. and to authorize its use by D.A. Davidson & Co. (the "Underwriter");

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

Section 1. The City Clerk and City Administrator are hereby authorized to take such action as shall be deemed necessary and appropriate with the assistance of Dorsey & Whitney, LLP (the "Disclosure Counsel") to prepare the P.O.S. describing the Bonds and providing for the terms and conditions of their sale, and all action heretofore taken in this regard is hereby ratified and approved.

Section 2. The use by the Underwriter of the P.O.S. relating to the Bonds in substantially the form as has been presented to and considered by the City is hereby approved, and the Underwriter, together with Disclosure Counsel, is hereby authorized to prepare and use a final Official Statement for the Bonds substantially in the form of the P.O.S. but with such changes therein as are required to conform the same to the terms of the Bonds and the resolution, when adopted, providing for the sale and issuance of the Bonds, and the appropriate city officials are hereby authorized and directed to execute a final Official Statement for the Bonds, if requested. The P.O.S. as of its date is deemed final by the City within the meaning of Rule 15(c)(2)-12 of the Securities and Exchange Commission.

Section 3. 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 May 22, 2023.

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved May 8, 2023.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

May 3, 2023

Via Email

Kerin Wright
City Clerk/City Hall
Nevada, Iowa

Re: General Obligation Corporate Purpose Bonds, Series 2023A
Our File No. 420131-107

Dear Kerin:

We have prepared and attach the necessary proceedings covering the City Council's authorization of the use of a preliminary official statement (the "P.O.S.") by D.A. Davidson & Co. in connection with the marketing of the General Obligation Corporate Purpose Bonds, Series 2023A (the "Bonds").

The proceedings attached include the following items:

1. Minutes of the meeting, followed by the resolution providing for the authorization of the P.O.S. for the Bonds.
2. Attestation Certificate with respect to the validity of the transcript.

Prior to the adoption of the resolution, you and the City Council should review the P.O.S., which we are preparing as disclosure counsel, carefully for accuracy and to ensure that there are no important facts being left out of the document that might bear on potential risks to bond holders. In addition, the financial data set forth as Appendix A to the P.O.S. (which D.A. Davidson & Co. has worked with you to prepare) should be carefully reviewed for accuracy.

As soon as possible after the City Council meeting, please return one fully executed copy of all of the completed pages in these proceedings. If you have any questions, please contact Erin Regan or me.

Best regards,

John P. Danos

Attachments

cc: Jordan Cook
D.A. Davidson & Co.
BOKF, N.A.

NEW ISSUE - DTC BOOK ENTRY ONLY

RATING: S&P: "[]"
(See "Rating" herein.)

In the opinion of Dorsey & Whitney LLP, Bond Counsel, according to present laws, rulings and decisions and assuming the accuracy of certain representations and compliance with certain covenants, the interest on the Bonds (i) is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code") and (ii) is not an item of tax preference for purposes of the federal alternative minimum tax imposed on noncorporate taxpayers by Section 55 of the Code. Interest on the Bonds may, however, be taken into account in determining adjusted financial statement income for purposes of the federal alternative minimum tax imposed on applicable corporations (as defined in Section 59(k) of the Code) for tax years beginning after December 31, 2022. In the opinion of Bond Counsel, the Bonds are "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. See "TAX EXEMPTION AND RELATED TAX MATTERS" herein.

\$2,450,000*

**City of Nevada, Iowa
General Obligation Urban Renewal Bonds,
Series 2023A**

Dated: Date of Delivery**Due:** As shown on inside cover

The \$2,450,000* General Obligation Urban Renewal Bonds, Series 2023A (the "Bonds"), are being issued in fully registered form in denominations of \$5,000 or any integral multiple thereof pursuant to the provisions of Chapters 384 and 76 of the Code of Iowa, 2023, as amended, and a resolution authorizing issuance of the Bonds (the "Resolution") expected to be adopted by the City of Nevada, Iowa (the "Issuer" or the "City") on June 12, 2023*. The Depository Trust Company, New York, New York ("DTC") will act as the securities depository for the Bonds and its nominee, Cede & Co., will be the registered owner of the Bonds. Individual purchases of the Bonds will be recorded on a book-entry only system operated by DTC. Purchasers of the Bonds will not receive certificates representing their interest in the Bonds purchased. So long as DTC or its nominee, Cede & Co., is the Bondholder, the principal of, premium, if any, and interest on the Bonds will be paid by BOKF, N.A., Lincoln, Nebraska, as Registrar and Paying Agent (the "Registrar"), or its successor, to DTC, or its nominee, Cede & Co. Disbursement of such payments to the Beneficial Owners is the responsibility of the DTC Participants as more fully described herein. Neither the Issuer nor the Registrar will have any responsibility or obligation to such DTC Participants, indirect participants or the persons for whom they act as nominee with respect to the Bonds. See "APPENDIX E – BOOK-ENTRY SYSTEM" herein.

The Bonds will bear interest from their dated date, payable semiannually on each June 1 and December 1, commencing December 1, 2023*. The Bonds are subject to mandatory sinking fund redemption by the Issuer prior to their stated maturities in the manner and at the time described herein. The Bonds of this issue are not subject to optional redemption prior to maturity. See "THE BONDS – Redemption" herein.

The Bonds and the interest thereon are general obligations of the Issuer, and all taxable property within the corporate boundaries of the Issuer is subject to the levy of taxes to pay the principal of and interest on the Bonds without constitutional or statutory limitation as to rate or amount. See "SECURITY AND SOURCE OF PAYMENT" herein.

Proceeds of the Bonds will be used for the purpose of paying the cost, 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 paying certain costs of issuance related to the Bonds. See "PLAN OF FINANCING" herein.

The Bonds are being offered when, as and if issued by the Issuer and accepted by the Underwriter, subject to receipt of an opinion as to legality, validity and tax exemption by Dorsey & Whitney LLP, Des Moines, Iowa, Bond Counsel. Dorsey & Whitney LLP is also serving as Disclosure Counsel to the Issuer in connection with the issuance of the Bonds. It is expected that the Bonds in the definitive form will be available for delivery through the facilities of DTC on or about June 28, 2023.*



D A DAVIDSON
FIXED INCOME CAPITAL MARKETS

The Date of this Official Statement is May __, 2023

\$2,450,000*
City of Nevada, Iowa
General Obligation Urban Renewal Bonds,
Series 2023A

MATURITY SCHEDULE

| <u>Due</u> | <u>Amount</u> * | <u>Rate</u> * | <u>Yield</u> * | <u>Cusip Num.</u> ** |
|--------------|-----------------|---------------|----------------|----------------------|
| June 1, 2024 | \$855,000 | | | |
| June 1, 2025 | \$785,000 | | | |
| June 1, 2026 | \$810,000 | | | |

\$,000* ____%* Term Bond due June 1, 20____, Yield ____%*, CUSIP** _____

* Preliminary, subject to change.

** CUSIP numbers shown above have been assigned by a separate organization not affiliated with the Issuer. The Issuer has not selected nor is responsible for selecting the CUSIP numbers assigned to the Bonds nor do they make any representation as to the correctness of such CUSIP numbers on the Bonds or as indicated above.

No dealer, broker, salesman or any other person has been authorized to give any information or to make any representations other than those contained in this Official Statement and, if given or made, such information or representations must not be relied upon as having been authorized by the Issuer or the Underwriter. This Official Statement does not constitute an offer to sell or a solicitation of any offer to buy any of the securities offered hereby in any state to any persons to whom it is unlawful to make such offer in such state. Except where otherwise indicated, this Official Statement speaks as of the date hereof. Neither the delivery of this Official Statement nor any sale hereunder shall under any circumstances create any implication that there has been no change in the affairs of the Issuer since the date hereof.

The information set forth herein has been obtained from the Issuer and from other sources that are believed to be reliable, but it is not guaranteed as to accuracy or completeness, and is not to be construed as a representation, by the Underwriter. The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

No representation is made regarding whether the Bonds constitute legal investments under the laws of any state for banks, savings banks, savings and loan associations, life insurance companies, and other institutions organized in such state, or fiduciaries subject to the laws of such state.

This Official Statement is not to be construed as a contract with the purchasers of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as a representation of facts.

THE BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION BY REASON OF THE PROVISIONS OF SECTION 3(a)(2) OF THE SECURITIES ACT OF 1933, AS AMENDED. THE REGISTRATION OR QUALIFICATIONS OF THE BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF SECURITIES LAWS OF THE STATES IN WHICH THE BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES ATTACHED HERETO, CONTAINS STATEMENTS WHICH SHOULD BE CONSIDERED "FORWARD-LOOKING STATEMENTS," MEANING THEY REFER TO POSSIBLE FUTURE EVENTS OR CONDITIONS. SUCH STATEMENTS ARE GENERALLY IDENTIFIABLE BY THE WORDS SUCH AS "ANTICIPATED," "PLAN," "EXPECT," "PROJECTED," "ESTIMATE," "BUDGET," "PRO FORMA," "FORECAST," "INTEND," OR OTHER WORDS OF SIMILAR IMPORT. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS TO DIFFER FROM THOSE EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE ISSUER DOES NOT EXPECT OR INTEND TO UPDATE OR REVISE ANY FORWARD-LOOKING STATEMENTS CONTAINED HEREIN IF OR WHEN ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR.

References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of, and as that term is defined in, Securities and Exchange Commission Rule 15c2-12.

In connection with the issuance of the Bonds, the Issuer will enter into a Continuing Disclosure Certificate. See "APPENDIX C – FORM OF CONTINUING DISCLOSURE CERTIFICATE."

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OFFICIAL STATEMENT

\$2,450,000*
City of Nevada, Iowa
General Obligation Urban Renewal Bonds,
Series 2023A

INTRODUCTION

The purpose of this Official Statement, including the cover page and the appendices hereto (the “Official Statement”), is to set forth certain information in conjunction with the sale of \$2,450,000* General Obligation Urban Renewal Bonds, Series 2023A (the “Bonds”), of the City of Nevada, Iowa (the “Issuer” or the “City”). This Introduction is not a summary of this Official Statement, but is only a brief description of the Bonds and certain other matters. Such description is qualified by reference to the entire Official Statement and the documents summarized or described herein. This Official Statement should be reviewed in its entirety. The offering of the Bonds to potential investors is made only by means of the entire Official Statement, including the appendices attached hereto. All statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Copies of statutes, resolutions, ordinances, reports or other documents referred to herein are available, upon request, from the Issuer.

The Bonds are being issued pursuant to the provisions of Chapters 384 and 76 of the Code of Iowa, 2023, as amended (collectively, the “Act”), and a resolution expected to be adopted by the Issuer on June 12, 2023* (the “Resolution”), to evidence the obligations of the Issuer under a loan agreement between the Issuer and the Underwriter (the “Loan Agreement”).

The Bonds and the interest thereon are general obligations of the Issuer, and all taxable property within the corporate boundaries of the Issuer is subject to the levy of taxes to pay the principal of and interest on the Bonds without constitutional or statutory limitation as to rate or amount. See “SECURITY AND SOURCE OF PAYMENT” herein.

Proceeds of the Bonds will be used for the purpose of paying the cost, 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 (the “Project”) and paying certain costs of issuance related to the Bonds. See “PLAN OF FINANCING” and “SOURCES AND USES OF FUNDS” herein.

[In the future, the Issuer anticipates authorizing additional bonds (the “Additional Bonds”) to finance [additional costs of the Project][future projects for the Issuer/Utility], but has not finalized timing and amounts. The Additional Bonds are not being offered pursuant to this Official Statement, and any potential bonds constitute separate issues.]

THE ISSUER

The Issuer, with a 2020 U.S. Census population of 6,925, comprises approximately 5.78 square miles. The Issuer operates under a statutory form of government consisting of a six-member City Council, of which the Mayor is not a voting member. Additional information concerning the Issuer is included in “APPENDIX A – INFORMATION ABOUT THE ISSUER” hereto.

THE BONDS

General

The Bonds will be issued in fully registered form only, without coupons. The Bonds will be initially registered in the name of Cede & Co., as nominee of DTC. DTC will act as securities depository of the Bonds. Interest on and principal of the Bonds are payable in lawful money of the United States of America.

The Bonds are dated as of the date of their delivery, will mature on June 1 in the years and in the amounts set forth on the inside cover page hereof, and will bear interest at the rates to be set forth on the inside cover page hereof. Interest on the Bonds is payable semiannually on June 1 and December 1 in each year, beginning on December 1, 2023*, calculated on the basis of a year of 360 days and twelve 30-day months. Interest shall be payable to the persons who were registered owners thereof as of the fifteenth day of the month immediately preceding the interest payment date, to the addresses appearing on the registration books maintained by the Registrar or such other address as is furnished to the Registrar in writing by a registered owner. The Bonds are issuable in denominations of \$5,000 or any integral multiple thereof.

* Preliminary, subject to change.

Redemption

Optional Redemption. The Bonds of this issue are not subject to optional redemption prior to maturity.

Mandatory Sinking Fund Redemption. The Bonds identified below are subject to mandatory redemption (by lot, as selected by the Registrar) on June 1 in each of the years set forth below at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date in the following principal amounts:

Term Bond Maturing June 1, 20__

| <u>Date</u> | <u>Amount</u> |
|-------------------------|---------------|
| June 1, 20__ | \$ _____ |
| June 1, 20__ (maturity) | \$ _____ |

SECURITY AND SOURCE OF PAYMENT

General

Pursuant to the Resolution and the Act, the Bonds and the interest thereon are general obligations of the Issuer, and all taxable property within the corporate boundaries of the Issuer is subject to the levy of taxes to pay the principal of and interest on the Bonds without constitutional or statutory limitation as to rate or amount. See "APPENDIX A – INFORMATION ABOUT THE ISSUER."

Section 76.2 of the Code of Iowa, 2023, as amended (the "Iowa Code") provides that when an Iowa political subdivision issues general obligation bonds, the governing authority of such political subdivision shall, by resolution adopted before issuing the bonds, provide for the assessment of an annual levy upon all the taxable property in the political subdivision sufficient to pay the interest and principal of the bonds. A certified copy of such resolution shall be filed with the County Auditor in which the Issuer is located, giving rise to a duty of the County Auditor to annually enter this levy for collection from the taxable property within the boundaries of the Issuer, until funds are realized to pay the bonds in full.

