

PUBLIC NOTICE

There will be a work session of the Nevada City Council held on Monday, April 28, 2025 at 5:45 p.m. directly prior to the regular City Council meeting in the Council Chambers of City Hall, Nevada, Iowa, 1209 6th Street.

The Nevada City Council will have a work session regarding a run through with Saltech. No action of the Council will occur at the session. Please see below for zoom information. The regular scheduled council meeting will open directly following the work session.

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, April 28, 2025***



AGENDA

REGULAR MEETING OF THE NEVADA CITY COUNCIL

MONDAY, APRIL 28, 2025 – 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, April 28, 2025***

Y10043

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. PUBLIC HEARING(S)
 - A. Capital Improvement Plan Fiscal Year 2025/2026
 1. Public Hearing
 2. Resolution No. 084 (2024/2025): A Resolution Adopting the Fiscal Year 2025/2026 Capital Improvements Program
 - B. Nevada Urban Revitalization Area
 1. Public Hearing on a proposed amendment to the Nevada Urban Revitalization Area
 2. Resolution No. 085 (2024/2025): A Resolution Adopting Amendment to the Plan for the Nevada Urban Revitalization Area
5. Approval of CONSENT AGENDA (Any item on the Consent Agenda may be removed for separate consideration.)
 - A. Approve Minutes of the Special Meeting held on April 9, 2025
 - B. Approve Minutes of the Regular Meeting held on April 14, 2025
 - C. Approve Payment of Cash Disbursements, including Check Numbers 88156-88239 and Electronic Numbers 1891-1903 (Inclusive) Totaling \$440,835.83 (See attached list) and the Sam's Club Card Purchases for the April 22, 2025 Statement, total \$1,123.67
 - D. Approve Financial Reports for Month of March, 2025
 - E. Schedule Public Hearing for Fiscal Year 2024/2025 Budget Amendment #1 for May 12, 2025 and Authorize Publication
 - F. Approve Public Arts Advisory Commission Grant Application
 - G. Firefighters Bronzon Mason and Douglas Burton
6. PUBLIC FORUM: Time set aside for comments from the public on topics of City business other than those listed on the agenda – no action may be taken. (Please keep your comments to five minutes or less.) This is an opportunity for members of the audience to bring to the Council's attention any item not listed on the agenda. Comments are limited to five (5) minutes per citizen, and the City will notify citizens when their time has expired. Speakers may not yield their times to others, and as a general rule this is not a time for exchange of questions. The Mayor has the authority to reduce the time allowed for comment in accordance with the number of persons present and signed up to speak.
 - A. Proclamation for National Volunteer Week
 - B. Main Street Nevada Director to recognize Volunteers
 - C. FY26 Human Services Funding Round - Brenda Dryer
7. OLD BUSINESS
 - A. Ordinance No. 1064 (2024/2025): An Ordinance Amending the Zoning Map of the City of Nevada, Iowa by Rezoning the Property at 630 6th Street, from R-3 (Urban Family Dwelling District) to R-4 (Multiple Family Dwelling District), second reading

8. NEW BUSINESS

- A. Resolution No. 086 (2024/2025): A Resolution Approving the Contract between Iowa Economic Development Authority and the City of Nevada for the Award of Community Development Block Grant Program, 25-DTR-004

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

10. ADJOURN

The agenda was posted on the official bulletin board on April 24, 2025, in compliance with the requirements of the open meetings law.

Posted _____

E-Mailed _____

F:\OFFICE\COUNCIL\AGENDAS-COUNCIL\2024-2025\2025-04-28.DOC



**MEMO FOR
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, APRIL 28, 2025 – 6:00 P.M.**

8. OLD BUSINESS

- A. Ordinance No. 1064 (2024/2025): An Ordinance Amending the Zoning Map of the City of Nevada, Iowa by Rezoning the Property at 630 6th Street, from R-3 (Urban Family Dwelling District) to R-4 (Multiple Family Dwelling District), second reading
Enclosed you shall find the second reading for the rezoning of 630 6th Street.

9. NEW BUSINESS

- A. Resolution No. 086 (2024/2025): A Resolution Approving the Contract between Iowa Economic Development Authority and the City of Nevada for the Award of Community Development Block Grant Program, 25-DTR-004
Enclosed you shall find the resolution approving the contract with IEDA regarding the CDBG Downtown Facade.

CAPITAL IMPROVEMENT PROGRAM, FY24/25 through FY29/30

CITY OF NEVADA, IA

W:\Office\Finance\BUDGET\2025-2026\CIP

12/6/2024

Project	Funding	2024-25	2025-2026	2026-2027	2027-28	2028-29	2029-30	12/6/2024
Street Projects								Unscheduled
Bridge Approach & Intakes E Ave	RUT	\$16,000	\$156,000					
#1 LHW Reconst, 1st St to 5th (3 parts)	TIF/GO			\$175,000	\$1,750,000			
#2 LHW Reconst, 7th St to 15th	TIF/GO							
#3 LHW Reconst, 1st St-Bridge, 15-19St	TIF/GO						\$200,000	\$2,000,000
I & H Ave/9th Street, Total Recon	RESV	\$1,250,000						\$4,040,000
G & F Ave (10th to 6th) HMA Overlay	RESV	\$1,300,000						
E(8-11th)&N(5-8th) - Overlay	GF/RUT Resv		\$1,000,000					\$3,000,000
600th Ave Overlay	STP							\$1,000,000
US 30 Interchange, W18th, Add'l roads	GO/STP				\$350,000	\$3,500,000		
<i>Total Streets - RUT/GF RESRV</i>		\$2,566,000	\$156,000					
<i>Total Streets - GO/TIF Funding</i>		\$0	\$1,000,000	\$175,000	\$2,100,000	\$3,500,000	\$200,000	\$6,040,000
Project	Funding	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	Unscheduled
Sewer and Wastewater Projects								
WWTP reserve, (transfer to WWCF)	O/M	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
WWTP, Plant build, then decommission old	REV SRF	\$2,000,000	\$250,000	\$2,500,000				\$0
I Ave & 9th St, 3 blocks	O&M	\$300,000						
SE lining CIPP/manhole rehab-17-18 blcks	GO/OM				\$440,000			
#1 LHW Reconst, - 1st St. to 3rd st	O/M			\$20,600	\$206,250			
#2LHW Reconst, - 11th to 14th	O/M						\$35,000	\$350,000
Public Infrastructure for Nevada Dev LLC	ARPE/TI	\$500,000	\$500,000	\$500,000				
<i>Total Wastewater GO/TIF</i>		\$500,000	\$750,000	\$3,020,600	\$440,000			\$350,000
<i>Total Wastewater REV</i>								\$0
<i>Total Wastewater O/M</i>		\$400,000	\$100,000	\$120,600	\$306,250	\$100,000	\$135,000	\$100,000

Item # 4A
Date: 4-28-25

CAPITAL IMPROVEMENT PROGRAM, FY24/25 through FY29/30

CITY OF NEVADA, IA							12/6/2024
W:\Office\Finance\BUDGET\2025-2026\CIP							
Project	Funding	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Water Projects							
Water Plant Improvements (2027) (xtr to WUPRS)	Wtr OM	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Water Plant Expansion	REV SRF			\$1,300,000	\$13,000,000		
WTR Ties -8th St, linking P Ave. & Q	O/M						\$33,000
WTR main (Adams Cycle N)	O/M			\$ 65,000			
2"4" Wtr Main Replc - 16th, 17th & 18th St., H Ave. to F Ave. 15th-F Ave	O/M			\$ 500,000			
I&H 9th St	O&M	\$320,000					\$420,000
LHW Reconstruction, #1	O/M			\$20,600	\$206,250		\$536,250
LHW Reconstruction, #2	O/M						
LHW Reconstruction # 3	O/M						
<i>Total Water REV DEBT</i>				\$1,300,000	\$13,000,000		
<i>Total Water O/M</i>		\$520,000	\$200,000	\$720,600	\$406,250	\$200,000	\$42,000
Project	Funding	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Storm Sewer Projects							
I Ave-9th St/H Ave-9th to 10th 4 blks	O/M	\$280,000					
G & F Ave (10th to 6th) Storm Box on F	O/M	\$50,000					
15th to 18th/ H Ave to F Ave	Sim O/M			\$250,000			
LHW Reconstruction, #1	O/M			\$17,500	\$175,000		
LHW Reconstruction, #2	O/M						\$38,000
LHW Reconstruction # 3	O/M						\$505,000
SRF Sponsored Project	SRF						
<i>Total Storm Sewer O/M</i>		\$330,000	\$0	\$267,500	\$175,000	\$38,000	\$885,000

CAPITAL IMPROVEMENT PROGRAM, FY24/25 through FY29/30

CITY OF NEVADA, IA

W:\Office\Finance\BUDGET\2025-2026\CIP 12/6/2024

Project	Funding	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	Unschedule
Capital Building Projects								
6th Street Trail Connection	Trail levy/GF		\$250,000					
Splashpad	GF RSV /LOT	\$150,000	\$1,500,000					
19th Street Trail	Trl levy/Gnt	\$1,100,000						
Parks, Replace Playground Equipment	GF/LOT/ Grants		\$50,000		\$50,000		\$50,000	every other
Dog Park	Grants Donations				\$150,000			
<i>Total Capital Building Projects</i>		\$1,250,000	\$1,750,000	\$0	\$200,000		\$50,000	\$0

LOCALiQ

Ames Tribune

PO Box 631851 Cincinnati, OH 45263-1851

AFFIDAVIT OF PUBLICATION

CITY CLERK'S OFFICE
City Of Nevada
1209 6Th ST

Nevada IA 50201-1536

STATE OF WISCONSIN, COUNTY OF BROWN

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

04/17/2025

and that the fees charged are legal.

Sworn to and subscribed before on 04/17/2025

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:	\$13.20	
Tax Amount:	\$0.00	
Payment Cost:	\$13.20	
Order No:	11211246	# of Copies:
Customer No:	842186	0
PO #:	LIOW0274665	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

AMY KOKOTT
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Nevada City Council will hold a Public Hearing on Monday, April 28, 2025 at 6:00 p.m. at the Nevada City Council Chambers, 1209 6th Street, to hear public input on the proposed FY25/26– FY 29/30 Capital Improvement Plan. The meeting may also be held via Zoom if available at:

<https://us02web.zoom.us/j/85159572027?pwd=LzJ0V0F2aEtoOEZxSkY4VGVTdHBpdz09>

If you are unable to attend, written comments may be addressed to the City Clerk, 1209 6th Street, P O Box 530, Nevada, Iowa 50201-0530 and must be received by 4:00 p.m. on April 28, 2025.

