



AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, JANUARY 22, 2024 – 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, January 22, 2024*****

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. Approval of CONSENT AGENDA (Any item on the Consent Agenda may be removed for separate consideration.)
 - A. Approve Minutes of the Regular Meeting held on January 8, 2024
 - B. Approve Minutes of the Special Meeting held on September 6, 2023
 - C. Approve Payment of Cash Disbursements, including Check Numbers 83187-83253 and Electronic Numbers 1528-1537 (Inclusive) Totaling \$839,456.30 (See attached list)
 - D. Approve Financial Reports for Month of December, 2023
 - E. Resolution No. 042 (2023/2024): A Resolution to Enter into a 28E Agreement with Story County for the Provision of Dispatch and Jail Services for FY2024/2025
 - F. Receive Recommendation from Planning & Zoning Commission on Rezoning of 115 W Lincoln Hwy, West Field Development LLC and Set Public Hearing for February 12th at 6:00 p.m. and Authorize Publication of Notice

5. **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.

6. **OLD BUSINESS**

- A. Approve Pay Request No. 18 for the Field House from HPC LLC in the amount of \$150,938.85
- B. Resolution No. 043 (2023/2024): Resolution Certifying the Population of the Annexation Area Associated with Resolution 017 (2023/2024) (Verbio Nevada, LLC) to the State of Iowa

7. **NEW BUSINESS**

- A. Resolution No. 044 (2023/2024): A Resolution Approving ARPA-Subrecipient No.50 Grant Agreement between Story County, Iowa and City of Nevada, Iowa
- B. Professional Service Agreement Amendment No. 1 to the Nevada Wastewater Treatment Facility (WWTF) Improvements – Phase 3 Construction Phase Services Contract with HR Green, Inc.
- C. Story County Housing Trust Fund Application, Owner-occupied Rehab, \$80,000 Request with a \$10,000 LMI City match
- D. Approve Purchase of Electric Utility Vehicle for Parks & Recreation
- E. Approve City/School Facility Use Agreement
- F. Approve NEW Liquor License for Class "E" Retail Alcohol License for GA LLC, d/b/a Sundown Liquor & Groceries, 731 Lincoln Hwy, Effective January 15, 2024
- G. Approve NEW Liquor License for Class "E" Retail Alcohol License for GA LLC, d/b/a Hopstop Liquor & Groceries, 136 Lincoln Hwy, Effective January 15, 2024
- H. Approve NEW Fiscal Year 2023/2024 Retail Cigarette/Tobacco Permits, Effective January 9, 2024 through June 30, 2024
 - 1. NEW – Sundown Liquor & Groceries, 731 Lincoln Hwy
 - 2. NEW – Hopstop Liquor & Groceries, 136 Lincoln Hwy

8. **REPORTS – City Administrator/Mayor/Council/Staff**

9. **ADJOURN**

The agenda was posted on the official bulletin board on January 18, 2024, in compliance with the requirements of the open meetings law.

Posted _____

E-Mailed _____

F:\OFFICE\COUNCIL\AGENDAS-COUNCIL\2023-2024\2024-01-22.DOC



MEMO FOR
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, JANUARY 22, 2024 – 6:00 P.M.

6. OLD BUSINESS

- A. Approve Pay Request No. 18 for the Field House from HPC LLC in the amount of \$150,938.85
Enclosed you shall find the pay request and engineer's recommendation.
- B. Resolution No. 043 (2023/2024): Resolution Certifying the Population of the Annexation Area Associated with Resolution 017 (2023/2024) (Verbio Nevada, LLC) to the State of Iowa
Enclosed you shall find the resolution certifying the population of Verbio's annexation area.

7. NEW BUSINESS

- A. Resolution No. 044 (2023/2024): A Resolution Approving ARPA-Subrecipient No.50 Grant Agreement between Story County, Iowa and City of Nevada, Iowa
Enclosed you shall find the resolution and grant agreement to complete utility infrastructure to create workforce housing in the City.
- B. Professional Service Agreement Amendment No. 1 to the Nevada Wastewater Treatment Facility (WWTF) Improvements – Phase 3 Construction Phase Services Contract with HR Green, Inc.
Enclosed you shall find the professional service agreement amendment allowing for continued engineering services for the WWTF due to the extension of the project.
- C. Story County Housing Trust Fund Application, Owner-occupied Rehab, \$80,000 Request with a \$10,000 LMI City match
Enclosed you shall find application with details and FY23 report for the Story County Housing Trust.
- D. Approve Purchase of Electric Utility Vehicle for Parks & Recreation
Enclosed you shall find the action form and quotes for this purchase.
- E. Approve City/School Facility Use Agreement
Enclosed you shall find the action form and the facility agreement between the City and the School District.
- F. Approve NEW Liquor License for Class "E" Retail Alcohol License for GA LLC, d/b/a Sundown Liquor & Groceries, 731 Lincoln Hwy, Effective January 15, 2024
Enclosed you shall find application for Sundown Liquor license.

G. Approve NEW Liquor License for Class "E" Retail Alcohol License for GA LLC, d/b/a Hopstop Liquor & Groceries, 136 Lincoln Hwy, Effective January 15, 2024
Enclosed you shall find application for Hopstop Liquor license.

H. Approve NEW Fiscal Year 2023/2024 Retail Cigarette/Tobacco Permits, Effective January 9, 2024 through June 30, 2024
1. NEW – Sundown Liquor & Groceries, 731 Lincoln Hwy
2. NEW – Hopstop Liquor & Groceries, 136 Lincoln Hwy
Enclosed you shall find the cigarette/tobacco license applications.

NEVADA CITY COUNCIL - MONDAY, JANUARY 8, 2024 6:00 P.M.

1. CALL TO ORDER

The City Council of the City of Nevada, Iowa, met for a meeting in the Council Chambers of Nevada City Hall located at 1209 6th Street, Nevada, Iowa. Mayor Brett Barker, convened the meeting at 6:00 p.m. on Monday, January 8, 2024, 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, Henry Corbin, Dane Nealson, Jason Sampson, Steve Skaggs, Sandy Ehrig. Absent: None.

Staff Present: Jordan Cook, Erin Mousel, Marlys Barker, Chris Brandes, Ryan Hutton, Erin Coughlin, Joe Mousel, Ray Reynolds. Erin Clanton, Kerin Wright, Brandon Mickelson joined via Zoom.

Also in attendance were: Tim McLaughlin, Jim Sallee, Kevin Vier, Austin Vier, Carla Schimelfenig, Ric Martinez, Marty Chitty, Lynn Lathrop, Emily Fulton, Allison Severson, Theresa Presley, James Woodard.

3. APPROVAL OF AGENDA

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

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

Motion by Brian Hanson, seconded by Sandy Ehrig, to **approve the following consent agenda items:**

- A. Approve Minutes of the Regular Meeting held on December 11, 2023
- B. Approve Payment of Cash Disbursements, including Check Numbers 82993-83182 and Electronic Numbers 1511-1527 (Inclusive) Totaling \$2,154,069.24 (See attached lists) and the First Interstate Card Purchases for the January 19, 2024 Statement, total \$4,419.21
- C. Approve Financial Reports for Month of November, 2023
- D. Approve Story County Emergency Management Commission 2024 Membership Appointments
- E. 2024 Community Catalyst and Building Remediation Emergency Grant Contract for 1117-1119 6th Street
- F. Resolution No. 040 (2023/2024): A Resolution Appointing Brandon Mickelson CIRTPA (Central Iowa Regional Transportation Planning Alliance) TPC (Transportation Policy Committee) and TTC (Transportation Technical Committee) Primary Representative and Larry Stevens as CIRTPA TPC and TTC Alternate Representative

G. Approve Renewal of Class "E" Retail Alcohol License for Tracey Wilson d/b/a/ Fareway Stores, Inc. #426, 1505 South B Avenue, Effective March 1, 2024

H. Approval of Garbage License for 2024

1. Walters Sanitary Ser. Inc

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

5. PUBLIC FORUM

A. Library Annual Report Presentation

Library Director Erin Coughlin talked about the 2023 Annual Report. The library is getting back to pre-pandemic status; there is more stability in staffing and hours, an increase in patrons, programming is going very well – especially for the youth, and the library is making additional community connections.

Austin Vier and Kevin Vier voiced their concerns about the addition of a resource officer in our schools. They would like to see communication started on the matter.

6. OLD BUSINESS

A. Approve Purchase of Chairlift for Library

Motion by Sandy Ehrig, seconded by Jason Sampson, to **approve Option 3, the purchase of two Stannah Siena Chairlifts for the Library stairwells for a total cost of \$11,590.00.** After due consideration and discussion the roll was called. Aye: Ehrig, Sampson, Skaggs, Hanson, Corbin, Nealson. Nay: None. The Mayor declared the motion carried.

B. Ordinance No. 1049 (2023/2024): An Ordinance Amending Chapter 63 (Speed Regulations) of the City Code to make Necessary Changes on South G Avenue, third and final reading

Motion by Dane Nealson, seconded by Steve Skaggs, to **approve Ordinance No. 1049 (2023/2024).** After due consideration and discussion the roll was called. Aye: Nealson, Skaggs, Ehrig, Hanson, Corbin, Sampson. Nay: None. The Mayor declared the motion carried.

C. Approve Pay Request No. 31 for WWTF Improvements-Phase 2 from Williams Brothers Construction Inc. (WBCI) in the amount of \$290,848.39

Motion by Brian Hanson, seconded by Sandy Ehrig, to **approve Pay Request No. 31 for WWTF Improvements-Phase 2 from Williams Brothers Construction Inc. (WBCI) in the amount of \$290,848.39.** After due consideration and discussion the roll was called. Aye: Hanson, Ehrig, Corbin, Nealson, Sampson, Skaggs. Nay: None. The Mayor declared the motion carried.

D. Approve Pay Request No. 20REV for WWTF Improvements-Phase 3 from Boomerang Corp. in the amount of \$174,480.20

Motion by Dane Nealson, seconded by Henry Corbin, to **approve Pay Request No. 20REV for WWTF Improvements-Phase 3 from Boomerang Corp. in the amount of \$174,480.20.** After due consideration and discussion the roll was called. Aye: Nealson, Corbin, Sampson, Skaggs, Ehrig, Hanson. Nay: None. The Mayor declared the motion carried.

7. NEW BUSINESS

A. HR Green Workorder for GIS Training Services

Motion by Brian Hanson, seconded by Jason Sampson, to **approve HR Green Workorder for GIS Training Services.** After due consideration and discussion the roll was called. Aye: Hanson, Sampson, Skaggs, Ehrig, Corbin, Nealson. Nay: None. The Mayor declared the motion carried.

B. Resolution No. 041 (2023/2024): A Resolution to provide for a notice of hearing on proposed plans, specifications, forms of contract and estimate of cost for the 2024 Street Improvements Project and the taking of bids therefor

Motion by Dane Nealson, seconded by Jason Sampson, to **adopt Resolution No. 041 (2023/2024).** After due consideration and discussion the roll was called. Aye: Nealson, Sampson, Skaggs, Ehrig, Hanson, Corbin. Nay: None. The Mayor declared the motion carried.

C. Approve LOT, Capital Equipment Revolving, Hotel/Motel, TIF, and Transfer Worksheets for the FY24/25 Budget

Motion by Steve Skaggs, seconded by Sandy Ehrig, to **approve LOT, Capital Equipment Revolving, Hotel/Motel, TIF, and Transfer Worksheets for the FY24/25 Budget.** After due consideration and discussion the roll was called. Aye: Skaggs, Ehrig, Hanson, Corbin, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

D. Approve 5 (five) Day Class "C" Retail Alcohol License for Scott Walkner d/b/a/ DOYUOBOWL2, LC, 220 H Avenue, Effective January 18, 2024 through January 22, 2024

Motion by Brian Hanson, seconded by Jason Sampson, to **approve 5 (five) Day Class "C" Retail Alcohol License for Scott Walkner d/b/a/ DOYUOBOWL2, LC, 220 H Avenue, Effective January 18, 2024 through January 22, 2024.** After due consideration and discussion the roll was called. Aye: Hanson, Sampson, Skaggs, Ehrig, Corbin. Nay: None. Abstain: Nealson. The Mayor declared the motion carried.

E. Approve Class "C" Retail Alcohol License for Timothy McLaughlin d/b/a/ William F. Ball Post No. 48, American Legion, Nevada Iowa, 1331 6th Street, Effective January 2, 2024

Motion by Steve Skaggs, seconded by Dane Nealson, to **approve Class "C" Retail Alcohol License for Timothy McLaughlin d/b/a/ William F. Ball Post No. 48, American Legion, Nevada Iowa, 1331 6th Street, Effective January 2, 2024.** After due consideration and discussion the roll was called. Aye: Skaggs, Nealson, Sampson, Ehrig, Hanson, Corbin. Nay: None. The Mayor declared the motion carried.

8. ADJOURNMENT

There being no further business to come before the meeting, motion by Dane Nealson, seconded by Jason Sampson, to adjourn the meeting. Following voice vote, the Mayor declared the motion carried at 6:42 p.m. the meeting adjourned.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Published: _____

Council Approved: _____

NEVADA CITY COUNCIL – WEDNESDAY, SEPTEMBER 6, 2023 5:04 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 and via Zoom. Mayor Brett Barker, convened the meeting at 5:04 p.m. on Wednesday, September 6, 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: Jason Sampson, Steve Skaggs, via Zoom- Brian Hanson, Sandy Ehrig, Barb Mittman. Absent: Dane Neelson.

Staff Present: Kerin Wright, Ric Martinez

3. APPROVAL OF AGENDA

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

4. APPROVE 5-DAY CLASS C RETAIL ALCOHOL LICENSE PERMIT, FOR DOYOUBOWL2, LC, d/b/a SPORTS BOWL, EFFECITVE DATE SEPTEMBER 6, 2023

Motion by Jason Sampson, seconded by Steve Skaggs, to approve 5-Day Class C Retail Alcohol License for Sports Bowl Effective September 6, 2023. After due consideration and discussion the roll was called. Aye: Sampson, Skaggs, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

5. ADJOURNMENT

There being no further business to come before the meeting, motion by Jason Sampson, seconded by Barb Mittman, to adjourn the meeting. Following voice vote, the Mayor declared the motion carried at 5:08 p.m. the meeting adjourned.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Published: _____

Council Approved: _____

CITY OF NEVADA
CLAIMS REPORT FOR JANUARY 22, 2024
1/9/24 THRU 1/22/24

VENDOR	REFERENCE	AMOUNT	CHECK #
WAGEWORKS	FSA 2023 PMT	797.93	1528
EMPLOYEE BEN SYSTEMS	SELF FUNDING FEES	245.00	1529
WAGEWORKS	FSA 2022 PMTS	504.32	1534
ALLIANT	ALL-UTILITIES	4,593.91	83189
HACH CO	WTR-CHEMICALS	59.70	83190
IA LIBRARY ASSOC	LIB-DAVISON MEMB	30.00	83191
GOOD AND QUICK	PD#101 OIL CHANGE	86.63	83192
STAPLES	WWT-SUPPLIES	111.18	83193
WINDSTREAM	SC-PHONES	57.42	83194
SAMS	FH-OWNER PURCHASES	1,439.11	83195
FREEDOM TIRE	PD-#55 TIRES	639.12	83196
WEX BANK	ALL-GAS CARDS	466.71	83197
SHRED-IT	PD-SHREDDING	187.56	83198
MENARDS	PD-PAINTING SUPPLIES	95.67	83199
WILLIAMS BRO CONST	WWT-PH2-PR31	290,848.39	83200
BOOMERANG	WWTF-PH3-PR#20	174,480.20	83201
METRONET	ALL-INTERNET SVCS	292.20	83202
EFTPS	FED/FICA TAX	41,041.04	1530
HUTTON, RYAN	HSA	302.09	1531
SYDNES, KELLAN	HSA	50.00	1532
CORNISH, DEVIN	HSA	50.00	1533
EMPLOYEE BENEFIT SYST	BENEFITS PAID	747.13	1536
MISSION SQUARE	DEFERRED COMP	707.50	83187
COLLECTION SERVICES CTR	CHILD SUPPORT	305.71	83188
WAGEWORKS	FSA 2023 PMTS	711.56	1535
FIRST INT BANK	ALL-SUPPLIES	4,419.21	1537
NEVADA VET	PD-ANIMAL CONTROL	486.40	83206
PRATT SANI INC	ALL-GARBAGE SVC	609.51	83207
VAN WALL EQUIP	STS/WWT-OIL/FILTER4720 TRACTOR	317.43	83208
STATE HYGIENIC LAB	WWT-LAB ANALYSIS	2,721.50	83209
COMPUTER RES SPEC	ALL-IT SVCS	8,799.20	83210
ARNOLDS	WTR/STS-SUPPLIES	318.31	83211
GRAINGER	PKM-CHEMICAL PUMP-BRINE TANK	709.51	83212
NEVADA ROTARY CLUB	FD-REYNOLDS MEMB	437.00	83213
STORY CO TREASURER	PD/WTR/WWT-FY24 QTR3	11,582.06	83214
HANSEN, TIM	PKA-CHAMBER EVENT REIMB	75.00	83215
VERIZON	WTR/WWT/LIB-SVCS	280.07	83216
GANNETT IA	PUBLIC NOTICES	457.20	83217
HOKEL	WTR-SNOW PLOW SPRING	40.00	83218
NEVADA COMM SCHOOL	ALL-FUEL	2,709.65	83219
JOHNSON CONTROLS	LIB-FIRE PROTECTION	185.00	83220
IA COMM ASSUR	STS/FH-ADDL COVERAGE	527.00	83221
NEVADA HARDWARE	ALL-SUPPLIES	668.22	83222
MID-STATES ORGANIZED	PD-MEMB FEES	150.00	83223
STAPLES	PKA/CA-SUPPLIES	89.97	83224
WINDSTREAM	LIB/PD-PHONES	158.68	83225
CONSUMERS ENERGY	ALL-UTILITIES	7,938.67	83226
HILPIPRE-MAIER, RHONDA	CIRL ALL STAR BBALL REFEREE	200.00	83227
INTERSTATE ALL BATTERY	EMS-AED BATTERIES	29.90	83228
JOHN DEERE FIN	P&Z/WWT/PKM-SUPPLIES	669.94	83229
HR GREEN	ENGINEERING	133,124.65	83230
SIGLER	NEWSLETTER	2,602.68	83231
WILLIAMSON ELEC	POOL/PKM/STS-ELEC RPR	5,393.72	83232

CENTRAL IA WATER ASSC	WTR-LWE RAW WATER 02/2024	553.06	83233
QUADIENT	ALL-POSTAGE	1,000.00	83234
THE CTK GROUP	PD-REYNOLDS/SYDNES TRNG	1,000.00	83235
SCHULING HITCH CO	WTR-LED LIGHT BAR	220.80	83236
STORY CO HOUSING TRUST	FY24-LMI RPRS/ASST HOUSING	5,657.00	83237
MENARDS	FH-SUPPLIES	24.96	83238
RMH ARCHITECTS	FH-ARCH	2,920.00	83239
SYDNES, KELLAN	PD-REIMB	208.00	83240
MAIER, TATE	CIRL ALL STAR BB REF	100.00	83241
VORM, ADDISYN	CIRL ALL STAR BB REF	200.00	83242
WALKER, RACHEL	LIB-REIMB	24.00	83243
VORM, MATAYA	CIRL ALS STAR BB REF	200.00	83244
ASKEW SCIENTIFIC CONSULT	WWTF PROJ-RATE ANALYSIS	12,611.96	83245
MIDWEST ALARM SVCS	FH-INSTALL & RPR	2,915.26	83246
MID-TECH SERVICES	PKM-METAL DET SWITCH RPR	104.23	83247
HAPPE, JUSTIN	CIRL BB ALL STAR REF	200.00	83248
WESSELS, RYAN	CIRL ALL STARS BB REF	100.00	83249
LAWLER, JAMISON	CIRL ALL STAR BB REF	200.00	83250
AGRISTOCK SHORTLINE	STS-SNOW PUSHER	3,710.00	83251
ZIPS TRUCK EQUIP	FD-CHAINS/HOOK	337.98	83252
SUNSET HEALTHCARE	EMS-FIRES SAFE NOZZLE/CANNULA	755.50	83253
	WATER	173.89	
	WATER DEPOSITS	73.69	
	Refund Checks Total	247.58	
	Accounts Payable Total	737,593.31	
	Payroll Checks	101,615.41	
	***** REPORT TOTAL *****	839,456.30	
	GENERAL	129,729.18	
	ROAD USE TAX	15,629.59	
	LOCAL OPTION SALES TAX	13,430.00	
	LMI-SUBFUND	5,657.00	
	LIBRARY TRUST	197.25	
	TRAIL MAINTENANCE	484.85	
	SC/FIELDHOUSE	9,385.17	
	2024 CIP STS IMPROV PROJ	69,803.41	
	WATER	28,668.23	
	WATER DEPOSITS	73.69	
	SEWER	18,902.19	
	SEWER CAP IMP PROJECT	539,403.17	
	REVOLVING FUND	5,331.63	
	FLEX BENEFIT REVOLVING	2,013.81	
	HEALTH INS, SELF FUND	747.13	
	TOTAL FUNDS	839,456.30	

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CASH-GENERAL FUND	336,942.38-	5,101,893.47
002-000-1110	CASH-HOTEL/MOTEL	33.00	10,185.12
110-000-1110	CASH-ROAD USE TAX	36,247.22	2,559,368.77
112-000-1110	CASH-EMPLOYEE BENEFITS	14,267.67	374,053.07
113-000-1110	CASH-RUT CAPITAL	1,701.21	525,046.93
119-000-1110	CASH-EMERGENCY FUND	1,765.09	44,985.60
121-000-1110	CASH-LOCAL OPTION TAX	96,948.58	1,216,625.77
125-000-1110	CASH-TIF	33,925.61-	1,720,059.28
126-000-1110	CASH-LMI SUBFUND		263,906.53
167-000-1111	RESERVE-WELLS	6.10	1,882.67
167-000-1113	RESERVE-ZWILLING	.38	118.38
167-000-1114	RESERVE-ALBERRY	3.49	1,077.18
168-000-1118	RESERVE-UNDESIGNATED	.78	240.25
168-000-1119	RESERVE-HARMS TRUST, GREEN SP	90.82	28,031.11
169-000-1110	CASH-LIBRARY TRUST	98.33	7,348.64
171-000-1110	CASH-FIRE TRUST	59.91	18,489.87
172-000-1110	CASH-SCORE UNDESIGNATED	19.53	6,027.73
173-000-1110	CASH-SCORE O&M	.91	280.05
174-000-1110	CASH-NORTH STORY BASEBALL	13.35	4,119.43
175-000-1110	CASH-SENIOR COMM CENTER	34.42	10,624.53
176-000-1110	CASH-GH PIANO	65.25	20,138.05
177-000-1110	CASH-POLICE FOREITURE	41.84	12,911.94
179-000-1122	RESERVE-GRNBLT MAP 2005	12.38	3,820.88
179-000-1124	RESERVE-ST CO TRAIL	3.00	924.72
179-000-1127	RESERVE-UNRESTRICTED	1,025.14	35,078.00
179-000-1128	RESERVE-SCORE SCOREBOAR	15.78	4,871.21
179-000-1130	RESERVE-LANDSCAPING	38.33	6,832.17
179-000-1131	RESERVE-FIELD MAINT	840.73	35,719.12
179-000-1132	RESERVE-LEW HANSEN SUB	4.85	1,497.21
179-000-1133	RESERVE-87 SOUTHWOOD	26.10	8,056.52
179-000-1134	RESERVE-MARDEAN PARK	3.10	956.18
179-000-1135	RESERVE-WILSON POND DONATIONS	2.56	790.22
179-000-1137	P&R BRINKMAN MEMORIAL	7.79	2,402.80
180-000-1110	CASH-COLUMBARIAN MAINT	18.07	5,575.60
181-000-1110	CASH-TRAIL MAINTENANCE	174.58	53,880.58
182-000-1110	CASH-DANIELSON/OTHERTRU	1,516.47-	243,273.42
183-000-1110	CASH-LIB BLDG TRUST	.67	207.21
184-000-1110	CASH-TREES FOREVER	15.66	4,833.22
185-000-1110	CASH-4TH OF JULY	30.31	9,353.82
186-000-1110	CASH-COMM BAND	4.69	1,447.67
200-000-1110	CASH-DEBT SERVICE	20,715.10	970,864.03
301-000-1110	CASH-CITY HALL/PUBLIC S	2.01	621.83
302-000-1110	CASH-LIBRARY BLDG	3,006.10	102,346.18
304-000-1110	CASH-SC/FIELDHOUSE	265,974.83-	465,193.79
306-000-1110	CASH-SPLASHPAD	1,314.26	405,619.66
307-000-1110	CASH-SIDEWALKIMPROVEMEN	706.19	142,029.93
309-000-1110	CASH-2024 STS CIP PROJECTS	43,104.53-	66,143.46-
310-000-1110	CASH-2021STS PROJ 11TH/S14	15,446.24-	1,793,526.20-
311-000-1110	CASH-2019 CIP WORK	5,285.95	1,631,406.19
315-000-1110	CASH-CBD DOWNTOWN IMPR		76,690.78-
321-000-1110	CASH-TRAIL CIP PROJECTS	2,388.50	468,036.02

CITY OF NEVADA
BALANCE SHEET
CALENDAR 12/2023, FISCAL 6/2024

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
322-000-1110	CASH-ARP FUNDS	3,417.60	1,054,775.79
500-000-1110	CASH-PERPETUAL CARE	100.00	174,891.58
501-000-1110	CASH-HATTERY		5,000.00
600-000-1110	CASH-WATER O&M	156,134.66	3,856,391.08
601-000-1110	CASH-WATER DEPOSITS	108.78	88,552.17
602-000-1110	CASH-WATER PLANT UPGRADE RSRV	5,779.87	1,783,843.97
605-000-1110	CASH-WATER 2012C BOND		645,191.73
607-000-1110	CASH-WTR CAPITAL REVOLV	56,438.88-	5,879.88-
608-000-1110	CASH-JORDAN WELL PROJ	9,537.36-	201,606.55-
609-000-1110	CASH-WTR CAPITAL PROJECTS		42,135.30-
610-000-1110	CASH-WASTEWATER O&M	223,980.08	3,127,710.43
611-000-1110	CASH-SEWER REVOLVING	4,511.44	1,392,369.46
615-000-1110	CASH-SEWER CONSTRUCTION	34,894.45	3,822,214.64
616-000-1110	CASH-WWT CIP	6,873,277.92	860,268.67-
617-000-1110	CASH-WWT CAPITAL	1,246.37	384,668.25
618-000-1110	CASH-SRF SPONSORED PROJECT	13,675.98-	590,270.45-
670-000-1110	CASH-GARBAGE UTILITY	5,862.22	31,503.57-
740-000-1110	CASH-STORM WATER UTILIT	18,534.17	1,108,394.53
810-000-1139	RESERVE-PARK & RECREATI	1,589.77-	139,726.43
810-000-1140	RESERVE-LIBRARY	593.25-	62,785.52
810-000-1141	RESERVE-CEMETERY	633.60-	122,371.20
810-000-1142	RESERVE-FINANCE	1,108.78	342,203.54
810-000-1143	RESERVE-FIRE	3,632.37	801,561.72
810-000-1144	RESERVE-POLICE	1,271.90	244,944.31
810-000-1146	RESERVE-PLANNING & ZONI	153.04	47,232.49
810-000-1147	RESERVE-GATES HALL	254.02	78,397.70
810-000-1148	RESERVE-TECHNOLOGY	132.30	40,831.20
812-000-1110	CASH-FLEXIBLE BENEFITS	10,766.32	44,278.63
813-000-1110	CASH-HEALTH INS/SELF FUND	7,587.65	39,635.89
830-000-1110	CASH-SICK & VACATION	1,061.66	327,659.86
	CASH TOTAL	6,761,476.43	32,600,659.81
001-000-1120	PETTY CASH - LIBRARY		75.00
600-000-1120	PETTY CASH - CITY HALL		600.00
	PETTY CASH TOTAL	.00	675.00
182-000-1168	COUNTY FOUNDATION INVES		86,964.83
	SAVINGS TOTAL	.00	86,964.83
	TOTAL CASH	6,761,476.43	32,688,299.64