For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, the Resolution provides for the levy of a tax sufficient for that purpose on all the taxable property in the Issuer in each of the years while the Bonds are outstanding. The Issuer shall file a certified copy of the Resolution with the County Auditor, pursuant to which the County Auditor is instructed to enter for collection and assess the tax authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the Issuer and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the Issuer and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Iowa Code, each year while the Bonds remain outstanding and unpaid, any funds of the Issuer which may lawfully be applied for such purpose, may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in the Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the Issuer's budget. [While not pledged to Bondholders, the Issuer may use tax increment revenues for the payment of the principal of and interest on the Bonds.]

BONDHOLDERS' RISKS

An investment in the Bonds involves an element of risk. In order to identify risk factors and make an informed investment decision, potential investors should be thoroughly familiar with this entire Official Statement (including the appendices hereto) in order to make a judgment as to whether the Bonds are an appropriate investment.

Tax Levy Procedures

The Bonds are general obligations of the Issuer, payable from and secured by a continuing ad-valorem tax levied against all of the taxable property within the boundaries of the Issuer. As part of the budgetary process of the Issuer each fiscal year the Issuer will have an obligation to request a debt service levy to be applied against all of the taxable property within the boundaries of the Issuer. A failure on the part of the Issuer to make a timely levy request or a levy request by the Issuer that is inaccurate or is insufficient to make full payments of the debt service on the Bonds for a particular fiscal year may cause Bondholders to experience delay in the receipt of distributions of principal of and/or interest on the Bonds.

Changes in Property Taxation

From time to time the Iowa General Assembly has altered the method of property taxation and could do so again. Any alteration in property taxation structure could affect property tax revenues available to pay the Bonds.

Historically, the Iowa General Assembly has applied changes in property taxation structure on a prospective basis; however, there is no assurance that future changes in property taxation structure by the Iowa General Assembly will not be retroactive. It is impossible to predict the outcome of future property tax changes by the Iowa General Assembly or their potential negative impact, if any, on the Bonds and the security for the Bonds.

Matters Relating to Enforceability of Agreements

Bondholders shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa and of the United States of America for the enforcement of payment of the Bonds, including, but not limited to, the right to a proceeding in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required by Iowa law and the Resolution.

The practical realization of any rights upon any default will depend upon the exercise of various remedies specified in the Resolution or the Loan Agreement. The remedies available to the Bondholders upon an event of default under the Resolution or the Loan Agreement, in certain respects, may require judicial action, which is often subject to discretion and delay. Under existing law, including specifically the federal bankruptcy code, certain of the remedies specified in the Loan Agreement or the Resolution may not be readily available or may be limited. A court may decide not to order the specific performance of the covenants contained in these documents. The legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by general principles of equity and public policy and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

No representation is made, and no assurance is given, that the enforcement of any remedies will result in sufficient funds to pay all amounts due under the Resolution or the Loan Agreement, including principal of and interest on the Bonds.

Secondary Market

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that such Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history of economic prospects connected with a particular issue, secondary marketing practices in connection with a particular Bond or Bonds issue are suspended or terminated. Additionally, prices of bond or note issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase price of the Bonds.

EACH PROSPECTIVE PURCHASER IS RESPONSIBLE FOR ASSESSING THE MERITS AND RISKS OF AN INVESTMENT IN THE BONDS AND MUST BE ABLE TO BEAR THE ECONOMIC RISK OF SUCH INVESTMENT. THE SECONDARY MARKET FOR THE BONDS, IF ANY, COULD BE LIMITED.

Rating Loss

S&P Global Ratings, a division of Standard and Poor's Financial Services LLC ("S&P") has assigned a rating of "[]" to the Bonds. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance that the rating will continue for any given period of time, or that such rating will not be revised, suspended or withdrawn, if, in the judgment of S&P, circumstances so warrant. A revision, suspension or withdrawal of a rating may have an adverse effect on the market price of the Bonds.

Bankruptcy and Insolvency

The rights and remedies provided in the Resolution may be limited by and are subject to the provisions of federal bankruptcy laws, to other laws or equitable principles that may affect the enforcement of creditor's rights, to the exercise of judicial discretion in appropriate cases and to limitations in legal remedies against exercise of judicial discretion in appropriate cases and to limitations on legal remedies against municipal corporations in the State of Iowa. The various opinions of counsel to be delivered with respect to the Bonds, the Loan Agreement and the Resolution, including the opinion of Bond Counsel, will be similarly qualified. If the Issuer were to file a petition under chapter nine of the federal bankruptcy code, the owners of the Bonds could be prohibited from taking any steps to enforce their rights under the Resolution. In the event the Issuer fails to comply with its covenants under the Resolution or fails to make payments on the Bonds, there can be no assurance of the availability of remedies adequate to protect the interests of the holders of the Bonds.

Under Sections 76.16 and 76.16A of the Iowa Code, a city, county, or other political subdivision may become a debtor under chapter nine of the federal bankruptcy code, if it is rendered insolvent, as defined in 11 U.S.C. §101(32)(c), as a result of a debt involuntarily

incurred. As used therein, “*debt*” means an obligation to pay money, other than pursuant to a valid and binding collective bargaining agreement or previously authorized bond issue, as to which the governing body of the city, county, or other political subdivision has made a specific finding set forth in a duly adopted resolution of each of the following: (1) that all or a portion of such obligation will not be paid from available insurance proceeds and must be paid from an increase in general tax levy; (2) that such increase in the general tax levy will result in a severe, adverse impact on the ability of the city, county, or political subdivision to exercise the powers granted to it under applicable law, including without limitation providing necessary services and promoting economic development; (3) that as a result of such obligation, the city, county, or other political subdivision is unable to pay its debts as they become due; and (4) that the debt is not an obligation to pay money to a city, county, entity organized pursuant to Chapter 28E of the Iowa Code, or other political subdivision.

Forward-Looking Statements

This Official Statement contains statements relating to future results that are “forward-looking statements” as defined in the Private Securities Litigation Reform Act of 1995. When used in this Official Statement, the words “anticipated,” “plan,” “expect,” “projected,” “estimate,” “budget,” “pro forma,” “forecast,” “intend,” and similar expressions identify forward-looking statements. Any forward-looking statement is subject to uncertainty. Accordingly, such statements are subject to risks that could cause actual results to differ, possibly materially, from those contemplated in such forward-looking statements. Inevitably, some assumptions used to develop forward-looking statements will not be realized or unanticipated events and circumstances may occur. Therefore, investors should be aware that there are likely to be differences between forward-looking statements and the actual results. These differences could be material and could impact the availability of funds of the Issuer to pay debt service when due on the Bonds.

Tax Matters, Bank Qualification and Loss of Tax Exemption

As discussed under the heading “TAX EXEMPTION AND RELATED TAX MATTERS” herein, the interest on the Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date of delivery of the Bonds, as a result of acts or omissions of the Issuer in violation of its covenants in the Resolution. Should such an event of taxability occur, the Bonds would not be subject to a special redemption and would remain outstanding until maturity or until redeemed under the redemption provisions contained in the Bonds, and there is no provision for an adjustment of the interest rate on the Bonds.

The Issuer will designate the Bonds as “qualified tax-exempt obligations” under the exception provided in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and has further covenanted to comply with certain other requirements, which affords banks and certain other financial institutions more favorable treatment of their deduction for interest expense than would otherwise be allowed under Section 265(b)(2) of the Code. However, the Issuer’s failure to comply with such covenants could cause the Bonds not to be “qualified tax-exempt obligations” and banks and certain other financial institutions would not receive more favorable treatment of their deduction for interest expense than would otherwise be allowed under Section 265(b)(2) of the Code.

It is possible that actions of the Issuer after the closing of the Bonds will alter the tax exempt status of the Bonds, and, in the extreme, remove the tax exempt status from the Bonds. In that instance, the Bonds are not subject to mandatory prepayment, and the interest rate on the Bonds does not increase or otherwise reset. A determination of taxability on the Bonds, after closing of the Bonds, could materially adversely affect the value and marketability of the Bonds.

DTC-Beneficial Owners

Beneficial Owners of the Bonds may experience some delay in the receipt of distributions of principal of and interest on the Bonds since such distributions will be forwarded by the Paying Agent to DTC and DTC will credit such distributions to the accounts of the Participants which will thereafter credit them to the accounts of the Beneficial Owner either directly or indirectly through indirect Participants. Neither the Issuer nor the Paying Agent will have any responsibility or obligation to assure that any such notice or payment is forwarded by DTC to any Participants or by any Participant to any Beneficial Owner.

In addition, since transactions in the Bonds can be effected only through DTC Participants, indirect participants and certain banks, the ability of a Beneficial Owner to pledge the Bonds to persons or entities that do not participate in the DTC system, or otherwise to take actions in respect of such Bonds, may be limited due to lack of a physical certificate. Beneficial Owners will be permitted to exercise the rights of registered Owners only indirectly through DTC and the Participants. See “APPENDIX E – BOOK-ENTRY SYSTEM.”

Proposed Federal Tax Legislation

From time to time, Presidential proposals, federal legislative committee proposals or legislative proposals are made that would, if enacted, alter or amend one or more of the federal tax matters described herein in certain respects or would adversely affect the market value of the Bonds. It cannot be predicted whether or in what forms any of such proposals that may be introduced, may be enacted and there can be no assurance that such proposals will not apply to the Bonds. See “TAX EXEMPTION AND RELATED TAX MATTERS” herein.

Cybersecurity

The Issuer, like many other public and private entities, relies on a large and complex technology environment to conduct its operations. As such, it may face multiple cybersecurity threats including but not limited to, hacking, viruses, malware and other attacks on computer or other sensitive digital systems and networks. There can be no assurances that any security and operational control measures implemented by the Issuer will be completely successful to guard against and prevent cyber threats and attacks. Failure to properly maintain functionality, control, security, and integrity of the Issuer's information systems could impact business operations and systems, and the costs of remedying any such damage could be significant.

Pension and OPEB Information

The Issuer contributes to the Iowa Public Employees' Retirement System ("IPERS"), which is a state-wide multiple-employer cost-sharing defined benefit pension plan administered by the State of Iowa. IPERS provides retirement and death benefits which are established by State statute to plan members and beneficiaries. All full-time employees of the Issuer are required to participate in IPERS. IPERS plan members are required to contribute a percentage of their annual salary, in addition to the Issuer being required to make annual contributions to IPERS. Contribution amounts are set by State statute. The IPERS Annual Comprehensive Financial Report for its fiscal year ended June 30, 2022 (the "IPERS ACFR"), indicates that as of June 30, 2022, the date of the most recent actuarial valuation for IPERS, the funded ratio of IPERS was 89.50%, and the unfunded actuarial liability was approximately \$4.616 billion. The IPERS ACFR identifies the IPERS Net Pension Liability at June 30, 2022, at approximately \$3.778 billion, while its net pension asset at June 30, 2021, was approximately \$345.2 million. The IPERS ACFR is available on the IPERS website, or by contacting IPERS at 7401 Register Drive, Des Moines, IA 50321. See "APPENDIX D – AUDITED FINANCIAL STATEMENTS OF THE ISSUER" for additional information on IPERS.

Bond Counsel, Disclosure Counsel, the Underwriter and the Issuer undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from the IPERS discussed above or included on the IPERS website, including, but not limited to, updates of such information on the State Auditor's website or links to other internet sites accessed through the IPERS website.

In fiscal year ended June 30, 2022, the Issuer's IPERS contribution totaled approximately \$264,127. The Issuer is current in its obligations to IPERS.

Pursuant to Governmental Accounting Standards Board Statement No. 68, IPERS has allocated the net pension liability (asset) among its members, with the Issuer's identified portion at June 30, 2022, at approximately (\$511,287). While the Issuer's contributions to IPERS are controlled by state law, there can be no assurance the Issuer will not be required by changes in State law to increase its contribution requirement in the future, which may have the effect of negatively impacting the finances of the Issuer. See "APPENDIX D – AUDITED FINANCIAL STATEMENTS OF THE ISSUER" for additional information on pension and liabilities of the Issuer.

The Issuer operates a single-employer health benefit plan which provides medical/prescription drug benefits for employees, retirees and their spouses. Group insurance benefits are established under the Iowa Code, Chapter 509A.13. The Issuer currently finances the benefit on a pay-as-you-go basis. For the year ended June 30, 2022, the Issuer contributed \$308,530 and plan members eligible for benefits contributed \$42,320 to the plan. At June 30, 2022, no assets have been accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75. Individuals who are employed by the Issuer and are eligible to participate in the group health plan are eligible to continue health care benefits upon retirement. Retirees under age 65 pay the same premium for the medical/prescription drug benefits as active employees, which results in an implicit rate subsidy. Retired participants must be age 55 or older at retirement, with the exception of special service participants who must be age 50 with 22 years of service. At June 30, 2022, 40 active and one inactive employees or beneficiaries were covered by the benefit terms. See "APPENDIX D – AUDITED FINANCIAL STATEMENTS OF THE ISSUER" for additional information on other post-employment benefits of the Issuer.

Risk of Audit

The Internal Revenue Service has an ongoing program to audit tax-exempt obligations to determine the legitimacy of the tax status of such obligations. No assurance can be given as to whether the Internal Revenue Service will commence an audit of the Bonds. Public awareness of any audit could adversely affect the market value and liquidity of the Bonds during the pendency of the audit, regardless of the ultimate outcome of the audit.

Summary

The foregoing is intended only as a summary of certain risk factors attendant to an investment in the Bonds. In order for potential investors to identify risk factors and make an informed investment decision, potential investors should become thoroughly familiar with this entire Official Statement and the appendices hereto.

LITIGATION

The Issuer encounters litigation occasionally, as a course of business; however, no litigation currently exists that is not believed to be covered by current insurance carriers and the Issuer is not aware of any pending litigation that questions the validity of these Bonds.