Kerin Wright, City Clerk

April 17 2025

LIOW0274665

RESOLUTION NO. 084 (2024/2025)

**A RESOLUTION ADOPTING THE FISCAL YEAR 2025/2026
CAPITAL IMPROVEMENTS PROGRAM**

WHEREAS, the statutes of the State of Iowa provide that the Capital Improvements Program shall be adopted by the Corporate Authorities of the City of Nevada; and

WHEREAS, the City Council of the City of Nevada has held the necessary hearing after having caused to be made the publication and notice required by law; and

WHEREAS, the City Council of the City of Nevada has reviewed the capital improvements program Fiscal Year 2025/2026 as presented by the City staff and to be in the best interest of the City of Nevada; and

NOW THEREFORE BE IT RESOLVED BY THE CITY OF NEVADA CITY COUNCIL, STORY COUNTY, IOWA, that the Fiscal Year 2025/2026 capital improvements program for the City of Nevada, Iowa, on file in the City Clerk's Office, is hereby adopted and approved.

Passed and approved this 28th day of April, 2024, by the City Council of the City of Nevada, Iowa.

Ryan Condon, Mayor

ATTEST:

Kerin Wright, City Clerk

RESOLUTION NO. 085 (2024/2025)

Resolution Adopting Amendment to the Plan for the Nevada Urban Revitalization Area

WHEREAS, pursuant to the provisions of Chapter 404 of the Code of Iowa (the "Code") the City of Nevada, Iowa (the "City"), has designated an area of the City as the Nevada Urban Revitalization Area (the "Urban Revitalization Area") and has adopted an Urban Revitalization Plan (the "Plan") for the governance of projects and initiatives to be undertaken therein; and

WHEREAS, it has been proposed that the Plan be amended to update the available tax exemption schedules for the residential tax classification (multifamily) in the Plan; and

WHEREAS, pursuant to the provisions of the Code, before amending the Plan, the City must prepare an amendment to the Plan, hold a public hearing thereon, and otherwise comply with the procedures set forth therein; and

WHEREAS, an amendment (the "Amendment") to the Plan has been prepared and presented to the City Council for consideration in accordance with the provisions of the Code, said Amendment being in a form and having the contents as set forth in Exhibit A attached hereto and by this reference made a part hereof; and

WHEREAS, pursuant to the provisions of the Code, the City Council has held a public hearing on the Amendment on April 28, 2025;

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

Section 1. The Amendment is hereby adopted in the form attached hereto as Exhibit A.

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

Passed and approved April 28, 2025.

Ryan Condon, Mayor

Attest:

Kerin Wright, City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
STORY COUNTY
CITY OF NEVADA

SS:

I, the undersigned, City Clerk of the City of Nevada, Iowa, do hereby certify that the above and foregoing is a true, correct and complete copy of the minutes of the public hearing on and approval of an amendment to the plan for the Nevada Urban Revitalization Area, including a true and complete copy of the resolution referred to in such minutes.

WITNESS MY HAND this ___ day of _____, 2025.

Kerin Wright, City Clerk

EXHIBIT A
AMENDMENT TO THE URBAN REVITALIZATION PLAN FOR THE NEVADA URBAN
REVITALIZATION AREA

Section K of the Plan is hereby amended to read as follows:

1. Exemptions

Residential Improvements (Single-family/duplexes) The construction of new residential facilities and the rehabilitation of and construction of additions to existing residential facilities.

All qualified real estate assessed as residential property, excluding property classified as residential property under Section 441.21, subsection 14, paragraph "a", subparagraph (6) of the Code of Iowa, is eligible to receive a 100% exemption from taxation for a period of three years on the actual value by the improvements.

Residential Improvements (Multifamily-Triplexes and Quadplexes): The construction of new residential facilities and the rehabilitation of and construction of additions to existing residential facilities if such residential facilities contain three (3) or four (4) separate dwelling units.

All qualified real estate assessed as residential property under Section 441.21, subsection 14, paragraph "a", subparagraph (6) of the Code of Iowa and consisting of three or four separate units is eligible to receive a 100% exemption from taxation for a period of three years on the actual value by the improvements.

Residential Improvements (Multifamily): The construction of new residential facilities and the rehabilitation of and construction of additions to existing residential facilities if such residential facilities contain between (5) and fifty-nine (59) separate dwelling units.

All qualified real estate assessed as residential property under Section 441.21, subsection 14, paragraph "a", subparagraph (6) of the Code of Iowa and consisting of more than four separate units and less than sixty separate units is eligible to receive a partial exemption from taxation for a period of five years, as follows:

For the first year, an exemption from taxation on 75% of the actual value added.

For the second year, an exemption from taxation on 60% of the actual value added.

For the third year, an exemption from taxation on 50% of the actual value added.

For the fourth year, an exemption from taxation on 50% of the actual value added.

For the fifth year, an exemption from taxation on 25% of the actual value added.

Residential Improvements (Multifamily): The construction of new residential facilities if such residential facilities contain sixty (60) or more separate dwelling units.

*All qualified real estate assessed as residential property under Section 441.21, subsection 14, paragraph "a", subparagraph (6) of the Code of Iowa **and consisting of sixty (60) or more separate units** is eligible to receive a partial exemption from taxation for a period of five years, as follows:*

For the first year, an exemption from taxation on 100% of the actual value added.

For the second year, an exemption from taxation on 90% of the actual value added.

For the third year, an exemption from taxation on 80% of the actual value added.

For the fourth year, an exemption from taxation on 70% of the actual value added.

For the fifth year, an exemption from taxation on 60% of the actual value added.

For the first year, an exemption from taxation on 50% of the actual value added.

For the second year, an exemption from taxation on 40% of the actual value added.

For the third year, an exemption from taxation on 30% of the actual value added.

For the fourth year, an exemption from taxation on 20% of the actual value added.

For the fifth year, an exemption from taxation on 10% of the actual value added.

2. School District Taxes Not Exempt: Pursuant to Section 404.3D of the Code of Iowa, exemption from taxation for residential improvements shall not apply to property taxes imposed by a school district.

NEVADA CITY COUNCIL – SPECIAL MEETING WEDNESDAY, APRIL 9, 2025 4:30 P.M.

1. CALL TO ORDER

The City Council of the City of Nevada, Iowa, met for a special meeting in the Council Chambers of Nevada City Hall located at 1209 6th Street, Nevada, Iowa. Mayor Ryan Condon, convened the meeting at 4:30 p.m. on Wednesday, April 9, 2025, 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: Henry Corbin, Dane Neilson, Jason Sampson, Steve Skaggs, Sandy Ehrig, Luke Spence (via zoom). Absent: None.

Staff Present: Erin Clanton, Jordan Cook, Kerin Wright

Also in attendance were: Andy Kelly, Mike Neal, Mike Potter, Shane Heintz, Zach Landhuis

3. APPROVAL OF AGENDA

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

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

At 4:32 p.m. Motion by Dane Neilson, seconded by Sandy Ehrig, to **approve going INTO closed session**. After due consideration and discussion the roll was called. Aye: Neilson, Ehrig, Spence, Corbin, Sampson, Skaggs. Nay: None. The Mayor declared the motion carried.

At 5:41 p.m. Motion by Dane Neilson, seconded by Jason Sampson, to **approve going OUT OF closed session**. After due consideration and discussion the roll was called. Aye: Neilson, Sampson, Skaggs, Ehrig, Spence, Corbin. Nay: None. The Mayor declared the motion carried.

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

Motion by Dane Neilson, seconded by Steve Skaggs, to **authorize City Attorney Clanton to draft an amendment to CA Cook's Employment Agreement pursuant to the Closed Session discussion**. After due consideration and discussion the roll was called. Aye:

Nealson, Skaggs, Ehrig, Spence, Corbin, Sampson. Nay: None. The Mayor declared the motion carried.

11. ADJOURNMENT

There being no further business to come before the meeting, motion by Dane Nealson, seconded by Sandy Ehrig, to **adjourn the special meeting**. Following voice vote, the Mayor declared the motion carried at 5:41 p.m. the meeting adjourned.

Ryan Condon, Mayor

ATTEST:

Kerin Wright, City Clerk

Published: _____

Council Approved: _____

NEVADA CITY COUNCIL – MONDAY, APRIL 14, 2025 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 Ryan Condon, convened the meeting at 6:00 p.m. on Monday, April 14, 2025, 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: Luke Spence, Henry Corbin, Dane Nealson, Jason Sampson, Steve Skaggs, Sandy Ehrig. Absent: None.

Staff Present: Erin Clanton, Jordan Cook, Kerin Wright, Erin Mousel, Brandon Mickelson, Ray Reynolds, Tim Hansen, Marlys Barker, Shawn Ludwig, Ryan Hutton, Chris Brandes, Mike Roth, Emily Holm, Kellan Sydnese.

Also in attendance were: Brenda Dryer, Jim & Dorian Myhre, Teresa Wheelock, Denny Howell, Steve Emerson, Dean Rogers, Mike & Jill Post, Jim Samuelson, Monica Buenrostro, Manuel Buenrostro, Kathy Solko, Steve Manternach, Connie Page, Michael Fulker, Gary Luppen, Shane Heintz, Mike Potter, Brandon Koehler, Peyton Klotzbach, Barb Mittman, Sara Clausen, Shannon Andersen, Charlie Good, Scott Henry, Judy Allen, Evie Peterson, Sam Walter, Micah Hayek, Kim Stieler, Josh Wirtz, Matt Rhodes, Phil & Paula Page, Lindsey & Noah Dieters, Roger & Deb Samson, Mike Michaud, Marcia & Neil Rima, Tyler Smith, Brian Tucker, Stephanie McCarty, Amanda Havan, Jane Heintz, Morgan Dalbeck, Terence Beaston, Christa Skaggs, Emily Schaack, Jason Mitchell, Ric Martinez, Melissa Muschick, Joe Anderson, Tom Richards, Andy Kelly, Sue VandeKamp, Ann Patterson, Jeff Harris, Ben DuBois, Laurie Shinn, Larry & Claudia McKim, Patrick Sheets, Derek Thomas, Brian Hanson, Mike Sauer, Ray Beatty.

3. APPROVAL OF AGENDA

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

4. PUBLIC HEARING(S)

A. Rezoning of 630 6th Street

1. Public Hearing –

At 6:01 p.m. Mayor Condon announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **April 3, 2025**. The public hearing is **to rezone the property at 630 6th Street**.