CITY OF NEVADA
BUDGET REPORT
CALENDAR 12/2023, FISCAL 6/2024

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	PERCENT EXPENDED	50.0% UNEXPENDED
	POLICE TOTAL	1,336,821.00	135,069.32	662,052.21	49.52	674,768.79
	POLICE-OFFICE TOTAL	139,125.00	15,973.00	65,389.68	47.00	73,735.32
	EMERGENCY MANAGEMENT TOTAL	1,320.00	83.69	531.41	40.26	788.59
	FLOOD CONTROL TOTAL	27,600.00	.00	3,710.65	13.44	23,889.35
	FIRE TOTAL	277,027.00	27,143.74	153,856.47	55.54	123,170.53
	AMBULANCE TOTAL	14,871.00	98.08	33,993.78	228.59	19,122.78-
	BUILDING INSPECTIONS TOTAL	61,004.00	5,461.38	23,713.31	38.87	37,290.69
	ANIMAL CONTROL TOTAL	4,500.00	623.20	2,300.10	51.11	2,199.90
	ANIMAL CONTROL-OWNER TOTAL	1,500.00	43.70	253.60	16.91	1,246.40
	PUBLIC SAFETY TOTAL	1,863,768.00	184,496.11	945,801.21	50.75	917,966.79
	ROADS, BRIDGES, SIDEWALKS TOTA	1,131,149.00	50,767.77	518,648.95	45.85	612,500.05
	STREET LIGHTING TOTAL	137,000.00	9,149.65	58,191.58	42.48	78,808.42
	TRAFFIC CONTROL & SAFETY TOTA	500.00	.00	6.15	1.23	493.85
	PAVEMENT MARKINGS TOTAL	15,000.00	9.96	5,273.25	35.16	9,726.75
	SNOW REMOVAL TOTAL	82,275.00	137.35	137.35	.17	82,137.65
	TREES & WEEDS TOTAL	50,000.00	.00	29,014.27	58.03	20,985.73
	PUBLIC WORKS TOTAL	1,415,924.00	60,064.73	611,271.55	43.17	804,652.45
	WATER,AIR,MOSQUITO CONTRO TOTA	13,000.00	120.00	120.00	.92	12,880.00
	OTHER HEALTH/SOCIAL SERV TOTA	40,000.00	11,000.00	39,585.71	98.96	414.29
	HEALTH & SOCIAL SERVICES TOTA	53,000.00	11,120.00	39,705.71	74.92	13,294.29
	LIBRARY TOTAL	515,992.00	48,823.46	247,014.12	47.87	268,977.88
	LIBRARY-DONATED TOTAL	34,650.00	2,304.70	10,787.34	31.13	23,862.66
	LIBRARY-STATE INFRASTRUCT TOTA	23,500.00	965.00	8,426.27	35.86	15,073.73
	MUSEUM/BAND/THEATRE TOTAL	1,500.00	.00	1,075.38	71.69	424.62
	PARKS TOTAL	130,626.00	13,294.79	82,692.78	63.30	47,933.22
	PARK MAINTENANCE TOTAL	356,920.00	14,887.15	267,438.12	74.93	89,481.88
	PARKS-ATHLETIC FIELDS TOTAL	20,000.00	560.00	10,379.26	51.90	9,620.74
	TRAIL SYSTEM-BIKE/WALK TOTAL	15,000.00	.00	.00	.00	15,000.00
	FOUR-PLEX COMPLEX TOTAL	49,617.00	113.43	13,325.50	26.86	36,291.50
	POOL TOTAL	269,014.00	9,518.18	173,529.20	64.51	95,484.80
	RECREATION TOTAL	5,103.00	9,249.80	41,393.96	811.17	36,290.96-
	ADULT SOFTBALL TOTAL	1,819.00	.00	105.00	5.77	1,714.00
	COMMUNITY HEALTH/WEELLNESS TOTA	1,200.00	.00	.00	.00	1,200.00
	SENIOR ACTIVITY TOTAL	3,500.00	724.17	1,885.82	53.88	1,614.18
	CEMETERY TOTAL	179,125.00	21,238.24	118,222.25	66.00	60,902.75
	COMMUNITY CTR/ZOO/MARINA TOTA	292,622.00	12,285.95	57,563.38	19.67	235,058.62
	SENIOR COMMUNITY CENTER TOTAL	7,807.00	221.21	4,031.09	51.63	3,775.91
	FIELDHOUSE TOTAL	20,500.00	.00	.00	.00	20,500.00
	BASEBALL SOFTBALL TOTAL	41,646.00	.00	1,965.00	4.72	39,681.00
	YOUTH BASKETBALL TOTAL	11,605.00	2,973.51	8,937.83	77.02	2,667.17
	VOLLEYBALL TOTAL	2,749.00	.00	1,845.07	67.12	903.93
	FLAG FOOTBALL TOTAL	6,395.00	32.30	3,206.51	50.14	3,188.49

CITY OF NEVADA
BUDGET REPORT
CALENDAR 12/2023, FISCAL 6/2024

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	PERCENT EXPENDED	50.0% UNEXPENDED
	HALLOWEEN TOTAL	250.00	.00	.00	.00	250.00
	JR THEATRE/FESTIVAL TREES TOTA	2,798.00	.00	.00	.00	2,798.00
	CIRL TOTAL	5,000.00	.00	3,077.50	61.55	1,922.50
	HISTORICAL SOCIETY TOTAL	.00	.00	4,910.00	.00	4,910.00-
	HISTORIC PRESERVATION TOTAL	7,500.00	.00	.00	.00	7,500.00
	CULTURE & RECREATION TOTAL	2,006,438.00	137,191.89	1,061,811.38	52.92	944,626.62
	ECONOMIC DEVELOPMENT TOTAL	568,003.00	54,247.95	133,539.95	23.51	434,463.05
	MAIN STREET NEVADA TOTAL	25,000.00	.00	.00	.00	25,000.00
	HOUSING & URBAN RENEWAL TOTAL	65,000.00	.00	.00	.00	65,000.00
	PLANNING & ZONING TOTAL	262,082.00	10,670.61	89,375.70	34.10	172,706.30
	CHRISTMAS LIGHTS TOTAL	800.00	.00	.00	.00	800.00
	4TH OF JULY TOTAL	8,500.00	.00	.00	.00	8,500.00
	LINCOLN HWY DAYS TOTAL	4,000.00	.00	4,000.00	100.00	.00
	OTHER COMM & ECO DEV TOTAL	700.00	.00	.00	.00	700.00
	COMMUNITY & ECONOMIC DEV TOTA	934,085.00	64,918.56	226,915.65	24.29	707,169.35
	MAYOR/COUNCIL/CITY MGR TOTAL	12,790.00	753.56	8,912.13	69.68	3,877.87
	COUNCIL TOTAL	10,650.00	.00	39.36	.37	10,610.64
	CITY ADMINISTRATOR TOTAL	55,450.00	186.95	18,688.50	33.70	36,761.50
	CLERK/TREASURER/ADM TOTAL	485,637.00	35,220.23	171,571.95	35.33	314,065.05
	ELECTIONS TOTAL	3,500.00	2,642.94	2,642.94	75.51	857.06
	LEGAL SERVICES/ATTORNEY TOTAL	122,700.00	33,630.00	66,912.00	54.53	55,788.00
	CITY HALL/GENERAL BLDGS TOTAL	125,654.00	26,402.25	67,849.06	54.00	57,804.94
	TORT LIABILITY TOTAL	62,551.00	160.00	58,707.00	93.85	3,844.00
	OTHER GENERAL GOVERNMENT TOTA	14,000.00	4,507.39	9,445.12	67.47	4,554.88
	GENERAL GOVERNMENT TOTAL	892,932.00	103,503.32	404,768.06	45.33	488,163.94
	CITYHALL/LIBRARY DEBT TOTAL	96,363.00	.00	3,181.25	3.30	93,181.75
	CBD PROJECT 8.9M TOTAL	178,550.00	.00	89,275.00	50.00	89,275.00
	2013 GO BOND TOTAL	.00	.00	14,250.00	.00	14,250.00-
	FIELD HOUSE TOTAL	961,882.00	.00	50,800.00	5.28	911,082.00
	DDCE WTR/WWT/STS DEBT TOTAL	673,500.00	.00	.00	.00	673,500.00
	DEBT SERVICE TOTAL	1,910,295.00	.00	157,506.25	8.25	1,752,788.75
	FLOOD CONTROL TOTAL	75,000.00	.00	.00	.00	75,000.00
	ROADS, BRIDGES, SIDEWALKS TOTA	2,217,200.00	58,550.77	1,263,716.41	57.00	953,483.59
	SIDEWALKS TOTAL	25,000.00	.00	.00	.00	25,000.00
	RAILROAD CROSSINGS TOTAL	10,000.00	.00	.00	.00	10,000.00
	TRAIL SYSTEM-BIKE/WALK TOTAL	100,000.00	.00	5,459.50	5.46	94,540.50
	POOL TOTAL	100,000.00	.00	.00	.00	100,000.00
	SENIOR COMMUNITY CENTER TOTAL	.00	1,322.06	1,434.56	.00	1,434.56-
	FIELDHOUSE TOTAL	2,320,000.00	266,160.05	2,787,026.01	120.13	467,026.01-

CITY OF NEVADA
BUDGET REPORT
CALENDAR 12/2023, FISCAL 6/2024

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	50.0% PERCENT EXPENDED	UNEXPENDED
	CAPITAL PROJECTS TOTAL	4,847,200.00	326,032.88	4,057,636.48	83.71	789,563.52
	WTR 2012C BOND TOTAL	460,350.00	.00	15,175.00	3.30	445,175.00
	WWT DEBT TOTAL	1,363,200.00	.00	413,040.24	30.30	950,159.76
	WATER TOTAL	50,490.00	11,853.88	23,707.76	46.96	26,782.24
	WATER-PLANT/PUMPS TOTAL	1,010,062.00	120,459.60	600,654.29	59.47	409,407.71
	TOTAL	.00	.00	42,135.30	.00	42,135.30
	WATER-LINES-INST & O&M TOTAL	81,458.00	6,722.66	30,254.46	37.14	51,203.54
	WATER ACCOUNTING TOTAL	382,675.00	38,412.34	200,994.35	52.52	181,680.65
	WASTEWATER PLANT TOTAL	1,451,001.00	49,911.41	506,445.98	34.90	944,555.02
	WASTEWATER COLLECTION TOTAL	21,904,560.00	963,783.65	9,391,368.59	42.87	12,513,191.41
	WASTEWATER ACCOUNTING TOTAL	253,325.00	27,381.68	126,983.53	50.13	126,341.47
	LANDFILL/GARBAGE TOTAL	74,700.00	53.20	73,033.40	97.77	1,666.60
	STORM WATER TOTAL	70,900.00	72.77	26,126.99	36.85	44,773.01
	ENTERPRISE FUNDS TOTAL	27,102,721.00	1,218,651.19	11,449,919.89	42.25	15,652,801.11
	TRANSFERS IN/OUT TOTAL	6,569,463.00	.00	2,564,350.00	39.03	4,005,113.00
	TRANSFER OUT TOTAL	6,569,463.00	.00	2,564,350.00	39.03	4,005,113.00
	TOTAL EXPENSES	47,595,826.00	2,105,978.68	21,519,686.18	45.21	26,076,139.82

CITY OF NEVADA
REVENUE REPORT
CALENDAR 12/2023, FISCAL

6/2024

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	4,156,643.00	86,886.01	2,009,642.15	48.35	2,147,000.85
	HOTEL MOTEL TOTAL	4,100.00	33.00	3,092.37	75.42	1,007.63
	ROAD USE TAX TOTAL	1,016,901.00	91,783.89	536,724.90	52.78	480,176.10
	EMPLOYEE BENEFITS TOTAL	633,163.00	14,267.67	359,979.32	56.85	273,183.68
	RUT CAPITAL TOTAL	303,000.00	1,701.21	311,234.70	102.72	8,234.70-
	EMERGENCY FUND TOTAL	78,467.00	1,765.09	44,649.99	56.90	33,817.01
	LOCAL OPTION SALES TAX TOTAL	1,020,000.00	119,763.98	728,643.04	71.44	291,356.96
	TAX INCREMENT FINANCING TOTAL	588,552.00	18,527.81	362,399.15	61.57	226,152.85
	LMI-SUBFUND TOTAL	80,786.00	.00	.00	.00	80,786.00
	RESTRICTED GIFTS TOTAL	25.00	9.97	67.32	269.28	42.32-
	CEMETARY CIP/LAND TOTAL	200.00	91.60	618.39	309.20	418.39-
	LIBRARY TRUST TOTAL	3,100.00	1,063.33	9,815.04	316.61	6,715.04-
	FIRE TRUST TOTAL	120.00	59.91	404.44	337.03	284.44-
	SCORE-UNDESIGNATED TOTAL	50.00	19.53	131.84	263.68	81.84-
	SCORE O&M TOTAL	5.00	.91	6.12	122.40	1.12-
	NORTH STORY BASEBALL TOTAL	24,000.00	13.35	93.75	.39	23,906.25
	SENIOR CENTER TRUST TOTAL	710.00	34.42	232.40	32.73	477.60

CITY OF NEVADA
REVENUE REPORT
CALENDAR 12/2023, FISCAL 6/2024

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	50.0% PERCENT RECVD	UNCOLLECTED
	GATES HALL PIANO TOTAL	100.00	65.25	440.48	440.48	340.48-
	ASSET FORFEITURE TOTAL	100.00	41.84	282.43	282.43	182.43-
	PARK OPEN SPACE TOTAL	34,300.00	1,979.76	30,153.49	87.91	4,146.51
	COLUMBARIAN MAINTENANCE TOTAL	220.00	18.07	360.55	163.89	140.55-
	TRAIL MAINTENANCE TOTAL	20,150.00	174.58	21,015.93	104.30	865.93-
	DANIELSON TRUST TOTAL	1,600.00	788.23	6,218.42	388.65	4,618.42-
	LIB BLDG TRUST TOTAL	.00	.67	4.53	.00	4.53-
	TREES FOREVER TOTAL	75.00	15.66	105.72	140.96	30.72-
	4TH OF JULY TRUST TOTAL	2,575.00	30.31	4,042.47	156.99	1,467.47-
	COMMUNITY BAND TOTAL	1,000.00	4.69	135.27	13.53	864.73
	DEBT SERVICE TOTAL	1,621,946.00	20,715.10	497,540.89	30.68	1,124,405.11
	CH CAMPUS PROJ TOTAL	.00	2.01	13.60	.00	13.60-
	LIBRARY ADDITION TOTAL	97,463.00	3,006.10	97,027.42	99.55	435.58
	SC/FIELDHOUSE TOTAL	4,570,000.00	1,507.28	295,102.88	6.46	4,274,897.12
	SPLASHPAD PROJECT TOTAL	400,000.00	1,314.26	405,619.66	101.40	5,619.66-
	SIDEWALK IMPROVEMENTS TOTAL	30,000.00	706.19	23,185.46	77.28	6,814.54
	2019 CIP WORK TOTAL	.00	5,285.95	35,684.45	.00	35,684.45-

CITY OF NEVADA
REVENUE REPORT

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 12/2023, FISCAL BUDGET ESTIMATE	6/2024 MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	50.0% PERCENT RECVD	UNCOLLECTED
	IDOT S14 PROJ, TRAIL TOTAL	434,370.00	.00	.00	.00	434,370.00
	TRAIL CIP RESERVE PROJTS TOTA	76,230.00	2,388.50	11,093.46	14.55	65,136.54
	ARP FUNDS TOTAL	10,000.00	3,417.60	23,071.57	230.72	13,071.57-
	PERPETUAL CARE TOTAL	3,800.00	100.00	2,210.00	58.16	1,590.00
	WATER TOTAL	2,440,525.00	266,215.68	1,649,238.39	67.58	791,286.61
	WATER DEPOSITS TOTAL	25,000.00	1,500.00	8,996.12	35.98	16,003.88
	WATER PLANT UPGRADE RSRV TOTA	212,000.00	5,779.87	237,392.48	111.98	25,392.48-
	WATER 2012C/2020B BOND TOTAL	460,350.00	.00	460,350.00	100.00	.00
	WATER CAPITAL REVOLVING TOTAL	128,000.00	.00	126,104.85	98.52	1,895.15
	SEWER TOTAL	2,584,687.00	308,381.07	1,929,533.86	74.65	655,153.14
	SEWER SRF REVOLVING TOTAL	1,773,583.00	4,511.44	36,827.09	2.08	1,736,755.91
	SEWER CONSTRUCTION TOTAL	345,000.00	34,894.45	465,749.54	135.00	120,749.54-
	SEWER CAP IMP PROJECT TOTAL	15,000,000.00	7,816,277.69	9,168,163.16	61.12	5,831,836.84
	SEWER EQUIP REVOLVING TOTAL	152,000.00	1,246.37	158,646.26	104.37	6,646.26-
	SRF SPONSORED PROJECT TOTAL	1,500,000.00	.00	.00	.00	1,500,000.00
	LANDFILL/CARBAGE TOTAL	73,700.00	5,915.42	36,154.06	49.06	37,545.94
	STORM WATER TOTAL	177,900.00	18,606.94	114,561.81	64.40	63,338.19

CITY OF NEVADA
REVENUE REPORT
CALENDAR 12/2023, FISCAL 6/2024

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	PERCENT RECVD	50.0% UNCOLLECTED
	REVOLVING FUND TOTAL	510,000.00	7,126.82	699,511.47	137.16	189,511.47-
	FLEX BENEFIT REVOLVING TOTAL	.00	21,436.98	33,290.16	.00	33,290.16-
	HEALTH INS,-SELF FUND TOTAL	.00	39,251.70	229,519.41	.00	229,519.41-
	OTHER INTERNAL SERV FUND TOTA	1,000.00	1,061.66	7,167.05	716.71	6,167.05-
	TOTAL REVENUE BY FUND	40,597,496.00	8,909,789.82	21,182,249.31	52.18	19,415,246.69

RESOLUTION NO. 042 (2023/2024)

**A RESOLUTION TO ENTER INTO A 28E AGREEMENT WITH STORY COUNTY
FOR THE PROVISION OF DISPATCH AND JAIL SERVICES
FOR FISCAL YEAR 2024/2025**

WHEREAS, the City of Nevada has no facilities to house and care for prisoners committed to jail for violation of City Ordinances, State or Federal Statutes; and

WHEREAS, the City has no office wherein the Police Department may receive or dispatch telephone and radio messages on a twenty-four hour per day basis; and

WHEREAS, the Story County Sheriff's Department has such facilities; and

WHEREAS, the Story County Sheriff's Department has submitted to the City of Nevada for its approval a proposed 28E Agreement concerning the matter, a copy of which is attached to the Resolution and marked Exhibit "A" and incorporated herein as if set out in full; and

WHEREAS, it is in the best interest of the City of Nevada and the citizens thereof to enter into the proposed 28E Agreement with the Story County Sheriff's Department.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, that the City of Nevada shall contract with the Story County Sheriff's Department for jail and dispatch services beginning July 1, 2024 and continuing through June 30, 2025 for the annual fee of \$47,782.50. The Mayor and City Administrator are hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 22nd day of January, 2024.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Prepared by Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201, 515-382-6566

DISPATCHING SERVICES CONTRACT

THIS AGREEMENT is entered into this _____ day of _____, 2024, by and between Story County, Iowa, and the City of Nevada, Iowa, and is duly authorized by Chapter 28E of the Code of Iowa.

The City of Nevada has no office wherein the police department may receive or dispatch telephone and radio messages on a 24 hour per day basis. Nevada agrees to the following terms with the Story County Sheriff's Office:

1. This contractual agreement shall commence on the first day of July, 2024 and shall continue for one (1) year ending on June 30, 2025. The per capita charge shall automatically increase by 4 percent or an amount equal to the U.S. Consumer Price Index for all Urban Consumers (CPI-U) for a 12 month period, to be reviewed each October and increased the lesser amount. The new rate will begin on the first day of each July.
2. Story County shall be reimbursed by Nevada for its dispatching services at a rate of \$6.90 per capita based on the 2020 census figure of 6,925; the annual fee is \$47,782.50. This fee shall be paid in equal quarterly installments to the Story County Sheriff's Office on July 1, October 1, January 1 and April 1.
3. The Sheriff of Story County and his deputies or duly designated representatives agree to receive in the Sheriff's Office or county jail, such telephone calls, teletype messages and radio messages as are directed to the Police Department and the Fire Department of the City of Nevada and transmit the same to the officers of the respective departments.

The Sheriff of Story County and his deputies or duly designated representatives agree to receive or dispatch telephone, radio and teletype messages on a 24 hour per day basis in the Sheriff's Office or county jail as are directed to the Nevada Wastewater Treatment Plant and transmit same to said department.

The Sheriff's Office telephone number shall be included on the Automatic Dialing Alarm System for the Water Department and Wastewater Treatment Plant.

4. The Sheriff or Sheriff's Designee will provide the Nevada Police Department with copies of teletype messages of general and specific interest to all law enforcement officers and agencies in Story County.
5. The Sheriff or Sheriff's Designee will provide a printed daily report to the Nevada Police Chief or the Chief's Designee of all phone calls received in the Dispatch Center and other such calls for service and activities that are entered into the Computer Aided Dispatch System for the Nevada Police Department.
6. The Sheriff agrees to provide and allow the Nevada Police Chief or Chief's Designee computer terminal access to the records contained in the Computer Aided Dispatch System that pertain to the activities of the Nevada Police Department and its officers.
7. The Story County Sheriff shall keep in the Story County Jail, under his control and supervision, any and all prisoners who have been committed to its care by the Chief of Police of the City of Nevada or his duly authorized agents or police officers, for violation of the city ordinances of Nevada, Iowa, at no additional charge.
8. The Sheriff and his deputies or duly designated representatives shall take fingerprints and forward same of all persons arrested and brought into custody at the Story County Jail by members of the Nevada Police Department to the Iowa Division of Criminal Investigation and the Federal Bureau of Investigation as required by State and Federal law.
9. The Sheriff agrees to allow the Nevada Police Chief or the Chief's Designee access to the criminal history and jail record files of all prisoners brought into custody at the Story County Jail by members of the Nevada Police Department.
10. The City of Nevada agrees to pay all medical and doctor expenses for injuries to or sickness of their prisoners held on City of Nevada ordinance violations and all other extraordinary expenses related to those prisoners which may occur and which are not due to the negligence of Story County or its employees.
11. Story County will furnish and maintain the necessary radio equipment to provide the services named above (The City of Nevada will pay for their telephone service on the designated police department line installed in the Sheriff's telephone system.)
12. In accordance with Section 28E.7 of the Code of Iowa, this agreement shall not relieve any of the parties hereto of any obligation or responsibility imposed upon it or them by law, except that to the extent of actual and timely performance thereof by either of the contracting parties hereto, said performance may be offered in satisfaction of the obligation or responsibility.
13. No separate legal or administrative entity or organization shall be created by this agreement; no separate budget shall be established and no tangible property shall

be acquired which would require disposition upon the termination of this agreement.

14. The duly elected Sheriff of Story County, Iowa, and the duly appointed City Administrator of Nevada, Iowa, shall be joint co-administrators of this agreement as provided by Section 28E.6(1) of the Code of Iowa.
15. As joint co-administrators the duly elected Sheriff of Story County, Iowa and the City Administrator, shall develop the necessary procedures to effectively administer this agreement including but not limited to addressing new situations not covered by this agreement and conflict resolution.
16. Story County shall file a copy of this agreement with the Secretary of State and the County Auditor of Story County, Iowa, and record a copy with the Story County Recorder pursuant to Section 28E.8 of the Code of Iowa. The city seal shall be affixed to the contract before returning to the county for filing.
17. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a minimum 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.
18. Any amendments or addendums to this Agreement shall be created and passed in the same manner and with reference made to this original document.
19. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either City or County as hereinafter provided. Modification to this Agreement may be made by mutual consent of both parties.

STORY COUNTY, IOWA, a political
subdivision of the State of Iowa

CITY OF NEVADA, IOWA
a municipal corporation

Story County Board of Supervisors

Brett Barker
Mayor, City of Nevada

ATTEST: _____
Story County Auditor

Jordan Cook
Nevada City Administrator

APPROVED:

Paul H. Fitzgerald
Story County Sheriff



January 2024

TO: Mayor - City Council Members
City Administrator Jordan Cook

From: Ryan Hutton
Building & Zoning Official

1. With the recommendation from the Planning and Zoning Commission, we are seeking approval from the City Council Members to approve the Rezoning of the Property at 115 W Lincoln Hwy, West Field Development LLC from UC/R-3 (Urban Corridor/Urban Family Residential) to GC (General Commercial)

Best Regards,
Ryan Hutton
Building and Zoning Official

Memo

To: Planning & Zoning Commission
From: Ryan Hutton, Zoning Supervisor
CC: Jordan Cook, City Administrator
Date: 12/11/23

RE: General Information

- 1. Rezoning of 115 W Lincoln Hwy:** The City of Nevada has received a Rezoning Application. The proposed rezoning location is 115 W Lincoln Hwy. The applicant is currently zoned as R-3 (Urban Family Residential District) and UC (Urban Corridor Mixed Use District). The applicant is requesting to be rezoned to GC (General Commercial). The proposed location requires a public hearing from Planning and Zoning Commission. The Planning and Zoning Commission can make a recommendation to send the rezoning application to be reviewed by the City Council. Included in your packet is a copy of the application and location map.

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



Rezoning Application Packet

1. **Application Packet.** Be sure to complete and submit all the required materials that are part of this Application Packet. Failure to do so will result in a delay in processing your application.

The "Application Packet" for *Rezoning* includes the following:

- Application Form (This form must be completed for all applications.);
- Checklist (Use this checklist to assure that you have included all of the required information with your application materials); and,

2. **The Process.** The rezoning process involves the following steps:

The **City Council may**, on its own initiative, on petition by the property owner, or on recommendation of the Planning and Zoning Commission, or after 60 days written notice to the Commission, **amend, supplement, or change the regulations, districts, or the Official Zoning Map.**

Whenever **the owners of 50 percent or more of the area of the lots in any district** or part thereof desire amendment, supplement, or change in any of the provisions of the Zoning Ordinance applicable to such area, they **may file an application** with the **City Clerk** requesting City Council to make such amendment, supplement or change.

Applicants are encouraged to meet with planning staff prior to submitting an application for rezoning to determine conformance of the request with the Comprehensive Plan.

Submit the completed application packet to the City Clerk on or before 9:00 a.m. at least 15 days prior to a regularly scheduled meeting of the Planning and Zoning Commission.

Notice of the proposed change to the Zoning Map **will be mailed** by the Department of Planning and Zoning to **the owners of property located within 200 feet** of the boundaries of the area proposed for rezoning.

- **City staff will analyze the rezoning request** in relation to the City's Comprehensive Plan and other applicable plans, policies, ordinances, and resources.
 - **The Planning and Zoning Commission shall conduct a public hearing and file its recommendations** approving, disapproving, or modifying the proposed amendment, supplement, or change with the City Council **within 90 days** thereafter, unless time extensions are specifically requested by the applicant.
 - **Notice of a Zoning Map change shall be made by mail, publication, and posting and at least 7 days notice must be given.** ~~In no case shall the public hearing be~~ held earlier than the next regularly-scheduled City Council meeting following the notice.
 - The **City Council conducts a public hearing on the rezoning request.** In order for the rezoning to take effect, **the Council must approve the rezoning at three separate readings.** The first reading may be held at the same time as the public hearing. The second and third readings are held at subsequent City Council meetings.
 - The **City Council may impose reasonable conditions** on map amendments in accordance with Iowa Code Section 414.5.
3. **Commission and Council Meetings.** The Commission regularly meets on the **first Monday of the month** at 6:15 p.m. in the City Council Chambers.
- The City Council generally meets on the **second and fourth Mondays of the month** at 5:30 p.m. in the City Council Chambers.
4. **Filing Deadline.** The deadline to file an application for Rezoning is **Monday at 9:00 a.m., 15 days prior to the Planning and Zoning Commission meeting.** All required information and materials must be filed with the

City Clerk,
City Hall
1209 6th Street
Nevada, Iowa 50201

5. Vote Required When the Amendment is Protested. Written protest by the owners of 20% or more of the property by area **within the proposed zoning area** or by the owners of 20% or more of the property by area within 200 feet of the proposed rezoning area will require the favorable vote of at least three-quarters (3/4) of all members of the City Council.

6. Renewal of the Petition After Denial. When a rezoning petition has been denied by the City Council, such petition cannot be renewed for one year thereafter unless it is signed by at least 50% of the property owners who previously objected to the change. This provision, however, shall not prevent City Council from acting on its own initiative in any case or at any time.