ACCOUNTANT

The financial statements of the Issuer as of and for the year ended June 30, 2022, included in this Official Statement as Appendix D, have been audited by the Iowa State Auditor's Office, as stated in their report appearing herein. The Iowa State Auditor's Office has not been engaged to perform, and has not performed, any procedures on the financial statements after June 30, 2022, and also has not performed any procedures relating to this Official Statement.

The financial statements are prepared on the basis of cash receipts and disbursements, which is a basis of accounting other than U.S. generally accepted accounting principles.

PLAN OF FINANCING

The Issuer will use the proceeds of the Bonds to provide funds for the purpose of paying the cost, to that extent, of undertaking the Project and paying certain costs of issuance related to the Bonds.

SOURCES AND USES OF FUNDS*

The following are estimated sources and uses of funds, with respect to the Bonds.

| | |
|--|--------------|
| Sources of Funds | |
| Bond Principal | \$2,450,000* |
| Other Available Funds ⁽¹⁾ | \$ |
| Premium | \$ |
| Total Sources of Funds | \$ |
| Uses of Funds | |
| Project Fund | \$ |
| Costs of Issuance & Contingency ⁽²⁾ | \$ |
| Total Uses of Funds | \$ |

(1) Future fundraising in amount of approximately \$[] will be used to complete the Project.

(2) Includes, among other things, payment of certain legal, financial and other expenses related to the issuance of the Bonds (including, without limitation, underwriters' discount). See the discussion under the caption "UNDERWRITING" herein.

TAX EXEMPTION AND RELATED TAX MATTERS

Federal Income Tax Exemption

The opinion of Bond Counsel will state that under present laws and rulings, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on noncorporate taxpayers under the Code.

The opinion set forth in the preceding sentence will be subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds. In the resolution authorizing the issuance of the Bonds, the Issuer will covenant to comply with all such requirements.

There may be certain other federal tax consequences to the ownership of the Bonds by certain taxpayers, including without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security and Railroad Retirement benefits, taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations, and corporations that may be subject to the alternative minimum tax. Bond Counsel will express no opinion with respect to other federal tax consequences to owners of the Bonds. Prospective purchasers of the Bonds should consult with their tax advisors as to such matters.

* Preliminary, subject to change.

Ownership of the Bonds may result in other state and local tax consequences to certain taxpayers. Bond Counsel expresses no opinion regarding any such collateral consequences arising with respect to the Bonds. Prospective purchasers of the Bonds should consult their tax advisors regarding the applicability of any such state and local taxes.

Proposed Changes in Federal and State Tax Law

From time to time, there are Presidential proposals, proposals of various federal committees, and legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to herein or adversely affect the marketability or market value of the Bonds or otherwise prevent holders of the Bonds from realizing the full benefit of the tax exemption of interest on the Bonds. Further, such proposals may impact the marketability or market value of the Bonds simply by being proposed. No prediction is made whether such provisions will be enacted as proposed or concerning other future legislation affecting the tax treatment of interest on the Bonds. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value, marketability or tax exempt status of the Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Bonds would be impacted thereby.

Purchasers of the Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any proposed or pending legislation, regulatory initiatives or litigation.

Qualified Tax-Exempt Obligations

In the resolution authorizing the issuance of the Bonds, the Issuer will designate the Bonds as “qualified tax exempt obligations” within the meaning of Section 265(b)(3) of the Code relating to the ability of financial institutions to deduct from income for federal income tax purposes a portion of the interest expense that is allocable to tax-exempt obligations. In the opinion of Bond Counsel, the Bonds are “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code.

Original Issue Premium

The Bonds maturing in the years _____ are being issued at a premium to the principal amount payable at maturity. Except in the case of dealers, which are subject to special rules, Bondholders who acquire the Bonds at a premium must, from time to time, reduce their federal tax bases for the Bonds for purposes of determining gain or loss on the sale or payment of such Bonds. Premium generally is amortized for federal income tax purposes on the basis of a bondholder’s constant yield to maturity or to certain call dates with semiannual compounding. Bondholders who acquire any Bonds at a premium might recognize taxable gain upon sale of the Bonds, even if such Bonds are sold for an amount equal to or less than their original cost. Amortized premium is not deductible for federal income tax purposes. Bondholders who acquire any Bonds at a premium should consult their tax advisors concerning the calculation of bond premium and the timing and rate of premium amortization, as well as the state and local tax consequences of owning and selling the Bonds acquired at a premium.

Original Issue Discount

The Bonds maturing in the years _____ (collectively, the “Discount Bonds”) are being sold at a discount from the principal amount payable on such Discount Bonds at maturity. The difference between the price at which a substantial amount of the Discount Bonds of a given maturity is first sold to the public (the “Issue Price”) and the principal amount payable at maturity constitutes “original issue discount” under the Code. The amount of original issue discount that accrues to a holder of a Discount Bond under Section 1288 of the Code (“Section 1288”) is excluded from federal gross income to the same extent that stated interest on such Discount Bond would be so excluded. The amount of the original issue discount that accrues with respect to a Discount Bond under Section 1288 is added to the owner’s federal tax basis in determining gain or loss upon disposition of such Discount Bond (whether by sale, exchange, redemption or payment at maturity).

Interest in the form of original issue discount accrues under Section 1288 pursuant to a constant yield method that reflects semiannual compounding on dates that are determined by reference to the maturity date of the Discount Bond. The amount of original issue discount that accrues for any particular semiannual accrual period generally is equal to the excess of (1) the product of (a) one-half of the yield on such Discount Bonds (adjusted as necessary for an initial short period) and (b) the adjusted issue price of such Discount Bonds, over (2) the amount of stated interest actually payable. For purposes of the preceding sentence, the adjusted issue price is determined by adding to the Issue Price for such Discount Bonds the original issue discount that is treated as having accrued during all prior semiannual accrual periods. If a Discount Bond is sold or otherwise disposed of between semiannual compounding dates, then the original issue discount that would have accrued for that semiannual accrual period for federal income tax purposes is allocated ratably to the days in such accrual period.

An owner of a Discount Bond who disposes of such Discount Bond prior to maturity should consult owner's tax advisor as to the amount of original issue discount accrued over the period held and the amount of taxable gain or loss upon the sale or other disposition of such Discount Bond prior to maturity.

Owners who purchase Discount Bonds in the initial public offering but at a price different than the Issue Price should consult their own tax advisors with respect to the tax consequences of the ownership of Discount Bonds.

The Code contains provisions relating to the accrual of original issue discount in the case of subsequent purchasers of bonds such as the Discount Bonds. Owners who do not purchase Discount Bonds in the initial offering should consult their own tax advisors with respect to the tax consequences of the ownership of the Discount Bonds.

Original issue discount that accrues in each year to an owner of a Discount Bond may result in collateral federal income tax consequences to certain taxpayers. No opinion is expressed as to state and local income tax treatment of original issue discount. All owners of Discount Bonds should consult their own tax advisors with respect to the federal, state, local and foreign tax consequences associated with the purchase, ownership, redemption, sale or other disposition of Discount Bonds.

LEGAL MATTERS

Legal matters incident to the authorization, issuance and sale of the Bonds and with regard to the tax-exempt status of the interest thereon (see "TAX EXEMPTION AND RELATED TAX MATTERS" herein) are subject to the approving legal opinion of Dorsey & Whitney LLP, Des Moines, Iowa, Bond Counsel, a form of which is attached hereto as "APPENDIX B – FORM OF BOND COUNSEL OPINION." Signed copies of the opinion, dated and premised on law in effect as of the date of original delivery of the Bonds, will be delivered to the Underwriter at the time of such original delivery. The Bonds are offered subject to prior sale and to the approval of legality of the Bonds by Bond Counsel. Dorsey & Whitney LLP is also serving as Disclosure Counsel to the Issuer in connection with issuance of the Bonds.

The legal opinion to be delivered will express the professional judgment of Bond Counsel, and by rendering a legal opinion, Bond Counsel does not become an insurer or guarantor of the result indicated by that expression of professional judgment or of the transaction or the future performance of the parties to the transaction.

RATING

The Bonds are rated "[]" by S&P. The rating reflects only the views of S&P, and an explanation of the significance of that rating may be obtained only from S&P and its published materials. The rating described above is not a recommendation to buy, sell or hold the Bonds. There can be no assurance that any rating will continue for any given period of time or that it will not be revised downward or withdrawn entirely if, in the judgment of S&P, circumstances so warrant. Therefore, after the date hereof, investors should not assume that the rating is still in effect. A downward revision or withdrawal of the rating is likely to have an adverse effect on the market price and marketability of the Bonds. The Issuer has not assumed any responsibility either to notify the owners of the Bonds of any proposed change in or withdrawal of any rating subsequent to the date of this Official Statement, except in connection with the reporting of events as provided in the Continuing Disclosure Certificate, or to contest any revision or withdrawal.

CONTINUING DISCLOSURE

The Issuer will covenant in a Continuing Disclosure Certificate for the benefit of the Owners and Beneficial Owners of the Bonds to provide annually certain financial information and operating data relating to the Issuer (the "Annual Report"), and to provide notices of the occurrence of certain enumerated events. The Annual Report is to be filed by the Issuer no later than twelve months after the close of each fiscal year, commencing with the fiscal year ending June 30, 2023, with the Municipal Securities Rulemaking Board, at its internet repository named "Electronic Municipal Market Access" ("EMMA"). The notices of events, if any, are also to be filed with EMMA. See "APPENDIX C – FORM OF CONTINUING DISCLOSURE CERTIFICATE." The specific nature of the information to be contained in the Annual Report or the notices of events, and the manner in which such materials are to be filed, are summarized in "APPENDIX C – FORM OF CONTINUING DISCLOSURE CERTIFICATE." These covenants have been made in order to assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the "Rule").

During the previous five years, the Issuer did not timely file notices of incurrence of financial obligations, did not file or timely file certain annual operating data for its fiscal year ended June 30, 2020, and did not file notice of its failure to provide the aforementioned information on or before the date specified in its prior continuing disclosure undertakings.

UNDERWRITING

The Bonds are being purchased, subject to certain conditions, by D.A. Davidson & Co. (the "Underwriter"). The Underwriter has agreed, subject to certain conditions, to purchase all, but not less than all, of the Bonds at an aggregate purchase price of \$ _____ (reflecting the par amount of the Bonds with original issue premium of \$ _____ and an underwriter's discount of \$ _____).

The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into unit investment trusts, certain of which may be sponsored or managed by the Underwriter) at prices lower than the initial public offering prices stated on the cover page. The initial public offering prices of the Bonds may be changed, from time to time, by the Underwriter.

The Underwriter intends to engage in secondary market trading of the Bonds subject to applicable securities laws. The Underwriter is not obligated, however, to repurchase any of the Bonds at the request of the holder thereof.

MISCELLANEOUS

Brief descriptions or summaries of the Issuer, the Bonds, the Resolution and other documents, agreements and statutes are included in this Official Statement. The summaries or references herein to the Bonds, the Resolution and other documents, agreements and statutes referred to herein, and the description of the Bonds included herein, do not purport to be comprehensive or definitive, and such summaries, references and descriptions are qualified in their entirety by reference to such documents, and the description herein of the Bonds is qualified in its entirety by reference to the form thereof and the information with respect thereto included in the aforesaid documents. Copies of such documents may be obtained from the Issuer.

Any statements in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not as representations of fact, and no representation is made that any of the estimates will be realized. This Official Statement is not to be construed as a contract or agreement between the Issuer and the purchasers or Owners of any of the Bonds.

The attached APPENDICES A, B, C, D and E are integral parts of this Official Statement and must be read together with all of the foregoing statements.

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bonds nor any error in the printing of such numbers shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for any Bonds.

The Issuer has reviewed the information contained herein which relates to it and has approved all such information for use within this Official Statement. The execution and delivery of this Official Statement has been duly authorized by the Issuer.

City of Nevada, Iowa

/s/ _____

APPENDIX A
INFORMATION ABOUT THE ISSUER

CITY OF NEVADA, IOWA

1209 6th St.
Nevada, Iowa 50201
(515) 382-5466

MAYOR and CITY COUNCIL

| | |
|--|---------------------------------------|
| Brett Barker , Mayor | <i>Term Expires December 31, 2025</i> |
| Barb Mittman , Council Member – First Ward | <i>Term Expires December 31, 2023</i> |
| Brian Hanson , Council Member – Second Ward | <i>Term Expires December 31, 2025</i> |
| Sandy Ehrig , Council Member – Third Ward | <i>Term Expires December 31, 2023</i> |
| Dane Neilson , Council Member – Fourth Ward | <i>Term Expires December 31, 2025</i> |
| Jason Sampson , Council Member – At-Large | <i>Term Expires December 31, 2023</i> |
| Steve Skaggs , Council Member – At-Large | <i>Term Expires December 31, 2025</i> |

CITY OFFICIALS

Jordan Cook, City Administrator
Kerin Wright, City Clerk

BOND AND DISCLOSURE COUNSEL

Dorsey & Whitney, LLP
801 Grand Ave. #4100
Des Moines, IA 50309

UNDERWRITER

D.A. Davidson & Co.
515 East Locust Street, Suite 200
Des Moines, IA 50309

GENERAL INFORMATION

Nevada, the county seat of Story County in central Iowa, is located 42 miles north of Des Moines, the state capital. The majority of the business portion of Nevada is located on the north side of U.S. Highway 30, and the residential area is split by U.S. Highway 30. The City is five miles east of Interstate 35 and twenty-five miles north of Interstate 80. Nevada covers an area of 5.78 square miles. The City of Nevada owns and operates its municipal water and wastewater systems, and has is completing construction of a new wastewater treatment plant. Gas and electric is supplied by Alliant Energy and the phone service is provided by Iowa Telecom.

The City operates under the mayor-council form of government with six council members. Law enforcement is provided by nine fulltime police officers. Fire protection is handled by a full-time fire chief assisted by over 40 volunteer fire fighters. Equipment for firefighting includes a 75' aerial pumper, two pumper trucks, and a vehicle for the fire chief.

Nevada is served by the Union Pacific Railroad. Four intrastate carriers and seven interstate carriers serve the community. The nearest public airport is seven miles away in Ames. The nearest commercial air service is in Des Moines.