Written objections were included in the packet. In addition, property owners and community members spoke regarding the rezoning of 630 6th Street, both against and in favor. Many items were addressed including parking, the number of units, asbestos removal, the need for additional housing, and the potential benefit to downtown.

Public hearing closed at 7:12 p.m.

2. Ordinance No. 1064 (2024/2025): An Ordinance Amending the Zoning Map of the City of Nevada, Iowa by Rezoning the Property at 630 6th Street, from R-3 (Urban Family Dwelling District) to R-4 (Multiple Family Dwelling District), first reading

Motion by Dane Neilson, seconded by Steve Skaggs, to **approve Ordinance No. 1064 (2024/2025), first reading.** After due consideration and discussion the roll was called. Aye: Neilson, Skaggs, Ehrig, Corbin, Sampson. Nay: Spence. The Mayor declared the motion carried.

B. Fiscal Year 2025/2026 Budget

1. Public Hearing –

At 7:23 p.m. Mayor Condon announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **April 3, 2025.** The public hearing is **for the FY25/26 Budget.**

There were **no written or oral objections** to the aforementioned recommendation. Public hearing closed at 7:23 p.m.

2. Resolution No. 075 (2024/2025): A Resolution Adopting the Fiscal Year 2025/2026 Annual Budget with FY2025/2026 Budget Transfers Worksheet

Motion by Sandy Ehrig, seconded by Henry Corbin, to **adopt Resolution No. 075 (2024/2025).** After due consideration and discussion the roll was called. Aye: Ehrig, Corbin, Neilson, Sampson, Skaggs, Spence. Nay: None. The Mayor declared the motion carried.

C. West Indian Creek (Project A)

1. Public hearing on proposed plans, specifications, form of contract and estimate of cost for the West Indian Creek Project (Project A)

At 7:24 p.m. Mayor Condon announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **April 3, 2025.** The public hearing is **regarding West Indian Creek (Project A), SRF Sponsored Project.**

There were **no written or oral objections** to the aforementioned recommendation. Public hearing closed at 7:24 p.m.

2. Resolution No. 076 (2024/2025): A Resolution finally approving and confirming plans, specifications, form of contract and estimate of cost for the West Indian Creek Project (Project A)

Motion by Steve Skaggs, seconded by Jason Sampson, to **adopt Resolution No. 076 (2024/2025)**. After due consideration and discussion the roll was called. Aye: Skaggs, Sampson, Ehrig, Spence, Corbin, Nealson. Nay: None. The Mayor declared the motion carried.

3. Consideration of bids for the West Indian Creek Project (Project A)
4. Resolution No. 077 (2024/2025): Resolution awarding contract for the West Indian Creek Project (Project A)

Motion by Sandy Ehrig, seconded by Dane Nealson, to **adopt Resolution No. 077 (2024/2025)**. After due consideration and discussion the roll was called. Aye: Ehrig, Nealson, Sampson, Skaggs, Spence, Corbin. Nay: None. The Mayor declared the motion carried.

D. Tributary to Indian Creek (Project B)

1. Public hearing on proposed plans, specifications, form of contract and estimate of cost for the Tributary to West Indian Creek Project (Project B)

At 7:26 p.m. Mayor Condon announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **April 3, 2025**. The public hearing is **regarding Tributary to Indian Creek (Project B), SRF Sponsored Project.**

There were **no written or oral objections** to the aforementioned recommendation. Public hearing closed at 7:26 p.m.

2. Resolution No. 078 (2024/2025): A Resolution finally approving and confirming plans, specifications, form of contract and estimate of cost for the Tributary to West Indian Creek Project (Project B)

Motion by Dane Nealson, seconded by Luke Spence, to **adopt Resolution No. 078 (2024/2025)**. After due consideration and discussion the roll was called. Aye: Nealson, Spence, Corbin, Sampson, Skaggs, Ehrig. Nay: None. The Mayor declared the motion carried.

3. Consideration of bids for the Tributary to West Indian Creek Project (Project B)
4. Resolution No. 079 (2024/2025): Resolution awarding contract for the Tributary to West Indian Creek Project (Project B)

Motion by Luke Spence, seconded by Henry Corbin, to **adopt Resolution No. 079 (2024/2025)**. After due consideration and discussion the roll was called. Aye: Spence, Corbin, Nealson, Sampson, Skaggs, Ehrig. Nay: None. The Mayor declared the motion carried.

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

Motion by Jason Sampson, seconded by Dane Nealson, to **approve the following consent agenda items:**

- A. Approve Minutes of the Regular Meeting held on March 24, 2025
- B. Approve Payment of Cash Disbursements, including Check Numbers 88074-88155 and Electronic Numbers 1876-1890 (Inclusive) Totaling \$367,509.92 (See attached list) and the First Interstate Card Purchases for the April 19, 2024 Statement, total \$15,066.85
- C. ReSchedule Public Hearing on Fiscal Year 2025/2026 Capital Improvements Program for April 28, 2025 at 6:00 p.m. and Authorize Publication of Notice
- D. Approve Renewal of Class C Retail Alcohol License for Farmhouse Catering LC d/b/a/ Gatherings, 1024 6th Street, Effective April 25, 2025
- E. Approve Renewal of Class C Retail Alcohol License for Stohaker, LLC d/b/a/ Cubbies on Main, 1220 6th Street, Effective April 25, 2025
- F. Resolution No. 080 (2024/2025): A Resolution Authorizing Ryan Condon, Mayor, Kerin Wright, City Clerk, and Donna Mosinski, Deputy City Clerk, as the Authorized Signatures on All Accounts at Financial Institutions
- G. Approve Tax Abatement
 1. Permit #BP2023-0048, 403 Maple Ave, New Garage

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

6. MAYOR'S APPOINTMENT

A. Mayor Condon appointed Jason Sampson to serve as Mayor Pro-tem

7. 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.

Mike Potter expressed his concerns regarding a number of projects, both past and present.

Charlie Good, Andy Kelly, Scott Henry, and Shane Heintz each talked about topics relating to the City Administrator.

Phil Page commented on the asbestos removal process for the property at 630 6th Street.

8. OLD BUSINESS

- A. Approve Pay Request No. 35 for WWTF Improvements – Phase 3 from Boomerang Corp. in the amount of \$0.00

Motion by Jason Sampson, seconded by Dane Nealson, to **approve Pay Request No. 35 for WWTF Improvements – Phase 3 from Boomerang Corp. in the amount of \$0.00.** After due consideration and discussion the roll was called. Aye: Sampson, Nealson, Skaggs, Ehrig, Spence, Corbin. Nay: None. The Mayor declared the motion carried.

- B. Approve Change Order No. 3 for WWTF Improvements – Phase 4 from OnTrack Construction in the amount of \$13,970.00

Motion by Sandy Ehrig, seconded by Steve Skaggs, to **approve Change Order No. 3 for WWTF Improvements – Phase 4 from OnTrack Construction in the amount of \$13,970.00.** After due consideration and discussion the roll was called. Aye: Ehrig, Skaggs, Spence, Corbin, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

9. NEW BUSINESS

A. Approve Well #6 Rehab for Water Department

Motion by Luke Spence, seconded by Henry Corbin, to **approve bid from Northway Well Company in the amount of \$17,250.00 for the rehab of Well #6 for the Water Department.** After due consideration and discussion the roll was called. Aye: Spence, Corbin, Nealson, Sampson, Skaggs, Ehrig. Nay: None. The Mayor declared the motion carried.

B. Resolution No. 081 (2024/2025): Resolution to Allow Paid Leave to Be Converted to Health Insurance Premiums upon Retirement

Motion by Jason Sampson, seconded by Dane Nealson, to **adopt Resolution No. 081 (2024/2025).** After due consideration and discussion the roll was called. Aye: Sampson, Nealson, Skaggs, Ehrig, Spence, Corbin. Nay: None. The Mayor declared the motion carried.

C. Resolution No. 082 (2024/2025): Resolution Providing for Notice of Hearing on Proposed Amendment to the Revitalization Plan for the Nevada Urban Revitalization Area

Motion by Steve Skaggs, seconded by Sandy Ehrig, to **adopt Resolution No. 082 (2024/2025).** After due consideration and discussion the roll was called. Aye: Skaggs, Ehrig, Spence, Corbin, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

D. Approve 5-Day Special Class C Retail Alcohol License for NEVADA JAYCEES, d/b/a/ Nevada Jaycees, on 6th Street, for Pizza Pie Looza, effective May 8, 2025 through May 12, 2025

Motion by Jason Sampson, seconded by Dane Nealson, to **approve 5-Day Special Class C Retail Alcohol License for NEVADA JAYCEES, d/b/a/ Nevada Jaycees, on 6th Street, for Pizza Pie Looza, effective May 8, 2025 through May 12, 2025.** After due consideration and discussion the roll was called. Aye: Sampson, Nealson, Skaggs, Ehrig, Spence, Corbin. Nay: None. The Mayor declared the motion carried.

E. Approve 5-Day Class C Retail Alcohol License for MUCKY DUCK PUB L.L.C. d/b/a/ Mucky Duck Pub, on 220 H Avenue, for Legal Aid Society Event, effective April 26, 2025 through April 30, 2025

Motion by Sandy Ehrig, seconded by Steve Skaggs, to **approve 5-Day Class C Retail Alcohol License for MUCKY DUCK PUB L.L.C. d/b/a/ Mucky Duck Pub, on 220 H Avenue, for Legal Aid Society Event, effective April 26, 2025 through April 30,**

2025. After due consideration and discussion the roll was called. Aye: Ehrig, Skaggs, Spence, Corbin, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

- F. Approve 5-Day Special Class C Retail Alcohol License for CLOUD WINE, LLC d/b/a/ Lucky Wife Wine Slushies, on 6th Street between K Avenue and Lincoln Highway, for downtown Farmers Markets effective on the following dates:
- May 30, 2025 through June 3, 2025
 - June 13, 2025 through June 17, 2025
 - July 4, 2025 through July 8, 2025
 - July 18, 2025 through July 22, 2025

Motion by Jason Sampson, seconded by Steve Skaggs, to **approve 5-Day Special Class C Retail Alcohol License for CLOUD WINE, LLC d/b/a/ Lucky Wife Wine Slushies, on 6th Street between K Avenue and Lincoln Highway, for downtown Farmers Markets effective May 30 through June 3, 2025.** After due consideration and discussion the roll was called. Aye: Sampson, Skaggs, Ehrig, Spence, Corbin, Nealson. Nay: None. The Mayor declared the motion carried.