**IF YOU HAVE ANY QUESTIONS WHILE COMPLETING THIS APPLICATION,
PLEASE CONTACT THE DEPARTMENT OF PLANNING AND ZONING.**

**City Hall
1209 6th Street
Phone: 515-382-5466
FAX: 515-382-4502
E-mail: rhutton@cityofnevadaiaowa.org**



Rezoning Application Form

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

1. **Property Address** for this Rezoning Request: 115 West Lincoln Highway

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

see attached survey

3. **Applicant:** DGOGNevadaia06282023, LLC

Address: 1906 E Battlefield Rd Springfield MO 65775
(Street) (City) (State) (Zip)

Telephone: 417-256-4790 417-256-8150 417-256-8152
(Home) (Business) (Fax)

4. **Property Owner:** West Field Development, LLC

Address: 4100 Purvis Lane Ames IA 50010
(Street) (City) (State) (Zip)

Telephone: 319-291-7005
(Home) (Business) (Fax)

5. **Contact Person:** Robert Englehart

Address: 4100 Purvis Lane Ames IA 50010
(Street) (City) (State) (Zip)

Telephone: 319-291-7005
(Home) (Business) (Fax)



Obtaining approval of this Rezoning does not absolve the applicant from obtaining all other applicable permits, such as Building Permits, IDOT access permits, et cetera.

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

Signed by: [Signature] Date: 11/10/2023
Applicant)

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

and: [Signature] Date: 11/8/2023
(Property Owner)

and: [Signature] Date: 11/8/2023
(Contact Person)



Rezoning Checklist

(This form must be filled out completely and the required information must be attached to this form before your application will be accepted.)

The following information is required as part of a submittal for a request for to Rezone. Please attach your answers to each item.

- A written explanation of the reasons for requesting rezoning. Please state facts, not conclusions.
- A **petition** signed by owners **of at least 50% of the area to be rezoned.**
- A written explanation showing the consistency of the proposed rezoning with the Comprehensive Plan.
- **Current zoning** of the subject property.
- **Proposed zoning** of the subject property.
- **Proposed use** of the property in sufficient detail to determine code compliance.
- A **Legal Description** of the property(ies) proposed for rezoning.
- The **land area** (measured in square feet and/or acres) for each property proposed for rezoning.

A drawn to scale **map** that includes the following:

- Drawn to scale
- Date of submittal
- North arrow; and
- Boundaries of the property proposed for rezoning

A Site Plan may also be required if determined applicable by the Zoning Administrator

B. Property Owners' Statement

(must be owners of at least 50% of area to be rezoned)

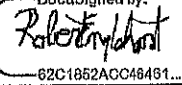
To Whom It May Concern:

We, the undersigned, own property adjoining 115 West Lincoln Highway Nevada,
Iowa.

West Field Development, LLC

It is our understanding that and DGOGNevadaia06282023, LLC has requested a change in
Zoning at 115 West Lincoln Highway.

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

NAME (SIGNATURE)	ADDRESS	DATE SIGNED
<small>DocuSigned by:</small>  <small>82C1852ACC48A51...</small>		11/10/2023

Planning & Zoning and Board of Adjustment Fees

Major Subdivision Preliminary Plat*	\$150.00 + \$10.00 per lot
Major Subdivision Final Plat*	\$75.00
Minor Subdivision*	\$75.00
Administrative Subdivision*	\$75.00
Site Plan*	\$100.00
Special Use Permit*	\$100.00
Text Amendment of Code*	\$50.00
Rezoning*	\$100.00+ \$1.00 per mailing
Board of Adjustment: Residential	\$100.00
Board of Adjustment: Commercial/Industrial	\$200.00
Construction Drawings	100% of Costs for Outside Consulting

* 100% of costs incurred by the City during review shall be charged to the developer

No Plat shall be considered by the City Council until fees are paid

**Rezoning Narrative
115 W Lincoln Highway**

Reason for Request

The current owner is under contract with DGO Nevada 06282023, LLC for purchase of the property and development as a Dollar General retail store. A change in current zoning is needed to allow a retail use on the property.

Consistency with Comprehensive Plan

The property is located on Lincoln Highway which is noted in the Comprehensive Plan as the preferred location for Commercial developments. Appropriate buffers will be maintained adjacent to R-3 zoning on the north side of the property.

Current Zoning

Urban Corridor Mixed Use on the southern half and R-3 Urban Family Residential on the northern half.

Proposed Zoning

General Commercial

Proposed Use

Retail -- Dollar General

Legal Description

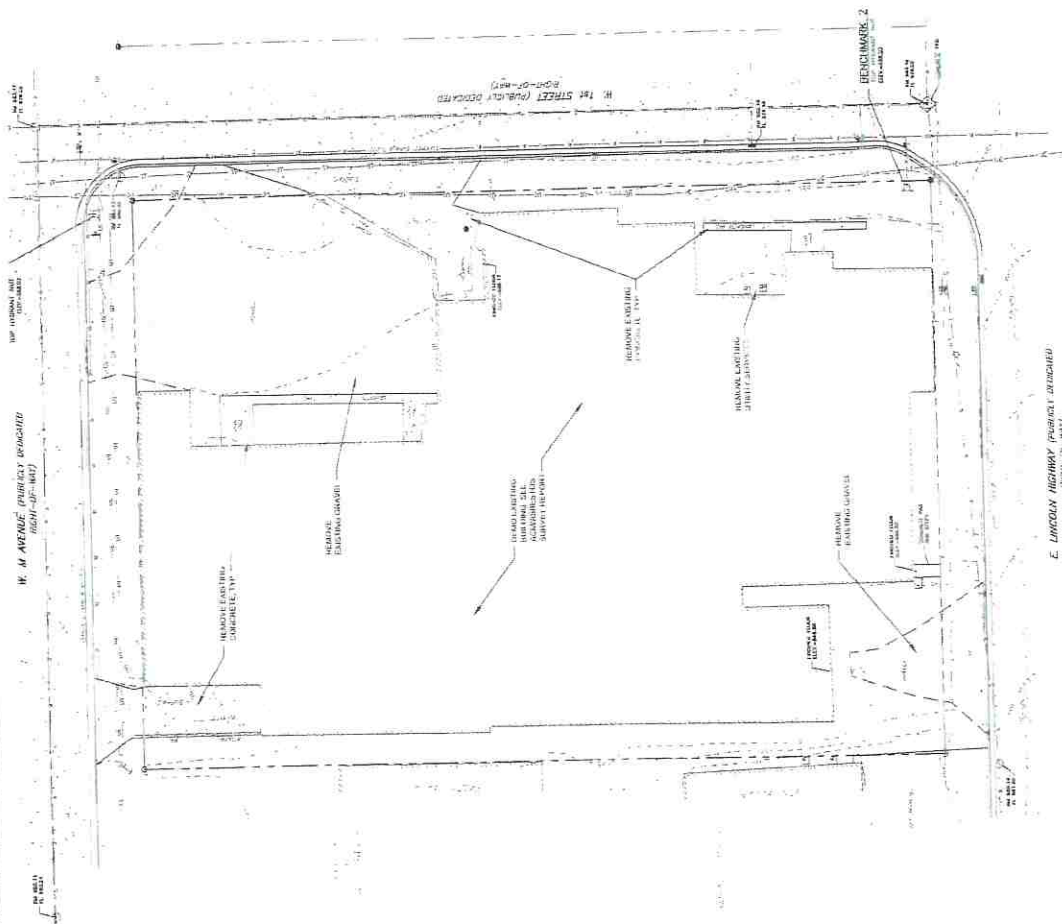
See attached ALTA survey.

Land Area

1.30 acres

LEGEND

- 3/8 inch x 3/8 inch steel survey pin
- 1/2 inch x 1/2 inch steel survey pin
- 1/4 inch x 1/4 inch steel survey pin
- 1/8 inch x 1/8 inch steel survey pin
- 1/16 inch x 1/16 inch steel survey pin
- 1/32 inch x 1/32 inch steel survey pin
- 1/64 inch x 1/64 inch steel survey pin
- 1/128 inch x 1/128 inch steel survey pin
- 1/256 inch x 1/256 inch steel survey pin
- 1/512 inch x 1/512 inch steel survey pin
- 1/1024 inch x 1/1024 inch steel survey pin
- 1/2048 inch x 1/2048 inch steel survey pin
- 1/4096 inch x 1/4096 inch steel survey pin
- 1/8192 inch x 1/8192 inch steel survey pin
- 1/16384 inch x 1/16384 inch steel survey pin
- 1/32768 inch x 1/32768 inch steel survey pin
- 1/65536 inch x 1/65536 inch steel survey pin
- 1/131072 inch x 1/131072 inch steel survey pin
- 1/262144 inch x 1/262144 inch steel survey pin
- 1/524288 inch x 1/524288 inch steel survey pin
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LEGEND

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BENCHMARK 1

BENCHMARK 1
Legal hybrid and localized narrative are adjacent to
the (re)birth of culture of subject property.

BENCHMARK 2

BENCHMARK 2

WELLS DRIVING SYSTEM

BASIS OF BEARING SYSTEM

FLOOD ZONE DESIGNATION

THE SUBMITTED PROPOSITION WILL BE GIVEN A FAVORABLE REPLY
UNLESS AS SHOWN ON FORM 1-60D REMISSIONS RATE IS 25%
COMMUNITY COUNCIL FOR VIOLENCE PREVENTION - JULY 19, 1987

LEGAL DESCRIPTION

Life Time (2), Four (4), Five (5), Six (6), American (12), Fairness (34), 9 Marti (15) and Stebbins (14) in the West plain counties in Nevada. Study taking locations: Nevada, 15000 ft. 115 West American Highway

BUILDING DEMOLITION NOTES
THIS CONTRACT IS SUBJECT TO ALL ORDINANCES,
LAWS, RULES, AND REGULATIONS OF THE
STATE OF IOWA, AND CITY OF INDIANAPOLIS
AND GEOTECHNICAL ENGINEERING DEPARTMENT SHALL BE RESPONSIBLE FOR INQUIRY AND
OBTAINING ACCESS TO THE SITE.

APPROACH TO JUNGLE DROPPING CONSTRUCTION FRAME
CONSTRUCTION OF THE HOUSES AND THE HOUSES ARE

SEE THE ENVIRONMENTAL SITE VISIT TUTION REPORT
 MAY 1997 BY NAVA CONSULTING GROUP

OF ALL ZOOLOGICAL CAPTIVITIES, MEN'S ARE SMALL BE BE PLACED RIGHT
TO CONSERVATION

IF AN ASSAULTED SURVIVOR HAS BEEN COMPENSATED FOR THIS TYPE OF ABUSE, THE FOLLOWING QUESTIONS ARE APPLICABLE. THE SURVIVOR'S QUESTIONS ARE RELEVANT AND MUST BE ANSWERED PRIOR TO THE PROCEEDINGS.

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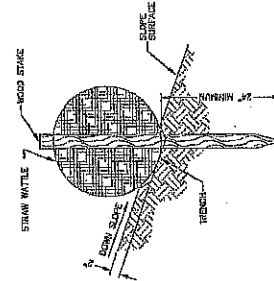
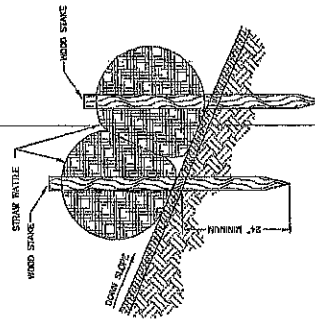
IOWA
ONE CALL
1-800-292-3989



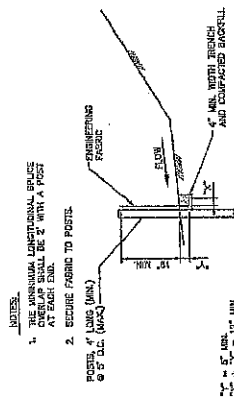
NO.	DATE	DESCRIPTION	BY



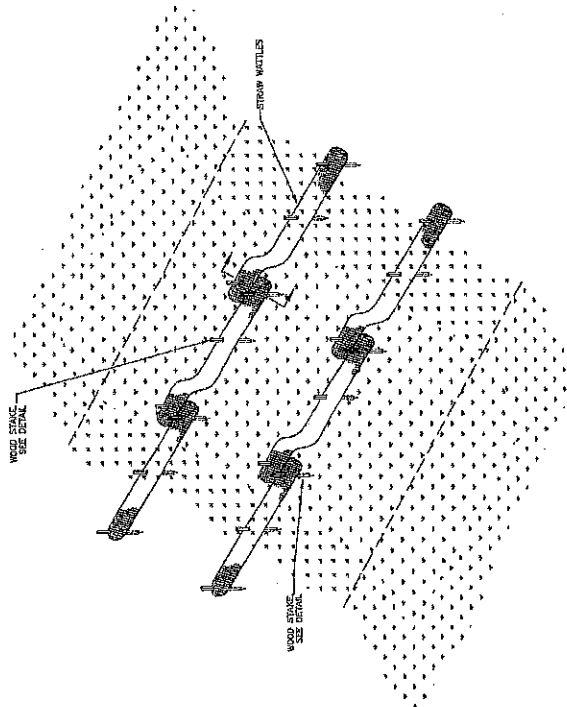
- SEEDING AND MULCHING SPECIFICATIONS**
- ALL DISTURBED AREAS MUST BE REVEGETATED BEFORE TEMPORARY SEDIMENT CONTROLS CAN BE REMOVED.
1. SEEDING SPECIFICATIONS
 - a. SEEDING SHALL BE DONE WITHIN 14 DAYS OF THE DATE OF THE DISTURBANCE.
 - b. SEEDING SHALL BE DONE AT A RATE OF 200 LBS PER ACRE.
 - c. SEED SHALL BE TYPE 1 AS SPECIFIED IN THE SOILS STANDARD SPECIFICATIONS.
 - d. SEED SHALL BE APPLIED AT A RATE OF 200 POUNDS PER ACRE.
 2. MULCHING
 - a. MULCHING SHALL BE APPLIED AT THE RATE OF 1.5 TONS PER ACRE.



BIO-ROLL/WATTLE DETAIL
NOT TO SCALE

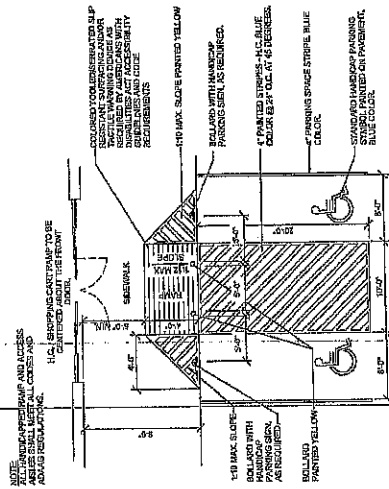


SILT FENCE DETAIL
NOT TO SCALE

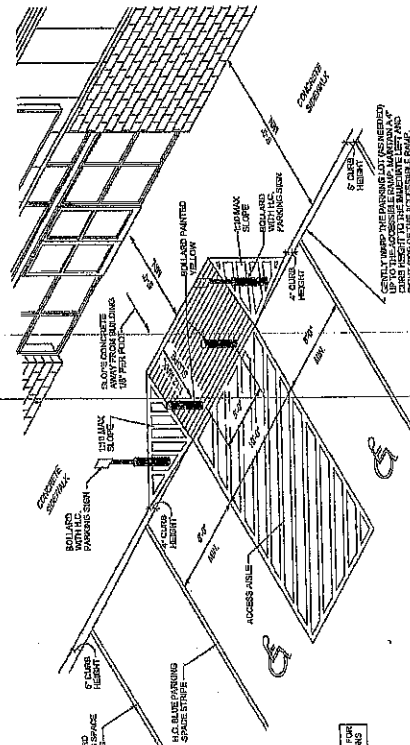






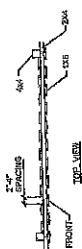


FRONT ENTRY PLAN
NOT TO SCALE

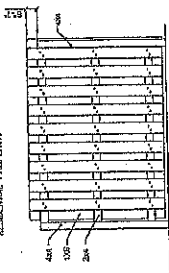


FRONT ENTRY ISOMETRIC

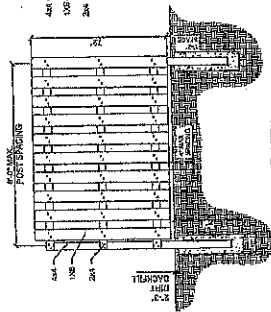
TREATED PINE (USE GUARANTEED NAILS FOR FASTENING)
 FENCES OF LAND ADJACENT TO THE
 FENCED PREMISES ARE HEREBY GRANTED FOR
 FENCED PREMISES OR ACTUALLY BEING USED FOR
 RESIDENTIAL PURPOSES (RESIDENTIAL PROPERTY),
 LESSOR SHALL CONSTITUTE
 A PRIVITY IN ACCORDANCE WITH TENANTS
 PROTOTYPE PLANS AND ANY APPLICABLE
 ORDINANCES ALONG ANY PORTION OF THE
 FENCED PREMISES BORDERING UPON SUCH
 RESIDENTIAL PROPERTY.



347

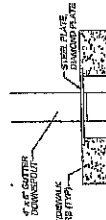


REAR VIEW

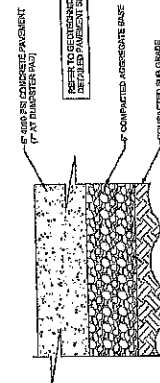


FRONT VIEW

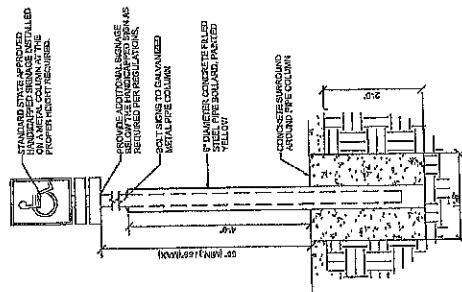
WOOD FENCE DETAIL



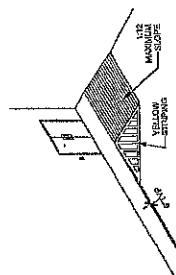
GUTTER DOWNSPOUT DETAIL



CONCRETE PAVEMENT SECTION



BOLLARD DETAIL

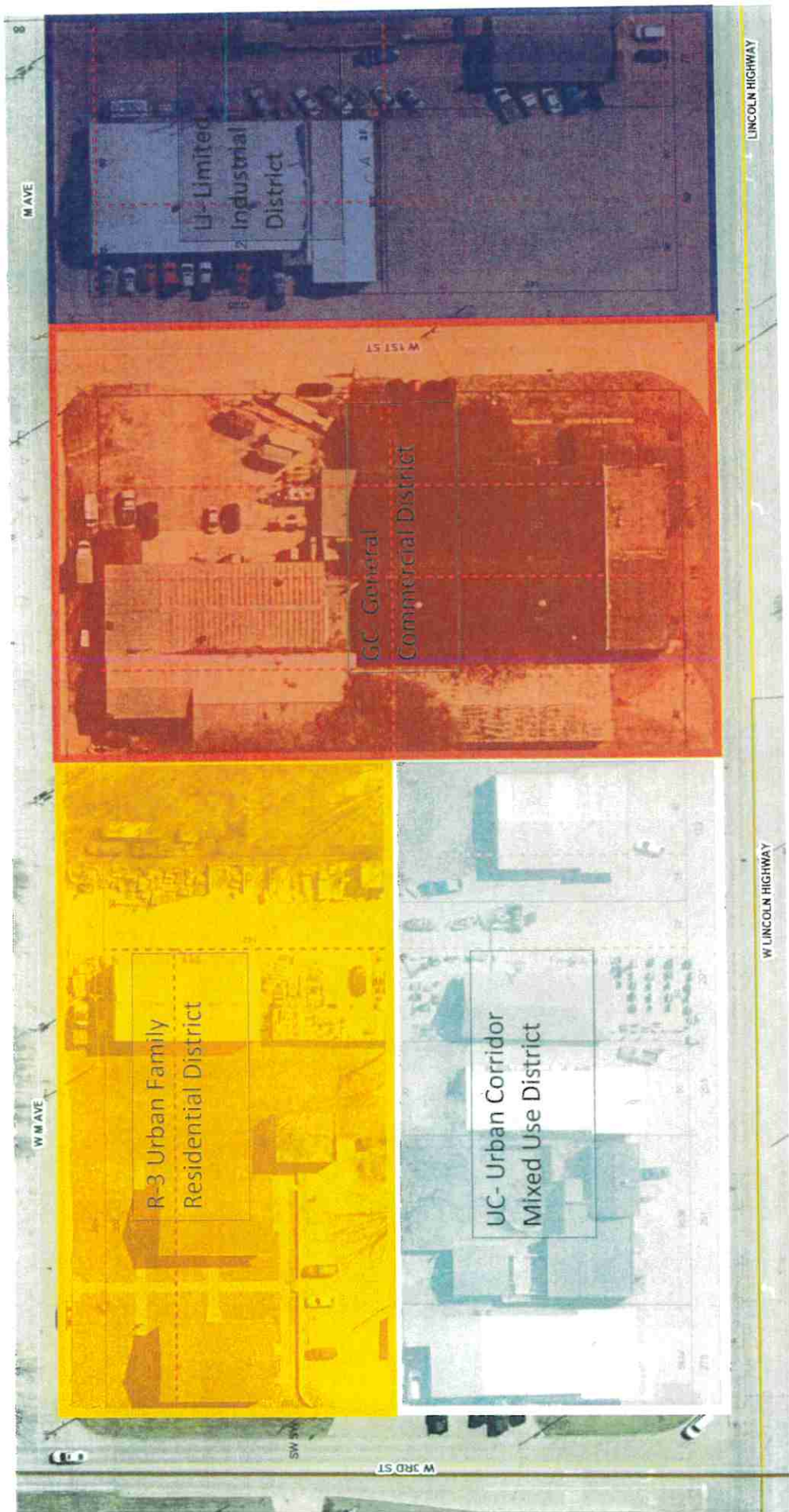


SIDE ENTRY DETAIL

STYLING NOTES
SURFACES SHOULD BE CLEAN, DRY AND METAL SURFACES FREE OF
OILY RESIDUE. COATS INTERWIN WILLIAMS - PEN 400 ACRYLIC
BY LOW CARBON

STRIPING: --
AND SURFACING
ALLOY ENAMEL SAFETY YELLOW 9653250
SURFACES SHOULD BE CLEAN, DRY, TOP COAT SHERMAN
ON ROAD TO BE PAINTED MARKINGS PAINT YELLOW T-15493

SURFACES SHOULD BE CLEAN, DRY, TOP COAT SHERWIN WILLIAMS - DECAWAR TRAFFIC MARKING PAINT "H.C." BLUE



Purposed Rezoning



Current Zoning

Item # 6A
Date: 1-22-23

Kerin Wright

From: Jeff Harris <jharris@rmharchitects.com>
Sent: Thursday, January 11, 2024 1:24 PM
To: Tim Hansen; Kerin Wright
Cc: John Williams (jwilliams@hpikeconst.com)
Subject: Fieldhouse Pay App #18
Attachments: Pay App 18 - Nevada Field House APPROVED.pdf

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

Tim and Kerin,

Attached is Payment Application #18 for the Fieldhouse from HPC. We have reviewed the application and the work in place and recommend payment.

HPC lien waiver for application #17 is attached at the end of the document.

Let me know if you have any questions.

Thanks,

Jeff Harris AIA

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



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

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF 9 PAGES

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

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

APPLICATION #: 18
PERIOD TO: 12/31/23
PROJECT NOS:
CONTRACT DATE: 04/01/22
Distribution to:
Owner
Const. Mgr
Architect
Contractor

CONTRACT FOR: General Contractor - Prime


CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM-----	\$	7,387,000.00
2. Net change by Change Orders-----	\$	142,566.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	7,529,566.00
4. TOTAL COMPLETED & STORED TO DATE-\$		7,278,249.00
(Column G on Continuation Sheet)		
5. RETAINAGE:		
a. 5.0% of Completed Work	\$	349,460.95
(Columns D+E on Continuation Sheet)		
b. 5.0% of Stored Material	\$	14,451.50
(Column F on Continuation Sheet)		
Total Retainage (Line 5a + 5b or		
Total in Column 1 of Continuation Sheet-----	\$	363,912.45
6. TOTAL EARNED LESS RETAINAGE-----	\$	6,914,336.55
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	6,763,397.70
(Line 6 from prior Certificate)-----	\$	150,938.85
8. CURRENT PAYMENT DUE-----	\$	
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	615,229.45
(Line 3 less Line 6)		

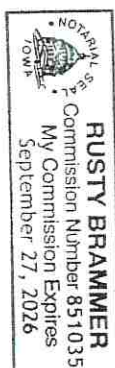
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$145,064.00	-\$2,498.00
Total approved this Month		
TOTALS	\$145,064.00	-\$2,498.00
NET CHANGES by Change Order		\$142,566.00

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

CONTRACTOR:
By: 
Date: January 3, 2024

State of: Iowa
County of: Story
Subscribed and sworn to before me this 3rd day of January, 2024

Notary Public:
My Commission expires: 09/27/26



CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ----- \$ 150,938.85
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: RMH Architects
By: 
Date: 1/11/24
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION
PROJECT:
NEVADA FIELD HOUSE 2022

Page 2 of 9 Pages
APPLICATION NUMBER: 18
APPLICATION DATE: 01/03/24
PERIOD TO: 31-Dec-23
OWNER'S PROJECT NO:

A	B	C	D	E	F	G	H	I		
Item No.	Description of Work	CAT	Scheduled Value	Work Completed		Materials Presently Stored (Not in D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage
				From Previous Application (D + E)	This Period					
1	001100 - BONDS AND INSURANCE	LM	\$ 90,800	\$ 90,800			\$ 90,800	100%	-	\$ 4,540
2	011000 - GENERAL REQUIREMENTS	LM	\$ 107,300	\$ 105,865	\$ 1,200		\$ 107,065	100%	\$ 235	\$ 5,353
3	015200 - CONSTRUCTION FACILITIES	L	\$ 144,800	\$ 140,000	\$ 4,000		\$ 144,000	99%	\$ 800	\$ 7,200
4	030516 - UNDERSLAB VAPOR BARRIER	L	\$ 3,700	\$ 3,700			\$ 3,700	100%	-	\$ 185
5	030516 - UNDERSLAB VAPOR BARRIER	M	\$ 12,300	\$ 12,300			\$ 12,300	100%	-	\$ 615
6	033000 - CAST-IN-PLACE - FOUNDATIONS	L	\$ 103,300	\$ 103,300			\$ 103,300	100%	-	\$ 5,165
7	033000 - CAST-IN-PLACE - FOUNDATIONS	M	\$ 139,800	\$ 139,800			\$ 139,800	100%	-	\$ 6,990
8	033000 - CAST-IN-PLACE - SLAB ON GRADE	L	\$ 64,700	\$ 64,700			\$ 64,700	100%	-	\$ 3,235
9	033000 - CAST-IN-PLACE - SLAB ON GRADE	M	\$ 229,100	\$ 229,100			\$ 229,100	100%	-	\$ 11,455
10	034113 - PRECAST CONCRETE HOLLOW CORE	L	\$ 65,100	\$ 65,100			\$ 65,100	100%	-	\$ 3,255
11	034113 - PRECAST CONCRETE HOLLOW CORE	M	\$ 99,500	\$ 99,500			\$ 99,500	100%	-	\$ 4,975
12	042000 - UNIT MASONRY	L	\$ 108,000	\$ 108,000			\$ 108,000	100%	-	\$ 5,400
13	042000 - UNIT MASONRY	M	\$ 28,700	\$ 28,700			\$ 28,700	100%	-	\$ 1,435
14	042613 - MASONRY VENEER	L	\$ 22,300	\$ 22,300			\$ 22,300	100%	-	\$ 1,115
15	042613 - MASONRY VENEER	M	\$ 9,700	\$ 9,700			\$ 9,700	100%	-	\$ 485
16	051200 - STRUCT STEEL, METAL FAB & STAIR	L	\$ 177,700	\$ 177,700			\$ 177,700	100%	-	\$ 8,885
17	051200 - STRUCT STEEL, METAL FAB & STAIR	M	\$ 351,100	\$ 351,100			\$ 351,100	100%	-	\$ 17,555
18	053100 - STEEL DECKING	L	\$ 13,500	\$ 13,500			\$ 13,500	100%	-	\$ 675
19	053100 - STEEL DECKING	M	\$ 50,500	\$ 50,500			\$ 50,500	100%	-	\$ 2,525
20	054000 - COLD-FORMED METAL FRAMING	L	\$ 101,700	\$ 101,700			\$ 101,700	100%	-	\$ 5,085
21	054000 - COLD-FORMED METAL FRAMING	M	\$ 80,000	\$ 80,000			\$ 80,000	100%	-	\$ 4,000
22	061000 - ROUGH CARPENTRY	L	\$ 9,600	\$ 9,600			\$ 9,600	100%	-	\$ 480
23	061000 - ROUGH CARPENTRY	M	\$ 8,200	\$ 8,200			\$ 8,200	100%	-	\$ 410
24	062000 - FINISH CARPENTRY	L	\$ 18,900	\$ 18,900			\$ 18,900	100%	-	\$ 945
25	062000 - FINISH CARPENTRY	M	\$ 6,400	\$ 6,400			\$ 6,400	100%	-	\$ 320
SUBTOTALS PAGE 2			\$ 2,046,700	\$ 2,040,465	\$ 5,200	-	\$ 2,045,665	100%	\$ 1,035	\$ 102,283