The Nevada Community School District includes one senior high school, one junior high school and one elementary school all located in Nevada. This school system is well known for its quality innovative education. The approximate enrollment is 1,535 students. The population of the school district is approximately 8,500 and covers an area of 118 square miles. Des Moines Area Community College has sites in Ankeny twenty-five miles south of Nevada and Boone twenty-five miles west of Nevada, and also a satellite in Ames. Iowa State University is located in Ames, nine miles west of Nevada.

There are 20 public parks in or within 45 minutes of the community. Included in these parks are campgrounds, softball diamonds, lighted tennis courts, Frisbee golf, soccer fields, multi-purpose courts, picnic areas, play equipment, fishing and swimming. The Fawcett Family Aquatic Center, a fee supported facility, is located in Nevada. Also available for recreation in Nevada is a country club with a nine-hole golf course, and a bowling alley. Several civic, fraternal and social organizations are readily available. The library has over 90,000 volumes, magazines, newspaper subscriptions and records. There are ten churches within the community for the religious needs and activities of its residents.

Story County Medical Center was founded in 1908 by community members and the Seventh-Day Adventist Church. The previous facility was originally built in Nevada in 1951. In 1969 a wing was added and the older section was renovated. These long-term care

institutions are capably staffed twenty-four hours a day and feature the most up-to-date equipment, including a coronary care unit. Recently a new medical center was built just south of Highway 30. Life Flight service is available from Des Moines, 40 miles south, with the only on-site helipad in Story County. EMT ambulance service is available locally. A new assisted living facility is being planned for construction beginning the summer of 2023 on the Story County Medical Center campus which will include 40 apartments, and will also include a secure memory care wing to accommodate individuals who have Alzheimer's, dementia or other memory care needs.

POPULATION

Population trends for the city, county and state are as follows:

| | <u>1980</u> | <u>1990</u> | <u>2000</u> | <u>2010</u> | <u>2020</u> |
|----------------|-------------|-------------|-------------|-------------|-------------|
| City of Nevada | 5,912 | 6,009 | 6,658 | 6,798 | 6,925 |
| Story County | 72,326 | 74,252 | 79,981 | 89,542 | 98,537 |
| State of Iowa | 2,913,808 | 2,776,755 | 2,926,324 | 3,046,355 | 3,190,369 |

Source: U.S. Census Bureau

MEDIAN HOUSEHOLD INCOME

Grinnell had an estimated, median household income of \$64,198, compared to \$65,429 for the State of Iowa. The following table represents the distribution of household incomes for the City according to the 2017-2021 American Community Survey 5 year estimated table:

| <u>Household Income</u> | <u># of Households</u> | <u>% of Households</u> |
|-------------------------|------------------------|------------------------|
| Less than \$10,000 | 165 | 5.35% |
| \$10,000 to \$14,999 | 163 | 5.29% |
| \$15,000 to \$24,999 | 222 | 7.20% |
| \$25,000 to \$34,999 | 188 | 6.10% |
| \$35,000 to \$49,999 | 421 | 13.66% |
| \$50,000 to \$74,999 | 556 | 18.03% |
| \$75,000 to \$99,999 | 606 | 19.66% |
| \$100,000 to \$149,999 | 452 | 14.66% |
| \$150,000 to \$199,999 | 188 | 6.10% |
| \$200,000 or more | <u>122</u> | 3.96% |
| TOTAL | 3,083 | |

Source: U.S. Census Bureau

MAJOR EMPLOYERS

| <u>Employer</u> | <u>Type of Business</u> | <u>Approximate Number of Employees⁽¹⁾</u> |
|---|----------------------------------|--|
| Burke Corporation | Manufacture Pizza Toppings | 350 |
| Story County Medical ⁽³⁾ | Hospital/Clinic | 280 |
| Story County ⁽³⁾ | County Government | 259 |
| Nevada Comm School District | School | 250 |
| ALMACO ⁽²⁾ | Manufacture specialty combines | 190 |
| Verbio | Manufactures Cellulosic Combines | 100 |
| Vier Enterprises LC | Manufacture tooling items | 85 |
| Priority Envelope | Manufacture printed envelopes | 85 |
| General Financial Services/Print Graphics | Manufacture forms and documents | 68 |
| Hertz Farm Management | Farm Management/Sales | <u>52</u> |
| Top 10 Total: | | 1,719 |

1) Includes full time and part time employees.

2) Approximately 65% of the employees work in Grinnell.

3) The County hires additional seasonal employees during the summer.

Source: The City.

TAXABLE RETAIL SALES TREND

| Year Ended June 30 | City of Nevada | | Story County | |
|-----------------------|----------------|-------------------|-----------------|-------------------|
| | Retail Sales | No. of Businesses | Retail Sales | No. of Businesses |
| 2021 | \$68,950,016 | 221 | \$1,163,082,228 | 2,273 |
| 2020 | \$58,693,058 | 222 | \$1,089,847,686 | 2,024 |
| 2019 | \$58,201,223 | 226 | \$1,080,443,577 | 2,003 |
| 2018 | \$66,227,278 | 229 | \$1,084,814,125 | 1,971 |
| 2017 | \$57,430,639 | 227 | \$1,086,907,249 | 1,981 |

Source: Iowa Department of Revenue and Finance, Iowa Retail Sales and Use Tax Reports.

BUILDING PERMIT TREND

| | <u>CY2022</u> | <u>CY2021</u> | <u>CY2020</u> | <u>CY2019</u> | <u>CY2018</u> |
|----------------------|---------------|---------------|---------------|---------------|---------------|
| Residential | | | | | |
| No. of New Permits | 4 | 6 | 3 | 13 | 18 |
| Valuation | \$1,609,657 | \$2,497,106 | \$1,073,700 | \$4,550,000 | \$4,850,000 |
| Commercial | | | | | |
| No. of New Permits | 3 | 11 | 4 | 12 | 32 |
| Valuation | \$2,850,000 | \$8,789,700 | \$23,170,200 | \$150,538,000 | \$680,000 |
| Additions/Remodeling | | | | | |
| No. of New Permits | 19 | 20 | 8 | 19 | 9 |
| Valuation | \$804,000 | \$474,000 | \$513,000 | \$380,000 | \$545,000 |
| Total Permits | 26 | 37 | 15 | 44 | 59 |
| Total Valuations | \$5,263,657 | \$11,760,806 | \$24,756,900 | \$155,468,000 | \$6,075,000 |

Source: The City.

UNEMPLOYMENT STATISTICS

| | <u>2022</u> | <u>2021</u> | <u>2020</u> | <u>2019</u> | <u>2018</u> |
|-----------------|-------------|-------------|-------------|-------------|-------------|
| County of Story | 2.0% | 2.7% | 3.5% | 1.8% | 1.6% |
| State of Iowa | 2.7% | 3.8% | 5.2% | 2.7% | 2.6% |

Source: Iowa Workforce Development.

SCHEDULE OF RECEIPTS AND DISBURSEMENTS (General Fund)

| Fiscal Year | Beginning | | | Ending |
|-------------|-------------|-------------|---------------|-------------|
| | Balance | Receipts | Disbursements | Balance |
| 2021/22 | \$9,628,377 | \$3,382,737 | \$6,466,576 | \$6,544,538 |
| 2020/21 | \$8,293,364 | \$5,107,251 | \$3,772,238 | \$9,628,377 |
| 2019/20 | \$7,834,976 | \$4,322,922 | \$3,864,534 | \$8,293,364 |
| 2018/19 | \$3,438,397 | \$8,056,862 | \$3,660,283 | \$7,834,976 |
| 2017/18 | \$3,229,532 | \$3,563,853 | \$3,354,988 | \$3,438,397 |

Source: The City's Audited Financial Statements.

SCHEDULE OF RECEIPTS AND DISBURSEMENTS (*All Funds*)

| <u>Fiscal Year</u> | <u>Beginning Balance</u> | <u>Receipts</u> | <u>Disbursements</u> | <u>Ending Balance</u> |
|--------------------|------------------------------|-----------------|----------------------|---------------------------|
| 2021/22 | \$21,204,414 | \$10,167,817 | \$11,094,529 | \$20,277,702 |
| 2020/21 | \$21,995,478 | \$9,799,202 | \$10,590,266 | \$21,204,414 |
| 2019/20 | \$17,341,450 | \$17,693,490 | \$13,039,462 | \$21,995,478 |
| 2018/19 | \$13,481,645 | \$16,551,828 | \$12,692,023 | \$17,341,450 |
| 2017/18 | \$13,224,230 | \$12,854,807 | \$12,597,392 | \$13,481,645 |

Source: *The City's Audited Financial Statements.*

BREAKDOWN OF CITY TAX LEVY

| | | | | | |
|-------------------------|----------------|----------------|----------------|----------------|----------------|
| Valuation Year: | 2021 | 2020 | 2019 | 2018 | 2017 |
| <u>Collection Year:</u> | <u>2022/23</u> | <u>2021/22</u> | <u>2020/21</u> | <u>2019/20</u> | <u>2018/19</u> |
| General | 8.10000 | 8.10000 | 8.10000 | 8.10000 | 8.10000 |
| Outside \$8.10 | 0.64835 | 0.57734 | 1.10235 | 1.07036 | 1.21169 |
| Debt Service | 3.04399 | 2.68575 | 1.95441 | 1.92174 | 1.74233 |
| Other | <u>2.82201</u> | <u>3.25491</u> | <u>3.46124</u> | <u>3.52590</u> | <u>3.56398</u> |
| Total Levy | 14.61435 | 14.61800 | 14.61800 | 14.61800 | 14.61800 |
| City Ag Land | 3.03490 | 3.00375 | 3.00375 | 3.00375 | 3.00375 |

Source: *Iowa Department of Management.*

TAX RATE PER \$1,000 OF TAXABLE VALUATION (*All Taxing Districts*)

| | | | | | |
|-------------------------|----------------|----------------|----------------|----------------|----------------|
| Valuation Year: | 2021 | 2020 | 2019 | 2018 | 2017 |
| <u>Collection Year:</u> | <u>2022/23</u> | <u>2021/22</u> | <u>2020/21</u> | <u>2019/20</u> | <u>2018/19</u> |
| City of Nevada | 14.61435 | 14.61800 | 14.61800 | 14.61800 | 14.61800 |
| Story County | 4.50207 | 4.95627 | 5.02778 | 5.12714 | 5.06487 |
| County Assessor | 0.42803 | 0.50620 | 0.44753 | 0.47087 | 0.49808 |
| Ag. Extension | 0.11527 | 0.07582 | 0.07960 | 0.07784 | 0.08154 |
| Nevada CSD | 14.71343 | 14.91083 | 14.71656 | 16.81278 | 16.81478 |
| DMACC | 0.69448 | 0.67789 | 0.63533 | 0.65249 | 0.69468 |
| County Hospital | 0.93350 | 0.87250 | 0.90891 | 0.94500 | 0.85000 |
| State (Bruc./T.B.) | <u>0.0024</u> | <u>0.0026</u> | <u>0.0027</u> | <u>0.0028</u> | <u>0.0029</u> |
| Nevada Resident: | 36.00353 | 36.62011 | 36.43641 | 38.70692 | 38.62485 |

Source: *Iowa Department of Management.*

TAX COLLECTION TREND (*All Funds*)

| <u>Valuation Year</u> | <u>Collection Year</u> | <u>Amount Levied</u> | <u>Amount Collected*</u> | <u>Percent Collected</u> |
|---------------------------|----------------------------|--------------------------|--------------------------------------|------------------------------|
| 2021 | 2022/23 | \$4,159,581 | <i>In the process of collection.</i> | |
| 2020 | 2021/22 | \$4,021,145 | \$4,023,029 | 100.05% |
| 2019 | 2020/21 | \$3,859,776 | \$3,940,058 | 102.08% |
| 2018 | 2019/20 | \$4,021,105 | \$3,945,851 | 98.13% |
| 2017 | 2018/19 | \$3,054,505 | \$3,049,824 | 99.85% |

* Includes delinquent taxes, if any.

Source: *The City.*

CURRENT FUND BALANCES (as of December 31, 2022)

| | | | |
|------------------------------------|-------------|-------------------------|--------------|
| General | \$4,757,276 | Emergency Fund | \$ 42,206 |
| Sc/Fieldhouse | 3,497,541 | Flex Benefit Revolving | 40,251 |
| Sewer Construction | 3,152,944 | Trail Maintenance | 32,790 |
| Water | 2,971,841 | Cemetary Cip/Land | 26,852 |
| Sewer | 2,486,814 | Library Trust | 19,377 |
| Road Use Tax | 2,347,818 | Gates Hall Piano | 19,285 |
| Tax Increment Financing | 2,130,078 | Fire Trust | 17,707 |
| 2019 Cip Work | 1,562,337 | Hotel Motel | 15,440 |
| Water Plant Upgrade Rsr | 1,514,098 | Asset Forfeiture | 12,365 |
| Revolving Fund | 1,438,199 | Senior Center Trust | 9,915 |
| Local Option Sales Tax | 1,266,444 | 4th Of July Trust | 7,560 |
| Arp Funds | 1,010,120 | Score-Undesignated | 5,773 |
| Storm Water | 986,993 | Hattery Trust | 5,000 |
| Sewer Srf Revolving | 734,375 | Columbarian Maintenance | 4,689 |
| Debt Service | 683,060 | Trees Forever | 4,629 |
| Water 2012c/2020b Bond | 644,442 | Health Ins, Self Fund | 4,416 |
| Employee Benefits | 544,321 | Restricted Gifts | 2,948 |
| Water Capital Revolving | 477,474 | North Story Baseball | 2,729 |
| Rut Capital | 437,895 | Community Band | 1,256 |
| Trail Cip Reserve Projt | 394,392 | Ch Campus Proj | 596 |
| Sewer Equip Revolving | 382,897 | Score O&M | 268 |
| Danielson Trust | 332,565 | Lib Bldg Trust | 198 |
| Other Internal Serv Fun | 313,788 | 2017 Sts/Wt/Se/Strm Pro | (221) |
| Lmi-Subfund | 190,718 | Landfill/Garbage | (30,609) |
| Perpetual Care | 164,112 | Jordan Well | (48,191) |
| Park Open Space | 148,668 | Cbd Downtown Impr | (119,937) |
| Library Addition | 97,116 | Srf Sponsored Project | (374,627) |
| Sidewalk Improvements | 96,206 | 2021 Sts 11th/S14 | (671,401) |
| Water Deposits | 88,980 | Sewer Cap Imp Project | (696,827) |
| <i>Continued on Next Column...</i> | | TOTAL: | \$33,187,947 |

Source: The City.