Motion by Steve Skaggs, seconded by Dane Nealson, to **approve 5-Day Special Class C Retail Alcohol License for CLOUD WINE, LLC d/b/a/ Lucky Wife Wine Slushies, on 6th Street between K Avenue and Lincoln Highway, for downtown Farmers Markets effective June 13 through June 17, 2025.** After due consideration and discussion the roll was called. Aye: Skaggs, Nealson, Sampson, Ehrig, Spence, Corbin. Nay: None. The Mayor declared the motion carried.

Motion by Dane Nealson, seconded by Jason Sampson, to **approve 5-Day Special Class C Retail Alcohol License for CLOUD WINE, LLC d/b/a/ Lucky Wife Wine Slushies, on 6th Street between K Avenue and Lincoln Highway, for downtown Farmers Markets effective July 4 through July 8, 2025.** After due consideration and discussion the roll was called. Aye: Nealson, Sampson, Skaggs, Ehrig, Spence, Corbin. Nay: None. The Mayor declared the motion carried.

Motion by Sandy Ehrig, seconded by Dane Nealson, to **approve 5-Day Special Class C Retail Alcohol License for CLOUD WINE, LLC d/b/a/ Lucky Wife Wine Slushies, on 6th Street between K Avenue and Lincoln Highway, for downtown Farmers Markets effective July 18 through July 22, 2025.** After due consideration and discussion the roll was called. Aye: Ehrig, Nealson, Sampson, Skaggs, Spence, Corbin. Nay: None. The Mayor declared the motion carried.

- G. Discussion and Appropriate Follow-up Regarding 2025 Fireworks Show

Council is in favor of continuing fireworks for 4th of July.

- H. Resolution No. 083 (2024/2025): Resolution amending City Administrator Cook's Employment Agreement

Citizens commented on the City Administrator's Employment Agreement.

Motion by Steve Skaggs, seconded by Dane Nealson, to **adopt Resolution No. 083 (2024/2025).** After due consideration and discussion the roll was called. Aye: Skaggs, Nealson, Sampson, Ehrig. Nay: Spence, Corbin. The Mayor declared the motion carried.

11. Review of Voting System from Saltech

Council did a run through of the pluggin from Saltech for the council voting system.

12. ADJOURNMENT

There being no further business to come before the meeting, motion by Dane Neilson, seconded by Jason Sampson, to **adjourn the meeting**. Following voice vote, the Mayor declared the motion carried at 9:03 p.m. the meeting adjourned.

Ryan Condon, Mayor

ATTEST:

Kerin Wright, City Clerk

Published: _____

Council Approved: _____

Item # 50
 Date: 4-28-25

CITY OF NEVADA
 CLAIMS REPORT FOR APRIL 28, 2025
 4/15/25 THRU 4/28/25

VENDOR	REFERENCE	AMOUNT	CHECK #
WAGeworks	FSA 2024 PMTS	314.23	1898
EMPLOYEE BEN SYSTEMS	BENEFITS PAID	730.35	1899
VAN WALL	FD/STS/PKM/CEM-RPRS	266.42	88159
STATE HYGIENIC LAB	WTR-LAB ANALYSIS	405.50	88160
ARNOLDS	WWT/STS-FILTER	73.61	88161
MID-STATES	PD-MEMBERSHIP	150.00	88162
STAPLES ADV	ADM-PAYROLL FOLDERS	51.40	88163
CONSUMERS ENERGY	ALL-UTILITIES	10,578.33	88164
JOHN DEERE FIN	ALL-SUPPLIES	587.15	88165
HR GREEN	ENGINEERING	8,249.00	88166
D.I.A.L./ELEVATOR SAFETY BUREAU	CH-ELEV INSPECTION	300.00	88167
HARBOR FREIGHT	STRM-GAS ENGINE PUMP	469.98	88168
IPERS	IPERS	39,996.49	1891
TREASURER STATE OF IA	STATE TAXES	5,994.79	1892
EFTPS	FED/FICA TAX	27,663.75	1893
RELIANCE STANDARD	RELIANCE	896.70	1894
HUTTON, RYAN	HSA	283.33	1895
SYDNES, KELLAN	HSA	50.00	1896
CORNISH, DEVIN	HSA	50.00	1897
EMPLOYEE BEN SYST	BENEFITS PAID	2,146.86	1901
IA WORKFORCE DEV	PKM-UNEMP C MEMMER	280.50	1902
AMER'N FAMILY	AFLAC	762.77	88156
MISSION SQUARE	DEFERRED COMP	715.00	88157
COLLECTION SVCS CTR	CHILD SUPPORT	305.71	88158
FIRST INTERSTATE	PZ-GIS SOFTWARE RNWL	15,066.85	1903
QUILL CORP	LIB-SUPPLIES	149.77	88169
BAKER & TAYLOR	LIB-MATERIALS	2,671.64	88170
C&K HEATING	LIB-HVAC INPSECTION	945.00	88171
DEMCO INC	LIB-SUPPLIES	111.13	88172
CENTER POINT	LIB-MATERIALS	284.19	88173
CENTRAL STATES ROOFING	LIB-ROOF MEMBRANE RPR	259.47	88174
WILLIAMSON ELECTRIC	LIB-CONF RM SCREEN RPR	717.24	88175
CENGAGE	LIB-MATERIALS	181.44	88176
SOLKO, KATHY	LIB-PROGRAM REIMB	101.04	88177
MIDWEST TAPE	LIB-DIGITAL	1,071.41	88178
AMAZON CAPITAL SVCS	LIB-MATERIALS	84.78	88179
SARAH WOOD	LIB-PROGRAM SUPPLIES	240.00	88180
WAGeworks	FSA 2024 PMTS	1,451.73	1900
FAREWAY	FH-SUPPLIES	152.84	88186
HAWKINS	WTR-CHEMICALS	9,912.57	88187
ALLIANT	ALL-UTILITIES	270.69	88188
MARTIN MARIETTA	STS-GRAVEL	688.72	88189

GOODWIN TUCKER DESIGN	FD-ICE MACHINE MAINT	380.00	88237
SAFARILAND LLC	PD-GLOCK HOLSTER	1,353.49	88238
ON THE HOOK	FD-REFUND/DUPLICATE PERMIT	50.00	88239
	WATER	293.45	
	WATER DEPOSITS	120.62	
	Refund Checks Total	414.07	
	Accounts Payable Total	<u>350,929.69</u>	
	Payroll Checks	<u>89,492.07</u>	
	***** REPORT TOTAL *****	440,835.83	

GENERAL	175,457.21
HOTEL MOTEL	1,600.00
ROAD USE TAX	21,910.51
LOCAL OPTION SALES TAX	5,676.79
LIBRARY TRUST	341.04
DANIELSON TRUST	3,703.00
4TH OF JULY TRUST	6,000.00
RAILROAD CROSSING IMP	713.00
SPLASHPAD PROJECT	11,440.00
2024 CIP STS IMPROV PROJ	231.00
TRAIL CIP RESERVE PROJTS	7,803.98
WATER	63,624.57
WATER DEPOSITS	120.62
JORDAN WELL	497.00
SEWER	31,569.73
SEWER CAP IMP PROJECT	96,703.80
SRF SPONSORED PROJECT	7,752.00
STORM WATER	515.56
REVOLVING FUND	532.85
FLEX BENEFIT REVOLVING	1,765.96
HEALTH INS, SELF FUND	<u>2,877.21</u>
TOTAL FUNDS	440,835.83

Vendor #1403

20250423

Electronic Pymt #

SAMS CLUB PURCHASING "P" CARD TRANSACTIONS PRESENTED AT COUNCIL MEETING 4/28/2025 W/CLAIMS

ACCOUNT

Tran Date	Description	Amount	Invoice #	ACCOUNT
4/4/2025	ADM, Credit of late fee	26.94		001-650-6599
4/9/2025	ADM, CH Supplies	79.70	10283565109	001-650-6599
4/14/2025	REC, Concessions	1,070.91	2482370841296852963945	001-434-6590
		<u>1,123.67</u>		

POSTING & PAYMENT DATE:

April 22, 2025

City Administrator

W:\Office\Finance\AccountsPayable\Vendors\Sam's Club

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CASH-GENERAL FUND	144,760.60-	5,166,514.22
002-000-1110	CASH-HOTEL/MOTEL	719.78	12,882.16
010-000-1110	CASH-ROAD USE TAX	9,688.72	2,629,342.87
012-000-1110	CASH-EMPLOYEE BENEFITS	20,617.62	548,904.31
013-000-1110	CASH-RUT CAPITAL	1,466.33	614,690.27
021-000-1110	CASH-LOCAL OPTION TAX	93,772.27	1,583,804.55
025-000-1110	CASH-TIF	24,152.66	1,783,921.48
026-000-1110	CASH-LMI SUBFUND		334,871.53
060-000-1110	CASH-ED,PASS THRU FUNDS		5,800.00-
067-000-1111	RESERVE-WELLS	4.72	1,979.03
067-000-1113	RESERVE-ZWILLING	.30	124.44
067-000-1114	RESERVE-ALBERRY	2.70	1,132.31
068-000-1118	RESERVE-UNDESIGNATED		250.75
068-000-1119	RESERVE-HARMS TRUST, GREEN SP		29,255.29
069-000-1110	CASH-LIBRARY TRUST	1,419.01	15,760.11
071-000-1110	CASH-FIRE TRUST		19,297.37
072-000-1110	CASH-SCORE UNDESIGNATED		6,290.97
073-000-1110	CASH-SCORE O&M		292.28
074-000-1110	CASH-NORTH STORY BASEBALL		4,804.74
075-000-1110	CASH-SENIOR COMM CENTER		17,414.39
076-000-1110	CASH-GH PIANO		21,017.51
077-000-1110	CASH-POLICE FOREITURE		13,475.82
079-000-1122	RESERVE-GRNBLT MAP 2005		3,987.74
079-000-1124	RESERVE-ST CO TRAIL		965.11
079-000-1127	RESERVE-UNRESTRICTED	1,895.88	63,719.08
079-000-1128	RESERVE-SCORE SCOREBOAR		5,083.94
079-000-1130	RESERVE-LANDSCAPING		7,348.90
079-000-1131	RESERVE-FIELD MAINT		37,921.66
079-000-1132	RESERVE-LEW HANSEN SUB		1,562.60
079-000-1133	RESERVE-87 SOUTHWOOD		8,408.37
079-000-1134	RESERVE-MARDEAN PARK		997.93
079-000-1135	RESERVE-WILSON POND DONATIONS		824.72
079-000-1137	P&R BRINKMAN MEMORIAL		2,768.65
080-000-1110	CASH-COLUMBARIAN MAINT	60.00	6,156.89
081-000-1110	CASH-TRAIL MAINTENANCE		72,230.69
082-000-1110	CASH-DANIELSON/OTHERTRU	2,370.48-	223,671.47
083-000-1110	CASH-LIB BLDG TRUST		216.25
084-000-1110	CASH-TREES FOREVER		5,044.29
085-000-1110	CASH-4TH OF JULY		5,062.98
086-000-1110	CASH-COMM BAND		1,252.63
087-000-1110	CASH-PUBLIC ARTS COMMISSION	500.00	2,533.02
090-000-1110	CASH-DEBT SERVICE	14,031.19	682,535.60
091-000-1110	CASH-CITY HALL/PUBLIC S		648.98
092-000-1110	CASH-LIBRARY BLDG		103,847.63
094-000-1110	CASH-SC/FIELDHOUSE	4,493.27-	89,594.38
095-000-1110	CASH-RR CROSSING IMP		4,104.42-
096-000-1110	CASH-SPLASHPAD	6,620.00-	392,213.90
097-000-1110	CASH-SIDEWALKIMPROVEMEN		148,511.32
099-000-1110	CASH-2024 STS CIP PROJECTS		1,222,245.70-
111-000-1110	CASH-2019 CIP WORK		4,561.22
114-000-1110	CASH-2024 BRIDGE RPRS		11,670.00-