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:
NEVADA FIELD HOUSE 2022

Page 3 of 9 Pages
APPLICATION NUMBER: 18
APPLICATION DATE: 01/03/24
PERIOD TO: 31-Dec-23
ARCHITECTS PROJECT NO:

A Item No.	B Description of Work	CAT	C Scheduled Value	D		E		F Materials Presently Stored (Not in D or E)	G		H		I Retainage
				Work Completed From Previous Application (D + E)	This Period	Total Completed And Stored To Date (D + E + F)	% (G/C)		Balance To Finish (C - G)				
26	064100 - ARCHITECTURAL WOOD CASEWORK	L	\$ 9,500	\$ 9,500				\$ 9,500	100%	\$ -	\$ 475		
27	064100 - ARCHITECTURAL WOOD CASEWORK	M	\$ 29,300	\$ 29,300				\$ 29,300	100%	\$ -	\$ 1,465		
28	072100 - THERMAL INSULATION	L	\$ 3,700	\$ 3,700				\$ 3,700	100%	\$ -	\$ 185		
29	072100 - THERMAL INSULATION	M	\$ 2,000	\$ 2,000				\$ 2,000	100%	\$ -	\$ 100		
30	072119 - FOAMED-IN-PLACE INSULATION	LM	\$ 6,200	\$ 6,200				\$ 6,200	100%	\$ -	\$ 310		
31	074213 - METAL WALL PANELS	L	\$ 228,400	\$ 228,400				\$ 228,400	100%	\$ -	\$ 11,420		
32	074213 - METAL WALL PANELS	M	\$ 395,100	\$ 395,100				\$ 395,100	100%	\$ -	\$ 19,755		
33	075323 - EPDM THERMOSET SINGLE-PLY ROOF	L	\$ 3,100	\$ 3,100				\$ 3,100	100%	\$ -	\$ 155		
34	075323 - EPDM THERMOSET SINGLE-PLY ROOF	M	\$ 2,500	\$ 2,500				\$ 2,500	100%	\$ -	\$ 125		
35	076200 - SHEET METAL FLASHING AND TRIM	L	\$ 8,200	\$ 8,200				\$ 8,200	100%	\$ -	\$ 410		
36	076200 - SHEET METAL FLASHING AND TRIM	M	\$ 10,000	\$ 10,000				\$ 10,000	100%	\$ -	\$ 500		
37	079200 - JOINT SEALANTS	L	\$ 5,100	\$ 2,000	\$ 3,100			\$ 5,100	100%	\$ -	\$ 255		
38	079200 - JOINT SEALANTS	M	\$ 3,300	\$ 2,000	\$ 1,300			\$ 3,300	100%	\$ -	\$ 165		
39	079513 - EXPANSION JOINT COVER	L	\$ 600					\$ -		\$ 600	\$ -		
40	079513 - EXPANSION JOINT COVER	M	\$ 2,000					\$ -		\$ 2,000	\$ -		
41	081113 - HOLLOW METAL DOORS AND FRAMES	L	\$ 5,700	\$ 5,700				\$ 5,700	100%	\$ -	\$ 285		
42	081113 - HOLLOW METAL DOORS AND FRAMES	M	\$ 25,200	\$ 25,200				\$ 25,200	100%	\$ -	\$ 1,260		
43	081416 - FLUSH WOOD DOORS	L	\$ 300	\$ 300				\$ 300	100%	\$ -	\$ 15		
44	081416 - FLUSH WOOD DOORS	M	\$ 3,500	\$ 3,500				\$ 3,500	100%	\$ -	\$ 175		
45	083323 - OVERHEAD COILING DOORS & GRILLE	L	\$ 2,400	\$ 2,400				\$ 2,400	100%	\$ -	\$ 120		
46	083323 - OVERHEAD COILING DOORS & GRILLE	M	\$ 22,100	\$ 22,100				\$ 22,100	100%	\$ -	\$ 1,105		
47	084313 - ALUMINUM STOREFRONTS & ENTRANCE	L	\$ 63,000	\$ 63,000				\$ 63,000	100%	\$ -	\$ 3,150		
48	084313 - ALUMINUM STOREFRONTS & ENTRANCE	M	\$ 48,600	\$ 48,600				\$ 48,600	100%	\$ -	\$ 2,430		
49	087100 - DOOR HARDWARE	L	\$ 12,300	\$ 12,300				\$ 12,300	100%	\$ -	\$ 615		
50	087100 - DOOR HARDWARE	M	\$ 8,100	\$ 8,100				\$ 8,100	100%	\$ -	\$ 405		
SUBTOTALS PAGE 3			\$ 2,946,900	\$ 2,933,665	\$ 9,600	\$ -	\$ 2,943,265	100%	\$ 3,635	\$ 147,163			

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:

NEVADA FIELD HOUSE 2022

Page 4 of 9 Pages
APPLICATION NUMBER: 18
APPLICATION DATE: 01/03/24
PERIOD TO: 31-Dec-23
ARCHITECT'S PROJECT NO:

A	B	CAT	C	D		E	F	G		H	I
Item No.	Description of Work		Scheduled Value	Work Completed		This Period	Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage
				From Previous Application (D + E)							
51	088000 - GLAZING	L	\$ 10,400	\$ 10,400				\$ 10,400	100%	\$ -	\$ 520
52	088000 - GLAZING	M	\$ 35,100	\$ 35,100				\$ 35,100	100%	\$ -	\$ 1,755
53	092116 - GYPSUM BOARD ASSEMBLIES	L	\$ 62,400	\$ 62,400				\$ 62,400	100%	\$ -	\$ 3,120
54	092116 - GYPSUM BOARD ASSEMBLIES	M	\$ 40,000	\$ 40,000				\$ 40,000	100%	\$ -	\$ 2,000
55	095100 - ACOUSTICAL CEILINGS	L	\$ 1,900	\$ 890	\$ 1,010			\$ 1,900	100%	\$ -	\$ 95
56	095100 - ACOUSTICAL CEILINGS	M	\$ 1,500	\$ 700	\$ 800			\$ 1,500	100%	\$ -	\$ 75
57	096253 - SYNTHETIC TURF FLOORING	L	\$ 36,200					\$ -		\$ 36,200	\$ -
58	096253 - SYNTHETIC TURF FLOORING	M	\$ 109,800					\$ -		\$ 109,800	\$ -
59	096500 - RESILIENT FLOORING	L	\$ 4,400		\$ 4,400			\$ 4,400	100%	\$ -	\$ 220
60	096500 - RESILIENT FLOORING	M	\$ 5,400		\$ 5,400			\$ 5,400	100%	\$ -	\$ 270
61	096566 - RESILIENT ATHLETIC FLOORING	L	\$ 124,100		\$ 37,300			\$ 37,300	30%	\$ 86,800	\$ 1,865
62	096566 - RESILIENT ATHLETIC FLOORING	M	\$ 412,900		\$ 123,870	\$ 289,030		\$ 412,900	100%	\$ -	\$ 20,645
63	096813 - TILE CARPETING	L	\$ 2,800		\$ 2,800			\$ 2,800	100%	\$ -	\$ 140
64	096813 - TILE CARPETING	M	\$ 11,100		\$ 11,100			\$ 11,100	100%	\$ -	\$ 555
65	099113 - EXTERIOR PAINTING	L	\$ 600	\$ 600				\$ 600	100%	\$ -	\$ 30
66	099113 - EXTERIOR PAINTING	M	\$ 100	\$ 100				\$ 100	100%	\$ -	\$ 5
67	099123 - INTERIOR PAINTING	L	\$ 71,000	\$ 68,280	\$ 2,720			\$ 71,000	100%	\$ -	\$ 3,550
68	099123 - INTERIOR PAINTING	M	\$ 12,500	\$ 12,300	\$ 200			\$ 12,500	100%	\$ -	\$ 625
69	101400 - SIGNAGE	L	\$ 15,400	\$ 15,400				\$ 15,400	100%	\$ -	\$ 770
70	101400 - SIGNAGE	M	\$ 20,700	\$ 20,700				\$ 20,700	100%	\$ -	\$ 1,035
71	102113.17 - PHENOLIC TOILET COMPARTMENTS	L	\$ 17,400	\$ 17,400				\$ 17,400	100%	\$ -	\$ 870
72	102113.17 - PHENOLIC TOILET COMPARTMENTS	M	\$ 11,600	\$ 11,600				\$ 11,600	100%	\$ -	\$ 580
73	102600 - WALL AND DOOR PROTECTION	L	\$ 2,400	\$ 2,400				\$ 2,400	100%	\$ -	\$ 120
74	102600 - WALL AND DOOR PROTECTION	M	\$ 1,600	\$ 1,600				\$ 1,600	100%	\$ -	\$ 80
75	102800 - TOILET ACCESSORIES	L	\$ 3,300	\$ 3,300				\$ 3,300	100%	\$ -	\$ 165
SUBTOTALS PAGE 4			\$ 3,961,500	\$ 3,236,835	\$ 199,200	\$ 289,030	\$ 3,725,065	94%	\$ 236,435	\$ 186,253	

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:
NEVADA FIELD HOUSE 2022

Page 5 of 9 Pages
APPLICATION NUMBER: 18
APPLICATION DATE: 3-Jan-24
PERIOD TO: 31-Dec-23
ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	CAT	C Scheduled Value	D Work Completed		E This Period	F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
				From Previous Application (D + E)	Total Completed And Stored To Date (D + E + F)			% (G/C)			
76	102800 - TOILET ACCESSORIES	M	\$ 1,200	\$ 1,200				\$ 1,200	100%	\$ -	\$ 60
77	104400 - FIRE PROTECTION SPECIALTIES	L	\$ 700	\$ 700				\$ 700	100%	\$ -	\$ 35
78	104400 - FIRE PROTECTION SPECIALTIES	M	\$ 5,000	\$ 5,000				\$ 5,000	100%	\$ -	\$ 250
79	133419 - METAL BUILDING SYSTEMS	L	\$ 356,500	\$ 356,500				\$ 356,500	100%	\$ -	\$ 17,825
80	133419 - METAL BUILDING SYSTEMS	M	\$ 1,480,500	\$ 1,480,500				\$ 1,480,500	100%	\$ -	\$ 74,025
81	142400 - HYDRAULIC ELEVATORS	L	\$ 48,700	\$ 24,500	\$ 24,200			\$ 48,700	100%	\$ -	\$ 2,435
82	142400 - HYDRAULIC ELEVATORS	M	\$ 35,600	\$ 17,900	\$ 17,700			\$ 35,600	100%	\$ -	\$ 1,780
83	211300 - FIRE-SUPPRESSION SPRINKLER	L	\$ 98,600	\$ 96,000	\$ 2,600			\$ 98,600	100%	\$ -	\$ 4,930
84	211300 - FIRE-SUPPRESSION SPRINKLER	M	\$ 40,000	\$ 40,000				\$ 40,000	100%	\$ -	\$ 2,000
85	220500 - COMMON PLUMBING REQUIREMENTS	L	\$ 4,100	\$ 4,100				\$ 4,100	100%	\$ -	\$ 205
86	220500 - COMMON PLUMBING REQUIREMENTS	M	\$ 1,000	\$ 1,000				\$ 1,000	100%	\$ -	\$ 50
87	220553 - MECHANICAL IDENTIFICATION	L	\$ 1,000	\$ 1,000				\$ 1,000	100%	\$ -	\$ 50
88	220553 - MECHANICAL IDENTIFICATION	M	\$ 400	\$ 400				\$ 400	100%	\$ -	\$ 20
89	220719 - PLUMBING PIPING INSULATION	L	\$ 7,600	\$ 7,600				\$ 7,600	100%	\$ -	\$ 380
90	220719 - PLUMBING PIPING INSULATION	M	\$ 2,600	\$ 2,600				\$ 2,600	100%	\$ -	\$ 130
91	221005 - PLUMBING PIPING & PIPING	L	\$ 118,500	\$ 118,500				\$ 118,500	100%	\$ -	\$ 5,925
92	221005 - PLUMBING PIPING & PIPING	M	\$ 69,900	\$ 69,900				\$ 69,900	100%	\$ -	\$ 3,495
93	221006 - PLUMBING PIPING SPECIALTIES	L	\$ 4,500	\$ 4,500				\$ 4,500	100%	\$ -	\$ 225
94	221006 - PLUMBING PIPING SPECIALTIES	M	\$ 2,800	\$ 2,800				\$ 2,800	100%	\$ -	\$ 140
95	223000 - PLUMBING EQUIPMENT	L	\$ 1,400	\$ 1,400				\$ 1,400	100%	\$ -	\$ 70
96	223000 - PLUMBING EQUIPMENT	M	\$ 3,300	\$ 3,300				\$ 3,300	100%	\$ -	\$ 165
97	224000 - PLUMBING FIXTURES	L	\$ 3,200	\$ 3,200				\$ 3,200	100%	\$ -	\$ 160
98	224000 - PLUMBING FIXTURES	M	\$ 9,700	\$ 9,700				\$ 9,700	100%	\$ -	\$ 485
99	230500 - COMMON HVAC REQUIREMENTS	L	\$ 11,200	\$ 11,200				\$ 11,200	100%	\$ -	\$ 560
100	230500 - COMMON HVAC REQUIREMENTS	M	\$ 700	\$ 700				\$ 700	100%	\$ -	\$ 35
SUBTOTALS PAGE 5			\$ 6,270,200	\$ 5,501,035	\$ 243,700	\$ 289,030	\$ 6,033,765	96%	\$ 236,435	\$ 301,688	

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:
NEVADA FIELD HOUSE 2022

Page 6 of 9 Pages
APPLICATION NUMBER: 18
APPLICATION DATE: 3-Jan-24
PERIOD TO: 31-Dec-23
ARCHITECT'S PROJECT NO:

A	B	CAT	C	D		E	F	G		H	I
Item No.	Description of Work		Scheduled Value	Work Completed			Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage
				From Previous Application (D + E)	This Period						
101	230553 - IDENTIFICATION FOR HVAC PIPING	L	\$ 300	\$ 300				\$ 300	100%	\$ -	\$ 15
102	230553 - IDENTIFICATION FOR HVAC PIPING	M	\$ 200	\$ 200				\$ 200	100%	\$ -	\$ 10
103	230593 - TESTING, ADJUSTING, AND BALANCING	LM	\$ 7,300		\$ 7,300			\$ 7,300	100%	\$ -	\$ 365
104	230713 - DUCT AND PIPE INSULATION	L	\$ 23,100	\$ 23,100				\$ 23,100	100%	\$ -	\$ 1,155
105	230713 - DUCT AND PIPE INSULATION	M	\$ 12,400	\$ 12,400				\$ 12,400	100%	\$ -	\$ 620
106	230913 - CONTROL DEVICES FOR HVAC	L	\$ 2,900	\$ 2,900				\$ 2,900	100%	\$ -	\$ 145
107	230913 - CONTROL DEVICES FOR HVAC	M	\$ 900	\$ 900				\$ 900	100%	\$ -	\$ 45
108	233100 - HVAC DUCTS AND CASINGS	L	\$ 92,300	\$ 92,300				\$ 92,300	100%	\$ -	\$ 4,615
109	233100 - HVAC DUCTS AND CASINGS	M	\$ 44,300	\$ 44,300				\$ 44,300	100%	\$ -	\$ 2,215
110	233300 - AIR DUCT ACCESSORIES	L	\$ 2,500	\$ 2,500				\$ 2,500	100%	\$ -	\$ 125
111	233300 - AIR DUCT ACCESSORIES	M	\$ 6,100	\$ 6,100				\$ 6,100	100%	\$ -	\$ 305
112	233416 - CENTRIFUGAL HVAC FANS	L	\$ 6,600	\$ 6,600				\$ 6,600	100%	\$ -	\$ 330
113	233416 - CENTRIFUGAL HVAC FANS	M	\$ 700	\$ 700				\$ 700	100%	\$ -	\$ 35
114	233700 - AIR OUTLETS AND INLETS	L	\$ 8,100	\$ 7,000	\$ 1,100			\$ 8,100	100%	\$ -	\$ 405
115	233700 - AIR OUTLETS AND INLETS	M	\$ 3,300	\$ 2,500	\$ 800			\$ 3,300	100%	\$ -	\$ 165
116	237223 - AIR-TO-AIR ENERGY RECOVERY UNITS	L	\$ 600	\$ 600				\$ 600	100%	\$ -	\$ 30
117	237223 - AIR-TO-AIR ENERGY RECOVERY UNITS	M	\$ 4,900	\$ 4,900				\$ 4,900	100%	\$ -	\$ 245
118	237413 - ROOFTOP AIR-HANDLING UNITS	L	\$ 3,600	\$ 800	\$ 2,800			\$ 3,600	100%	\$ -	\$ 180
119	237413 - ROOFTOP AIR-HANDLING UNITS	M	\$ 158,000	\$ 158,000				\$ 158,000	100%	\$ -	\$ 7,900
120	238126.13 - SPLIT-SYSTEM AIR CONDITIONERS	L	\$ 4,800	\$ 4,800				\$ 4,800	100%	\$ -	\$ 240
121	238126.13 - SPLIT-SYSTEM AIR CONDITIONERS	M	\$ 18,300	\$ 18,300				\$ 18,300	100%	\$ -	\$ 915
122	260500 - BASIC ELECTRICAL REQUIREMENTS	L	\$ 11,200	\$ 11,200				\$ 11,200	100%	\$ -	\$ 560
123	260500 - BASIC ELECTRICAL REQUIREMENTS	M	\$ 6,400	\$ 6,400				\$ 6,400	100%	\$ -	\$ 320
124	260519 - LOW-VOLTAGE CONDUCTORS & CABLE	L	\$ 44,900	\$ 44,900				\$ 44,900	100%	\$ -	\$ 2,245
125	260519 - LOW-VOLTAGE CONDUCTORS & CABLE	M	\$ 33,800	\$ 33,800				\$ 33,800	100%	\$ -	\$ 1,690
SUBTOTALS PAGE 6			\$ 6,767,700	\$ 5,986,535	\$ 255,700	\$ 289,030	\$ 6,531,265	97%	\$ 236,435	\$ 326,563	

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:
NEVADA FIELD HOUSE 2022

Page 7 of 9 Pages
APPLICATION NUMBER: 18
APPLICATION DATE: 3-Jan-24
PERIOD TO: 31-Dec-23
ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	CAT	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage	
				From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)			
126	260526 - GROUNDING AND BONDING	L	\$ 2,000	\$ 2,000			\$ 2,000	100%	\$ -	\$ 100	
127	260526 - GROUNDING AND BONDING	M	\$ 700	\$ 700			\$ 700	100%	\$ -	\$ 35	
128	260529 - HANGERS AND SUPPORTS FOR ELECTRICAL	L	\$ 5,000	\$ 5,000			\$ 5,000	100%	\$ -	\$ 250	
129	260529 - HANGERS AND SUPPORTS FOR ELECTRICAL	M	\$ 1,000	\$ 1,000			\$ 1,000	100%	\$ -	\$ 50	
130	260533.13 - CONDUIT FOR ELECTRICAL SYSTEM	L	\$ 74,900	\$ 74,900			\$ 74,900	100%	\$ -	\$ 3,745	
131	260533.13 - CONDUIT FOR ELECTRICAL SYSTEM	M	\$ 21,500	\$ 21,500			\$ 21,500	100%	\$ -	\$ 1,075	
132	260533.16 - BOXES FOR ELECTRICAL	L	\$ 2,700	\$ 2,700			\$ 2,700	100%	\$ -	\$ 135	
133	260533.16 - BOXES FOR ELECTRICAL	M	\$ 1,000	\$ 1,000			\$ 1,000	100%	\$ -	\$ 50	
134	260553 - IDENTIFICATION FOR ELECTRICAL	L	\$ 3,000	\$ 3,000			\$ 3,000	100%	\$ -	\$ 150	
135	260553 - IDENTIFICATION FOR ELECTRICAL	M	\$ 700	\$ 700			\$ 700	100%	\$ -	\$ 35	
136	260583 - WIRING CONNECTIONS	L	\$ 6,000	\$ 5,500	\$ 500		\$ 6,000	100%	\$ -	\$ 300	
137	260583 - WIRING CONNECTIONS	M	\$ 700	\$ 700			\$ 700	100%	\$ -	\$ 35	
138	260923 - LIGHTING CONTROL DEVICES	L	\$ 4,000	\$ 4,000			\$ 4,000	100%	\$ -	\$ 200	
139	260923 - LIGHTING CONTROL DEVICES	M	\$ 8,600	\$ 8,600			\$ 8,600	100%	\$ -	\$ 430	
140	262100 - LOW-VOLTAGE ELECTRICAL SERVICE	LM	\$ 1,000	\$ 1,000			\$ 1,000	100%	\$ -	\$ 50	
141	262416 - PANELBOARDS	L	\$ 4,500	\$ 4,500			\$ 4,500	100%	\$ -	\$ 225	
142	262416 - PANELBOARDS	M	\$ 31,100	\$ 31,100			\$ 31,100	100%	\$ -	\$ 1,555	
143	262701 - ELECTRICAL UTILITY SERVICES	L	\$ 1,500	\$ 1,500			\$ 1,500	100%	\$ -	\$ 75	
144	262701 - ELECTRICAL UTILITY SERVICES	M	\$ 2,500	\$ 2,500			\$ 2,500	100%	\$ -	\$ 125	
145	262726 - WIRING DEVICES	L	\$ 15,200	\$ 15,200			\$ 15,200	100%	\$ -	\$ 760	
146	262726 - WIRING DEVICES	M	\$ 2,400	\$ 2,400			\$ 2,400	100%	\$ -	\$ 120	
147	262816.13 - ENCLOSED CIRCUIT BREAKERS	LM	\$ 700	\$ 700			\$ 700	100%	\$ -	\$ 35	
148	262816.16 - ENCLOSED SWITCHES	LM	\$ 1,000	\$ 1,000			\$ 1,000	100%	\$ -	\$ 50	
149	265100 - INTERIOR LIGHTING	L	\$ 37,400	\$ 35,400	\$ 2,000		\$ 37,400	100%	\$ -	\$ 1,870	
150	265100 - INTERIOR LIGHTING	M	\$ 74,800	\$ 73,304	\$ 1,496		\$ 74,800	100%	\$ -	\$ 3,740	
SUBTOTALS PAGE 7				\$ 7,071,600	\$ 6,286,439	\$ 259,696	\$ 289,030	\$ 6,835,165	97%	\$ 236,435	\$ 341,758

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:

NEVADA FIELD HOUSE 2022

Page 8 of 9 Pages

APPLICATION NUMBER: 18
APPLICATION DATE: 3-Jan-24
PERIOD TO: 31-Dec-23
ARCHITECT'S PROJECT NO:

A	B		C	D		E	F		G		H	I
Item No.	Description of Work	CAT	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage		
				From Previous Application (D + E)	This Period							
151	265600 - EXTERIOR LIGHTING	L	\$ 2,500	\$ 2,500			\$ 2,500	100%	\$ -	\$ 125		
152	265600 - EXTERIOR LIGHTING	M	\$ 6,200	\$ 6,200			\$ 6,200	100%	\$ -	\$ 310		
153	271000 - STRUCTURED CABLING	LM	\$ 11,200	\$ 11,200			\$ 11,200	100%	\$ -	\$ 560		
154	283100 - FIRE ALARM SYSTEM	L	\$ 7,200	\$ 6,650	\$ 550		\$ 7,200	100%	\$ -	\$ 360		
155	283100 - FIRE ALARM SYSTEM	M	\$ 8,300	\$ 8,300			\$ 8,300	100%	\$ -	\$ 415		
156	311000 - SITE CLEARING	LM	\$ 10,700	\$ 10,700			\$ 10,700	100%	\$ -	\$ 535		
157	312200 - GRADING	LM	\$ 55,900	\$ 55,900			\$ 55,900	100%	\$ -	\$ 2,795		
158	312316 - EXCAVATION	LM	\$ 12,900	\$ 12,900			\$ 12,900	100%	\$ -	\$ 645		
159	312323 - FILL	LM	\$ 92,300	\$ 92,300			\$ 92,300	100%	\$ -	\$ 4,615		
160	321313 - CONCRETE PAVING	L	\$ 15,800	\$ 3,600	\$ 12,200		\$ 15,800	100%	\$ -	\$ 790		
161	321313 - CONCRETE PAVING	M	\$ 29,500	\$ 6,775	\$ 22,725		\$ 29,500	100%	\$ -	\$ 1,475		
162	321723.13 - PAINTED PAVEMENT MARKINGS	LM	\$ 600				\$ -		\$ 600	\$ -		
163	331000 - WATER LINE SERVICE	L	\$ 16,800	\$ 16,800			\$ 16,800	100%	\$ -	\$ 840		
164	331000 - WATER LINE SERVICE	M	\$ 4,500	\$ 4,500			\$ 4,500	100%	\$ -	\$ 225		
165	333100 - SANITARY SEWER SERVICE	L	\$ 4,700	\$ 4,700			\$ 4,700	100%	\$ -	\$ 235		
166	333100 - SANITARY SEWER SERVICE	M	\$ 1,300	\$ 1,300			\$ 1,300	100%	\$ -	\$ 65		
167	334100 - STORM SEWER	L	\$ 20,000	\$ 20,000			\$ 20,000	100%	\$ -	\$ 1,000		
168	334100 - STORM SEWER	M	\$ 15,000	\$ 15,000			\$ 15,000	100%	\$ -	\$ 750		
169												
170	CHANGES											
171	CR 1 - Add Sponsor Logos to 3rd Court & Track		\$ 14,282				\$ -		\$ 14,282	\$ -		
172	CR 2 - Change HM Frames to 4" Heads @ Masonry		\$ 530	\$ 530			\$ 530	100%	\$ -	\$ 27		
173	CR 3 - Structural Steel Changes		\$ 1,360	\$ 1,360			\$ 1,360	100%	\$ -	\$ 68		
174	CR 4 - Miscellaneous Concrete Changes		\$ 2,388	\$ 2,388			\$ 2,388	100%	\$ -	\$ 119		
175	CR 5 - Revise Return Air Louver Size		\$ 488	\$ 488			\$ 488	100%	\$ -	\$ 24		
	SUBTOTALS PAGE 8		\$ 7,406,048	\$ 6,570,530	\$ 295,171	\$ 289,030	\$ 7,154,731	97%	\$ 251,317	\$ 357,737		

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:

NEVADA FIELD HOUSE 2022

Page 9 of 9 Pages

APPLICATION NUMBER: 18

APPLICATION DATE: 3-Jan-24

PERIOD TO: 31-Dec-23

ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G	H	I		
Item No.	Description of Work	CAT	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage
				From Previous Application (D + E)	This Period					
176	CR 6 - Revise Spiral Duct to Clear PEMB Frame		\$ 984	\$ 984			\$ 984	100%	\$ -	\$ 49
177	CR 7 - Reinforce Concrete Tie Beams @ FS Bays		\$ 40,008	\$ 40,008			\$ 40,008	100%	\$ -	\$ 2,000
178	CR 8 - Delete FRP @ Masonry Walls		\$ (212)	\$ (212)			\$ (212)	100%	\$ -	\$ (11)
179	CR 9 - Changes to HVAC Grilles @ Restrooms		\$ 158	\$ 158			\$ 158	100%	\$ -	\$ 8
180	CR 10 - Add Structural Bracing @ Partial Ht Walls		\$ 5,766	\$ 5,766			\$ 5,766	100%	\$ -	\$ 288
181	CR 11 - Add Additional Beams for BB Hoop Supports		\$ 20,724	\$ 20,724			\$ 20,724	100%	\$ -	\$ 1,036
182	CR 12 - Add Galvanized Support Angle @ IMP Base		\$ 4,084	\$ 4,084			\$ 4,084	100%	\$ -	\$ 204
183	CR 13 - Omit Spiral Duct Insulation		\$ (1,050)	\$ (1,050)			\$ (1,050)	100%	\$ -	\$ (53)
184	CR 14 - Delete Reception Counter Ped Drawers		\$ (1,236)	\$ (1,236)			\$ (1,236)	100%	\$ -	\$ (62)
185	CR 15 - Repair Grounding Wire		\$ 592	\$ 592			\$ 592	100%	\$ -	\$ 30
186	CR 16 - Add Concrete Sidewalk to Pond		\$ 3,968	\$ 3,968			\$ 3,968	100%	\$ -	\$ 198
187	CR 17 - Add Plywood & Ins to Ext Mech Room		\$ 2,866	\$ 2,866			\$ 2,866	100%	\$ -	\$ 143
188	CR 18 - Add Steel Stud Framing at Ele Lid Shaft		\$ 2,984	\$ 2,984			\$ 2,984	100%	\$ -	\$ 149
189	CR 19 - Add Downspout Extensions		\$ 3,862	\$ 3,862			\$ 3,862	100%	\$ -	\$ 193
190	CR 20 - Add Sheet Metal Closure at Track		\$ 2,366	\$ 2,366			\$ 2,366	100%	\$ -	\$ 118
191	CR 21 - Addl Framing at Exterior HVAC Opening		\$ 2,268	\$ 2,268			\$ 2,268	100%	\$ -	\$ 113
192	CR 22 - Add Blocking at base of wall padding		\$ 2,802	\$ 2,802			\$ 2,802	100%	\$ -	\$ 140
193	CR 23 - Add Plywood at E & S Gym walls		\$ 10,568	\$ 10,568			\$ 10,568	100%	\$ -	\$ 528
194	CR 24 - Add Plywood at N & W Gym walls		\$ 7,984	\$ 7,984			\$ 7,984	100%	\$ -	\$ 399
195	CR 25 - Wireless Comm Infrastructure		\$ 12,202	\$ 12,202			\$ 12,202	100%	\$ -	\$ 610
196	CR 26 - Add Four Exterior Outlets		\$ 1,002	\$ 1,002			\$ 1,002	100%	\$ -	\$ 50
197	CR 27 - Add Outlet for 2nd flr Water Cooler		\$ 828	\$ 828			\$ 828	100%	\$ -	\$ 41
198										
199										
200										
SUBTOTALS PAGE 8			\$ 7,529,566	\$ 6,694,048	\$ 295,171	\$ 289,030	\$ 7,278,249	97%	\$ 251,317	\$ 363,912

Tabulation of Stored Materials

Contractor: HPC, L.L.C.
 Application Date: 1/03/2024

Invoice No. (Materials Added)	Description of Material	(1) Materials Stored in Last Application		*(2) Material Added Since Last Application		(3) Materials Used Since Last Application		(4) Materials Stored in This Application	
		On-Site	Off-Site	On-Site	Off-Site	On-Site	Off-Site	On-Site	Off-Site
Hanks - 069761	Base Cove	\$0.00	\$2,653.20				\$2,653.20	\$0.00	\$0.00
Shaw -4370238	Walk off Carpet	\$0.00	\$1,080.02				\$1,080.02	\$0.00	\$0.00
Hill & Williams - 96387	Eng Floor and Mohawk	\$0.00	\$617.27				\$617.27	\$0.00	\$0.00
Hill & Williams - 96139	Eng Floor and Mohawk	\$0.00	\$259.01				\$259.01	\$0.00	\$0.00
Engineer Floors - 6 9956610	Kentex	\$0.00	\$7,809.00				\$7,809.00	\$0.00	\$0.00
Kiefer Flooring - 91323	Athletic Flooring	\$412,900.00	\$0.00			\$123,870.00		\$289,030.00	\$0.00
		\$0.00	\$0.00						
		\$0.00	\$0.00						
		\$0.00	\$0.00						
TOTAL		\$412,900.00	\$12,418.50	\$0.00	\$0.00	\$123,870.00	\$12,418.50	\$289,030.00	\$0.00

\$289,030.00

PARTIAL WAIVER OF LIEN

State of Iowa
County of Story
January 3, 2024

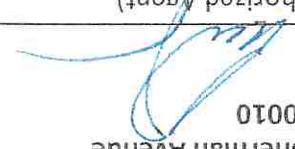
I/We the undersigned have been employed by the City of Nevada, Iowa to furnish labor and/or materials for the construction, repair or reconstruction of the building, or improvements to the building known as **Nevada Field House 2022** in the City/Town of Nevada, Iowa, and County of Story.