VALUATION BY PROPERTY CLASSIFICATION

The following table presents the January 1, 2021 and January 1 2022 100% Assessed and Taxable Valuations of the County by property classification (for Fiscal Year 2022/23 and 2023/24 tax levies).

| | As of January 1, 2021 (2022/23 Collection) | | As of January 1, 2022* (2023/24 Collection) | |
|-----------------------------------|---|--------------------------------------|--|--------------------------------------|
| | 100% Actual Valuation | Taxable Valuation (With Rollback) | 100% Actual Valuation | Taxable Valuation (With Rollback) |
| Residential | \$332,493,900 | \$176,039,381 | \$364,678,136 | \$194,965,965 |
| Commercial | \$50,431,587 | \$44,717,067 | \$54,974,954 | \$42,687,467 |
| Industrial | \$36,654,553 | \$32,647,943 | \$43,326,748 | \$37,615,436 |
| Multiresidential | \$27,821,970 | \$17,617,794 | | \$0 |
| Railroads | \$10,632,975 | \$9,569,678 | \$11,390,758 | \$10,244,864 |
| Utilities w/o Gas & Electric | \$107,998 | \$107,998 | \$0 | \$0 |
| Other | \$0 | \$0 | \$0 | \$0 |
| Gross Valuation | \$458,142,983 | \$280,699,861 | \$474,370,596 | \$285,513,732 |
| Less: Military Exemption | (\$450,036) | (\$450,036) | (\$405,588) | (\$405,588) |
| Net Valuation | \$457,692,947 | \$280,249,825 | \$473,965,008 | \$285,108,144 |
| Taxable Increment Valuation (TIF) | \$19,042,890 | \$19,042,890 | \$20,060,262 | \$20,060,262 |
| Taxed Separately | | | | |
| Ag. Land | \$1,840,100 | \$1,638,448 | \$1,989,100 | \$1,822,873 |
| Ag. Buildings | \$1,100 | \$979 | \$1,100 | \$1,008 |
| Gas & Electric | \$16,595,597 | \$2,547,769 | \$16,694,879 | \$2,548,023 |

*Subject to final certification on July 1, 2023.

Source: Iowa Department of Management.

TIF used to compute debt service levies and constitutional debt limit

VALUATION TREND

| Valuation Year | Payable Fiscal Year | 100% Actual Valuation | Taxable Valuation (With Rollback) | Taxable Increment Valuation (TIF) | Total Taxable Valuation |
|-------------------|------------------------|--------------------------|--------------------------------------|--------------------------------------|----------------------------|
| 2022* | 2023/24 | \$512,710,349 | \$287,656,167 | \$20,060,262 | \$307,716,429 |
| 2021 | 2022/23 | \$495,172,634 | \$282,797,594 | \$19,042,890 | \$301,840,484 |
| 2020 | 2021/22 | \$488,400,180 | \$269,995,018 | \$40,049,195 | \$310,044,213 |
| 2019 | 2020/21 | \$471,270,510 | \$262,548,035 | \$29,279,120 | \$291,827,155 |
| 2018 | 2019/20 | \$468,468,997 | \$273,180,211 | \$32,163,206 | \$305,343,417 |
| 2017 | 2018/19 | \$459,548,012 | \$199,647,828 | \$99,205,158 | \$298,852,986 |

The 100% actual valuations, before rollback and after reduction of military exemption, include ag land and buildings, TIF increment, and gas and electric utilities and are used for calculating debt capacity. The taxable valuations, with the rollback and after the reduction of military exemption, include gas and electric utilities, exclude ag land and buildings, and exclude taxable TIF increment value, which is shown separately. Iowa cities certify operating levies against taxable value excluding TIF increment. However, debt service levies are certified against taxable value including TIF increment.

*Subject to final certification on July 1, 2023.

Source: Iowa Department of Management.

LARGER TAXPAYERS BY VALUATION

Set forth in the following table are the persons or entities that represent larger taxpayers within the boundaries of the City, as provided by the Story County Auditor's office. No independent investigation has been made of and no representation is made herein as to the financial condition of any of the taxpayers listed below or that such taxpayers will continue to maintain their status as major taxpayers in the City. With the exception of the electric and natural gas providers (which is subject to an excise tax in accordance with Iowa Code chapter 437A), the City's tax levy is applicable to all of the properties included in the table, and thus taxes expected to be received by the City from such taxpayers will be in proportion to the assessed valuations of the properties. The total tax bill for each of the properties is dependent upon the tax levies of the other taxing entities which overlap the properties.

Top Ten Taxpayers by 2021 Taxable Value (for 2022/23 collection):

| <u>Taxpayer</u> | <u>1/1/2021 Taxable Valuation for FY 2022/23</u> |
|---|--|
| Interstate Power & Light CO | \$13,655,013 |
| Lincolnway Energy LLC | 11,649,800 |
| Union Pacific Corporation | 10,632,975 |
| Vanhouweling Property LLC | 7,869,500 |
| Key Cooperative | 7,355,400 |
| Flummerfelt's County Club Estates MHC LLC | 7,202,600 |
| Verbio Nevada LLC | 7,192,600 |
| Burke Marketing Corporation | 5,514,100 |
| Iowa Falls Nursing Corp | 5,378,400 |
| Vier Enterprises LC | 4,707,800 |
| Total Top 10 Taxable Valuation: | <u>\$81,158,188</u> |

Top 10 as % of Total 2021 Taxable Valuation: 26.9%

Source: Story County.

DEBT LIMIT CALCULATION

The amount of general obligation debt a political subdivision of the State of Iowa can incur is controlled by constitutional debt limit which is an amount equal to 5% of the value of taxable property within its limits as ascertained by the last state and county tax lists. The Issuer's debt limit, based upon 2021 property valuations, is illustrated below:

| | |
|---|----------------------|
| Total Market Value, 2021 | \$495,622,670 |
| Less: Military Exemption | (450,036) |
| 100% Assessed Valuation | <u>\$495,172,634</u> |
| | x 5% |
| Legal Debt Limit (A) | <u>\$24,758,632</u> |
| Debt Applicable to Limit: | |
| Total Bonds/Notes Subject to Debt Limit (B) | \$12,650,000* |
| Legal Debt Limit Available (A - B) | \$12,108,632 |
| Percentage of Debt Limit Available | 48.91% |

*Preliminary. Subject to change.

GENERAL OBLIGATION DEBT

| Date of Issue | Original Amount | Purpose | Final Maturity | Principal Outstanding as of 06/07/2023 |
|------------------|--------------------|--|-------------------|--|
| 9/2012B | \$7,320,000 | Advance Refund 2008C Urban Renewal Bonds, Funding Library Improvements | 6/2026 | \$275,000 |
| 9/2017 | 2,850,000 | Advance Refunding Series 2013 G.O. Bonds (due 2021-2026) | 6/2026 | 1,020,000 |
| 4/2020 | 8,905,000 | G.O. Bonds | 6/2032 | 8,905,000 |
| 6/2023 | 2,450,000 | Infrastructure Improvements and Fieldhouse Project | 6/2026 | 2,450,000* |
| | | | Total: | \$12,650,000 |

*Preliminary. Subject to change.

Fiscal Year General Obligation Debt Payments

| Year Ended | Outstanding G.O. Debt | | | G.O. Series 2023* | | | TOTAL G.O. |
|---------------|--------------------------|---------------|------------------|-------------------|---------------|----------------|------------------|
| | Principal | Interest | P+I | Principal | Interest | P+I | P+I |
| June 30, | | | | | | | |
| 2024 | \$735,000 | \$212,063 | \$947,063 | \$855,000 | \$106,167 | \$961,167 | \$1,789,463 |
| 2025 | 825,000 | 192,391 | 1,017,391 | 785,000 | 63,800 | 848,800 | 1,866,191 |
| 2026 | 1,015,000 | 173,993 | 1,188,993 | <u>810,000</u> | <u>32,400</u> | <u>842,400</u> | 2,031,393 |
| 2027 | 1,140,000 | 152,500 | 1,292,500 | | | | 1,292,500 |
| 2028 | 1,245,000 | 129,700 | 1,374,700 | | | | 1,374,700 |
| 2029 | 1,270,000 | 104,800 | 1,374,800 | | | | 1,374,800 |
| 2030 | 1,295,000 | 79,400 | 1,374,400 | | | | 1,374,400 |
| 2031 | 1,325,000 | 53,500 | 1,378,500 | | | | 1,378,500 |
| 2032 | <u>1,350,000</u> | <u>27,000</u> | <u>1,377,000</u> | | | | <u>1,377,000</u> |
| Total | \$10,200,000 | \$1,125,346 | \$11,325,346 | \$2,450,000 | \$202,367 | \$2,652,367 | \$13,858,946 |

*Preliminary. Subject to change.

OTHER CITY DEBT

Water Revenue Debt

| Date of Issue | Original Amount | Purpose | Final Maturity | Principal Outstanding as of 06/07/2023 |
|------------------|--------------------|---|-------------------|--|
| 7/2020B | \$2,765,000 | Current Refunding 2012C Water Refunding Bonds | 6/2027 | \$1,495,000 |

Sewer Revenue Debt

| Date of Issue | Original Amount | Purpose | Final Maturity | Principal Outstanding as of 06/07/2023 |
|------------------|--------------------|---------------|-------------------|--|
| 1/2021 | \$ 1,360,000 | Sewer Revenue | 6/2042 | \$1,300,000 |
| 4/2021 | 10,000,000 | Sewer Revenue | 6/2042 | 9,561,000 |
| 1/2022 | 10,000,000 | Sewer Revenue | 6/2042 | 9,999,000 |
| 9/2022 | 20,838,000 | Sewer Revenue | 6/2052 | <u>12,000,000</u> |
| | | | Total: | \$32,860,000 |

FINANCIAL SUMMARY as of 6/7/23

| | | |
|--|------------------|-------------------|
| City of Nevada, Iowa | FY 2021 | FY 2022** |
| 100% Valuation | \$495,172,634 | \$512,710,349 |
| Taxable Valuation (excludes ag. value) | \$301,840,484 | \$307,716,429 |
| General Obligation Debt | \$12,650,000* | \$12,650,000* |
| Direct General Obligation Debt per Capita (2020 Census: 6,925) | \$1,826.71* | \$1,826.71* |
| Total Direct and Indirect General Obligation Debt per Capita | \$2,587.40* | \$2,585.96* |
| Ratio of Direct General Obligation Debt to 100% Valuation | 2.55%* | 2.47%* |
| Ratio of Direct and Indirect G. O. Debt to 100% Valuation per Capita | 3.62%* | 3.49%* |
| 100% Valuation per Capita | \$71,505.07 | \$74,037.60 |
| Sewer Revenue Debt | \$32,860,000 | \$32,860,000 |
| Water Revenue Debt | \$1,495,000 | \$1,495,000 |
| Overlapping Debt: | | |
| Story County | | |
| 100% Valuation | \$9,273,484,656 | \$9,399,284,234 |
| Taxable Valuation | \$5,817,554,657 | \$5,835,737,049 |
| General Obligation Bonded Debt | \$4,179,681 | \$4,179,681 |
| Percent Allocable to City | 5.19% | 5.27% |
| Amount Allocable to City | \$216,860 | \$220,393 |
| City's Share of Debt per Capita | \$31.32 | \$31.83 |
| Nevada Community School District | | |
| 100% Valuation | \$904,722,996 | \$927,684,223 |
| Taxable Valuation | \$555,409,304 | \$567,475,396 |
| General Obligation Bonded Debt | \$9,008,000 | \$9,008,000 |
| Percent Allocable to City | 54.35% | 54.23% |
| Amount Allocable to City | \$4,895,451.08 | \$4,884,633.96 |
| City's Share of Debt per Capita | \$706.92 | \$705.36 |
| DMACC | | |
| 100% Valuation | \$95,959,310,632 | \$101,089,225,225 |
| Taxable Valuation | \$60,138,654,472 | \$62,389,305,642 |
| Bonded Debt: | | |
| General Obligation School Bonds/Notes | \$30,965,000 | \$30,965,000 |
| General Obligation Certificates: Industrial New Jobs Training Certificates | \$59,890,000 | \$59,890,000 |
| Total General Obligation Bonded Debt | \$90,855,000 | \$90,855,000 |
| Percent Allocable to City | 0.50% | 0.49% |
| Amount Allocable to City (excludes New Jobs Training Certificates) | \$155,416 | \$152,726 |
| City's Share of Debt per Capita (excludes New Jobs Training Certificates) | \$22.44 | \$22.05 |

¹ The Certificates were issued to finance projects which provide education and training of workers for new or expanding industry in the Merged Area. While secured by an annual levy of a standby tax upon all taxable property in the Merged Area, the debt service is payable from revenues of the respective projects and the standby tax will be collected only in the event such revenues are insufficient.

*Preliminary. Subject to change.

**Subject to final certification on July 1, 2023

APPENDIX B

FORM OF BOND COUNSEL OPINION*

We hereby certify that we have examined certified copies of the proceedings (the "Proceedings") of the City Council of the City of Nevada (the "Issuer"), in Story County, Iowa, passed preliminary to the issue by the Issuer of its General Obligation Urban Renewal Bonds, Series 2023A (the "Bonds") in the amount of \$2,450,000, in the denomination of \$5,000 each, or any integral multiple thereof, dated June 28, 2023, in evidence of the Issuer's obligation under a certain loan agreement (the "Loan Agreement"), dated as of June 28, 2023. The Bonds mature on June 1 in each of the respective years and in the principal amounts and bear interest payable semiannually on June 1 and December 1 in each year, commencing December 1, 2023, at the respective rates as follows:

| <u>Date</u> | <u>Principal</u> | <u>Interest Rate</u> |
|-------------|------------------|----------------------|
| 2024 | \$855,000 | ____% |
| 2025 | \$785,000 | ____% |
| 2026 | \$810,000 | ____% |

The Bonds are not subject to optional redemption prior to maturity.