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
318-000-1110	CASH-2024HMA OVERLAY F&G		1,017,185.57-
319-000-1110	CASH-DOG PARK		17,199.34
321-000-1110	CASH-TRAIL CIP PROJECTS	3,582.30	125,495.23
322-000-1110	CASH-ARP FUNDS		1,100,840.02
500-000-1110	CASH-PERPETUAL CARE	230.00	177,914.08
501-000-1110	CASH-HATTERY		5,000.00
500-000-1110	CASH-WATER O&M	105,082.37	4,341,692.68
501-000-1110	CASH-WATER DEPOSITS	99.69	90,456.97
502-000-1110	CASH-WATER PLANT UPGRADE RSRV	4,961.56	2,079,906.25
505-000-1110	CASH-WATER 2012C BOND		645,891.73
507-000-1110	CASH-WTR CAPITAL REVOLV	32,203.18-	374,641.20
508-000-1110	CASH-JORDAN WELL PROJ	6,846.75-	89,255.18-
509-000-1110	CASH-WTR CAPITAL PROJECTS		42,248.30-
510-000-1110	CASH-WASTEWATER O&M	159,432.10	3,964,476.64
511-000-1110	CASH-SEWER REVOLVING	2,854.94	1,196,802.65
515-000-1110	CASH-SEWER CONSTRUCTION	35,223.79	4,629,691.17
516-000-1110	CASH-WWT CIP	69,364.37-	1,256,267.33-
517-000-1110	CASH-WWT CAPITAL	18,972.48-	430,738.89
518-000-1110	CASH-SRF SPONSORED PROJECT		1,006,219.01-
570-000-1110	CASH-GARBAGE UTILITY	6,451.00	13,361.12-
740-000-1110	CASH-STORM WATER UTILIT	18,176.18	904,590.63
310-000-1139	RESERVE-PARK & RECREATI	355.01	148,822.93
310-000-1140	RESERVE-LIBRARY	136.31	57,141.99
310-000-1141	RESERVE-CEMETERY	419.98	176,058.24
310-000-1142	RESERVE-FINANCE	554.14	232,298.38
310-000-1143	RESERVE-FIRE	594.22	524,808.83
310-000-1144	RESERVE-POLICE	441.35	185,016.61
310-000-1146	RESERVE-PLANNING & ZONI	122.47	51,340.50
310-000-1147	RESERVE-FIELD HOUSE	109.50-	91,864.42
310-000-1148	RESERVE-TECHNOLOGY	16,015.67-	46,731.90
312-000-1110	CASH-FLEXIBLE BENEFITS	2,667.60-	41,476.27
313-000-1110	CASH-HEALTH INS/SELF FUND	5,510.37	123,099.99
330-000-1110	CASH-SICK & VACATION	821.63	344,429.61
	CASH TOTAL	208,956.69	32,117,766.87
001-000-1120	PETTY CASH - LIBRARY		75.00
001-000-1123	PETTY CASH - POOL		1,000.00
500-000-1120	PETTY CASH - CITY HALL		600.00
	PETTY CASH TOTAL	.00	1,675.00
182-000-1168	COUNTY FOUNDATION INVES		94,590.74
	SAVINGS TOTAL	.00	94,590.74
	TOTAL CASH	208,956.69	32,214,032.61

JLBCERP 4/21/25
CASH 1:10 PM

CITY OF NEVADA
BALANCE SHEET
CALENDAR 3/2025, FISCAL 9/2025

Page 3
OPER: KW

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
----------------	---------------	----------------	----------------

CITY OF NEVADA
 BUDGET REPORT
 CALENDAR 3/2025, FISCAL 9/2025
 PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,510,728.00	93,003.89	1,012,033.42	66.99	498,694.58
	POLICE-OFFICE TOTAL	139,273.00	11,189.17	101,492.88	72.87	37,780.12
	EMERGENCY MANAGEMENT TOTAL	1,600.00	124.71	821.01	51.31	778.99
	FLOOD CONTROL TOTAL	27,400.00	.00	17,854.25	65.16	9,545.75
	FIRE TOTAL	787,582.00	16,116.93	778,223.13	98.81	9,358.87
	AMBULANCE TOTAL	43,652.00	.00	44,321.51	101.53	669.51-
	BUILDING INSPECTIONS TOTAL	61,694.00	3,741.93	34,899.99	56.57	26,794.01
	ANIMAL CONTROL TOTAL	4,500.00	.00	1,490.81	33.13	3,009.19
	ANIMAL CONTROL-OWNER TOTAL	1,500.00	.00	.00	.00	1,500.00
	PUBLIC SAFETY TOTAL	2,577,929.00	124,176.63	1,991,137.00	77.24	586,792.00
	ROADS, BRIDGES, SIDEWALKS TOTA	981,290.00	51,479.26	530,012.50	54.01	451,277.50
	STREET LIGHTING TOTAL	179,100.00	8,873.56	76,999.43	42.99	102,100.57
	PAVEMENT MARKINGS TOTAL	10,000.00	.00	542.74	5.43	9,457.26
	SNOW REMOVAL TOTAL	95,775.00	3,705.50	59,293.60	61.91	36,481.40
	TREES & WEEDS TOTAL	20,000.00	.00	28,652.96	143.26	8,652.96-
	PUBLIC WORKS TOTAL	1,286,165.00	64,058.32	695,501.23	54.08	590,663.77
	WATER,AIR,MOSQUITO CONTRO TOTA	13,000.00	.00	.00	.00	13,000.00
	OTHER HEALTH/SOCIAL SERV TOTA	35,000.00	.00	33,450.00	95.57	1,550.00
	HEALTH & SOCIAL SERVICES TOTA	48,000.00	.00	33,450.00	69.69	14,550.00
	LIBRARY TOTAL	556,139.00	30,716.73	388,414.04	69.84	167,724.96
	LIBRARY-DONATED TOTAL	46,650.00	2,381.47	19,874.71	42.60	26,775.29
	LIBRARY-STATE INFRASTRUCT TOTA	6,000.00	.00	501.28	8.35	5,498.72
	MUSEUM/BAND/THEATRE TOTAL	1,500.00	.00	985.00	65.67	515.00
	PARKS TOTAL	143,330.00	12,012.68	128,793.41	89.86	14,536.59
	PARK MAINTENANCE TOTAL	381,868.00	13,439.31	230,127.95	60.26	151,740.05
	PARKS-AHTLETIC FIELDS TOTAL	20,000.00	2,020.00	10,544.35	52.72	9,455.65
	TRAIL SYSTEM-BIKE/WALK TOTAL	15,000.00	.00	3,771.00	25.14	11,229.00
	FOUR-PLEX COMPLEX TOTAL	46,571.00	602.42	16,893.77	36.28	29,677.23
	POOL TOTAL	282,952.00	7,126.03	184,367.96	65.16	98,584.04
	RECREATION TOTAL	78,191.00	5,933.66	64,628.38	82.65	13,562.62
	ADULT SOFTBALL TOTAL	5,170.00	184.07	845.12	16.35	4,324.88
	COMMUNITY HEALTH/WELLNESS TOTA	8,000.00	134.56	1,508.26	18.85	6,491.74
	SENIOR ACTIVITY TOTAL	8,500.00	.00	3,000.88	35.30	5,499.12
	OPEN RECREATION TOTAL	10,200.00	.00	.00	.00	10,200.00
	CEMETERY TOTAL	199,129.00	6,748.82	120,862.84	60.70	78,266.16
	FIELD HOUSE TOTAL	282,823.00	17,659.63	183,588.94	64.91	99,234.06
	SENIOR COMMUNITY CENTER TOTAL	10,020.00	418.50	6,976.26	69.62	3,043.74
	FIELDHOUSE TOTAL	.00	328.64	778.59	.00	778.59-
	BASEBALL SOFTBALL TOTAL	47,015.00	2,414.00	7,002.10	14.89	40,012.90
	YOUTH BASKETBALL TOTAL	16,765.00	.00	10,697.83	63.81	6,067.17
	VOLLEYBALL TOTAL	3,653.00	426.05	5,092.45	139.40	1,439.45-
	FLAG FOOTBALL TOTAL	8,959.00	83.97	3,207.06	35.80	5,751.94