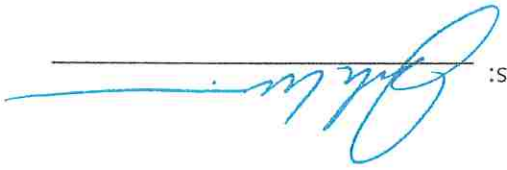
I/We the undersigned, for and in consideration of \$257,202.05 the receipt whereof is hereby acknowledged, hereby waive, relinquish and release any and all claims, causes of action, suits, damages, judgments, claims and demands of any kind, character, and description, whether known or unknown, against the Owner arising from, pertaining to, or arising out of the furnishing of the foregoing described materials, and/or labor at the above mentioned building, and the above-mentioned premises as of *November 30, 2023*.

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

Dated the 3rd day of January 2024

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

By: 
(Authorized Agent)

Witness: 

RESOLUTION NO. 043 (2023/2024)

**RESOLUTION CERTIFYING THE POPULATION OF THE ANNEXATION AREA
ASSOCIATED WITH RESOLUTION 017 (2023/2024) (VERBIO NEVADA LLC)
TO THE STATE OF IOWA**

WHEREAS, according to the Census 2020 data provided by the U.S. Census Bureau, the City of Nevada, Iowa has attained a population of 6925; and

WHEREAS, on November 13, 2023, the City Council of Nevada approved Resolution No. 021 (2023/2024), which included annexation of approximately 73.57 acres of land owned by Verbio Nevada, LLC and 2.89 acres of existing public right of way, legally described as follows: and

The North Half of the Northwest Quarter of Section Ten, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa, except Parcel A in the Northeast Quarter of said Northwest Quarter, as shown on the Plat of Survey filed in Book 10, Page 12, and except Parcel B in the Northwest Quarter of said Northwest Quarter, as shown on the Plat of Survey filed at Inst. No. 95-11615, and in Book 13, Page 173. Said property contains 73.57 acres, which includes 2.89 acres of existing public right of way.

WHEREAS, the annexation area is currently used for agricultural use; and

WHEREAS, due to its current use, the population of the annexed area is zero (0); and

WHEREAS, the City of Nevada certifies the population of the last known data from the Census of 2020.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Nevada, Iowa that the certification of population of the Verbio Nevada, LLC 100% Voluntary Annexation to the State Treasurer, is hereby approved as presented.

PASSED AND APPROVED this 22nd day of January, 2024.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

IOWA ECONOMIC DEVELOPMENT AUTHORITY

1953 Bell Avenue, Suite 200 | Des Moines, Iowa 50315 USA | Phone: 515.348.6200
iowaeda.com



January 11, 2024

Ms. Kerin Wright
Nevada City Clerk
1209 6th Street, PO Box 530
Nevada, IA 50201

RE: UA24-06, Nevada Voluntary Annexation

Dear Ms. Wright:

Pursuant to Sections 368.7 and 368.20 Iowa Code, the City Development Board is required to file with the Clerk of each city involved in a boundary adjustment, copies of the proceedings.

Please find enclosed the Findings of Fact and Conclusions of Law and The Final Order filed by the City Development Board approving the voluntary annexation petition submitted by the City of Nevada. If no appeal is filed within 30 days of the date of this Order, the City Development Board will file a copy of these proceedings with the Iowa Secretary of State and record with the Story County Recorder to complete this annexation. All recording and filing fees will be charged to the City of Nevada.

Please note: Iowa Code Section 476.26 provides: "The inclusion by incorporation, consolidation, or annexation of any facilities or service area of an electric utility within the boundaries of any city shall not by such inclusion impair or affect in any respect the rights of the electric utility to continue to provide electric utility service and to extend service to prospective customers in accordance with the provisions of this division."

Also, pursuant to Section 312.3(4) Iowa Code, the Mayor and Council are required to certify to the State Treasurer the actual population of the annexed area as determined by the last federal census of that area. The certification should be sent to: Treasurer of the State of Iowa, c/o RUT Accounting, 1st Floor Lucas State Office Building, 321 E. 12th Street, Des Moines, IA 50319.

The annexation is completed when copies of these proceedings have been filed with the Story County Recorder and Iowa Secretary of State by the City Development Board. If there are any questions, please call me at (515) 348-6196.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Rasmussen".

Matt Rasmussen
City Development Board Administrator

MR:blh

cc: Nevada City Attorney

CITY DEVELOPMENT BOARD
STATE OF IOWA

IN THE MATTER OF THE CITY OF NEVADA)	NO. UA24-06 / NEVADA
VOLUNTARY ANNEXATION WITHIN THE)	
URBANIZED AREA OF THE CITY OF AMES)	FILING OF WRITTEN DECISION

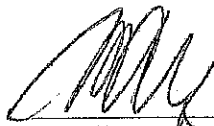
TO: Cities of Nevada and Ames, Story County Board of Supervisors, Story County Attorney, Des Moines Area Metropolitan Planning Organization, Iowa Attorney General, Iowa Department of Transportation, affected Public Utilities and Parties of Record

You and each of you are hereby notified that the City Development Board has approved the annexation of territory to the City of Nevada under City Development Board Case File No. UA24-06.

Please find enclosed the Findings of Fact, Conclusions of Law, Determination, and Final Order by the City Development Board approving the annexation. An appeal of the Board's decision may be filed within 30 days of the date of the enclosed Order.

If no appeal is filed within 30 days of the date of this Order, the City Development Board will file with the Iowa Secretary of State and record with the Story County Recorder to complete this annexation.

CITY DEVELOPMENT BOARD



Matt Rasmussen, Administrator
City Development Board

PROOF OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing instrument was served upon:

Iowa Dist. Trans. Planner
1020 S. Fourth Street
Ames, IA 50010

Mr. Timothy Meals
Story Co. Attorney
1315 South B Ave., Story Co. Courthouse
Nevada, IA 50201

Story Co. Bd. of Supervisors
900 Sixth Street, Administration Bldg.
Nevada, IA 50201

Mr. Dylan Mullenix
DMAMPO/CIRTPA
420 Watson Powell Jr. Parkway, Suite 200
Des Moines, IA 50309

Ms. Renee Hall
City of Ames
P.O. Box 811, 515 Clark Avenue
Ames, IA 50010-0811

Mr. Erin Clanton
Nevada City Attorney
PO Box 530, 1209 6th Street
Nevada, IA 50201-0530

Ms. Kerin Wright
Nevada City Clerk/Treasurer
PO Box 530, 1209 6th Street
Nevada, IA 50201-0530

Verbio Nevada LLC
59219 Lincoln Highway
Nevada, IA 50201

Story County Planning & Development
Admin. Bldg., 900 6th St.
Nevada, IA 50201

Story County Engineer
837 N Avenue
Nevada, IA 50201

Chicago Northwestern c/o Union Pacific Prop
Tx Dpt
1700 Farnam St., 10th Fl. South
Omaha, NE 68102

Iowa Dept. of Transportation
800 Lincolnway
Ames, IA 50010

Mr. Chris Hasselt
MediaCom
225 South Dayton
Ames, IA 50010

Alliant
1284 XE Place
Ames, IA 50014

Mr. Roger Reker
Iowa Telecom
135 South 11th St.
Nevada, IA 50201

Consumers Energy
2075 Marshalltown Blvd., PO Box 1058
Marshalltown, IA 50158

McLeod USA Technology Park
PO Box 3177
Cedar Rapids, IA 52406-3177

Mr. Mike Mitchell
Magellan Pipeline Co.
2503 SE 43rd
Des Moines, IA 50327

Mr. Jason Altenhoufen
Koch Pipeline
620 8th St. SW
Altoona, IA 50009

Mr. Bill Harwell
Wil-Tel Communications
1 Technology Center
Tulsa, OK 74103

Iowa Regional Utilities Assoc.
1351 Iowa Speedway Drive
Newton, IA 50208-8245

Verbio North America
17199 N Laurel Park Dr.
Livonia, MI 48152

Chicago & Northwestern Transportation
1400 Douglas St., Stop 1640
Omaha, NE 68179-1001

Iowa Rural Water Association
4221 S. 22nd Ave. East
Newton, IA 50208

Union Pacific Railroad Co.
1400 Douglas St., Stop 1640
Omaha, NE 68179-1001

IES Utilities Inc.
PO Box 77007
Madison, WI 53707-1007

Windstream Communications
4001 Rodney Parham Rd.
Little Rock, AR 72212

Flint Hills Resources
PO Box 2917
Wichita, KS 67201-2917

MetroNet
3701 Communications Way
Evansville, IN 47715

Colo Telecom
303 Main St., PO Box 315
Colo, IA 50056

Verizon
1095 Avenue of the Americas
New York, NY 10036

CenturyLink, Inc.
PO Box 5061
Monroe, LA 71211

Magellan Midstream Partners
1 One Williams Ctr. Bsmr 2
Tulsa, OK 74172-0172

MCC Iowa LLC
1 Mediacom Way
Mediacom Park, NY 10918

Optimum Wind 3 & 4 & 5 LLC
1250 Eye St. NW, Ste. 300
Washington, DC 20005

John Clough
61526 260th St.
Nevada, IA 50201

Ronald & Arlene Jensen
21789 590th Ave.
Nevada, IA 50201-7741

Scott & Kimberly Cochran
59728 Lincoln Hwy.
Nevada, IA 50201-7854

Linda & Scott Wendt
59480 Lincoln Hwy.
Nevada, IA 50201-7855

Lincolnway Energy LLC
59511 Lincoln Hwy.
Nevada, IA 50201-7992

Ames Congregation of Jehovah's Witnesses
Inc.
1908 Douglas Ave.
Ames, IA 50010-5322

Dale & Bonnie Knutson Trust
320 NE Eaglewood Dr.
Ankeny, IA 50021-4612

Wayne Satre
23621 590th Ave.
Nevada, IA 50201-7860

Vetter Equipment Company
610 14th Ave. S., PO Box 249
Denison, IA 51442

CNH Industrial America
2211 York Rd., Ste. 222
Oak Brook, IL 60523

Midwestern Railroad, Hardin County
Eldora, IA 50627

Said copy was mailed in an envelope addressed to them at the address shown above, with postage fully paid and by depositing same in a United States Post Office depository in Des Moines, Iowa, on the 11th day of January, 2024.

Local Delivery
Honorable Brenna Bird, Iowa Attorney General


Betty Hessing, Administrative Assistant

BEFORE THE CITY DEVELOPMENT BOARD
STATE OF IOWA

IN THE MATTER OF THE VOLUNTARY)	NO. UA24-06 / NEVADA
ANNEXATION TO THE CITY OF NEVADA)	FINDINGS OF FACT AND
WITHIN THE URBANIZED AREA OF THE CITY)	CONCLUSIONS OF LAW AND
OF AMES)	DETERMINATION

TO: Cities of Nevada and Ames, Story County Board of Supervisors, Story County Attorney, Des Moines Area Metropolitan Planning Organization, Iowa Attorney General, Iowa Department of Transportation, affected public utilities and parties of interest

STATEMENT OF THE CASE

The City of Nevada (hereinafter the "City") filed its request for City Development Board approval of annexation of territory within the urbanized area of the City of Ames on December 19, 2023. Notice of City Development Board review of the request and owner's application was given on December 27, 2023, and the Board considered the matter at its January 10, 2024 meeting. The City Development Board, having considered the City's request for approval, the property owner's application and all evidence submitted by the affected parties, hereby makes the following findings of fact, conclusions of law and determination:

FINDINGS OF FACT

1. On August 31, 2023, by written application, which included a map, Verbio Nevada LLC requested the City of Nevada to annex the following described property owned by them and located in Story County, Iowa:

The proposed annexation territory is described in Appendix A attached hereto and by this reference made a part of.

2. On October 26, 2023, the City of Nevada published in an official county newspaper notice of the City Council's meeting on November 13, 2023, to consider the application for voluntary annexation.
3. On October 13, 2023, the City of Nevada provided a copy of the application for voluntary annexation to the City of Ames, Story County Board of Supervisors, Iowa

- Department of Transportation, Des Moines Area Metropolitan Planning Organization, affected public utilities and parties of interest.
4. By resolution dated November 13, 2023, which contained a legal description, the City Council of the City of Nevada voted to annex the subject property.
 5. The area to be annexed is within two miles of the City of Ames and is therefore within its urbanized area.
 6. The area to be annexed has a common boundary with the City of Nevada of more than 50 feet.
 7. The area to be annexed does not contain railroad right-of-way.
 8. On December 19, 2023, the City requested the City Development Board to approve the annexation of the territory described in finding number one. Said request included a copy of the owner's application, map and City Council Resolution.
 9. On December 27, 2023, the City Development Board notified, by mail, the Cities of Nevada and Ames, Story County Board of Supervisors, Story County Attorney, Des Moines Area Metropolitan Planning Organization, Iowa State Attorney General, Iowa Department of Transportation, affected public utilities and parties of interest, of the proposed annexation and request for approval. Said notice invited oral and written evidence relative to the proposed annexation.
 10. The City Development Board received no response from any governmental unit, business or individual.
 11. The Board considered the City's request at its January 10, 2024 meeting and found it to be complete and properly filed.
 12. Based on the information favoring the annexation found in the City's request and other materials filed by the City of Nevada and the absence of evidence of any potential adverse consequences, the Board finds the annexation to be in the public interest.

CONCLUSIONS OF LAW


1. The territory to be annexed "adjoins" the City of Nevada as the term is defined in Iowa Code Section 368.1(1) and is within the "urbanized area" of the City of Ames as the term is defined in Iowa Code Section 368.1(16).
2. The City published notice of the filing of the application and provided copies of the proposed annexation to parties in accordance with the requirements of Iowa Code Section 368.7.
3. The City Development Board possesses jurisdiction to approve or decline the application for annexation in accordance with Iowa Code Section 368.7(3). If the

application is approved by the Board, the Board is required to file portions of the proceedings in accordance with Iowa Code Section 368.7.

4. The resolution by the City Council of Nevada conforms to Iowa Code Section 368.7.
5. The City of Nevada's request for Board approval and the annexation is in substantial compliance with Iowa Administrative Code r. 263—7.2.
6. In accordance with the standards set forth in Iowa Code Chapter 368, including the presumption of validity for voluntary annexation approval set forth in Iowa Code Section 368.6, the annexation proposal is in the public's interest.

Dated this 11th day of January, 2024.

CITY DEVELOPMENT BOARD

A handwritten signature in black ink, appearing to read 'Matt Rasmussen', is written over a horizontal line.

Dennis Plautz, Chairperson

Signature affixed by Matt Rasmussen, Administrator
for City Development Board as authorized under Iowa
Administration Code 263 - 9.11(2)

THEREFORE, IT IS ORDERED that the application of the following described territory to the City of Nevada is hereby approved:

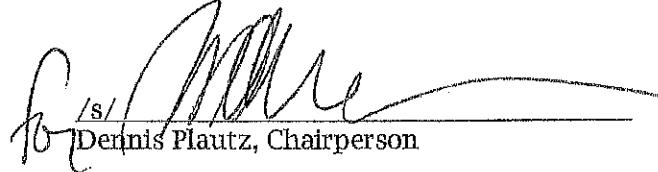
The proposed annexation territory is described in Appendix A and attached hereto and by this reference made a part of.

IT IS FURTHER ORDERED that the owner's annexation application and map, City Council resolution, notices of Board review and this Order be filed by the Board with the Nevada City Clerk and that the Board file a copy of the map and legal description with the Iowa Department of Transportation.

To complete the annexation process, the Board Administrator shall mail a copy of this Order and other relevant documents to the Story County Recorder and Iowa Secretary of State on or after the 31st day following issuance of this Order. To request a stay of completion of the annexation process, a person or city authorized by Iowa Code Section 368.22 to appeal this Order must deliver to the Board Administrator a timely written request for a stay accompanied by notice of the filing of a petition for judicial review or intent to file a petition for judicial review. Any such request should be referred to the Board for action at its next regularly scheduled meeting or at a special meeting.

Dated this 11th day of January, 2024.

CITY DEVELOPMENT BOARD


/s/ Dennis Plautz, Chairperson

PROOF OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing instrument was served upon:

Iowa Dist. Trans. Planner
1020 S. Fourth Street
Ames, IA 50010

Mr. Timothy Meals
Story Co. Attorney
1315 South B Ave., Story Co. Courthouse
Nevada, IA 50201

Story Co. Bd. of Supervisors
900 Sixth Street, Administration Bldg.
Nevada, IA 50201

Mr. Dylan Mullenix
DMAMPO/CIRTPA
420 Watson Powell Jr. Parkway, Suite 200
Des Moines, IA 50309

Ms. Renee Hall
City of Ames
P.O. Box 811, 515 Clark Avenue
Ames, IA 50010-0811

Mr. Erin Clanton
Nevada City Attorney
PO Box 530, 1209 6th Street
Nevada, IA 50201-0530

Ms. Kerin Wright
Nevada City Clerk/Treasurer
PO Box 530, 1209 6th Street
Nevada, IA 50201-0530

Verbio Nevada LLC
5921.9 Lincoln Highway
Nevada, IA 50201

Story County Planning & Development
Admin. Bldg., 900 6th St.
Nevada, IA 50201

Story County Engineer
837 N Avenue
Nevada, IA 50201

Chicago Northwestern c/o Union Pacific Prop
Tx Dpt
1700 Farnam St., 10th Fl. South
Omaha, NE 68102

Iowa Dept. of Transportation
800 Lincolnway
Ames, IA 50010

Mr. Chris Hassedt
MediaCom
225 South Dayton
Ames, IA 50010

Alliant
1284 XE Place
Ames, IA 50014

Mr. Roger Reker
Iowa Telecom
135 South 11th St.
Nevada, IA 50201

Consumers Energy
2075 Marshalltown Blvd., PO Box 1058
Marshalltown, IA 50158

McLeod USA Technology Park
PO Box 3177
Cedar Rapids, IA 52406-3177

Mr. Mike Mitchell
Magellan Pipeline Co.
2503 SE 43rd
Des Moines, IA 50327

Mr. Jason Altenhoufen
Koch Pipeline
620 8th St. SW
Altoona, IA 50009

Mr. Bill Harwell
Wil-Tel Communications
1 Technology Center
Tulsa, OK 74103

Iowa Regional Utilities Assoc.
1351 Iowa Speedway Drive
Newton, IA 50208-8245

Verbio North America
17199 N Laurel Park Dr.
Livonia, MI 48152

Chicago & Northwestern Transportation
1400 Douglas St., Stop 1640
Omaha, NE 68179-1001

Iowa Rural Water Association
4221 S. 22nd Ave. East
Newton, IA 50208

Union Pacific Railroad Co.
1400 Douglas St., Stop 1640
Omaha, NE 68179-1001

IES Utilities Inc.
PO Box 77007
Madison, WI 53707-1007

Windstream Communications
4001 Rodney Parham Rd.
Little Rock, AR 72212

Flint Hills Resources
PO Box 2917
Wichita, KS 67201-2917

MetroNet
3701 Communications Way
Evansville, IN 47715

Colo Telecom
303 Main St., PO Box 315
Colo, IA 50056

Verizon
1095 Avenue of the Americas
New York, NY 10036

CenturyLink, Inc.
PO Box 5061
Monroe, LA 71211

Magellan Midstream Partners
1 One Williams Ctr. Bsmt 2
Tulsa, OK 74172-0172

MCC Iowa LLC
1 Mediacom Way
Mediacom Park, NY 10918

Optimum Wind 3 & 4 & 5 LLC
1250 Eye St. NW, Ste. 300
Washington, DC 20005

John Clough
61526 260th St.
Nevada, IA 50201

Ronald & Arlene Jensen
21789 590th Ave.
Nevada, IA 50201-7741

Scott & Kimberly Cochran
59728 Lincoln Hwy.
Nevada, IA 50201-7854

Linda & Scott Wendt
59480 Lincoln Hwy.
Nevada, IA 50201-7855

Lincolnway Energy LLC
59511 Lincoln Hwy.
Nevada, IA 50201-7992

Ames Congregation of Jehovah's Witnesses
Inc.
1908 Douglas Ave.
Ames, IA 50010-5322

Dale & Bonnie Knutson Trust
320 NE Eaglewood Dr.
Ankeny, IA 50021-4612

Wayne Satre
23621 590th Ave.
Nevada, IA 50201-7860

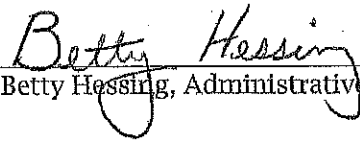
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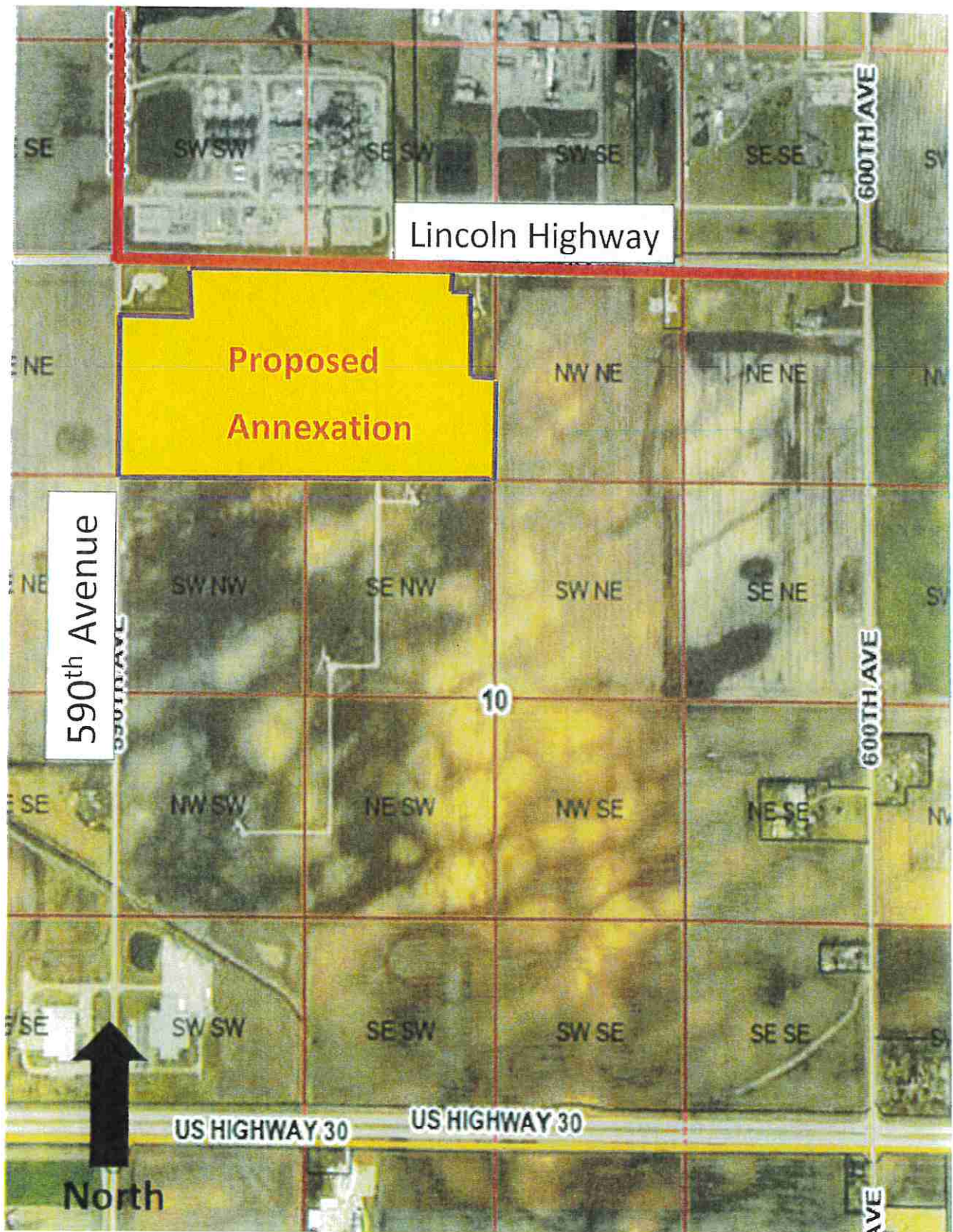
Local Delivery
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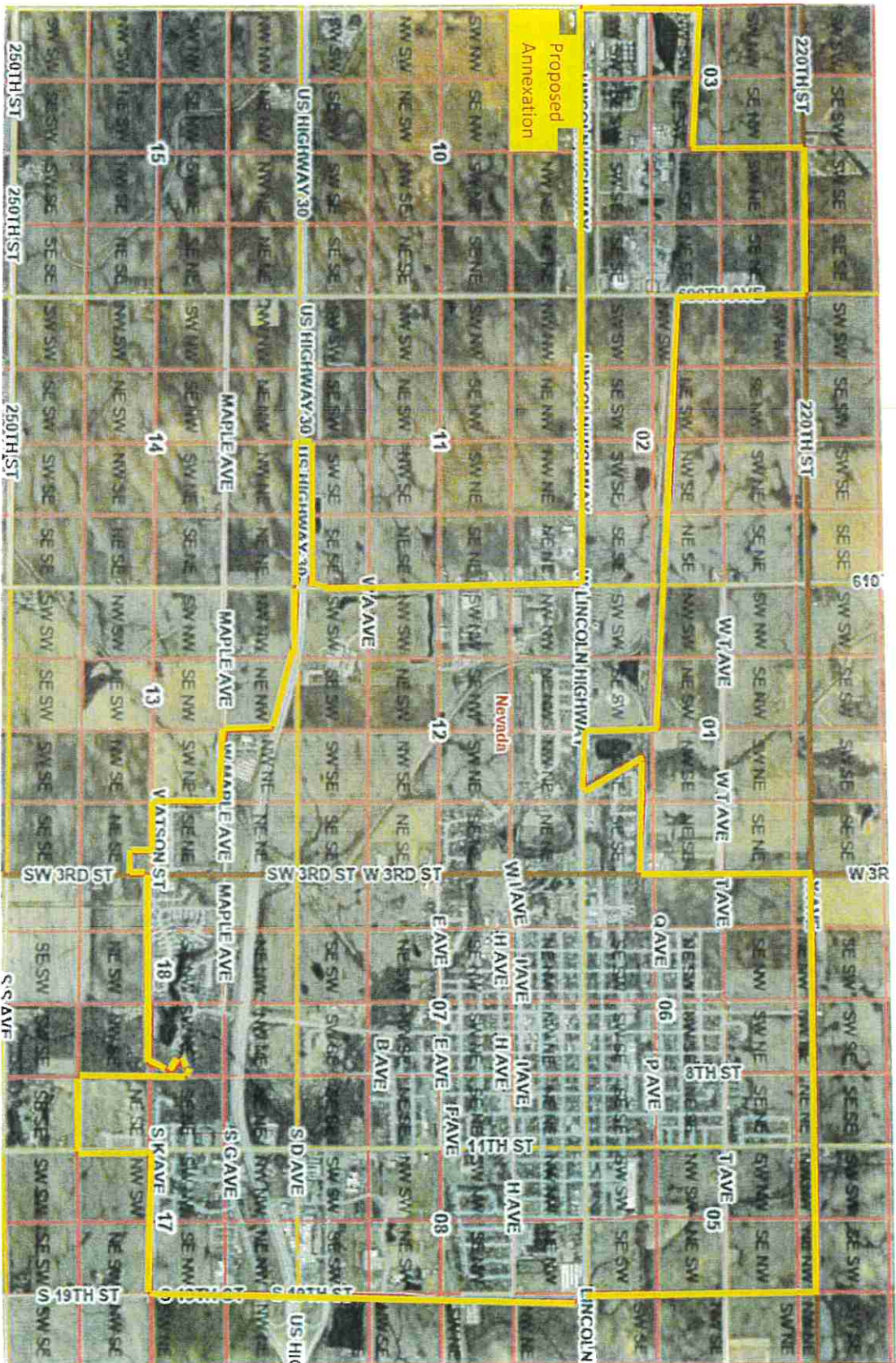
APPENDIX A
LEGAL DESCRIPTION OF TERRITORY PROPOSED TO BE
ANNEXED TO THE CITY OF NEVADA, IOWA
CDB CASE NO. UA24-06

The North Half of the Northwest Quarter of Section 10, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa, except Parcel A in the Northeast Quarter of said Northwest Quarter, as shown on the Plat of Survey filed in Book 10, Page 12, and except Parcel B in the Northwest Quarter, as shown on the Plat of Survey filed at Inst. No. 95-11615, and in Book 13, Page 173. Said property contains 73.57 acres, which includes 2.89 acres of existing public right of way.