Based upon our examination, we are of the opinion, as of the date hereof, that:

1. The Proceedings show lawful authority for such issue under the laws of the State of Iowa.
2. The Bonds and the Loan Agreement are valid and binding general obligations of the Issuer.
3. All taxable property within the corporate boundaries of the Issuer is subject to the levy of taxes to pay the principal of and interest on the Bonds without constitutional or statutory limitation as to rate or amount.
4. The interest on the Bonds (including any original issue discount properly allocable to an owner thereof) is excluded from gross income for federal income tax purposes and is not treated as a preference item in calculating the federal alternative minimum tax imposed on noncorporate taxpayers under the Internal Revenue Code of 1986 (the "Code"). The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds.
5. The Bonds are "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. The opinion set forth in the preceding sentence is subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that the Bonds be, or continue to be, qualified tax-exempt obligations. The Issuer has covenanted to comply with each such requirement.

We express no opinion regarding other federal tax consequences arising with respect to the Bonds. We note, however, that interest on the Bonds may be taken into account in determining adjusted financial statement income for purposes of the federal alternative minimum tax imposed on applicable corporations (as defined in Section 59(k) of the Code) for tax years beginning after December 31, 2022.

The rights of the owners of the Bonds and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

DORSEY & WHITNEY LLP

*This form of bond counsel opinion is subject to change pending the results of the sale of the Bonds contemplated herein.

APPENDIX C

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Nevada, Iowa (the "Issuer"), in connection with the issuance of \$2,450,000 General Obligation Urban Renewal Bonds, Series 2023A (the "Bonds"), dated June 28, 2023. The Bonds are being issued pursuant to a resolution of the Issuer approved on June 12, 2023 (the "Resolution"). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Dissemination Agent" shall mean the Dissemination Agent, if any, designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"EMMA" shall mean the MSRB's Electronic Municipal Market Access system available at <http://emma.msrb.org>.

"Financial Obligation" shall mean a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or, (iii) guarantee of either (i) or (ii). The term "Financial Obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.

"Holders" shall mean the registered holders of the Bonds, as recorded in the registration books of the Registrar.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"Municipal Securities Rulemaking Board" or "MSRB" shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of Iowa.

Section 3. Provision of Annual Reports.

(a) Not later than June 30 (the "Submission Deadline") of each year following the end of the 2022-2023 fiscal year, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file on EMMA an electronic copy of its Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate in a format and accompanied by such identifying information as prescribed by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the changed fiscal year.

(b) If the Issuer has designated a Dissemination Agent, then not later than fifteen (15) business days prior to the Submission Deadline, the Issuer shall provide the Annual Report to the Dissemination Agent.

(c) If the Issuer is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

Section 4. Content of Annual Reports. The Issuer's Annual Report shall contain or include by reference the following:

(a) The **audited financial statements** of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer's audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by State law) accompanied by a notice that the audited financial statements are not yet available, and the audited financial statements shall be filed on EMMA when they become available.

(b) Tables, schedules or other information contained in the official statement for the Bonds, under the following captions:

- **Building Permit Trend (Calendar Year)**
- **Schedule of Receipts and Disbursements – (General Fund)**
- **Schedule of Receipts and Disbursements – (All Funds)**
- **Breakdown of City Tax Levy**
- **Tax Rate per \$1,000 of Taxable Valuation – City Tax Levies**
- **Tax Collection Trend (All Funds)**
- **Current Fund Balances (as of June 30)**
- **Valuation by Property Classification**
- **Valuation Trend**
- **Larger Taxpayers by Taxable Valuation**
- **Debt Limit Calculation**
- **General Obligation Debt**
- **General Obligation Debt - Fiscal Year General Obligation Debt Payments**
- **Other City Debt – Water Revenue Debt**
- **Other City Debt – Sewer Revenue Debt**
- **Financial Summary**

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

Note to paragraph (12): For the purposes of the event identified in subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(b) If a Listed Event described in Section 5(a) paragraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13), (14), or (15) has occurred and the Issuer has determined that such Listed Event is material under applicable federal securities laws, the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.

(c) If a Listed Event described in Section 5(a) paragraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11), (12), or (16) above has occurred the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in Section (5)(a) paragraphs (8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or Annual Report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be D.A. Davidson & Co.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) (i) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; (ii) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) the amendment or waiver either (1) is approved by a majority of the Holders, or (2) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or

(b) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent, if any, shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: June 28, 2023

CITY OF NEVADA, IOWA

By _____
Mayor

Attest:

By _____
City Clerk

APPENDIX D

AUDITED FINANCIAL STATEMENTS OF THE ISSUER

The financial statements are prepared on the basis of cash receipts and disbursements, which is a basis of accounting other than U.S. generally accepted accounting principles.

APPENDIX E

BOOK-ENTRY SYSTEM

The information in this Appendix concerning The Depository Trust Company, New York, New York ("DTC") and DTC's book-entry system has been obtained from DTC. Neither the Underwriter nor the Issuer take responsibility for the accuracy or completeness thereof, or for any material changes in such information subsequent to the date hereof, or for any information provided at the web sites referenced below. Beneficial Owners should confirm the following with DTC or the Direct Participants (as hereinafter defined). So long as Cede & Co. is the Registered Owner of the Bonds, as nominee of DTC, references in the Official Statement to the Bondowners or Registered Owners of the Bonds shall mean Cede & Co. and shall not mean the Beneficial Owners of the Bonds.

Book-Entry System

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for the Bonds, in the aggregate principal amount of such issue, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of the Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults and proposed amendments to the Security documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Issuer believes to be reliable, but the Issuer does not take any responsibility for the accuracy thereof.

RESOLUTION NO. 092

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

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

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

WHEREAS, the City proposes to enter into a certain development agreement (the "Development Agreement") with Oak Park Estates, L.C. (the "Company") 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; and

WHEREAS, the Development Agreement would provide financial incentives to the Company in the form of annual appropriation incremental property tax payments in an amount not to exceed \$1,800,000 under the authority of Section 403.9(1) of the Code of Iowa; and

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

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

Section 1. This City Council shall meet on May 22, 2023, at 6:00 p.m., at the Nevada City Hall, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement and to authorize the annual appropriation incremental property tax payments.

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

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT
WITH OAK PARK ESTATES, L.C. AND AUTHORIZATION OF ANNUAL
APPROPRIATION TAX INCREMENT PAYMENTS

The City Council of the City of Nevada, Iowa, will meet at the Nevada City Hall, in the City, on May 22, 2023, at 6:00 p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and Oak Park Estates, L.C. (the "Company") in connection with the construction of certain public infrastructure improvements by the Company necessary for the development of residential housing in the Nevada Urban Renewal Area, which Development Agreement provides for certain financial incentives in the form of incremental property tax payments to the Company in a total amount not exceeding \$1,800,000 as authorized by Section 403.9 of the Code of Iowa.

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

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

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

Kerin Wright
City Clerk

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

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

Passed and approved May 8, 2023.

Mayor

Attest:

City Administrator

• • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Administrator

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

Attest:

City Clerk

OAK PARK ESTATES, L.C.

By: _____
[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:

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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 |
|--------------|----------------|----------------|-----------------------|
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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

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

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

WHEREAS, the City proposes to enter into a certain development agreement (the "Development Agreement") with Workit, LLC (the "Company") 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; and

WHEREAS, the Development Agreement would provide financial incentives to the Company in the form of annual appropriation incremental property tax payments in an amount not to exceed \$50,000 under the authority of Section 403.9(1) of the Code of Iowa; and

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

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

Section 1. This City Council shall meet on May 22, 2023, at 6:00 p.m., at the Nevada City Hall, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement and to authorize the annual appropriation incremental property tax payments.

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

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT
AGREEMENT WITH WORKIT, LLC AND AUTHORIZATION OF ANNUAL
APPROPRIATION TAX INCREMENT PAYMENTS

The City Council of the City of Nevada, Iowa, will meet at the Nevada City Hall, in the City, on May 22, 2023, at 6:00 p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and Workit, LLC (the "Company") in connection with the construction of commercial buildings by the Company for use in the Company's commercial development and leasing operations in the Nevada Urban Renewal Area, which Development Agreement provides for certain financial incentives in the form of incremental property tax payments to the Company in a total amount not exceeding \$50,000 as authorized by Section 403.9 of the Code of Iowa.

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

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

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

Kerin Wright
City Clerk

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

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

Passed and approved May 8, 2023.

Mayor

Attest:

City Administrator

• • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Administrator

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Nevada, Iowa (the “City”) and Workit, 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 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

Attest:

City Clerk

WORKIT, LLC

By: _____

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. 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

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

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

WHEREAS, the City proposes to enter into a certain development agreement (the "Development Agreement") with Cutting Edge Painting, L.L.C. (the "Company") in connection with the construction by the Company of a new building for use in its business operations in the Urban Renewal Area; and

WHEREAS, the Development Agreement would provide financial incentives to the Company in the form of annual appropriation incremental property tax payments in an amount not to exceed \$75,000 under the authority of Section 403.9(1) of the Code of Iowa; and

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

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

Section 1. This City Council shall meet on May 22, 2023, at 6:00 p.m., at the Nevada City Hall, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement and to authorize the annual appropriation incremental property tax payments.

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

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT
WITH CUTTING EDGE PAINTING, L.L.C. AND AUTHORIZATION OF
ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS

The City Council of the City of Nevada, Iowa, will meet at the Nevada City Hall, in the City, on May 22, 2023, at 6:00 p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and Cutting Edge Painting, L.L.C. (the "Company") in connection with the construction of a new building by the Company for use in its business operations in the Nevada Urban Renewal Area, which Development Agreement provides for certain financial incentives in the form of incremental property tax payments to the Company in a total amount not exceeding \$75,000 as authorized by Section 403.9 of the Code of Iowa.

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

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

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

Kerin Wright
City Clerk

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

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

Passed and approved May 8, 2023.

Mayor

Attest:

City Administrator

• • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Administrator

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. 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

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

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

WHEREAS, the City proposes to enter into a certain development agreement (the “Development Agreement”) with Syngenta Crop Protection, LLC (the “Company”) in connection with the expansion by the Company of its existing facilities for use in its business operations in the Urban Renewal Area; and

WHEREAS, the Development Agreement would provide financial incentives to the Company in the form of annual appropriation incremental property tax payments in an amount not to exceed \$200,000 under the authority of Section 403.9(1) of the Code of Iowa; and

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

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

Section 1. This City Council shall meet on May 22, 2023, at 6:00 p.m., at the Nevada City Hall, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement and to authorize the annual appropriation incremental property tax payments.

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

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT
WITH SYNGENTA CROP PROTECTION, LLC AND AUTHORIZATION OF
ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS

The City Council of the City of Nevada, Iowa, will meet at the Nevada City Hall, in the City, on May 22, 2023, at 6:00 p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and Syngenta Crop Protection, LLC (the "Company") in connection with the expansion of by the Company of its existing facilities for use in its business operations in the Nevada Urban Renewal Area, which Development Agreement provides for certain financial incentives in the form of incremental property tax payments to the Company in a total amount not exceeding \$200,000 as authorized by Section 403.9 of the Code of Iowa.

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

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

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

Kerin Wright
City Clerk

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

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

Passed and approved May 8, 2023.

Mayor

Attest:

City Administrator

• • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Administrator

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% |



Item # 8G
Date: 5-8-23

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

May 2023

TO: Mayor - City Council Members
City Administrator Jordan Cook

From: Ryan Hutton
Building & Zoning Official

With the recommendation from the Planning and Zoning Commission, we are seeking approval from the City Council Members to approve the Major Subdivision for Oak Park Estates, Minor Subdivision for Martin's 3rd Addition.

The Planning and Zoning Commission has reviewed the amendment to the Nevada Urban Renewal Area/Urban Renewal Plan Amendment. The amendment is in conformation with the City's comprehensive plan.

Best Regards,

Ryan Hutton

Building and Zoning Official

Memo

To: Planning & Zoning Commission

From: Ryan Hutton, Zoning Supervisor

CC: Jordan Cook, City Administrator

Date: 05/01/2023

RE: General Information

- 1. Minor Subdivision Martin's 3rd Addition Subdivision:** The City of Nevada's Subdivision Ordinance allows a Minor Subdivision if the proposed subdivision does not include any street or utility improvements. The purposed subdivision turns one lot into three lots. The Minor Subdivision requires a final plat and approval of The Planning & Zoning Commission and The City Council. The property owners have requested the proposed subdivision of Martin's 3rd Addition Subdivision. Staff recommends approval of the Martin's 3rd Addition Subdivision to the Planning and Zoning Commission and send onto The City Council. Included in your packet is a copy of the plat and application form.
- 2. Minor Subdivision Nadyville Subdivision:** The City of Nevada's Subdivision Ordinance allows a Minor Subdivision if the proposed subdivision does not include any street or utility improvements. The purposed subdivision turns one lot into two lots. The Minor Subdivision requires a final plat and approval of The Planning & Zoning Commission and The City Council. The property owners have requested the proposed subdivision of Nadyville Subdivision. Staff request review of subdivision standards and unique circumstances of Nadyville Subdivision. Included in your packet is a copy of the purposed plat and application form.
- 3. Major Subdivision Oak Park Estates:** The City of Nevada's Subdivision Ordinance allows A Major Subdivision is a subdivision that will plat four or more lots or will require the installation of public improvements, except sidewalks and bicycle paths. The subdivision turns one lot into sixty-four lots. The Major Subdivision requires a final plat and approval of The Planning & Zoning Commission and The City Council. The property owners have requested the proposed subdivision of Oak Park Estates Subdivision. Staff recommends approval of the Oak Park Estates Subdivision to the Planning and Zoning Commission and send onto The City Council. Included in your packet is a copy of the plat and application form.

- 4. Nevada Urban Renewal Area/ Urban Renewal Plan Amendment:** The City of Nevada has an updated Urban Renewal Area to be reviewed and accepted.