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR	FISCAL	9/2025	PCT OF FISCAL YTD		75.0%
		3/2025,	3/2025,	MTD	YTD	PERCENT	UNEXPENDED
		TOTAL	TOTAL	BALANCE	BALANCE	EXPENDED	
		BUDGET	BUDGET				
	HALLOWEEN TOTAL	250.00		.00	.00	.00	250.00
	CIRL TOTAL	6,570.00		2,692.05	7,276.05	110.75	706.05-
	HISTORICAL SOCIETY TOTAL	.00		.00	4,945.00	.00	4,945.00-
	HISTORIC PRESERVATION TOTAL	7,500.00		.00	.00	.00	7,500.00
	CULTURE & RECREATION TOTAL	2,192,755.00		105,322.59	1,404,683.23	64.06	788,071.77
	ECONOMIC DEVELOPMENT TOTAL	713,319.00		.00	384,220.37	53.86	329,098.63
	MAIN STREET NEVADA TOTAL	25,000.00		.00	.00	.00	25,000.00
	HOUSING & URBAN RENEWAL TOTAL	475,000.00		.00	130,721.00	27.52	344,279.00
	PLANNING & ZONING TOTAL	266,894.00		12,644.18	171,268.62	64.17	95,625.38
	CHRISTMAS LIGHTS TOTAL	800.00		.00	.00	.00	800.00
	4TH OF JULY TOTAL	6,600.00		.00	.00	.00	6,600.00
	LINCOLN HWY DAYS TOTAL	1,000.00		.00	1,600.00	160.00	600.00-
	OTHER COMM & ECO DEV TOTAL	700.00		.00	435.00	62.14	265.00
	COMMUNITY & ECONOMIC DEV TOTA	1,489,313.00		12,644.18	688,244.99	46.21	801,068.01
	MAYOR/COUNCIL/CITY MGR TOTAL	12,009.00		569.96	11,182.31	93.12	826.69
	COUNCIL TOTAL	9,995.00		.00	1,446.60	14.47	8,548.40
	CITY ADMINISTRATOR TOTAL	56,200.00		3,055.73	30,379.35	54.06	25,820.65
	CLERK/TREASURER/ADM TOTAL	506,033.00		40,878.36	388,410.41	76.76	117,622.59
	LEGAL SERVICES/ATTORNEY TOTAL	122,750.00		7,593.75	51,476.75	41.94	71,273.25
	CITY HALL/GENERAL BLDGS TOTAL	123,711.00		7,409.69	85,354.92	69.00	38,356.08
	TORT LIABILITY TOTAL	79,160.00		.00	72,095.00	91.08	7,065.00
	OTHER GENERAL GOVERNMENT TOTA	20,000.00		1,271.31	14,501.88	72.51	5,498.12
	GENERAL GOVERNMENT TOTAL	929,858.00		60,778.80	654,847.22	70.42	275,010.78
	CITYHALL/LIBRARY DEBT TOTAL	94,428.00		.00	2,213.75	2.34	92,214.25
	CBD PROJECT 8.9M TOTAL	678,550.00		.00	89,275.00	13.16	589,275.00
	2013 GO BOND TOTAL	245,763.00		.00	5,381.25	2.19	240,381.75
	FIELD HOUSE TOTAL	851,950.00		.00	38,475.00	4.52	813,475.00
	DEBT SERVICE TOTAL	1,870,691.00		.00	135,345.00	7.24	1,735,346.00
	ROADS, BRIDGES, SIDEWALKS TOTA	4,540,000.00		.00	2,703,266.14	59.54	1,836,733.86
	SIDEWALKS TOTAL	25,000.00		.00	.00	.00	25,000.00
	RAILROAD CROSSINGS TOTAL	10,000.00		.00	4,104.42	41.04	5,895.58
	TRAIL SYSTEM-BIKE/WALK TOTAL	1,100,000.00		186.00	435,263.98	39.57	664,736.02
	POOL TOTAL	100,000.00		.00	.00	.00	100,000.00
	SPLASHPAD TOTAL	1,100,000.00		6,620.00	31,120.00	2.83	1,068,880.00
	SENIOR COMMUNITY CENTER TOTAL	.00		1,093.29	23,514.61	.00	23,514.61-
	FIELDHOUSE TOTAL	.00		3,399.98	106,064.79	.00	106,064.79-
	HOUSING & URBAN RENEWAL TOTAL	90,000.00		.00	.00	.00	90,000.00
	CAPITAL PROJECTS TOTAL	6,965,000.00		11,299.27	3,303,333.94	47.43	3,661,666.06

CITY OF NEVADA
 BUDGET REPORT

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR	FISCAL	9/2025	PCT OF FISCAL YTD		75.0%
		3/2025	3/2025	MTD	YTD	PERCENT	UNEXPENDED
		TOTAL	TOTAL	BALANCE	BALANCE	EXPENDED	
		BUDGET	BUDGET				
	WTR 2012C BOND TOTAL	456,750.00		.00	10,875.00	2.38	445,875.00
	WWT DEBT TOTAL	2,984,316.00		.00	617,436.63	20.69	2,366,879.37
	WATER TOTAL	52,000.00		13,096.88	36,804.64	70.78	15,195.36
	WATER-PLANT/PUMPS TOTAL	1,110,455.00		102,150.22	786,289.63	70.81	324,165.37
	WATER-LINES-INST & O&M TOTAL	84,037.00		4,132.64	37,136.81	44.19	46,900.19
	WATER ACCOUNTING TOTAL	407,999.00		26,562.75	271,071.78	66.44	136,927.22
	WASTEWATER PLANT TOTAL	1,353,466.00		81,672.07	582,498.90	43.04	770,967.10
	WASTEWATER COLLECTION TOTAL	7,037,710.00		74,018.97	2,548,312.37	36.21	4,489,397.63
	WASTEWATER ACCOUNTING TOTAL	274,804.00		19,039.54	203,635.51	74.10	71,168.49
	LANDFILL/GARBAGE TOTAL	75,800.00		55.66	73,213.86	96.59	2,586.14
	STORM WATER TOTAL	65,900.00		75.71	42,200.44	64.04	23,699.56
	ENTERPRISE FUNDS TOTAL	13,903,237.00		320,804.44	5,209,475.57	37.47	8,693,761.43
	TRANSFERS IN/OUT TOTAL	9,316,939.00		.00	3,083,128.08	33.09	6,233,810.92
	TRANSFER OUT TOTAL	9,316,939.00		.00	3,083,128.08	33.09	6,233,810.92
	TOTAL EXPENSES	40,579,887.00		699,084.23	17,199,146.26	42.38	23,380,740.74

CITY OF NEVADA
 REVENUE REPORT
 CALENDAR 3/2025, FISCAL

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	9/2025 MTD BALANCE	PCT OF YTD BALANCE	FISCAL YTD PERCENT RECVD	75.0% UNCOLLECTED
	GENERAL TOTAL	4,682,352.00	131,665.98	2,483,361.34	53.04	2,198,990.66
	HOTEL MOTEL TOTAL	4,100.00	719.78	6,622.49	161.52	2,522.49-
	ROAD USE TAX TOTAL	1,113,859.00	69,273.00	787,293.46	70.68	326,565.54
	EMPLOYEE BENEFITS TOTAL	963,462.00	20,617.62	548,904.31	56.97	414,557.69
	RUT CAPITAL TOTAL	358,000.00	1,466.33	365,029.17	101.96	7,029.17-
	EMERGENCY FUND TOTAL	1,200.00	.00	378.08	31.51	821.92
	LOCAL OPTION SALES TAX TOTAL	1,125,000.00	102,372.73	1,036,840.81	92.16	88,159.19
	TAX INCREMENT FINANCING TOTAL	1,558,568.00	24,152.66	958,696.00	61.51	599,872.00
	LMI-SUBFUND TOTAL	106,717.00	.00	.00	.00	106,717.00
	ECONOMIC DEVELOPMENT TOTAL	200,000.00	.00	381,122.00	190.56	181,122.00-
	RESTRICTED GIFTS TOTAL	25.00	7.72	83.76	335.04	58.76-
	CEMETARY CIP/LAND TOTAL	200.00	.00	556.98	278.49	356.98-
	LIBRARY TRUST TOTAL	6,100.00	1,430.00	15,006.93	246.02	8,906.93-
	FIRE TRUST TOTAL	120.00	.00	364.28	303.57	244.28-
	SCORE-UNDESIGNATED TOTAL	50.00	.00	118.76	237.52	68.76-
	SCORE O&M TOTAL	5.00	.00	5.52	110.40	.52-
	NORTH STORY BASEBALL TOTAL	24,000.00	.00	2,250.70	9.38	21,749.30

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	SENIOR CENTER TRUST TOTAL	710.00	.00	7,118.44	1,002.60	6,408.44-
	GATES HALL PIANO TOTAL	100.00	.00	396.74	396.74	296.74-
	ASSET FORFEITURE TOTAL	100.00	.00	254.37	254.37	154.37-
	PARK OPEN SPACE TOTAL	34,800.00	1,895.88	30,801.11	88.51	3,998.89
	COLUMBARIAN MAINTENANCE TOTAL	520.00	60.00	234.92	45.18	285.08
	TRAIL MAINTENANCE TOTAL	20,150.00	.00	21,326.01	105.84	1,176.01-
	DANIELSON TRUST TOTAL	1,600.00	.00	7,912.11	494.51	6,312.11-
	LIB BLDG TRUST TOTAL	.00	.00	4.08	.00	4.08-
	TREES FOREVER TOTAL	75.00	.00	95.21	126.95	20.21-
	4TH OF JULY TRUST TOTAL	2,575.00	.00	401.69	15.60	2,173.31
	COMMUNITY BAND TOTAL	1,000.00	.00	123.63	12.36	876.37
	PUBLIC ART FUND TOTAL	2,000.00	500.00	2,533.02	126.65	533.02-
	DEBT SERVICE TOTAL	1,901,526.00	14,031.19	405,691.11	21.34	1,495,834.89
	CH CAMPUS PROJ TOTAL	.00	.00	12.25	.00	12.25-
	LIBRARY ADDITION TOTAL	100,159.00	.00	95,411.10	95.26	4,747.90
	SC/FIELDHOUSE TOTAL	50,000.00	.00	670,411.65	1,340.82	620,411.65-
	SPLASHPAD PROJECT TOTAL	400,000.00	.00	7,991.09	2.00	392,008.91

CITY OF NEVADA
 REVENUE REPORT
 CALENDAR 3/2025, FISCAL 9/2025
 BUDGET MTD
 ESTIMATE BALANCE

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	75.0% PERCENT RECVD	UNCOLLECTED
	SIDEWALK IMPROVEMENTS TOTAL	.00	.00	2,803.38	.00	2,803.38-
	2024 CIP STS IMPROV PROJ TOTA	4,240,000.00	.00	1,040,108.99	24.53	3,199,891.01
	2019 CIP WORK TOTAL	.00	.00	4,561.22	.00	4,561.22-
	DOG PARK TOTAL	434,370.00	.00	17,199.34	3.96	417,170.66
	TRAIL CIP RESERVE PROJTS TOTA	108,800.00	3,768.30	42,413.39	38.98	66,386.61
	ARP FUNDS TOTAL	10,000.00	.00	20,780.08	207.80	10,780.08-
	CDBG DT FACADE PROJ TOTAL	90,000.00	.00	.00	.00	90,000.00
	PERPETUAL CARE TOTAL	5,000.00	230.00	2,032.50	40.65	2,967.50
	WATER TOTAL	2,922,635.00	209,720.92	2,303,685.63	78.82	618,949.37
	WATER DEPOSITS TOTAL	25,000.00	1,460.00	14,464.24	57.86	10,535.76
	WATER PLANT UPGRADE RSRV TOTA	220,000.00	4,961.56	253,301.57	115.14	33,301.57-
	WATER 2012C/2020B BOND TOTAL	456,750.00	.00	456,750.00	100.00	.00
	WATER CAPITAL REVOLVING TOTAL	203,000.00	893.70	212,527.73	104.69	9,527.73-
	SEWER TOTAL	5,079,300.00	244,798.31	2,591,509.43	51.02	2,487,790.57
	SEWER SRF REVOLVING TOTAL	2,994,508.00	2,854.94	34,239.28	1.14	2,960,268.72
	SEWER CONSTRUCTION TOTAL	370,000.00	35,223.79	578,335.28	156.31	208,335.28-
	SEWER CAP IMP PROJECT TOTAL	7,000,000.00	.00	2,033,144.08	29.04	4,966,855.92