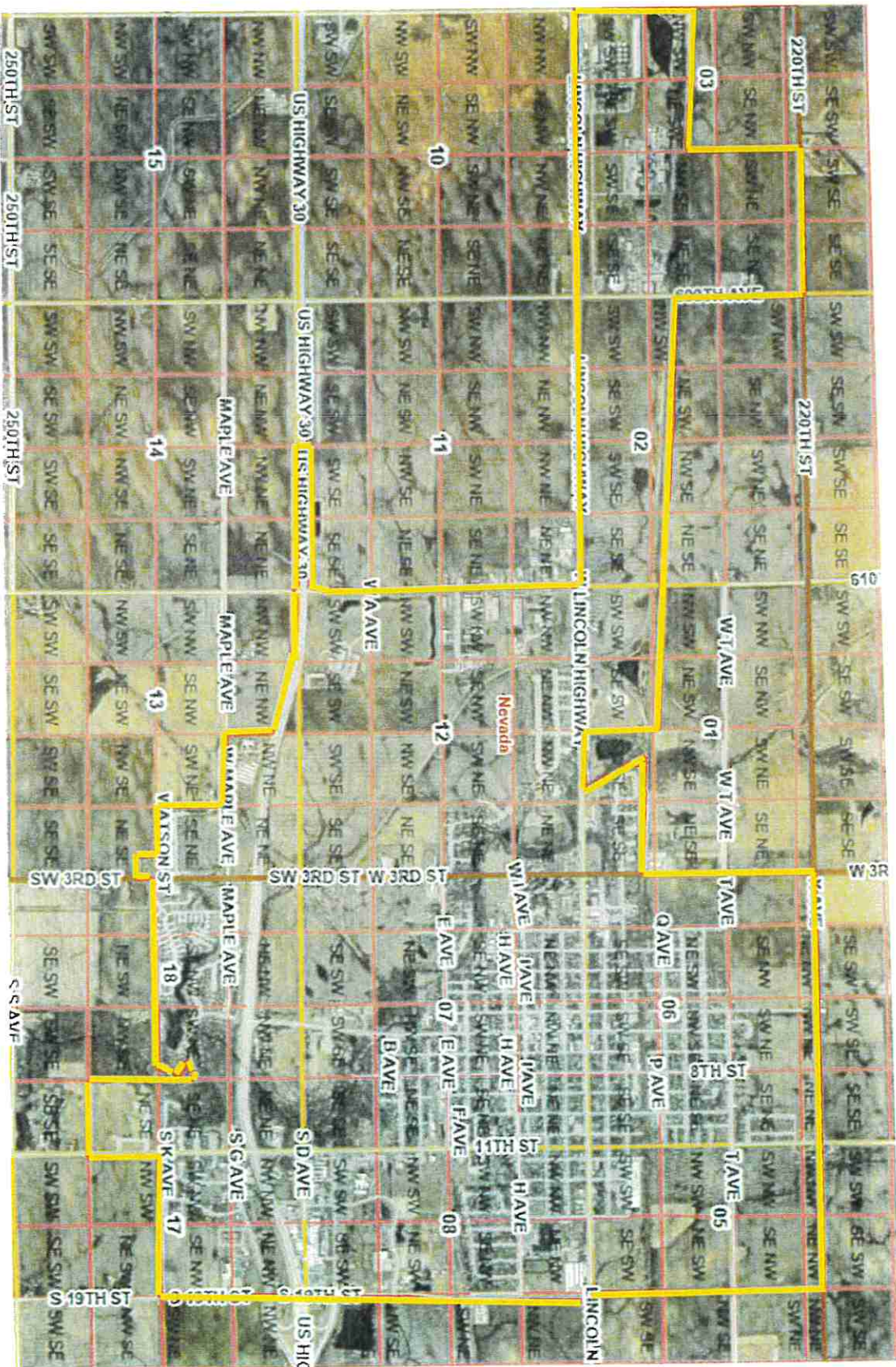
The territory extends to the center line of all
Secondary roads adjacent to the above-described properties.



Proposed Annexation



City Corporate Limits



RESOLUTION NO. 044 (2023/2024)**A RESOLUTION APPROVING ARPA-SUBRECIPIENT NO.50 GRANT AGREEMENT
BETWEEN STORY COUNTY, IOWA AND CITY OF NEVADA, IOWA**

WHEREAS the City of Nevada, IA ("City") and Story County, IA ("County") desire to enter into Grant Agreement, ARPA Subrecipient No. 50, to complete utility infrastructure to create workforce housing in the City; and

WHEREAS, The County has awarded the Infrastructure for Workforce Housing Development Project an amount of \$100,000 to provide financial assistance towards costs associated with extension of sewer and stub water services to twelve (12) lots; and

WHEREAS, The City and County desire to enter into the attached Grant Agreement, Exhibit A, outlining the requirements of the award; and

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

1. The City Council of the City of Nevada hereby approves the Grant Agreement for APRA-Subrecipient No. 50 in the amount of \$100,000.
2. The Mayor is hereby authorized to sign the Grant Agreement with Story County, IA.

Passed and Approved this 22nd day of January, 2024.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Grant Agreement
CITY OF NEVADA, ARPA SUBRECIPIENT NO. 50

THIS AGREEMENT ("Agreement") is entered into by and Between Story County, an Iowa Municipal corporation, whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, hereinafter referred to as "County", and the City of Nevada, Iowa, the Municipality, a political subdivision of the State of Iowa located within the territorial boundaries of Story County, listed in the application attached hereto as Exhibit A hereinafter referred to as "Subrecipient", whose mailing address and telephone number is 1209 6th Street, PO Box 232, Nevada, Iowa 50201, telephone 515-382-5466.

1. PURPOSE AND INTENT.

The purpose of the agreement is for the Subrecipient to "To provide financial assistance towards costs associated with extension of sewer and stub water services to twelve (12) lots" as outlined in Exhibits A and B. Funding awarded the recipient is a subaward of the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") funds; (2) any and all compliance requirements for use of SLFRF funds; and (3) any and all reporting requirements for expenditures of SLFRF funds. (All definitions from "*Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*" dated February 28, 2022, version 3.0.)

2. REPRESENTATION OF THE SUBRECIPIENT.

Recognizing that the County is relying hereon, the Subrecipient represents, as of the date of this Agreement, to follow the key principles as set out in the SLFRF and additionally as follows:

- (A) **Organization; Power, etc.** The Subrecipient is a political subdivision of the State located entirely within the geographic boundaries of the County with full legal right and power to authorize, execute, and deliver this Agreement, to receive the Grant, to undertake and implement the use of Grant funds described in the Application and to carry out and consummate all transactions contemplated by the foregoing (including without limitation the recordkeeping and reporting described herein);
- (B) **Authority.** The Subrecipient has duly and validly authorized the execution and delivery of this Agreement and has or will have so authorized the execution of the Application, and all approvals, consents, and other governmental or corporate proceedings necessary for the execution and delivery of the foregoing or required to make this Agreement the legally binding obligation of the Subrecipient that it purports to be, in accordance with its terms, have been obtained or made. The representatives of the Subrecipient executing this Agreement have all necessary power and authority to execute this Agreement and to bind the Subrecipient to the terms and conditions herein.
- (C) **No Litigation.** No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the County in writing, is pending or, to the knowledge of the authorized representatives of the Subrecipient executing this Agreement, threatened (1) seeking to restrain or enjoin the execution and delivery of this Agreement, or the undertaking of any Project (defined below) or (2) contesting or affecting the validity of this Agreement; and neither the corporate existence of the Subrecipient nor the title to office of any authorized representatives of the Subrecipient executing this Agreement, is being contested.
- (D) **No Conflicts.** The authorization, execution and delivery of this Agreement, and performance by the Subrecipient of the Project and of its obligations under this Agreement, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement,

indenture or other instrument to which the Subrecipient is a party or by which it or any of its properties is bound.

- (E) **SAM.gov Registration.** Subrecipient shall inform the County whether or not they are actively registered with the System for Award Management ("SAM") and confirms that the Unique Entity Identifier ("UEI") or Taxpayer Identification Number ("TINS") listed in Exhibit A is the correct number for the Subrecipient as of the date hereof. If Grantee is not registered with the System for Award Management ("SAM") they will be required to register and provide the County with their Unique Entity Identifier ("UEI") before awarded funds will be released to the Grantee.
- (F) **Binding Agreement.** This Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of the Subrecipient, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.
- (G) **Information Submitted.** All information, reports, and other documents and data submitted to the County in connection with this Agreement (including without limitation, the Application(s) attached hereto as of the date of execution and each other Application, if any, to be later attached and made a part hereof pursuant to the terms hereof) were, at the time the same were (or will be) furnished, and are, as of the date hereof (or will be as of the date the same are furnished), true, correct and complete in all material respects.
- (H) **Ratification.** By executing this Agreement, the Subrecipient (i) affirms and ratifies all statements, representations and warranties contained in all written documents that it has submitted to the County in connection with this Agreement (including, without limitation, the Agreement and the Application attached hereto as Exhibit A as of the date hereof) and (ii) agrees that on each date, if any, that additional information is attached hereto and made a part hereof, it will be deemed to have affirmed and ratified all such statements, representations and warranties (including, without limitation, those contained or provided in connection with such additional information).

3. GRANT INFORMATION.

- (A) **Grant Amount.** The County agrees to make and the Subrecipient agrees to accept, on the terms and conditions stated in this Agreement, one Grant in the Amount specified on the Award Letter attached as Exhibit A hereto.
- (B) **Project and Schedule**
 - a. **Grant Purpose.** The Grant is being made solely to finance the project described in the applicable Application. It is understood by Subrecipient that if funding is received to be added to an existing program, recipient must expend existing program funds prior to accessing SLFRF funds.
 - b. **Grant Expenditure Schedule.** The Grant will not pay any costs other than those incurred beginning after January 25, 2022. The final date for obligating the County's SLFRF funds is December 31, 2024. If the project defined in this contract is not going to be able to utilize all funds, the Subrecipient agrees to notify the County in writing prior to June 30, 2024 so that funding may be reallocated. Therefore, all grant funds that remain unobligated as of June 30, 2024, must be returned to the County unless, by June 30, 2024, the Subrecipient submits a satisfactory plan to spend the funds by December 31, 2026.
- (C) **Grant Award Package.** In connection with the execution and delivery of this Agreement, each of the following conditions shall be satisfied (all documents, certificates and other evidence of such conditions are to be satisfactory to the County in its sole and absolute discretion).

- a. **Executed Grant Agreement.** The County shall receive a duly executed original of this Agreement.
- b. **Expiration of Offer.** The Grant, and the obligation of the County to disburse such Grant, or any portion thereof, shall expire ninety (90) days from the date of receipt via email of the Award Letter (Exhibit A) by the Subrecipient. The County, in its sole and absolute discretion, may approve one or more extensions to the expiration of the offer of the Grant.

4. **AFFIRMATIVE COVENANTS.**

- (A) **Recoupment and Costs.** The Subrecipient acknowledges that it is responsible for compliance with this Agreement and all state and federal law and regulation applicable to the Grant(s) funding source and the Project. Breach of this Agreement and/or failure to comply with such law or regulation may result in all or a portion of the Grant becoming subject to recoupment (including, without limitation, as described in the Application). If subject to recoupment, the County will notify the Subrecipient in writing and the Subrecipient shall promptly, and in any event within 10 days of receiving such notice, return such Grant proceeds (including both any unexpended portion and funds equal to the portion expended) and any interest earnings thereon. In addition, Subrecipient shall be responsible for, and hereby agrees to prompt pay or reimburse the County for all costs incurred by the County, its employees, officers and agents (including without limitation, attorneys' fees) related to or arising out of such recoupment, including without limitation costs of any related investigation, audit and/or collection efforts.
- (B) **Use of Disbursements.** The Subrecipient shall expend the Grant funds only for eligible costs of the Project as described in the applicable Application, subject to Section 3 hereof. The Subrecipient shall be responsible for compliance with, and shall comply in all material respects with, all applicable federal, state and local law and regulations, whether or not such law or regulations are expressly referenced herein.
- (C) **Reporting and Compliance with Laws.** The Subrecipient shall comply with all reporting requirements set forth in Schedule A hereto. In addition, the Subrecipient agrees that the Project shall be constructed or undertaken and shall be expended in full compliance with all applicable provisions of federal, state and local law and all regulations thereunder. Without limiting the generality of the foregoing, the Subrecipient covenants to comply in all respects with all applicable law, regulation and rule regarding bidding, procurement, employment and anti-discrimination.
- (D) **Additional Project Funding.** The Subrecipient shall ensure that adequate funding is in place to complete each Project. In the event that any Grant, alone, is for any reason insufficient to complete the applicable Project, the Subrecipient will obtain or make available and apply other funds (including without limitation, by incurring loans or obtaining other grants) in an aggregate amount necessary to ensure completion of each such Project.
- (E) **Indemnification.** To the fullest extent permitted by law, the Subrecipient agrees to indemnify and hold harmless the County and all of its employees, officers, and agents (collectively, "Indemnified Persons") from and against any and all losses, costs, damages, expenses, judgments, and liabilities of whatever nature (including, but not limited to, attorneys', accountants' and other professionals' fees and expenses, litigation and court costs and expenses, amounts paid in settlement and amounts paid to discharge judgments and amounts payable by an Indemnified Person relating to or arising out of (i) the actual or alleged failure of the Subrecipient to comply with the terms of this Agreement or with any other requirement or condition applicable to the federal grant with which any Grant is funded or (ii) the operation or

undertaking of each Project; provided that no indemnification shall be required of an Indemnified Person to the extent such losses are determined by the final judgment of a court of competent jurisdiction to be the result of the gross negligence or willful misconduct of such Indemnified Person. Such indemnification includes, but is not limited to, costs arising from third-party claims.

The provisions of this Section shall survive the termination of this Agreement, and the obligations of the Subrecipient hereunder shall apply to losses or claims whether asserted prior to or after the termination of this Agreement. In the event of failure by the Subrecipient to observe the covenants, conditions and agreements contained in this Section, any Indemnified Person may take any action at law or in equity to collect amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Subrecipient under this Section. The obligations of the Subrecipient under this Section shall not be affected by any assignment or other transfer by the County of its rights or interests under this Agreement and will continue to inure to the benefit of the Indemnified Persons after any such transfer. The provisions of this Section shall be cumulative with and in addition to any other agreement by the Subrecipient to indemnify any Indemnified Person.

- (F) **Recordkeeping.** The Subrecipient shall maintain accounts and records with respect to the Project and Grant in accordance with generally accepted accounting principles as issued from time to time by the Governmental Accounting Standards Board (GASB). Subrecipient shall keep and maintain all financial records and supporting documentation related to the Project and Grant for a period of seven years after all Grant proceeds have been expended or returned to the County. Wherever practicable, Subrecipient shall collect, transmit, and store such records in open and machine-readable formats. Subrecipient agrees to make such records available to the County or the United States Treasury upon request, and to any other authorized oversight body, including but not limited to the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG) and the Pandemic Relief Accountability Committee (PRAC). Subrecipient agrees to make such accounts and records available for on-site inspection during regular business hours of the Subrecipient and permit the County, the United States Treasury or any other such authorized oversight body to audit, examine, and reproduce such accounts and records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this agreement.

The Subrecipient shall permit the County or any party designated by it upon reasonable prior notice to the Subrecipient to examine, visit and inspect the Project and to inspect and, without limiting the generality of the previous paragraph, to make copies of any accounts, books and records of the Subrecipient pertaining to the Project and/or the Grant.

- (G) **Single-Audit.** The Subrecipient acknowledges that by accepting the Grant, it is a sub-recipient of federal financial assistance under the federal Single Audit Act of 1984, as amended (the "SAA"). The Subrecipient further acknowledges that to the extent it expends an aggregate of \$750,000 in federal awards (including, but not limited to the Grant(s)) in a fiscal year, it will be subject to an audit under the SAA and its implementing regulations at 2 CFR Part 200, Subpart F.
- (H) **Performance Measures.** As defined in Exhibit C, Subrecipient acknowledges the applicability of performance measures and that funding is contingent on ongoing compliance with the performance measures.

5. **TERMINATION AND REMEDIES.** This agreement is effective on the ____ day of _____, 20__.

(A) **Termination.**

- a. **Termination by the County.** The County, in its sole and absolute discretion, may terminate this Agreement or any one or more Grants hereunder:
 - i. if the Subrecipient has breached any provision of this Agreement (including without limitation reporting requirements in Schedule A hereto) or has failed to comply with any applicable state or federal law or regulation applicable to any Project and/or any Grant; or
 - ii. if any representation or warranty made by the Subrecipient in any Application, this Agreement, or any certification or other supporting documentation thereunder or hereunder shall prove to have been incorrect in any material respect at the time made.
- b. **Notice of Termination.** The County shall provide the Subrecipient with written notice of termination of this Agreement or any one or more Grants, setting forth the reason(s) for termination. The termination of this Agreement or any one or more Grants shall be effective as of the date such notice of termination is sent by the County. The County may terminate this agreement without penalty to the County, at any time, without cause, by giving written notice to the Provider at least fifteen (15) days before the effective date of such termination.
- c. **Effect of Termination.** Upon termination of this Agreement or any Grant, the Subrecipient shall reimburse the County for all costs and disbursements of the Grant(s) terminated on a schedule to be negotiated in good faith between the County and the Subrecipient, but in no event more than 60 days from the date of such termination.

(B) **Term.** This Agreement shall remain in effect until one of the following events has occurred:

- a. The Subrecipient and the County replace this Agreement with another written agreement;
- b. All of the Subrecipient's obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the County for disbursements of the Grant(s); or
- c. This Agreement has been terminated pursuant to the provisions of Section 5.A hereof.

6. **MISCELLANEOUS.**

(A) **Notices.** All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing and delivered,

- a. in the case of the County, to Leanne A. Harter, County Outreach and Special Projects Manager, Story County Administration, 900 6th Street, Nevada, Iowa 50201, and
- b. in the case of the Subrecipient, to the address specified in this Agreement; or
- c. as to either party, at such other address as shall be designated by such party in a notice to each other party. Unless otherwise provided herein, receipt of all such communications shall be deemed to have occurred when personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided for herein.

(B) **No Waiver.** No failure or forbearance on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or

- the exercise of any other right. Conditions, covenants, duties and obligations contained in this Agreement may be waived only by written agreement between the parties.
- (C) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Subrecipient and the County and their respective successors and assigns, except that the Subrecipient may not assign or transfer its rights or obligations hereunder without the prior written consent of the County.
- (D) **Complete Agreement; Waivers and Amendments.** All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Subrecipient and the County unless otherwise specified in this Agreement. At the date of execution hereof, one Application is attached hereto as Exhibit B and made a part hereof. From time to time after the date hereof, the Subrecipient may apply for, and the Subrecipient may agree to make, additional Grants pursuant to additional Applications. In such event, such additional Applications shall become a part of new Agreement. The parties understand and agree that this Agreement and Application attached hereto, which are expressly incorporated herein by reference, supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein.
- (E) **Headings.** The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.
- (F) **Severability.** If any term, provision or condition, or any part thereof, of this Agreement shall for any reason be found or held invalid or unenforceable by any governmental agency or court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition nor any other term, provision or condition, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.
- (G) **Further Assurances.** Subrecipient agrees that it will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement.
- (H) **Third-Party Beneficiaries.** This Agreement is exclusively between the County and the Subrecipient, and does not nor is intended to create any privity of contract with any other party not a party hereto other than the Indemnified Persons, nor to imply a contract in law or fact. The County is not obligated to disburse grant funds on any contract, or otherwise, between the Subrecipient and any other party, nor intends to assume, at any time, direct obligations for payment for work, goods, or other performance under such contracts. The obligation to pay any amounts due under such contracts is solely the responsibility of the Subrecipient. Nothing herein, express or implied, is intended to, or shall confer upon, any other person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement between the County, the Subrecipient and the Indemnified Persons.
- (I) **Civil Rights Compliance.** Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the

Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public 6.

7. APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL.

This Agreement has been negotiated, executed and delivered in the State of Iowa. The parties hereto agree with all questions pertaining to the validity and interpretation of this agreement will be determined in accordance with the laws of the State of Iowa in Story County, Iowa, with venue in Story County District Court. The parties hereby waive removal of any issue hereunder to the federal courts.

[Remainder of page intentionally left blank; signature page follows.]

This agreement and referenced attachments constitute the entire contract of the parties hereto and supersedes any prior agreement between the parties.

STORY COUNTY, IOWA (County)

_____ (Subrecipient)

By:

By:

Chairperson of the Board of Supervisors

Mayor, City of _____

Dated: _____

Dated: _____

Schedule A
Reporting Requirements and Schedule

Event Reporting

The following events shall be reported promptly upon the occurrence thereof (and in any event within five business days of the occurrence thereof) to the County:

- (A) The inclusion of the Subrecipient, or any contractor or sub-recipient related to any Grant or any Project, or any employee, officer or other official of any of the foregoing, on any state or federal listing of debarred or suspended persons, or if any of such persons are proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any state or Federal department or agency.
- (B) Any criminal or civil litigation, or credible threat of such litigation, or investigation by any governmental entity of any of the persons listed in (a) for violations of state or Federal law involving fraud, bribery, misappropriation of funds, breaches of fiduciary duty or other actions bearing on the trustworthiness, credibility or responsibility of such person.

On Demand Reporting

The Subrecipient shall provide such other reporting relating to each Grant and each Project as the County shall reasonably request from time to time.

Scheduled Reporting

- (A) Quarterly Reporting. Using the forms provided and, in the manner, as provided by Story County, the Subrecipient shall provide quarterly reports as of the end of each fiscal quarter. Such reports shall be delivered to the County not later than the third (3rd) business day following the end of each quarter and shall contain:
 - a. Project Status
 - i. Not started
 - ii. Completed less than 50%
 - iii. Completed 50% or more
 - iv. Completed
 - b. Obligations and Expenditures
 - i. Total Cumulative Obligations
 - ii. Total Cumulative Expenditures
 - iii. Current Period Obligations
 - iv. Current Period Expenditures
 - c. Program Income: Any program income earned and expended to cover eligible project costs, if applicable.
 - d. Project Demographic Distribution
 - i. What Impacted and/or Disproportionally Impacted population does this project primarily serve?
 - ii. If this project primarily serves more than one Impacted and/or Disproportionately Impacted population, select up to two additional populations served.
 - e. For the Applicable Expenditure Category, Subrecipient will provide mandatory performance indicators and programmatic data as follows:
 - i. Household Assistance (EC 2.1-2.8) and Housing Support (EC 3.10-3.12):
 - Number of people or households receiving eviction prevention services (including legal representation)

- Number of affordable housing units preserved or developed
 - Number of individuals/families provided food assistance
 - ii. Negative Economic Impacts (EC 1.1-3.5):
 - Number of workers enrolled in sectoral job training programs
 - Number of workers completing sectoral job training programs
 - Number of people participating in summer youth employment programs
 - iii. Education Assistance (EC 3.1-3.5):
 - Number of students participating in evidence-based tutoring programs
 - iv. Healthy Childhood Environments (EC 3.6-3.9):
 - Number of children served by childcare and early learning (pre-school/pre-K/ages 3- 5)
 - Number of families served by home visiting
 - v. Water and sewer projects (EC 5.1-5.18)
 - National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
 - Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
 - Median Household Income of service area
 - Lowest Quintile Income of the service area
 - Certification that, as of such reporting date and at all times since the previous reporting date (or if none, since the date of the Grant Agreement), the Subrecipient is and has been in full compliance with all terms of the Grant Agreement, including, without limitation, compliance with Title VI of the Civil Rights Act and all other applicable anti- discrimination laws (or a has delivered to the County in writing a full accounting of all instances on noncompliance); and
 - f. Such other items as the County shall reasonably request related to the Grant(s) and/or the Project(s) as specified in Exhibit C.
- (B) Close Out Reporting. The Subrecipient shall provide a final close-out report after the final expenditure (or return to the County) of each Grant. Such report shall be delivered to the County not later than 60 days following the quarter in which such final expenditure (or return) occurred and shall contain all such items as are reasonably requested by the County or its agents.