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

RESOLUTION NO. 096 (2022/2023)
A RESOLUTION ACCEPTING PRELIMINARY PLAT FOR
OAK PARK SUBDIVISION, NEVADA, STORY COUNTY, IOWA

WHEREAS, there has been submitted to the City Council of the City of Nevada, Iowa, an application of major subdivision for Oak Park, within the Jurisdiction of the City of Nevada, Iowa; and

WHEREAS, the Plat has been submitted to the Planning and Zoning Commission of the City of Nevada, Iowa, and they recommended approval of the Plat of Oak Park Subdivision, Replat of Lots 1-10 and 12-44, Academy Estates, City of Nevada, Story County, Iowa, on the 1st day of May, 2023.

WHEREAS, the City Council of Nevada, Iowa is required to review the Plat of said subdivision pursuant to Iowa Code §354.8.

WHEREAS, the City Council of the City of Nevada, Iowa has considered the recommendations of the Planning and Zoning Commission and finds that it is advisable and in the best interests of the City of Nevada, Iowa, and of the citizens thereof that the Plat be accepted and approved.

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

1. That the Plat of Oak Park Subdivision, Story County, Iowa of Nevada, Iowa, is hereby accepted and approved for and on behalf of the City of Nevada, Iowa.

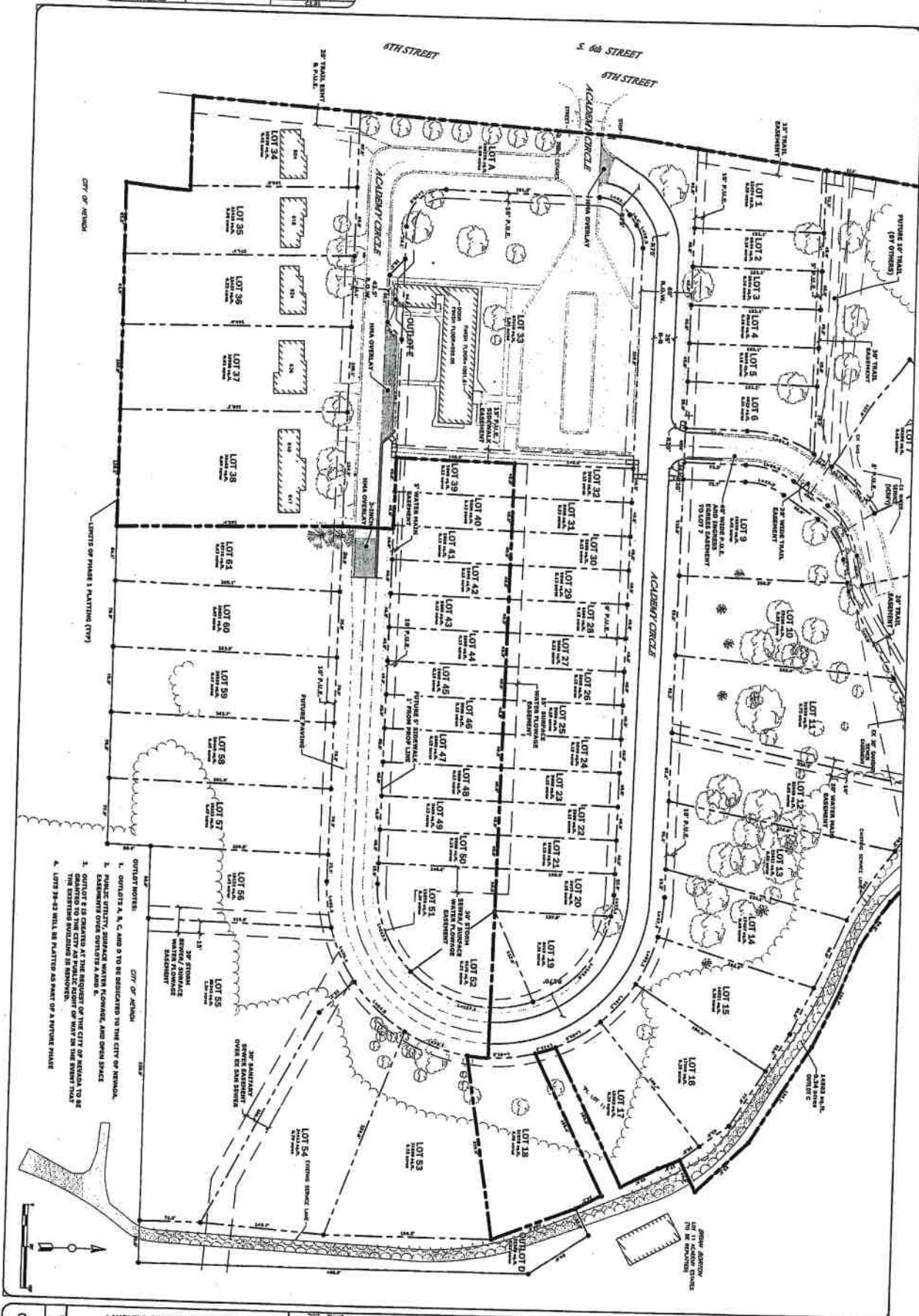
PASSED AND APPROVED THIS 8th day of May, 2023.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

| | |
|--|----------------------------|
| PROJECT: FOX STRAND | DATE: 04/05/07 |
| DESIGNER: FOX STRAND ASSOCIATES | CLIENT: CITY OF MENAHO |
| PROJECT NO: 04-001 | PROJECT NAME: FOX STRAND |
| PROJECT LOCATION: 414 SOUTH 17TH STREET, SUITE 107, AMES, IOWA 50010 | PROJECT PHASE: PRELIMINARY |



- OUTLET NOTES:
1. OUTLET A, B, C, AND D TO BE SUBMITTED TO THE CITY OF MENAHO.
 2. PUBLIC UTILITY, SURFACE WATER FLOWING, AND OPEN SPACE EASEMENTS OVER OUTLET A AND B.
 3. OUTLET E IS CHAINED AT THE REQUEST OF THE CITY OF MENAHO TO BE THE EXISTING BUILDING EASEMENT.
 4. LOTS 39-43 WILL BE PLATTED AS PART OF A FUTURE PHASE.

LAYOUT & DIMENSIONING PLAN
FOX STRAND ASSOCIATES
NEVADA, IOWA

FOX STRAND ASSOCIATES
414 South 17th Street, Suite 107
Ames, Iowa 50010
Phone: (515) 233-0000
Fax: (515) 233-0103

| DATE | REVISION | BY | DATE |
|------|----------|----|------|
| | | | |
| | | | |
| | | | |
| | | | |

LAST UPDATE: 04/05/07

C2.01



Preliminary Plat Approval of a Major Subdivision

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

1. Property Location of this Preliminary Plat for a Major Subdivision

(street address and/or boundary description) 625 Academy Circle, Nevada, Iowa

2. Existing Use and Proposed Use of the Property: Existing use is residential.

Proposed use is single family and two-family residential development.

3. Subdivision Name: Oak Park Estates

4. Legal Description of Property: _____

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

5. Property Owner: Oak Park Estates Att: Jason Holland

Address: 1106 Dakota Ct, Nevada, IA 50201-7966
(Street) (City) (State) (Zip)

Telephone: 515-520-0544 (cell) jason@prairieoakproperties.com
(Home) (Business) (Fax)

6. Attorney: Hastings Barth & Boettger

Address: 409 Duff Ave Ames IA 50010
(Street) (City) (State) (Zip)

Telephone: 515-232-2501
(Home) (Business) (Fax)

7. Land Surveyor: Brad Stumbo, PLS

Address: FOX Strand, 414 South 17th Street, Suite 107, Ames, IA 50010
(Street) (City) (State) (Zip)

Telephone: 515-233-0000 (business) brad.stumbo@strand.com
(Home) (Business) (Fax)



Preliminary Plat, Major Subdivision

Page 2

8. Contact Person: John Gade, P.E.

Address: FOX Strand, 414 South 17th Street, Suite 107, Ames, IA 50010
(Street) (City) (State) (Zip)

Telephone: 515-233-0000 (business) john.gade@strand.com
(Home) (Business) (Fax)

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

Signed by:  4-10-23
(Applicant) (Date)

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

and:  4-10-23
(Property Owner) (Date)

and: _____
(Contact Person) (Date)

Preliminary Plat, Major Subdivision Checklist

The following items must be included with this submittal for approval of an Administrative Subdivision:

- One (1) completed and signed Application Form.
- Fifteen (15) copies of the Plat no larger than 24" by 36".
- One (1) 11" by 17" black-line reduction copy of the Preliminary Plat.
- A check or cash for the application filing fee as established by the City Council

RESOLUTION NO. 097 (2022/2023)
A RESOLUTION ACCEPTING MINOR SUBDIVISION FOR
MARTIN'S 3RD ADDITION, NEVADA, STORY COUNTY, IOWA

WHEREAS, there has been submitted to the City Council of the City of Nevada, Iowa, the Preliminary Plat of the Martin's 3rd Addition Subdivision, within the Jurisdiction of the City of Nevada, Iowa; and

WHEREAS, the Preliminary Plat has been submitted to the Planning and Zoning Commission of the City of Nevada, Iowa, and they recommended approval of the Preliminary Plat of Martin's 3rd Addition Subdivision, Lots Six (6) and Seven (7), Block Six (6), Highland Park Addition to Nevada, Story County, Iowa, and one-half (1/2) of alley adjoining Lots Six (6) and Seven (7), Block Six (6), Highland Park Addition to Nevada, Story County, Iowa, subject to covenants, conditions, restrictions and easements of record, on the 1st day of May, 2023.

WHEREAS, the City Council of Nevada, Iowa is required to review the Preliminary Plat of said subdivision pursuant to Iowa Code §354.8.

WHEREAS, the City Council of the City of Nevada, Iowa has considered the recommendations of the Planning and Zoning Commission and finds that it is advisable and in the best interests of the City of Nevada, Iowa, and of the citizens thereof that the Preliminary Plat and Martin's 3rd Addition Subdivision be accepted and approved.

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

1. That the Preliminary Plat of Martin's 3rd Addition Subdivision, Story County, Iowa of Nevada, Iowa, is hereby accepted and approved for and on behalf of the City of Nevada, Iowa.

PASSED AND APPROVED THIS 8th day of May, 2023.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

PREPARED BY: Jeremy P. Leemon, L.S. 22650 WHKS & co. 1701 Route 35 North East Dubuque, IL 61025 Tel. (815) 747-8853

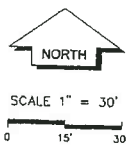
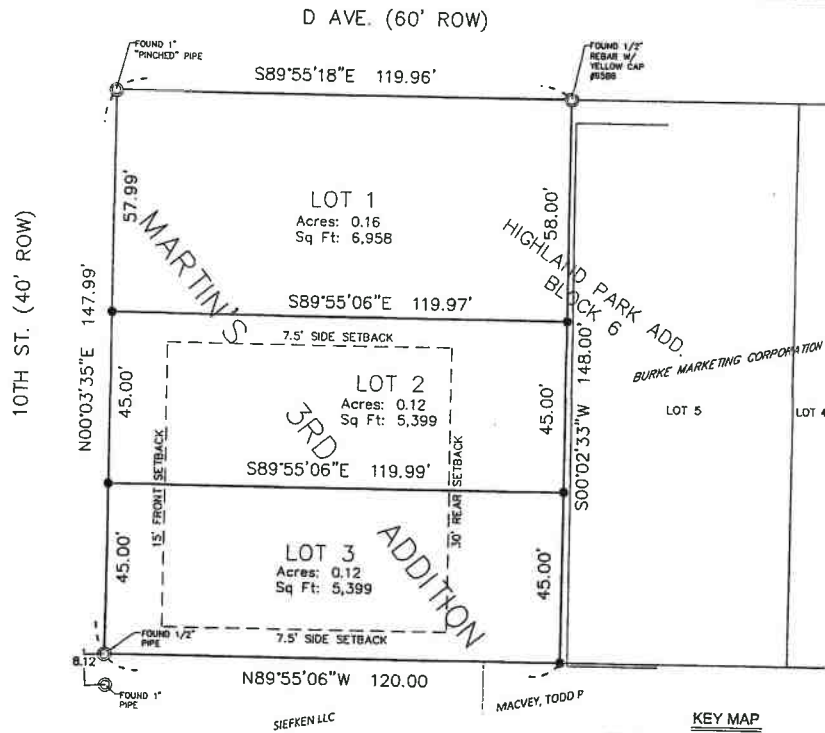
PRELIMINARY PLAT OF MARTIN'S 3RD ADDITION

for
Lots One (1), Two (2), and Three (3) Martin's 3rd Addition in Block Six (6), Highland Park Addition to Nevada, Story County, Iowa, and one-half (1/2) of the alley adjoining Lots Six (6) and Seven (7), Block Six (6), Highland Park Addition to Nevada, Story County, Iowa, subject to covenants, conditions, restrictions and easements of record.

PROPRIETOR:
Cory Martin
404 I Ave.,
Nevada, IA 50201

SURVEY REQUESTED BY:
Cory Martin

FIELD SURVEY CONDUCTED ON:
04/05/2022

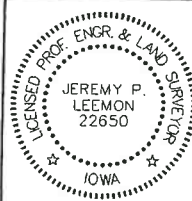
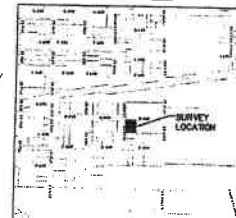


ZONING
EXISTING: R2

LEGEND

- FOUND MONUMENT AS DESCRIBED
- PLACED 5/8" REBAR W/ YELLOW CAP #22650
- SURVEY BOUNDARY
- LOT LINES
- - - BUILDING SETBACK
- CENTER LINE
- BUILDING LINES

KEY MAP



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

[Signature]
Jeremy P. Leemon, Land Surveyor Date 4-3-23
License number: 22650
My license renewal date is December 31, 2024
Pages or sheets covered by this seal: 1 OF 1

PLAT OF SURVEY

Drawn by CR Project No.: 9515.00
Drawing Date: 4/3/2023
Drawing Name: K:\SURVEY - PRIVATE\9515.00 - Cory Martin\Drawing\Martin Phase2.dwg

whks

engineers • planners • land surveyors

SHEET 1 of 1



Minor Subdivision Application

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

1. Property Location of this Minor Subdivision

(street address and/or boundary description) 1002 D Ave., Nevada, IA 50201

2. Existing Use and Proposed Use of the Property: Single residential property that would like to be subdivided into 2 additional lots for a total of 3 lots.