CITY OF NEVADA
 REVENUE REPORT

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 3/2025, FISCAL BUDGET ESTIMATE	9/2025 MTD BALANCE	PCT OF FISCAL YTD BALANCE	YTD PERCENT RECVD	75.0% UNCOLLECTED
	SEWER EQUIP REVOLVING TOTAL	77,000.00	1,027.52	86,488.22	112.32	9,488.22-
	SRF SPONSORED PROJECT TOTAL	1,500,000.00	.00	.00	.00	1,500,000.00
	LANDFILL/GARBAGE TOTAL	73,700.00	6,506.66	55,302.96	75.04	18,397.04
	STORM WATER TOTAL	177,900.00	18,251.89	161,033.28	90.52	16,866.72
	REVOLVING FUND TOTAL	575,000.00	6,486.04	734,447.04	127.73	159,447.04-
	FLEX BENEFIT REVOLVING TOTAL	.00	1,513.64	39,112.82	.00	39,112.82-
	HEALTH INS, SELF FUND TOTAL	.00	43,315.35	363,385.12	.00	363,385.12-
	OTHER INTERNAL SERV FUND TOTA	.00	821.63	8,915.39	.00	8,915.39-
	TOTAL REVENUE BY FUND	39,222,036.00	950,027.14	18,893,894.09	48.17	20,328,141.91

April 24, 2025

MEMO:

RE: Schedule Public Hearing for Fiscal Year 2024/2025 Budget Amendment #1 for May 12, 2025 and Authorize Publication

Enclosed you'll find the state form for the notice of public hearing with the amendment that is being proposed. Also enclosed is the spreadsheet we use to track the amendments that are necessary.

The spreadsheet gives an explanation of what the increases are for. Purchases made from grants that were awarded for the fire department. There were also reimbursements from State Grants received for the downtown area awarded prior years and expenses occurred in this fiscal year. Repairs for departments were unforeseen as well. The unplanned financial software and water plant software upgrades were expensed this fiscal year. With the increased housing developments, site reviews have been more than anticipated. The WWTF was due to be completed by FY25 so not enough expense was budgeted for the project. The additional expenses not covered by grants or additional revenue will come from the appropriate department's equipment revolving reserves or local option sales tax dollars.

The public hearing will be held May 12, 2025, with consideration of the amendment after the public hearing.

RE: Public Arts Advisory Commission Grant Application

Enclosed you shall find the Application for the Public Arts Grant. The Public Arts Commission is applying for a grant to place a mural on the side of the Main Street Nevada downtown building. Due to the timing of the grant the application has been submitted. The City began in FY25 committing \$2,000/year to a fund held in reserve for the Public Arts Commission to use for their initiatives. FY26 budget has an additional commitment of \$2,000. They have also received several private donations. The Commission is not requesting any additional dollars from the City as a match for this grant application.

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET
 City of NEVADA
 Fiscal Year July 1, 2024 - June 30, 2025

Item # 5E
 Date: 4-28-25

The City of NEVADA will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2025

Meeting Date/Time: 5/12/2025 08:00 PM

Contact: Kerin Wright

Phone: (515) 382-5466

Meeting Location: Nevada City Hall, 1209 6th St, Nevada IA

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

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	4,470,755	0	4,470,755
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	4,470,755	0	4,470,755
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	1,546,568	0	1,546,568
Other City Taxes	6	1,168,359	0	1,168,359
Licenses & Permits	7	92,300	0	92,300
Use of Money & Property	8	252,810	0	252,810
Intergovernmental	9	1,589,155	300,000	1,889,155
Charges for Service	10	8,723,130	38,000	8,761,130
Special Assessments	11	0	0	0
Miscellaneous	12	362,020	0	362,020
Other Financing Sources	13	11,700,000	2,000,000	13,700,000
Transfers In	14	9,316,939	100,000	9,416,939
Total Revenues & Other Sources	15	39,222,036	2,438,000	41,660,036
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	2,577,929	125,000	2,702,929
Public Works	17	1,286,165	20,000	1,306,165
Health and Social Services	18	48,000	0	48,000
Culture and Recreation	19	2,192,755	45,000	2,237,755
Community and Economic Development	20	1,489,313	333,000	1,822,313
General Government	21	929,858	77,000	1,006,858
Debt Service	22	1,870,691	0	1,870,691
Capital Projects	23	6,965,000	0	6,965,000
Total Government Activities Expenditures	24	17,359,711	600,000	17,959,711
Business Type/Enterprise	25	13,903,237	2,135,000	16,038,237
Total Gov Activities & Business Expenditures	26	31,262,948	2,735,000	33,997,948
Transfers Out	27	9,316,939	100,000	9,416,939
Total Expenditures/Transfers Out	28	40,579,887	2,835,000	43,414,887
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-1,357,851	-397,000	-1,754,851
Beginning Fund Balance July 1, 2024	30	27,354,557	0	27,354,557
Ending Fund Balance June 30, 2025	31	25,996,706	-397,000	25,599,706

Explanation of Changes: Unexpected repairs and software upgrades. Purchases and reimbursements made with grant dollars received. Additional tree and stump removal. Ongoing wastewater project expenses.

EXPENSES	2024/2025 Budget Amendment #1	10 PS	20 PW	30 Hlth/SS	40 Cult/Rec	50 Comm/ED	60 Gen Govt	70 DS	80 Cap Proj	90 Prop	95 Transf
810-150-6723	FD, Cardiac Monitor, Bunker Gear, Truck pynt	125,000									
001-435-6398	POOL, Building Maintenance			25,000.00							
001-450-6110	CEM, Budget Entry Error			5,000.00							
001-460-6373	FH, Internet			10,000.00							
001-472-6030	REC, Volleyball tournaments			5,000.00							
001-540-6407	P&Z, Site Reviews					30,000.00					
001-630-6413	Elections, Special						7,000.00				
810-620-6423	ADM, Internet/Email						20,000.00				
810-620-6727	CH, Building Repairs (Elevator/Air Handler/Generator)						40,000.00				
121-293-6489	SYS, Trees/stump removals		20,000.00								
121-640-6460	ADM, Codification (budgeted prior year)						10,000.00				
121-699-6474	ED, Fireworks					3,000.00					
125-520-6413	ED, FY24 TIF Rebate Payments made in FY25 due to error					100,000.00					
160-520-6461	ED, Pass through Grants received/disbursed (Carnelot/MicroEnterprise/Catalyst)					200,000.00					
600-811-6346	WTR, Pumps									20,000.00	
600-811-6408	WTR, Software Upgrades (Water plant and billing)									20,000.00	
600-811-6574	WTR, Water meters									15,000.00	
610-816-6418	WWT, Sales Tax									50,000.00	
610-816-6420	WWT, Software Upgrades									10,000.00	
616-817-6781	WWTF, Project									2,000,000.00	
617-816-6727	WWT, Pumps, repair/replacement									20,000.00	
740-910-6910	STRM, Transfer for 2024 Street Projects										100,000.00
		125,000.00	20,000.00	-	45,000.00	333,000.00	77,000.00	-	-	2,135,000.00	100,000.00

2,835,000.00

Revenues	10	20	30	40	50	60	70	80	90	95	
810-150-4411	FD, Grants and sale of equipment										
001-472-4556	REC, Volleyball Tournaments	100,000		8,000.00							
001-540-4192	P&Z, Site Reviews				30,000.00						
160-520-4408	ED, Grants (Carnelot/MicroEnterprise/Catalyst)				200,000.00				2,000,000.00		
3-815-4820	WWTF, Project									100,000.00	
3-910-4830	2024 ST CIP Projects										
		100,000.00	-	8,000.00	230,000.00	-	-	-	2,000,000.00	100,000.00	

2,438,000.00

NOT SUBMITTED

Reviewers cannot see your material until you submit your application. Once you have finished the last step, you will receive a confirmation message and ID number.

Iowa Economic Development Authority

FY 2026 Art Project Grants for Organizations

Nevada Public Arts Advisory Commission / Janice Gammon
1441 W 7th St, Nevada, IA 50201
Nevada, IA 50201, United States
5152904722
emousel@cityofnevadaiaowa.org

Forms Edit

Applicant Information for Organizations

* indicates a required field

Enter contact information for the eligible entity submitting the grant proposal. Refer to grant guidelines to determine which entities types are eligible for the grant program you are applying.

1. Applicant Name

This is the organization applying to the grant program.

Nevada Public Art Advisory Commission

2. Legal/IRS Name

Enter the legal name of the applicant if different than the applicant name.

City of Nevada

3. Applicant Phone Number

(515) 382-5466

4. Applicant Address

1209 6th St

5. Applicant City

Nevada

6. Applicant State (XX)

Iowa

7. Applicant Zip Code (#####)

50201

8. Applicant County

Story

9. Iowa Congressional District

Enter the numeric Iowa Congressional District of the applicant. To find the Iowa Congressional District, visit the [United States House of Representatives](#). Use the Find Your Representative form on the right side of the page to input your zip code information for an exact match.

4

10. Iowa Senate District

Enter the numeric Iowa Senate District of the applicant. To find the Iowa Senate District, visit [Find Your Legislator](#). Use the full address form on the right side of the page to input your address information for an exact match.

26

11. Iowa House District

Enter the numeric Iowa House District of the applicant. To find the Iowa House District, visit [Find Your Legislator](#). Use the full address form on the right side of the page to input your address information for an exact match.

51

12. Applicant Status

Select the option that best describes the applicant.

08 Government- Municipal

13. Applicant Institution

Select the option that best describes the applicant.

16 Arts Council/Agency

14. Applicant Discipline

Select the choice that best describes the entity or individual applying to the grant program.