**Story County, Iowa
American
Rescue Plan Act**



**Project and Program
Proposals
External Community
Organizations**

AWARD NOTIFICATION

Project ID:

50

Name of Project:

Infrastructure for Workforce Housing Development

Organization Name:

City of Nevada

Organization Address:

1209 6th Street
Nevada, Iowa 50201

Official Name of Organization (to be used on contracts):

City of Nevada

Official Address of Organization (to be used on contracts):

1209 6th Street
Nevada, Iowa 50201

Name of CEO/Individual Appointed to Sign Contracts:

Mayor Brett Barker
City Administrator Jordan Cook

Contact Person Name, Title, Email and Phone Number:

City Administrator, Jordan Cook

City Clerk, Kerin Wright

jcook@cityofnevadaiaowa.org , (515) 382. 5466 ext. 232

Amount of Award

\$100,000.00

Project Summary Narrative

To provide financial assistance towards costs associated with extension of sewer and stub water services to twelve (12) lots.

Date of Award (Action by the Board of Supervisors)

October 31, 2023

For Office Use Only

Date Distributed: January 10, 2024 Via Email

EXHIBIT B
Subrecipient Application

Subrecipient Name: City of Nevada, Iowa

Award #: 50

Award Amount:

\$100,000.00

Date Preliminary Award Acted Upon by the Story County Board of Supervisors: October 31, 2023

Application submitted by Subrecipient to Story County, Iowa follows.



ARPA Funding Request

City of Nevada / Nevada Economic Development Council

Amount of Request: \$100,000
Total Infrastructure Project Cost: \$189,000
Overall Project Cost: \$657,000

Project Summary:

The Story County Housing Assessment detailed the need for additional single-family homes in Nevada. Our local employers report that their workforce is seeking additional housing in Nevada. To meet the needs of individuals and families making \$75-\$150,000 a year the study projects we need 448 additional housing units in Nevada. Our goal is that with the collaboration planned to support this project we can create a model for others to follow.

The City of Nevada in partnership with the Nevada Economic Development Council are working to develop a subdivision that will meet the growing need for workforce housing in our community.

We have targeted the development of at least 12 lots. To keep the overall cost of the lots attainable we have focused our efforts on in-fill options.

We are seeking the assistance of Story County to partner with the City of Nevada and the Nevada Economic Development Council to extend sewer and stub water service to 12 lots. The extension of infrastructure is the critical first step to move this housing initiative forward.

We have included a site map that shows the proposed placement of the water and sewer lines.

Timing: December 2023 – March 2024

Once we have infrastructure deployed the housing project will be split into two phases.

Phase I

The Nevada Economic Development Council will be purchasing 4 lots along D Avenue in Nevada. We will close on this property October 31, 2023. The NEDC has made one of these lots available to the Story County Housing Trust Fund. A Homes for Iowa house will be placed on this lot sometime in 2024.

The three other lots will be marketed between \$30-35,000 a lot; without the County's support the cost of the lots would be \$45-50,000 each. These lots will be priced below other developed lots in the community of Nevada. There will a deadline to construct a home on these lots as part of the individual sale transactions.

Timing: May 2024 – March 2025

Phase II

The NEDC will work with the City of Nevada to purchase land to develop an additional 8 lots targeted towards workforce housing where we have deployed the new infrastructure. The NEDC will request LMI funds from the City of Nevada to further buy down the cost of 5 lots.

The NEDC will work to attract a developer with an interest in pursuing workforce housing tax credits to support construction of 5 homes on the lots targeted for LMI housing.

Like the first phase the remaining three lots will be marketed between \$30-35,000 a lot; construction deadlines will be put in place.

Timing: September 2024 – October 2026

Thank you for considering our request for funding to support the infrastructure aspect of this project. Without this support it will be challenging to move this housing initiative forward.

If you have any questions, please reach out to us.

Jordan Cook
City Administrator
City of Nevada

Brenda Dryer
Executive Director
Nevada Economic Development Council





5525 Merle Hay Road | Suite 200 | Johnston, IA 50131
Main 515.278.2913 • Fax 515.278.1846

HRGREEN.COM

January 22, 2024

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

Re: Nevada WWTF Improvements – Phase 3: Construction Phase Services Professional Services Agreement Amendment No. 1

Dear Jordan:

Enclosed is our Professional Services Agreement Amendment No. 1 for Construction Phase Services of the Nevada Wastewater Treatment Facility Improvements – Phase 3 project.

Construction of this complex wastewater treatment facility (WWTF) began on December 23, 2021, with the issuance of Notice to Proceed to Boomerang Corporation. The construction was to span a total of 21 months, achieving final completion on September 30, 2023. Multiple defective work issues by Boomerang Corporation in the execution of their Work has significantly delayed progress and completion of the project. At the time of this letter, the projected final completion date for the project is September 3, 2024. This would be nearly one (1) year past the project's original contract final completion date.

At present, the project is nearly four (4) months past the original contract final completion date. Through diligent time and resource management, HR Green (HRG) has been able to stretch the City's construction phase service budget in execution of our professional services agreement to cover construction administration and resident observation efforts to date. The original construction phase services duration was established based on a 21-month construction duration. At this time, the remaining HRG construction phase services budget for certain construction administration and resident observation tasks will be exhausted in February 2024.

Thus, HRG is seeking an amendment to the current construction phase services contract to allow the continuation of construction phase services through the project's projected final completion date. Please note that the original budget for certain construction administration tasks (i.e. final site visit/punchlist, record drawings, warranty assistance, commissioning and startup) remains intact and no additional budget is being requested as these elements of the project are yet to be completed. Supplemental budget for the following construction phase services tasks is needed in order to complete the project:

- Project management (2 hours/month budgeted)
- Project meetings (Assumed 8 additional monthly construction progress meetings)
- Contractor and owner correspondence (e.g. engineering office staff responding to contractor questions/requests for information/contract document interpretation – averages 4 hours per week)
- Monthly payment request reviews and recommendation (Assumed 8 additional payment application requests)
- Change Orders (Estimating 2 additional to original budget of 4)
- Certified payroll reviews (Required by SRF Loan - 2 hours/month budgeted)
- Defective work (concrete walls) review (Estimated up to 40 hours of follow-up related to past defective work issues)
- Resident Observation (Additional 162 days of on-site HRG resident observer)



Jordan Cook

1/22/24

The overall fee for supplemental professional services for the above items is \$243,000. Consistent with the original construction phase services agreement, the additional effort billing will be on a time & materials basis.

The project's construction contract (Agreement) with Boomerang Corporation includes a Liquidated Damages clause (Article 3) that establishes a daily amount that the Contractor shall pay the Owner for each day the Work is not complete (substantially and finally) in recognition of the Owner suffering financial and other losses if the Work is not completed within the contract times as set forth in the Agreement. This would be the City's mechanism to offset the costs of the supplemental construction phase services covered by this amendment.

I plan to present the specific details of our professional services amendment to the City Council at the January 22nd City Council meeting. If you have questions or need additional information, please do not hesitate to contact me.

Sincerely,

HR GREEN, INC

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

Michael Roth, P.E.

Senior Project Manager

Cc: Kerin Wright, City
Brandon Mickelson, HRG

Enclosure

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**HR GREEN, INC.
PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1**

THIS AMENDMENT, made this 22nd day of January, 2024 by and between, CITY OF NEVADA, IA, the CLIENT, and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

Nevada Wastewater Treatment Facility (WWTF) Improvements – Phase 3
Construction Phase Services

hereby amends the original Professional Services Agreement dated February 14, 2022 as follows:

The CLIENT and COMPANY agree to amend the Scope of Services of the original Professional Services Agreement and previous amendments as follows:

Extend Construction Administration and Construction Observation services as described in the original Professional Services Agreement through the projected project final completion of September 2024. See attached cover letter for additional detail.

COMPANY Project Number: 160473.03

The CLIENT and COMPANY agree to amend other provisions of the original Professional Services Agreement and previous amendments as follows:

N/A

In consideration for these services, the CLIENT AGREES to adjust the payment for services performed by COMPANY on the following basis:

- ☒ Per current rate schedule with a maximum fee to be increased by Two-Hundred-Forty-Three-Thousand Dollars (\$ 243,000.00)

The total authorized compensation after this Amendment, including the original Professional Services Agreement and all previous Amendments, is Eight-Hundred-Nine-Thousand Dollars (\$ 809,000.00)

THIS AMENDMENT is subject to all provisions of the original Professional Services Agreement.


THIS AMENDMENT, together with the original Professional Services Agreement and all previous amendments represents the entire and integrated AGREEMENT between the CLIENT and COMPANY.

THIS AMENDMENT executed the day and year written above.

CITY OF NEVADA, IA

HR GREEN, INC.

By: Brett Barker, Mayor


By: Michael Roth, Vice President

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Notice of Funding Availability (NOFA)

Background

The purpose of this NOFA is to solicit applications for funding from non-profit organizations, cities, developers, businesses, and other entities to complete affordable housing initiatives in Story County. Please note, the Story County Housing Trust (SCHT) does not provide direct assistance to the public and all applications must propose a project or program that benefits multiple low- and moderate- income (LMI) households. The total amount of funding available is estimated to be \$400,000.

Funding Restrictions

The SCHT will only consider projects and programs that improve housing affordability and benefit households below 80% area median income (AMI) with a focused interest on households below 30% AMI. See table below for Story County limits. Successful applicants must be willing to collect and verify income and demographic information for each household.

2023 HUD Area Median Income for Story County <i>Effective May 15, 2023</i>			
Household Size	30% AMI	50% AMI	80% AMI
1	\$22,350	\$37,250	\$59,600
2	\$25,550	\$42,600	\$68,100
3	\$28,750	\$47,900	\$76,600
4	\$31,900	\$53,200	\$85,100
5	\$35,140	\$57,500	\$91,950
6	\$40,280	\$61,750	\$98,750
7	\$45,420	\$66,000	\$105,550
8	\$50,560	\$70,250	\$112,350

The SCHT will only consider projects and programs that can demonstrate a readiness to proceed and prove the ability to draw funds in a timely manner. This funding is not for pre-planning, and it is expected any needed fundraising will be nearly complete at the time of application. Funding will only be provided on a reimbursement basis with supporting documentation.

The SCHT Board of Directors reserves the right to deny any application and to prioritize allocation of funding as it sees fit. The SCHT expects applications to exceed available funds and awards may be less than requested.

How to Apply

Applications Due: **February 9, 2024 at 5pm**

Please submit an electronic copy of your application and supporting documentation to Lucas Young at lyoung@mid-iowaplanning.org. Late applications will not be considered for funding. Notice of Approval/Denial will be on or after: February 20, 2024

2024 SCHAT Application for Funding

Applications are due February 9 at 5pm to lyoung@mid-iowaplanning.org

This application is for communities, organizations, or entities seeking funding to implement affordable housing initiatives in Story County. Please provide as much of the following information as is currently available.

1. Project Title:	
2. Project Address:	
3. Name of Applicant Organization: Contact Person: Mailing Address: City/State/Zip: Phone: E-mail: Website:	
4. Organizational structure: <input type="checkbox"/> Non-profit entity <input type="checkbox"/> For-profit entity <input type="checkbox"/> Government <input type="checkbox"/> Other: _____	
5. Amount requested from the SCHAT: _____ Type of funding requested: <input type="checkbox"/> Grant <input type="checkbox"/> Loan <input type="checkbox"/> Forgivable Loan Can this project move forward at a reduced amount? <input type="checkbox"/> Yes <input type="checkbox"/> No	
6. Program or Project Type: <input type="checkbox"/> Rental Assistance (max \$2,000 per household, per year) <input type="checkbox"/> Shelter/Transitional Housing <input type="checkbox"/> New Construction <input type="checkbox"/> Conversion of Non-residential Space <input type="checkbox"/> Owner-occupied Repair (see restrictions on certification page) <input type="checkbox"/> Other: _____	7. Program or Project Beneficiaries: <input type="checkbox"/> Homeowners <input type="checkbox"/> First-time Homeowners <input type="checkbox"/> Renters <input type="checkbox"/> Protected Group (elderly, disabled, etc.) <input type="checkbox"/> Other: _____
8. Please estimate the beneficiaries and amount of SCHAT funding: Number of households below 30% AMI: _____ Amount of SCHAT funding: _____ Number of households between 31% and 50% AMI: _____ Amount of SCHAT funding: _____ Number of households between 51% and 80% AMI: _____ Amount of SCHAT funding: _____	
9. Will property be exempt from property taxes upon project completion? <input type="checkbox"/> Yes <input type="checkbox"/> No	
10. Current property status: <input type="checkbox"/> Private Owner <input type="checkbox"/> Public Owner <input type="checkbox"/> Non-Profit Owner <input type="checkbox"/> Owner-Occupied <input type="checkbox"/> Renter-Occupied <input type="checkbox"/> Vacant Structure <input type="checkbox"/> Vacant Lot	

Please respond to questions 11-17 on a separate page(s)

11. Project Overview: Outline your program or project proposal. Describe the goals and objectives to be achieved and how the Story County Housing Trust funding will be utilized. Be sure to explain why the funding is needed and how the project will improve affordable housing in Story County. Please include details such as total cost, households and clientele to be served, number of units, etc. In addition to text about the project, please provide any plans, schematics, or renderings that will explain the project.

12. Experience: Describe your organization's structure and previous experience in implementing projects similar to the activity proposed. Resumes and references are strongly encouraged, especially from project partners like a developer, architect, project contractor, etc.

13. Household Qualification Process: The SCHAT requires funds to be used for LMI households. Please explain how you will ensure funds will be used appropriately and provide a brief explanation of your income verification process. If available, please include a copy of your program application.

14. Timeline: *(Note: Most contracts will only be one year in length.)* What is the estimated start date for your program or construction? Include a list of major benchmarks for the execution of the program. Be sure to include completion dates and explain your readiness to proceed. If barriers exist (e.g., zoning, environmental issues, and relocation), please identify the concern and describe your plans to ensure an appropriate project/program start date.

15. Proposed Budget and Financing: Please describe in detail the proposed budget and financing plan. Include evidence of any financial commitments, including equity. List existing and proposed loans in order of priority. Attach additional documents as necessary, to describe non-conventional loan terms or other unusual arrangements for financing the project.

16. Acquisition: If the proposed program/project involves the acquisition of real property (i.e. site for a construction project) attach documentation of site control such as deed or option agreement.

17. Additional information needed for development projects:

a. For proposed rental projects: Identify the number of existing units and rents by apartment size, including inclusionary housing. Include the number of households targeted at 30% AMI, 50% AMI, and 80% AMI. Specify what other funds are proposed for the project and the status of each application/commitment of funds. Attach a detailed project pro forma that includes the development budget with sources and uses of funds, the operating budget and a minimum 15-year cash flow projection.

b. For proposed homeownership projects: Describe the proposed sale price by size of unit, market value, down payment assistance, estimated range of family incomes expected to be served, and all other relevant underwriting assumptions, including any inclusionary housing. Specify what other funds are proposed for the project and the status of each application/commitment of funds. Attach a detailed project pro forma that includes the sources and uses of funds for the project.

Application Certification:

Applicant hereby certifies with respect to this application and the project for which Story County Housing Trust assistance is requested as follows:

- All information and representations contained in this application and the attachments hereto are true and accurate.
- Applicant will comply with all applicable federal, state, and local laws and regulations in completing and operating the program, including, without limitation, local zoning laws, zoning codes, and Fair Housing Laws.
- Applicant certifies that the funds requested will be used by the applicant only for eligible costs associated with the program.
- Applicant has the ability and capacity to implement the program and has duly committed its own funds to the project, if applicable, as described in the application.
- Applicant (if other than a political subdivision or governmental agency) hereby gives permission to Story County Housing Trust to research applicant's history, make credit checks, contact applicant's financial institution, and perform other related activities necessary for the reasonable evaluation of this application.
- Applicant certifies that they understand that the NOFA, all its requirements, and this application will be incorporated into the Funding Agreement, if approved.
- Applicant understands that information submitted to Story County Housing Trust relating to this application may be public information.
- If submitting for an owner-occupied program, applicant agrees to follow the SCHAT Owner-Occupied Repair Guidelines as outlined [here](#).

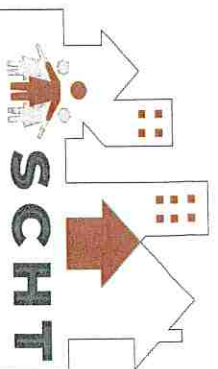
Applicant Organization: _____

Applicant Name: _____

Applicant Signature: _____

Story County Housing Trust

FY 2023 Annual Report



Mission

The Story County Housing Trust (SCHT) is a 501(c)3 organization designated as a Local Housing Trust Fund by the Iowa Finance Authority. Formed in 2017, the goal of the SCHT is to improve affordable housing in Story County.

The Story County Housing Trust builds partnerships with many different groups and leaders in Story County to help accomplish the goal of supporting and creating affordable housing. In FY23 the SCHT awarded funds to the following organizations to forward affordable housing in Story County:

Owner-Occupied Rehabilitation Grantees

- City of Collins
- City of Maxwell
- City of Gilbert
- City of Roland
- Trinity United Methodist, Hands Serving Others

Rental & Shelter Grantees

- ACCESS
- The Salvation Army
- Good Neighbor
- YSS

How We Operate

In FY23 the Story County Housing Trust looked for new collaborative housing initiatives. Of note, the SCHT committed \$100,000 towards a future emergency shelter project. This project, spearheaded by Story County ASSET, will bring much-needed services to Story County. The SCHT plans to continue to work with Story County ASSET and other organizations and entities to improve housing in Story County.

New in FY23

In FY23 the SCHT received its largest award to date from the Iowa Finance Authority. The award dedicates more than \$313,000 for affordable housing in Story County. One challenge with the larger award is the increase to the local match requirement. The SCHT is now required to raise more than \$73,000 in local funds. The result will be an investment of more than \$386,000 in affordable housing for Story County. The SCHT is very appreciative of the local support provided by the community.

In FY23 the SCHT worked hard to find a lot for a Homes For Iowa house. The board offered multiple RFPs to find a community partner. In the end, the SCHT has identified two great locations for new homes, one in Nevada and one in McCallsburg. The SCHT is delighted to move this ARPA funded project forward.

Housing Investment By the SCHT FY18-FY23

SCHT Investment by Income

\$585,584.38



\$318,428.06

Less than 30% AMI ■ Between 30% & 80% AMI

SCHT Investment by Project Type

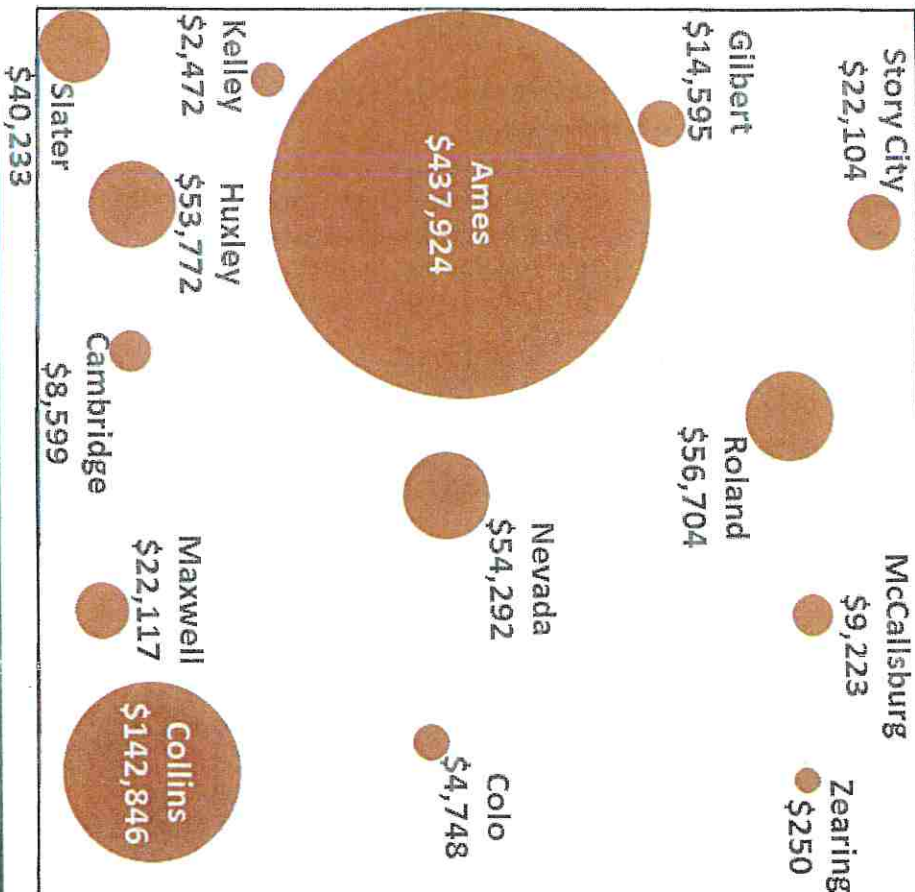
\$523,293.66



\$380,718.78

■ Homeowner Units ■ Rental or Shelter Units

SCHT Investment by City



SCHT
Households
Assisted

91

Owner-Occupied
Households Assisted

405

Rental
Households Assisted

496

Total
Households Assisted

Contact

Lucas Young, Program Administrator

lyoung@midlowaplaning.org 515-334-0075

storycountyht.org

Local Dollars invested: **\$213,579**
State HTF Dollars invested: **+ \$700,415**
Total investment: **\$913,994**

Between FY18 & FY23 every local dollar invested in the Story County Housing Trust has leveraged more than \$4.27 in state funds for Story County housing efforts.

Date: January 22, 2024

COUNCIL ACTION FORM

Agenda Item: Consideration of Purchase of Electric Utility Vehicle for Parks and Recreation

History:

We are nearing completion of the Field House and have moved our offices and operations to the building. As part of this process, we have planned to get rid of a Dodge Dakota pickup that Sarah drives and replace it with an electric utility vehicle (golf cart size) with a small cargo box on it. This will allow for moving supplies and equipment throughout SCORE for programs and events without using a truck and can be stored in the Field House when not in use.

The truck will be moved to the Parks Maintenance Shop allowing us to get rid of an existing truck that needs to be replaced due to age and condition.

When we started this process, we looked at and test drove several units to see what met our needs the best. We quickly discovered that the electric John Deere Gator and electric Toro Workman were not going to work. They were simply too big and cost was outside of our budget. The other units that are built on a golf cart frame is what we feel works the best. We looked at 3 different models and received quotes for each.

Quotes

The following quotes include utility cart with cargo box, top, charging equipment, and necessary lights.

- NB Golf Cars, Des Moines, IA: \$9,323.80 (Club Car)
- Golf Cars of Iowa, Pleasant Hill, IA: \$9,700.00 (EZ-GO)
- Twin Anchors RV, Colo, IA: No Response

Options:

1. Accept the quote from NB Golf Cars at a cost of \$9,323.80.
2. Attempt to do further research for additional options.
3. Reject all quotes and do nothing at this time.

Recommendation:

- Park Board and staff recommends that the City Council accept Option 1. Accept the quote from NB Golf Cars, Des Moines: \$9,323.80

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

Tim,

Attached is the pricing for the Carryall 100 with the taillights added to the vehicle. We will need to order and install the kit, this is an aftermarket option.

This quote shows an folded down rear seat in the quote, it will not come with that option. IT will have the cargo box option.

Kevin

PS-Let Mike and I know if you want to place the order. Mike will need to order the parts from Club Car

Kevin Drew
Commercial Sales
NB Golf Cars, LLC
(515) 264-1661 W
(515) 661-8774 C
kevind@nbgolfcars.com
www.nbgolfcars.com



<https://www.youtube.com/watch?v=tin0zauEcV4>


Building and Pricing for the Carryall vehicles is in the link below:

<https://build.clubcar.com/carryall>



2024 Carryall 100

Effective September 1, 2023

Description	Part Number	U.S. Suggested List Price	Sourcewell Contract #122220
CARRYALL 100			
Carryall 100 Electric; 250 amp IC System, 2-wheel brakes	103981101	\$8,389.00	\$7,220.58
STANDARD EQUIPMENT:			
Dark Gray Body Color	Standard	No Charge	No Charge
Gray Bench Seat	102818001	No Charge	No Charge
Cargo Box	103511401	No Charge	No Charge
Extra Traction Tuff Tires - 20x8-8	102818202/802	No Charge	No Charge
Headlights	101828001/47804082001	No Charge	No Charge
Reverse Warning Buzzer	Standard	No Charge	No Charge
Electric Vehicle:			
8-volt Batteries	103950001	No Charge	No Charge
Charger with Std Cord Length: 9' DC/ 0' AC	103717001	No Charge	No Charge
REQUIRED OPTIONS			
Body Color:			
Dark Gray Cowl, Electric	103837007	No Charge	No Charge
Red Cowl, Electric	103937001	No Charge	No Charge
Dark Green Cowl, Electric	103937002	No Charge	No Charge
Black Cowl, Electric	103937005	No Charge	No Charge
White Cowl, Electric	103837008	No Charge	No Charge
Belge Cowl, Electric	103837009	No Charge	No Charge
Rear Car Options:			
Cargo Box Option	103511401	No Charge	No Charge
Lighting Packages:			
Standard Lighting Package, Electric	47584082002	\$363.00	\$317.70
*Deluxe Lighting Package with Fold Down Seat, Electric (Includes Tail Light 47584080001)	47584082003 / 47584080001	\$490.00	\$441.00
Required Options for Electric Vehicles:			
Batteries:			
8-Volt Batteries with Single Point Watering System	103850002	\$247.00	\$222.30
Single Point Watering System Accessories:			
Hand Pump for Single Point System (order one for non-fleet/individual)	104008101	\$80.00	\$72.00
Chargers:			
9' Half Charger with 9' Cord (Charger to Car)	105182401	No Charge	No Charge
Charger Cords:			
AC Charger Cord 8 ft Standard (Charger to Wall)	105174801	No Charge	No Charge
DC/DC Converter			
Voltage Limiter	47584080002	No Charge	No Charge
Required Options for Gas Vehicles:			
Standard Transaxle	105064001	No Charge	No Charge
ACCESSORIES			
Add the accessory pricing below to the price of the standard vehicle, FOB Augusta, GA. All prices are applicable only to accessories purchased and shipped with new vehicle orders. Prices do not include installation at the factory. Part numbers preceded with SVP are subject to change without notice. Please refer to Custom Solutions price list for the most up to date pricing.			
Other Accessories:			
Hinged Windshield	105077001	\$154.00	\$135.60
Cargo Top Kit, Black	102824001	\$392.00	\$328.80
Subtotal		\$10,082.00	\$8,737.98
Freight Augusta GA to Des Moines, IA		\$435.84	\$435.84
Set Up and Installation		\$150.00	\$150.00
Tax 7%		Exempt	Exempt
Total Due On Delivery - CC is slated to build it 12/02/2023/ ETA to IA 12/31/2023		\$10,667.84	\$9,323.60
			
The company reserves the right to make design changes in its products without obligation to make these changes on units previously sold. Pricing to FOB Augusta, GA, does not include crating charges and is subject to change without notice. All orders are subject to acceptance by Club Car LLC.			
Post Office Box 20458 Augusta, Georgia 30617-4558 Telephone: (706) 883-3200 Fax: (706) 880-7331			

CARRYALL 100

Club Car

**RELIABLE
TRANSPORTATION,
COMPACT SIZE**

Get everybody where they need to go without a hitch. Powerful and versatile, the Carryall 100 features a small frame with full-size performance, perfect for security, parking, or other everyday tasks where easy mobility is key.



CARRYALL

IR Ingersoll Rand

CARRYALL 100

TAKE ON TIGHT CORNERS

Easy steering gives you flawless navigation through tight spaces when it matters most.



Max Speed 17 mph
Max Vehicle Capacity 800 lbs
Horsepower 14 hp (gasoline)
3.3 hp (electric)

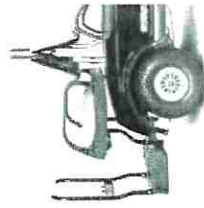


OPTIONS & ACCESSORIES

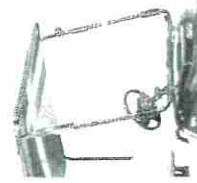
Ask your Club Car sales representative for details.