3. Subdivision Name: MARTIN'S 3RD ADDITION

4. Legal Description of Property: Lots Six (6) and Seven (7), Block Six (6), Highland Park Addition to Nevada, Story County, Iowa, and one-half (1/2) of alley adjoining Lots Six (6) and Seven (7), Block Six (6), Highland Park Addition to Nevada, Story County, Iowa, subject to covenants, conditions, restrictions and easements of record.

5. Property Owner: Martin, Cary P. and Sherri L

Address: 404 I Ave. Nevada Iowa 50201
(Street) (City) (State) (Zip)

Telephone: 515-290-7368
(Home) (Business) (Fax)

6. Attorney: _____

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

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

7. Land Surveyor: Jeremy P. Leemon

Address: 1701 Route 35 North East Dubuque Illinois 61025
(Street) (City) (State) (Zip)

Telephone: 815-747-8833
(Home) (Business) (Fax)

Minor Subdivision Application

Page 2

8. Contact Person: Martin, Cary P.

Address: 404 I Ave. Nevada Iowa 50201
(Street) (City) (State) (Zip)

Telephone: 515-290-7368
(Home) (Business) (Fax)

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

Signed by:  4/3/23
(Applicant) (Date)

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

and:  4/3/23
(Property Owner) (Date)

and:  4/3/23
(Contact Person) (Date)

Minor Subdivision Checklist

The following items must be included with this submittal for approval of an Administrative Subdivision:

- One (1) completed and signed Application Form.
- Fifteen (15) copies of the Plat no larger than 24" by 36".
- One (1) 11" by 17" black-line reduction copy of the Plat.

A check or cash for the application filing fee as established by the City Council P.181

CITY OF NEVADA SEAT BELT POLICY

POLICY: It shall be the policy of the City of Nevada to assure for the safety and well-being of all full-time city employees, volunteers, and part-time employees. Therefore, it shall be the policy of the City of Nevada all employees shall comply with the motor vehicle laws of the State of Iowa.

It is the policy of the City of Nevada that all employees operating official vehicles, equipment, personal and rental cars, on official business use seatbelts and shoulder restraints.

Employees operating on and off-road equipment with a Rollover Protective Structure (ROPS) shall use seatbelts when operating the equipment.

Employees are also prohibited from riding in or on parts of a vehicle not designed for human occupancy. This includes but is not limited to pick-up and truck boxes, fenders, steps and bumpers. This also applies to trailers, ATV dump boxes and lift buckets.

Failure to comply with these rules is a violation of the City of Nevada safety policies, which is cause for disciplinary action.

Employees should refer questions or comments about this policy to the City Administrator.

EXEMPTIONS: Exemptions from seat belt use permitted by Iowa Law 321.445, and could apply to employees are as follows:

- A) A person possessing a written certification from a health care provider licensed under chapter 148 or 151 on a form provided by the department that the person is unable to wear a safety belt or safety harness due to physical or medical reasons. The certification shall specify the time period for which the exemption applies. The time period shall not exceed twelve months, at which time a new certification may be issued unless the certifying health care provider is from a United States military facility, in which case the certificate may specify a longer period of time or a permanent exemption.
- B) Vehicles used for making frequent stops while traveling under 25 mph, who's occupants must exit the vehicle more than once per block to complete repairs to city streets may travel without seat belts until the conditions listed are no longer met. Examples would include road patching, survey duties within the same block, etc.)

- C) Small equipment, mowers, painters, slide in seasonal skid units, and UTV vehicles used for providing maintenance to city property where limited use and design does not allow for seatbelt usage.
- D) In the rear bed of a fire department attack truck actively used for extinguishment of wildland fires only when such equipment is provided with a safety rail or other safety features to prevent falling. In such cases the vehicle shall always be driven with due regard for the passengers riding in the back and never based upon the rate of fire spread.

**Note: Nothing in this policy prevents an employee from using seatbelts while operating small equipment when they are provided.*

EFFECT: This policy applies to all employees who operate motor vehicles and equipment equipped with factory installed seatbelts. It has been understood for decades that seat belts save lives (Evans, 1986). Seat belts are the most effective means of reducing injuries and fatalities from motor vehicle crashes; specifically, they are 45% effective in cars and 60% effective in light trucks (Kahane, 2000). The use of seatbelts for patrol officers is endorsed in resolution by the International Association of Police Chiefs (IACP, 2010). Therefore, if recommended for emergency responders during high-stress events, it stands to reason is should be recommend for all city workers in normal driving operations.

References

- Evans, L. (1986). The effectiveness of safety belts in preventing fatalities. *Accident Analysis & Prevention*, 18(3), 229-241.
- IACP (2010). <https://www.theiacp.org/resources/resolution/seat-belt-use-by-police-officers>
- Kahane, C. J. (2000). *Fatality Reductions by Safety Belts for Front-Seat Occupants of Cars and Light Trucks: Updated and Expanded Estimates Based on 1986-99 FARS Data*. Washington, DC: National Highway Traffic Safety Administration

City Administrators Report

April 6-May 4, 2023

Interviews:

Had water operator interviews and hired a new operator who started on May 1st. He seems to be working well on his first week, seems to be a fast learner.

Student Etiquette Dinner:

Met with several students at the high school to discuss different aspects of city business. Several students were interested in taxes, improving aesthetics, trail expansion and the fieldhouse. It was a fun event and well organized by NEDC workforce. I believe there were close to 10 businesses there to share about their company.

NEDC Business Appreciation:

Had a great turn out for this years' appreciation breakfast, more than the previous years. We have a lot to be excited about and seems to be gaining some momentum around town. I am excited for what this next year has in store for the City and NEDC.

WWTF:

Lift Station: Work resumed on April 17th with Wall forming/rebar placement for screen channel walls, wall repair activities, wall prep for upper wall/ground floor slab concrete pour. HRG is working with Boomerang for remedy on defective work from wall pour. Based on HRG's observations and the updated progress schedule provided at the 4/19 construction progress meeting, Boomerang appears to be at least seven (7) months behind schedule to meet the current contract substantial completion milestone/date (June 9, 2023) or final completion milestone/date (September 30, 2023). This does appear to be an improvement from the 3/22 progress schedule.

Floater Position:

After talking with staff, we have decided to transition this over to a streets position. We do plan on hiring for this position for the next fiscal year. We still have some things to work out for this position as we are wanting this person to be more of a floating position for staff.

Trails:

There has been a grant come available we are trying to figure out if we can apply for or not, it is a relatively short turn around but would help with some of the completion of our trails. Working with HRG and Tim to see what possible next steps are.

Access Systems:

We should be getting our new machines in for all departments, just needing to coordinate with them so we are not without printers and copiers.

Betterment Committee:

I have been working on setting up the betterment committee again so we can have a meeting. We have not had one since I have been here and Mayor has asked to regroup.

UPDATES:

Cutting Edge

Owners have agreement, working on setting a time to discuss

WorkIt:

Moving dirt, agreement has been given to sign

AK System Solution:

Waiting on them.

Wayfinding Signage:

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

Downtown Trash Receptacles

Are on Mainstreet

Mainstreet Design Standards

Mainstreet is reviewing

Oak Park Estates

Have agreement, setting a time to discuss.

City Technology:

Have a quote.

Downtown Parking:

Council has a copy, would like to discuss during council meeting.

MONTHLY/WEEKLY STANDING MEETINGS

Legislation & Regulatory Review

Mainstreet (Vitality, Design, full board)

AEDC

Grind

City Volunteer Initiative

NEDC (Workforce)

Foundation

PPL (Full Meeting)



STAFF MEETING AGENDA

Monday, May 1 @ 9:00 A.M

A. Old Business

- a. City Administrator
 - i. Seatbelt Policy-Next Council
 - ii. Speed/Safety Cameras- Keeping it real.
 - iii. City Hall Landscaping
 - iv. PPL
 - v. News Releases
 - vi. Bags for Cleanup Day-May 6
 - vii. Downtown Parking-Working Draft
 - viii. Development (Cutting Edge, Northview, AK, VW, KS, Sirius)
 - ix. Annexation

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

Enclosed in the packet is the approval for the Fiscal Year Budget Amendment #1 for 2022/2023.

We are still watching the legislation that could potentially change the budgets in the coming years. Attached is an example of what the past budgets would have been shorted if their current proposal had been adopted then.

As we prepare for the new agenda management center on our website, we will be rearranging the items listed. The old and new business items will be removed and there would be only items listed on the agenda. Maybe putting all the resolutions together and so on. Watch for new agendas in the future. If there is something you don't like we can make changes before we go live with the website.

Joe Wakeman was in this week with some ideas on how to do our streaming so we no longer have issues. The thought would be to stream straight to our you tube channel and they could view it from there if they wanted. Any comments they would need to attend the meeting in person or submit prior to the meeting. Using our current cameras in place and we would no longer use the owl. We are looking at the audio in the room to get it up and running again.

Held our Standard & Poores bond rating call on Thursday, April 27th. Hopefully, we can continue our current rating of AA-/Stable. Should have an update on Monday.



NEVADA PUBLIC SAFETY DEPARTMENT

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

Ricardo Martinez II
Public Safety Director
Chief of Police



TO: Ricardo Martinez, Public Safety Director

FROM: Ray Reynolds, Director of Fire and EMS

DATE: May 1, 2023

REF: Activity report for Trustees, City Council and Honorable Mayor.

Calls to date in 2023: 269

Calls to date same time last year (2022): 218

Fires for April 2023: 8

Motor Vehicle crashes for April 2023: 3

EMS for April 2023: 39

Good Intent for April 2023: 18

Severe weather April 2023: 1

Community events for April 2023: 6

Narcan administered: 0 doses administered. 1 OD death (under investigation)

Cigarette/ oxygen Concentrator Fires

The last two fire deaths in our community have been related to smoking while using an oxygen concentrator. The last three fires have been caused by careless smoking. The department has been working with the Fire and Life Safety Section of the IAFC and with a company named Sunset Medical Corporation to test solutions to mitigate this fire problem in our community. The fire safe cannula extension is a medical device that costs \$11.25. It attaches to the oxygen tubing and shunts the flow of oxygen when exposed to fire. We will be participating in a legislative discussion May 24, in Washington, DC to mandate the use of these devices on all Medicare funded home oxygen systems. We will be seeking grants to get a supply of these for residents.



FEMA Fire Prevention & Safety Grant Award

The fire department was awarded the FEMA FP&S grant in the amount of \$17,000 for the purchase of a fire extinguisher training prop to be used between the Colo and Nevada Fire Departments. The Bullex training simulator will compliment the Safesim Virtual Reality goggles we received last year. The department has found better skills retention in using the two systems together. Over 250 people have been trained since we obtained the goggles and we usually have two requests per month for fire extinguisher training. These props have revolutionized the manner in which we provide this training. There are no costs to use the VR or Bullex systems. Burke Corporation and Story County Conservation have requested this training for May.

FIRE DATA 2018-2023 Community Risk Assessment

Between 2018-2023, the Nevada Fire Department has responded to 72 confirmed structure fires within our fire district. 22 of those were known cooking related fires followed by 15 cigarette related fires. If we drilled down into our data, we would find 80% of our structure fires involving homes (not outbuildings) are started by unattended or careless cooking and careless smoking. Imagine the cost saving to the city budget if we could use engineering solutions currently available on the market to reduce almost 60 structure fires in a 5-year timeframe.

As time permits, we will be developing a team of community members to review our data and develop a community risk assessment for Nevada. I suspect the information will show data like we have listed above, but more importantly the plan will help with predictive resource allocation. As bad as structures fires are to the community, our #1 call still remains slips and falls or lift assists. A community risk assessment (CRA) will help the department develop partnerships with outside entities to reduce calls. Actively addressing our community risks will allow our department to put resources towards prevention and community risk reduction education. Our whole goal remains to keep emergencies small, whether it is a fire or a fall.

Fire Department Upcoming News

May 17th there will be a check presentation photo with Burke Corporation for their \$50,000 donation.

June 5th ALICE drill at the school and preconstruction meeting at Toyne in Breda, Iowa.

June 7th Fire Department members dress uniform photo

July 10th Fire Department mural will be started on the East exterior fire department wall.

Fireworks Grant

We will be writing a regional grant to get an EV safety plug for four nearby departments. These devices render an electric car immovable and shuts them off, mimicking as if they were plugged into a charger. Great for crash scenes to keep these quiet electric cars from moving. They cost \$950.



March 2023

TO: City Council

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

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

I have included a Major Subdivision for Oak Park Estates.

I have included a Minor Subdivision for Martin's 3rd Addition.

I have included a Nevada Urban Renewal Area/Urban Renewal Plan Amendment.

I have had some residence ask about No Mow May. How would the council like to proceed?

The property of 536 4th Street continues to show progress. The work is being completed in a timely manner.

Respectfully,

Ryan Hutton
Building and Zoning Official

The Nevada Street Dept has been working on the following

- ❖ Street sweeping
- ❖ Couple of tree removal other than ash trees
- ❖ Vehicle maintenance
- ❖ Road repairs on G avenue
- ❖ Water main break on C avenue
- ❖ Locates
- ❖ Pot hole patching
- ❖ Going through loader demos
- ❖ Sewer inspection camera demos
- ❖ Trimble training

May 8th, 2023 Council Meeting

To: Mayor, City Council and Administrator

From: Shawn Ludwig, Water Superintendent

Water Department Council Report

- Hired Scott Walkner, he started May 1st
- Well #4 abandonment is complete
- Well #5 is being rehabbed
- Flushing hydrants this month

May 8th / 2023

Water Pollution Control Council Report

- Regular operation, monitoring & maintenance of the wastewater treatment plant, lift station, and remote flow basin.
- Replaced blown out pinch valve on sludge pump #2
- Took apart, cleaned and oiled control valve for pinch valve. Control valve had sludge in it do to pinch valve failure.