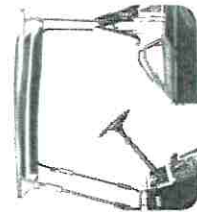
Brush Guard



Fold-Down Seat



Windshield



Canopy



White

Beige

Dark Gray

Dark Green

Titanium



Black

Classic Blue

Bright Blue

Red

Colors may vary by product

CARRYALL 100



GASOLINE



ELECTRIC

ENGINE	Kohler EFI, 4-cycle Gas	48v-volt DC
HORSEPOWER	14 hp (10.3 kW) rated @ 3600 RPM per SAE J1940	3.3 hp (2.4 kW) rated, peak 13 hp (9.6 kW)
GOVERNOR/GUARD	Ground speed	N/A
BATTERIES	12-volt 500 CCA 105 min reserve	500 amp, 12-volt (2 per front seat)
CHARGER	N/A	ERIC Smart Charger (656 w high frequency)
STEERING	Self-adjusting rack and pinion	Self-adjusting rack and pinion
FRONT SUSPENSION	Independent leaf spring with dual hydraulic shocks	Independent leaf spring with dual hydraulic shocks
BRAKES	Rear-wheel self-adjusting mechanical drum	Rear-wheel self-adjusting mechanical drum
PARK BRAKE	Foot operated, multi-lock	Foot operated, multi-lock
BODY AND FINISH	ABS with automotive paint, automatic application finish	ABS with automotive paint, automatic application finish
TIRES	20 x 10-6 4-ply/650d, all-terrain II	20 x 10-6 4-ply rated, all-terrain II
BED L x W x H	27.5 x 43.5 x 11 in (69 x 111 x 28 cm)	27.5 x 43.5 x 11 in (69 x 111 x 28 cm)
WHEELBASE	65 in (165 cm)	65 in (165 cm)
GROUND CLEARANCE	5.5 in (14 cm)	5.5 in (14 cm)
FUEL TANK CAPACITY	5.5 gal (20.9 L)	N/A
CURB WEIGHT	663 lb (302 kg)	580 lb (264 kg)
SPEED RANGE	15-17 mph (24-27 km/h)	5-17 mph (8-27 km/h)
LIMITED WARRANTY	3 yr/3000 hr limited powertrain 1 yr limited commercial	4 yr limited battery 1 yr limited commercial

Golf Cars of Iowa
5181 Maple Dr.
Pleasant Hill, Iowa 50327
515-266-4653
Fax 515-266-6288

1-3-24

City of Nevada

Director of Parks and Recreation
Att. Tim Hansen 825 15th Street
Nevada, IA 50201
515-382-4352
thansen@cityofnevadaiaowa.org

New Quote

2024 EZGO Valor with Utility Box \$9,450
Top n/c
Headlights, Taillights, Brake Lights, Horn, Charger and Battery Gauge n/c
Turn Signal Kit \$250

Free Delivery

Total \$9,700

Thanks for your consideration, please let us know if you have any questions.

Cole Henry

LIVE LARGER



VALOR®



INTELLIBRAKE™
TECHNOLOGY

AUTOMOTIVE-STYLE
PEDALS

INDEPENDENT FRONT
SUSPENSION

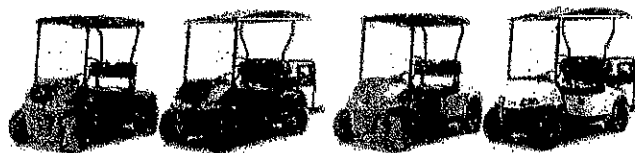
VALOR®

BOLD, BRAVE, AND BUILT FOR YOU.

The all-new E-Z-GO® Valor provides a stylish design, comfort, and functionality while offering the opportunity to customize your vehicle to fit your unique lifestyle. Powered by 48V AC electric drivetrain or EX1 closed-loop EFI gas engine, the Valor has the power to get you where you need to go and experience the world with the heightened luxury you deserve.

KEY FEATURES

- 48V AC Powertrain or EX1 Closed-Loop EFI Gas Engine
- IntelliBrake™ Technology with Automatic Parking Brake (Electric Only)
- Automotive-Style Pedals
- Premium Steering Wheel
- Standard LED Headlights and Taillights
- Independent Front Suspension
- 20" Turf Tires
- State of Charge Meter (Electric Only)



DIMENSIONS	ELECTRIC		EX1	
	VALOR 2	VALOR 4	VALOR 2	VALOR 4
OVERALL LENGTH	94.5 (240 cm)	105.5 in (268 cm)	94.5 (240 cm)	105.5 in (268 cm)
OVERALL WIDTH		47.0 in (119 cm)		
OVERALL HEIGHT (W/O ROOF)	47.5 (121 cm)	47.6 in (120.9 cm)	48.5 (124 cm)	49 in (125 cm)
OVERALL HEIGHT (W/ ROOF)	70 (178 cm)	67.6 in (171.7 cm)	71 (181 cm)	76 in (193 cm)
WHEEL BASE		65.7 (167 cm)		
FRONT WHEEL TRACK		35.5 (90 cm)		
REAR WHEEL TRACK		38 (97 cm)		
GROUND CLEARANCE @ DIFFERENTIAL	4.5 in (11 cm)		4 (10 cm)	
POWER				
MOTOR TYPE	48 Volt AC		Single Cylinder OHV, 4 Cycle, 915 cu in (150 cc)	
VALVE TRAIN	N/A		Single Cylinder OHV	
FUEL SYSTEM	N/A		Closed-Loop Electronic Fuel Injection	
HORSEPOWER (KW)	4.4 hp (3.3 Kw) Continuous		11.5 hp (8.5 kW) J1995 Standard	
ELECTRICAL SYSTEM	48 Volt		Brushless DC Internal Starter Generator	
BATTERIES (ATV TYPE)	Four, 12 Volt Lead Acid Deep Cycle		One, 12 Volt Maintenance Free	
KEY OR PEDAL START			Pedal	
AIR CLEANER	N/A		Industrial-Rated Dry Filter	
LUBRICATION	N/A		Pressurized Oil System	
OIL FILTER	N/A		Removable Oil Screen	
COOLING SYSTEM	N/A		Air Cooled	
FUEL CAPACITY	N/A		5.82 Gallon (22.3 L) Tank	
BATTERY CHARGER	48 VDC QE, 120 VAC, UL & CSA		N/A	
SPEED CONTROLLER	250 Amp Solid State Controller		N/A	
DRIVETRAIN	Motor Shaft Direct Drive		Continuously Variable Transmission (CVT)	
TRANSAXLE	Differential with Helical Gears		Differential with Helical Gears	
GEAR SELECTION	Forward-Neutral-Reverse		Forward-Reverse	
REAR AXLE RATIO	16.99:1		11.47:1 (Forward) 14.33:1 (Reverse)	
PERFORMANCE				
SEATING CAPACITY	2 or 4 Passenger			
DRY WEIGHT	635 lbs. (290 kg)	781 lbs. (355 kg)	676 lb (307 kg)	775 lb (352 kg)
CURB WEIGHT	935 lbs. (425 kg)	1136 lbs. (516 kg)	692 lb (314 kg)	791 lb (359 kg)
VEHICLE LOAD CAPACITY	800 lb (363 kg)			
OUTSIDE CLEARANCE CIRCLE	10 ft (5.8 m)			
SPEED (LEVEL GROUND)	19 mph ± 0.5 mph (31 kph ± 0.8 kph)	17 mph ± 0.5 mph (27 kph ± 0.8 kph)	19 mph ± 0.5 mph (31 kph ± 0.8 kph)	
STEERING & SUSPENSION				
STEERING	Double Ended Rack & Pinion			
SUSPENSION	Independent A-Arm Coil Over Shock (Front) Mono-Lead Springs with Hydraulic Shocks (Rear)			
SERVICE BRAKE	Rear Wheel Mechanical Self-Adjusting Drum			
PARKING BRAKE	Self-Compensating, Single Point Engagement			
TIRES	20 x 8 x 10 Turf Tire on Black Wheel			
BODY & CHASSIS				
FRAME	Welded Steel with Powder-Coat Protection			
BODY & FINISH	Injection Molded TPO			
AVAILABLE BODY COLORS	Black, Inferno Red		Platinum, White	
AVAILABLE SEAT COLORS	Stone Beige, Black			



Black



Bright White



Inferno Red



Platinum

Features and specifications of vehicles subject to change without notice. Vehicles as photographed may include options not included on base model.
©2022 Textron Specialized Vehicles Inc. 82414-G13 (Rev. 05/2022)

LIVE LARGER



EZGO.com





Date: January 22, 2024

COUNCIL ACTION FORM

Agenda Item: City/School Facility Use Agreement

History:

The City of Nevada and the Nevada Community School District realize that in order for each of us to conduct our business; we need to utilize each other's facilities from time to time. Because of this need, the City and the School have previously entered into an agreement that generally spells out the responsibilities for the use of each other's facilities. This agreement is to be reviewed annually for any changes or address any issues that have come about during the agreement.

This newly proposed agreement has a few differences from previous one signed in 2017. The agreement is very similar; however, we have made it a little broader to refer to the City in general as opposed to just the Parks and Recreation Department. Also, we have included the tennis courts and the Field House. Gates Hall will now fall under the Schools responsibility. There is still responsibility for each entity to provide all staff necessary to set up, supervise, and tear down for their own events when using the others facilities.

The School District approved this at their November meeting. The Parks and Recreation Board reviewed it at their December meeting and recommends approval of the agreement as proposed. Jordan and I have also reviewed it and recommend approval.

Options:

1. Approve the proposed Facility Use Agreement between the City of Nevada and the Nevada Community School District.
2. Reject proposed agreement and send back for further revision.
3. Reject proposed agreement and do nothing at this time.

Staff Recommendation:

Park Board and staff recommend accepting Option #1: Approve the proposed Facility Use Agreement between the City of Nevada and the Nevada Community School District.

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

**CITY OF NEVADA
&
NEVADA COMMUNITY SCHOOL DISTRICT
FACILITY USE AGREEMENT**

Purpose:

The City of Nevada (the "City") and the Nevada Community School District (the "School") agree that it is in the best interests of the community that they cooperate and mutually provide for the public use of public parks, recreation places, buildings, and other public facilities owned and operated by the City and the School, and to provide for the supervision, instruction, and oversight necessary to carry on public educational and recreational programs and activities.

Agreement:

In consideration of the purpose of this Facility Use Agreement (the "Agreement"), both the City and the School District agree to reciprocal facility usage without fee, and to support the endeavors of each other in good faith by following the general guidelines established as follows:

1. The City and School agree to provide and make available for each other's use public, recreational, athletic, and other facilities each may own from time to time as may be suitable for use by the other in carrying out its educational and recreational programs, trainings, meetings, etc. City facilities available to the School include baseball/softball fields, soccer field(s), Pavilion, shelters, Field House, tennis courts, and other city amenities as needed. School facilities available to the City include gymnasiums, safe room, wrestling rooms, commons areas, indoor track area, outdoor track/football field, and other district amenities as needed.
2. It is generally understood that each organization will receive priority scheduling at their facilities. In addition, the High School will also receive priority scheduling at Harv Bainter Soccer Field at SCORE, but will coordinate with the City and Nevada Soccer Club to accommodate outside use requests. City departments will receive second priority scheduling at school facilities once all school activities have been initially scheduled. In the event that there is a cancellation, the organization cancelling will notify the other as soon as possible.
3. All facility requests and communications will take place between the various City departments and the School Activity Office(s).
4. The City and the School agree that when an event has been scheduled by the other, that every effort will be made to accommodate that event without cancellation or bumping. If a cancellation, conflict, or bump occurs, both parties will work cooperatively and in a timely fashion to find an alternative solution or a date/time to accommodate a make-up.
5. In the event that classes are let out early due to weather, the City agrees that no evening activities will be held in the School's facilities. In the event that classes are cancelled at the beginning of a school day due to weather, the City will have the option to still hold evening activities if weather permits.
6. In the event that heavy rains or snow may expose an athletic field to excessive wear/damage or make it unplayable, representatives from both the City and the School will meet to determine a course of action.

7. The party using the facilities of the other shall promptly clean-up and restore the facilities that are used to the general condition they were in prior to such use, except that such clean-up shall not include the need to provide janitorial services or supplies.
8. Both parties agree that for those locations where storage is made available for the purpose of storing equipment, supplies, etc. for a program, that those areas will be kept organized and picked up.
9. The party using the facilities of the other shall provide its own staff, facilitators, referees, chaperones, and other personnel needed to conduct its activity.
10. In the event that an activity is cancelled at the facility of the other, proper notification will be given to the other as soon as possible using phone, email, and/or text messaging.
11. Since no damage deposits are collected, any costs incurred to repair damages to a facility as a direct result of the other parties use, will be billed back to that organization for immediate reimbursement.
12. The City and School shall each provide a list of employees with contact numbers that on-site supervisors can use in the case of an emergency.

This Agreement will be reviewed by the Superintendent of Schools, School Activity Director, City Administrator, Parks and Recreation Director and associated boards in June of each year to evaluate its effectiveness and determine any necessary changes to the agreement.

Either party can terminate this agreement with 30 days notice to the other party.

The undersigned as representatives of their respective organizations and with the approval of the Nevada School Board and the Nevada City Council agree to the terms/conditions as set out in this Agreement.



Superintendent, Nevada Community Schools

Date

City Administrator, City of Nevada

Date

Item # 7F
Date: 1-22-23

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the _____ Council Agenda

Business Name Sundown Liquor Phone Number _____

Address 731 Lincoln Hwy

Manager's Name _____ Phone Number _____

Address _____

Owners Name _____ Phone Number _____

Address _____

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

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

1/16/24
Date

[Signature]
FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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

all orders from previous insp. met.



State of Iowa

Alcoholic Beverages Division

App 192508

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
GA LLC	Sundown Liquor & Groceries	(515) 686-0897		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
731 West Lincoln Highway		Nevada	Story	50201
MAILING ADDRESS	CITY	STATE	ZIP	
125 6th Street	Ames	Iowa	50010	

Contact Person

NAME	PHONE	EMAIL
Adil Rasool	(515) 686-0897	adilrasoolb@icloud.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Class E Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Jan 15, 2024	Jan 14, 2025	

SUB-PERMITS

Class E Retail Alcohol License

PRIVILEGES



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
GULNAZ AHMED	Ames	Iowa	50014	Owner	50.00	Yes
Adil Rasool Butt	Ames	Iowa	50014	Owner	50.00	No

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

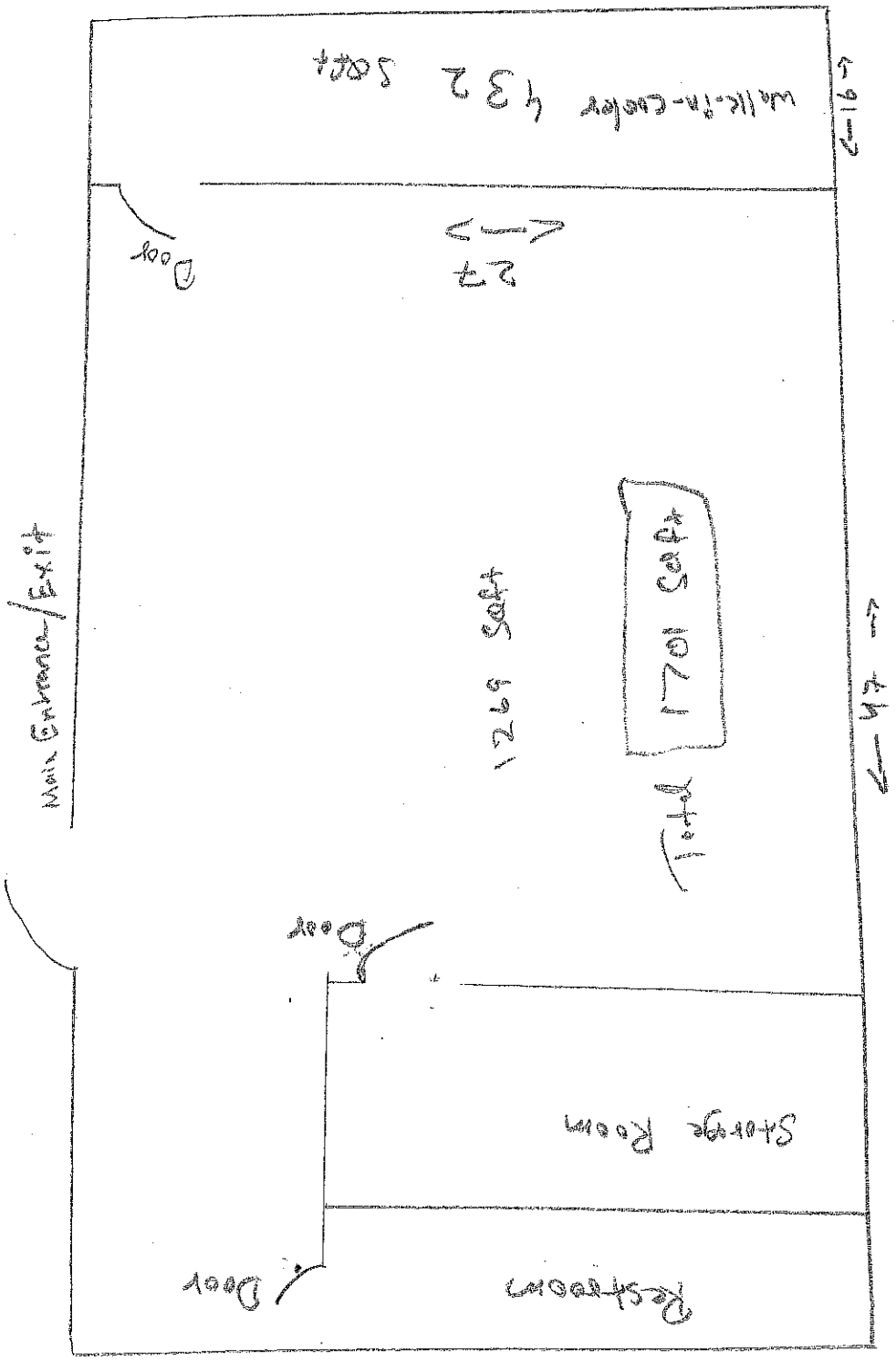
OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

731- Lincoln Highway, Nevada. 10019



Item # 76
Date: 1-22-23

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the _____ Council Agenda

Business Name Hopstop Liquor Phone Number _____

Address 136 ~~X~~ Lincoln Hwy

Manager's Name _____ Phone Number _____

Address _____

Owners Name _____ Phone Number _____

Address _____

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

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

1/16/24
Date

[Signature]
FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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

all fire orders from previous inspections met



State of Iowa

Alcoholic Beverages Division

App 192509

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
GA LLC	Hopstop Liquor & Groceries	(515) 686-0897		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
136 West Lincoln Highway		Nevada	Story	50201
MAILING ADDRESS	CITY	STATE	ZIP	
125 6th Street	Ames	Iowa	50010	

Contact Person

NAME	PHONE	EMAIL
Adil Rasool	(515) 686-0897	adilrasoolb@icloud.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Class E Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Jan 15, 2024	Jan 14, 2025	

SUB-PERMITTS

Class E Retail Alcohol License

PRIVILEGES



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
GULNAZ AHMED	Ames	Iowa	50014	Owner	50.00	Yes
Adil Rasool Butt	Ames	Iowa	50014	Owner	50.00	No

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

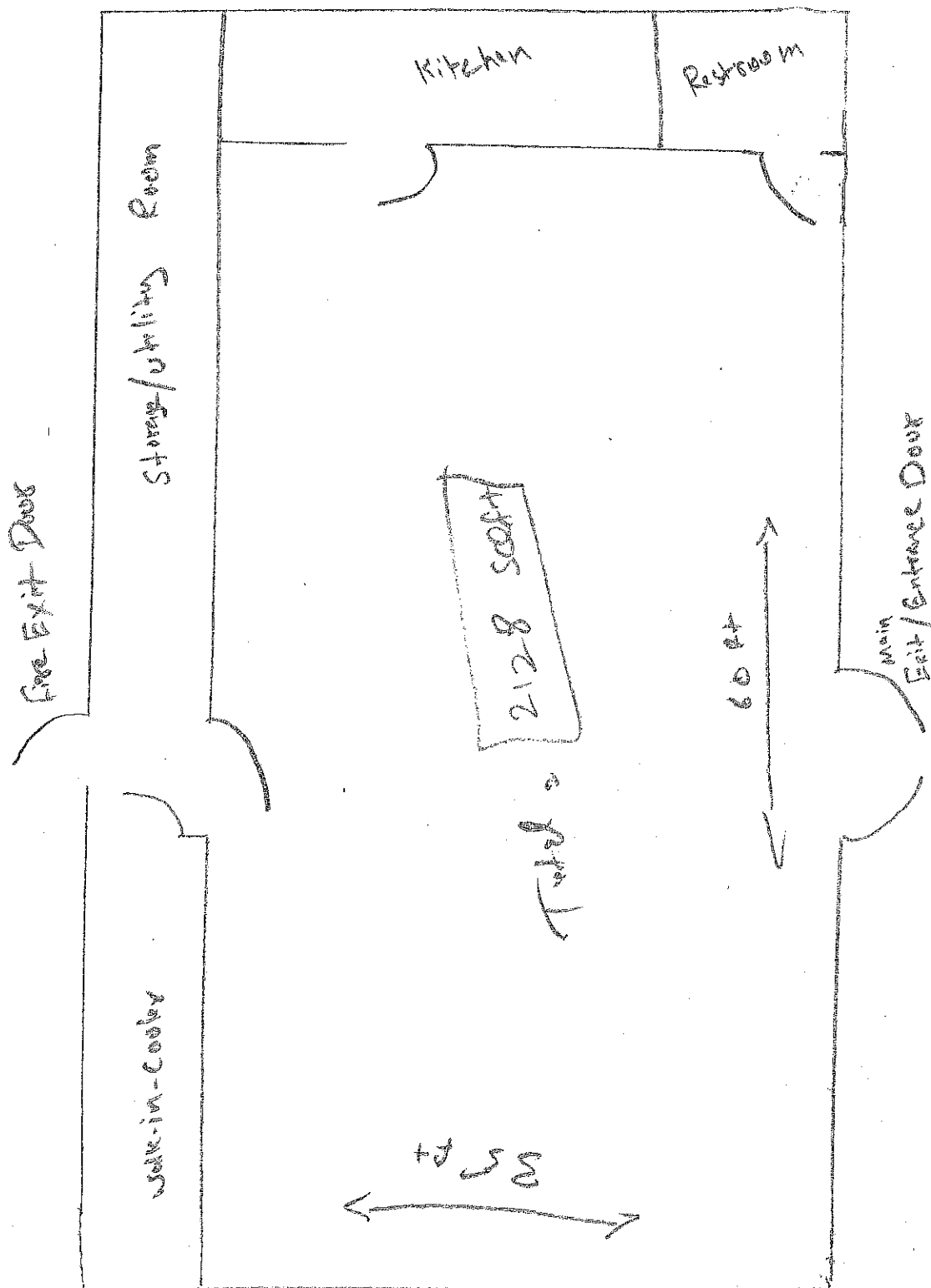
OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



136 Lincoln Highway, Nevada, 1044.

N

**Iowa Retail Permit Application
for Cigarette/Tobacco/Nicotine/Vapor**
tax.iowa.gov

Instructions on the reverse side

For period (MM/DD/YYYY) 1 + 9 + 2024 through June 30, 2024

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade name/Doing business as: Sundown Liquor & Groceries
Physical location address: 731 Lincoln Highway City: Nevada ZIP: 50201
Mailing address: 125 6th St City: Ames State: Iowa ZIP: 50010
Business phone number: _____

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐
Name of sole proprietor, partnership, corporation, LLC, or LLP GIA LLC
Mailing address: 125 6th St City: Ames State: Iowa ZIP: 50010
Phone number: 515-686-0897 Fax number: _____ Email: adil.Rasooli@icloud.com

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒
Types of Products Sold: (Check all that apply)
Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐
Has vending machine that assembles cigarettes ☐ Other ☐

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print): Adil Rasooli Name (please print): _____
Signature: [Signature] Signature: _____
Date: 12-18-2023 Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: 37.50
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New ☐ Renewal ☐

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Item # 7H2
Date: 1-22-23

Iowa Department of
REVENUE

Iowa Retail Permit Application
for Cigarette/Tobacco/Nicotine/Vapor
tax.iowa.gov

Instructions on the reverse side

For period (MM/DD/YYYY) 1 / 9 / 2024 through June 30, 2024

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade name/Doing business as: HopSTOP LIQUOR & GROCERIES
Physical location address: 136 Lincoln Highway City: Nevada ZIP: 50201
Mailing address: 125 6th St City: Ames State: Iowa ZIP: 50010
Business phone number: _____

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐
Name of sole proprietor, partnership, corporation, LLC, or LLP GA LLC
Mailing address: 125 6th St City: Ames State: Iowa ZIP: 50010
Phone number: 515-686-0897 Fax number: _____ Email: ADILRASOOLB@icloud.com

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒
Types of Products Sold: (Check all that apply)
Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒
Type of Establishment: (Select the option that best describes the establishment)
Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐
Has vending machine that assembles cigarettes ☐ Other ☐ _____

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print): Adil Rasool Name (please print): _____
Signature: [Signature] Signature: _____
Date: 12-18-2023 Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: 37.50
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New ☐ Renewal ☐

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: lapledge@iowaabd.com
- Fax: 515-281-7375

City Administrators Report

January 17, 2024

ROW Trees

Still working on this program, I think it will be great for the community to add more trees. I fear we have more trees that could be affected coming down the pipeline so it will be nice to provide some variety. There are grants available for tree planting available. The one I am currently looking into would be for highway plantings so my thought would be along Lincoln Highway. This would be a nice look for one of our major trafficked areas in town. This also may provide some protection against gusts of snow on windier days on the west side where we seem to have this issue.

T-Mobile

The company reached out to talk with us about the Internet. Since we are happy with our current service, we would not need that part of their service. They do, however, have geotabs available for vehicles, so this is something I am interested in. I have talked about this in the past but geotabs would allow us to monitor our vehicles which would be more effective for tracking maintenance and issues with our vehicles. In the end, it would help with pro-longing our vehicles to save money long term by training us on what we can do better with our vehicles.

County Funds

This is on the agenda; these funds will go towards the sewer updates to add an extension from our main on 11th Street to provide these services to the houses planning on being built off of 10th and D.

Trailside plans

We have received initial plans for this project, this is the project we will be using county funds from ARPA. NEDC plans on deeding back the alley to the city. I would like to plan on creating a trail connection from 8th to 11th Street. This would allow another connection to our trails and would eliminate one of the few gaps we have.

WWTP

Have been meeting with groups from both phases of the project. Sounds like they are making progress on the lift station and have agreed to our terms relating to fixing the issues they've had. There is a memo from HRGreen going through all of this. Michael Roth will also be providing information letting you know that on part of this project because of the issues, we will need to amend the contract to add additional funds to it but we will be able to recoup this through liquidated damages which are mentioned in his memo.

Capstone Group

The group has a meeting with the County Assessor on the 22nd to finalize more details regarding the project. They still need to separate the building into separate parcels to start working on the southwest portion. We are waiting to hear back from them on this but I am sure they are waiting for their meeting with the assessor.

Annexation West

Annexation went through the City Development board and was approved. We are in the 30-day waiting period currently. Should be in our city limits around February 12.

Underground Storage Tanks

Received information back from Erin on this and she was able to find something in Oskaloosa's code relating to underground tanks so I plan on utilizing those to add to our codes.

Fieldhouse

The courts are finished and being cleaned. They are currently working on the track and finishing this up, I believe they should be finished on this next week and then they will start working on the turf. HPC is working on the punch list. Parks and Rec are getting the chairs and bleachers set up and will be having our first basketball practice there tonight (Thursday).

Housing Rehab:

Have been going back and forth about this but after discussing with Kerin, she thinks it would make sense for the city to just run this program since there are a lot of things in the contract the city would have to do anyway. We will have to do inspections, issue the checks as well as put liens on the property so with all of this, it would make sense. We still plan on asking for 80k from SCHAT but will only match 10k now. In talking with Brenda, she believes this is more than enough to match.

Street Improvements:

This is a reminder we will have a public meeting regarding the street projects on February 1st at 6:30 to share the plans as well as listen to any questions or concerns citizens have for the project surrounding the elementary school.

AK Systems Solutions:

They have signed the document but we need to have Dorsey and Whitney review it as they have made edits to it. I have reached out to them to get a date on the calendar to talk with them. Hopefully, we will have this complete for the council to review next council meeting.

Economic Outlook breakfast

Went to the meeting and listened to Dr. Kanlaya Barr, Director of Economics for John Deere. She was very informational and spoke about the state of the economy and trends.

UPDATES:

Still having meetings with Burke regarding the pre-treatment agreement. I feel we are making great strides and have three drafted documents sent to them, we have another meeting next week.

MONTHLY/WEEKLY STANDING MEETINGS

AEDC

Rotary

NEDC Exec

IAMU



STAFF MEETING AGENDA

Next Meeting

January 29, 2024

January 2024

TO: City Council

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

I have included a rezoning request for 115 W Lincoln Hwy.

The Verbio Annexation was approved by the City Development Board.

I will be submitting an action form for a new platform to run permit software and rentals on the February Council Meeting.

I will be making adjustments to the Building and Zoning Fee appendix.

Respectfully,

Ryan Hutton
Building and Zoning Official