14 Multidisciplinary

15. Federal Employer ID # (##-#####)

426005023

16. Fiscal Agent or School District

Select "yes" if the applicant is applying for a grant using the non-profit status of another organization or is a public school applying to the grant program. Grant funds to public schools must be sent to the School District Office. Please note that not all grant programs are open to organizations that use a fiscal agent or the non-profit status of another organization or schools. Refer to grant guidelines for eligibility.

No

17. Grant Applicant Frequency

Choose the best option to describe the grant applicant

First time applicant to Iowa Arts Council grant programs

18. Grant Applicant Assistance

Did you reach out to the Iowa Arts Council team for assistance while completing the grant application process? Note: this will be used for program monitoring and reporting purposes.

Yes

Unique Entity Identifier for Organizations

* Indicates a required field

1. Unique Entity Identifier (XXXXXXXXXXXX)

All non-individual applicants must have Unique Entity Identifier (UEI). The Unique Entity Identifier (UEI) is a unique twelve-character identification code provided by [SAM.gov](https://sam.gov) that verifies the existence and eligibility of an entity to receive federal funding. A UEI is required to submit the application. To obtain your UEI or to request a UEI, please visit [SAM.gov](https://sam.gov).

CMPDX32YPM74

2. Unique Entity Identifier verification

Upload a screenshot of the applicant organization's profile or confirmation email from [SAM.gov](https://sam.gov) for verification of Unique Entity Identifier (UEI).

[2025 Sam Registration.pdf](#)

Applicant Form W-9 for Organizations

* indicates a required field

1. Applicant Form W-9

Upload a completed and signed IRS form W-9 (PDF format) with the applicant organization's information (Note: individuals are not eligible to apply to grant programs for organizations). You can download a blank form W-9 from the [IRS website](https://www.irs.gov). A link to the current revision of the form can be found near the top of the page.

Primary Contact Information

* indicates a required field

Enter the contact information for the individual responsible for submitting, responding to questions and receiving communication regarding the application.

1. Primary Contact First Name

Wade

2. Primary Contact Last Name

Presley

3. Primary Contact Title

Chairman

4. Primary Contact Organization

Nevada Public Arts Advisory Commission

5. Primary Contact Email

pres64@gmail.com

6. Primary Contact Phone

(515) 231-0375

Authorized Official Contact Information

* indicates a required field

Enter the contact information for the individual with the authority to legally obligate the applicant. This individual will receive award notification and be responsible for signing the grant agreement if awarded funding.

1. Authorized Official First Name

Ryan

2. Authorized Official Last Name

Condon

3. Authorized Official Title

Mayor

4. Authorized Official Organization

City of Nevada

5. Authorized Official Email

mayor@cityofnevadaaiowa.org

6. Authorized Official Phone

(515) 382-5466

Project Information

* indicates a required field

1. Project Title

Nevada Main Street Area Mural

2. Project Start Date

Start date must occur within the eligible funding period.

07/02/2025

3. Project End Date

End date must occur within the eligible funding period.

06/29/2026

4.

Does this project involve placing artwork on a known historic property or in a known historic district?

Per Section 106 of the National Historic Preservation Act, applicants initiating art projects in locations eligible for or listed on the National Register of Historic Properties must identify that intention.

Yes

4.1.

What is the name and address of the historic property or district affected by the art?

Main Street Nevada office, 1015 6th St, Nevada, Iowa

5. Brief Proposal Summary

In 200 characters or less including spaces, provide a brief summary of your proposed arts project. For example: "To support the 'Project,' which will..."

To support a mural in the Main Street Nevada area within the NRHP historic district in downtown Nevada, Iowa. Design will be selected based on creativity and will engage residents and visitors.

Project Activity and Discipline

* indicates a required field

Select the appropriate project activity and the artistic discipline that most closely aligns with your project activities.

1. Project Discipline

Select the choice that most closely aligns with your project activities.

05 Visual Arts

1.1. Applicant Discipline Detail

D Painting

2. Type of Activity

Select the choice that most closely aligns with your project activities.

04 Creation of a Work of Art

Art Project Grant for Organizations Narrative-FY26 * indicates a required field

1. Mission Statement

Enter applicant's mission statement.

Supporting the arts in Nevada as an effort to promote our city's unique identity through engagement with artists and local stakeholders working together to enrich public spaces.

2. Applicant Profile

Describe applicant's organizational history and the community it serves. Provide a broad overview of the programs and services the organization offers.

Nevada was founded in 1853 and today is home to almost 7,000 residents. It serves as the Storey County seat. Nevada has two major railroad lines and two historic roads- the Lincoln Highway and the Jefferson Highway- that run through it. Its downtown is on the National Register of Historic Places as a district.

The Nevada Public Arts Advisory Commission was created by city ordinance March 27, 2023, and seven volunteer members assembled for their first meeting on January 23, 2024. The first order of business was to create the mission statement and do an inventory of existing public art. NPAAC then surveyed the community to see what types of art are desired. Murals tied for the highest percentage (25.5%) along with functional art such as signage and sculptural bike racks. Murals are in the NPAAC 's wheelhouse, while functional art is more in-line with the Main Street Nevada's tasks.

NPAAC also created a list of local artists who use a variety of mediums that we can draw upon when placing a call for artists as well as with other state and regional resources.

NPAAC members are excited to be in the beginning stages of providing programs and projects for the community. Sixty-one percent of survey respondents said art should beautify public shared areas, followed by a way for a community to develop and to add to community pride. NPAAC is eager to rise to this challenge.

3. Project Description

Describe the project activities that will take place during the funding period, including:

- What the project activities are and how they will be accessible by the public.
- Where the project activities will take place.
- The process for selecting the artists participating in the project activities.
- Why applicant is proposing to do this project.
- If this is a public art focused request, include a statement regarding permission to use the site where the art will be located and why that site was chosen.

In 2020-2022, the City of Nevada completed a downtown infrastructure project, including a new streetscape featuring benches, planters, and trash receptacles. This led to the State Bank and Trust developing plans for a new, exciting landscape. The bank is located at 6th (main street) and K Avenue. To the south, next door to the bank's drive-through, is the Main Street Nevada office with its stucco north side open for art possibilities. The bank has offered to clean the previously painted exterior of the building to create an open canvas ready for priming and creating a mural. The location is open to the public 24/7 and every day of the year. It is visible whether walking or driving down Nevada's main street and is near the heart of the downtown.

This mural project was born out of the Leadership Nevada program and was handed over to NPAAC after that class graduated from the program.

NPAAC has taken on this initial project with the knowledge it will springboard future projects, not only for additional murals, but perhaps for 3D and other art works throughout downtown and across the community.

NPAAC sent out a call for artists to create a mural that welcomes visitors to downtown Nevada, improves the standard of living for its residents, and activates the space for interaction between visitors and residents. The call closed on April 10th and NCAAP is in the process of selecting a design. We narrowed it down to 2 designs with the final design to be selected by NPAAC and the Main Street Board. We do have letters of support from Main Street Nevada, State Bank and Trust, and the City of Nevada.

The project will involve contracting with the artist, making sure the wall is primed and ready for the artist. renting a scissor lift, securing the site with safety barriers, and planning an event to debut the art, with the artist, during the annual Lincoln Highway Days held in late August.

4.

Is the project part of regular ongoing programming, like an annual event or exhibit/performing arts series?

Yes

4.1.

Describe how the grant funds will be used to supplement, enhance, or otherwise provide additional opportunities that the applicant has not been able to offer in the past with the existing programming.

This is our first art project and will enhance the visitor and resident experience during Lincoln Highway Days and beyond. Adding this mural to the downtown will welcome everyone to the heart of the community and provide a unifying element to the National Register of Historic Places district. This first project will lead to other artistic opportunities across the community.

5. Schedule of Key Project Dates

Provide a timeline of when project activities outlined in the Project Description will occur. Be sure to include when key artistic decisions will be made, project phases, and events, as applicable. Grant projects may represent a phase of a larger project with a longer timeline. If, for context, you describe activities that occur outside of the eligible funding period, indicate by adding an asterisk (*). Deadlines can be listed as the month it is set to be complete, such as “September 2025”, rather than a specific date.

Activity	Estimated Deadline
Grant submitted	April 22, 2025
Grant begins/ artist contracted	July 2, 2025
Mural work begins	July 5, 2025
Mural work completed	August 20, 2025
Public Reception with Artist	August 22, 2025
Grant Report submitted	September 30, 2025

6. Community Involvement

Describe the intended communities, participants, and/or audiences involved in the project activities, including:

- Key Demographics.
- Specific plans to engage the identified groups in the project activities.
- How they will benefit from project activities.
- Plans to provide equitable access to project activities.

Through surveying the Nevada community, we learned what types of art the residents preferred to be added to the community. The survey was available on-line, at the public library, and through word-of-mouth. A new mural had previously been added by the fire department to their station. just a few blocks east of Main Street. The fire station project was completed prior to NPAAC being formed and the community has embraced that mural. Murals rated high (25.5%) on our survey of what art the community desired. NPAAC will post the project's progress on social media platforms and keep the public informed. Progress will also be viewed by anyone driving or walking past the mural site. By showing the mural progress, we will develop anticipation for its completion. The reception at the end of the project will signal the completion and will be held in conjunction with Nevada's Lincoln Highway Days celebration with many residents and visitors turning out to enjoy festivities downtown and at the fairgrounds.

7. Project Partners & Key Individuals

Complete the table below outlining at least one and up to ten key individuals (such as staff, artists, teaching artists, collaborators, consultants, mentors) and/or partner organizations involved in the project. Because all projects require matching resources from non-federal or state sources, organizations that only provide money are not considered partners. Funders are not excluded from being partners, but they must also supply human resources or information capital or actively participate in another way to be considered partners. Include the individual or Partner Organization's Name and if they are tentative or committed to partnering on the project.

Partner/Individual	Role	Tentative/Committed?
Emily Schaack	Director of Main Street Nevada	Committed
Krista Skaggs	Main Street Nevada President	Committed
Sandy Ehrig	Nevada City Council	Committeed

Wade Presley	NPAAC Chairman	Committed
--------------	----------------	-----------

Tyler Davis	State Bank and Trust loan officer	Committed
-------------	-----------------------------------	-----------

8. Project Partner & Key Individuals Description

Describe why the applicant had chosen the identified partners for this project, what their role will be, and their biographical experience or knowledge relative to this project.

Wade Presley, Chair of NPAAC, will be the project manager. Main Street Nevada has offered their building for the mural and want an active role in the design selection process. We have narrowed the designs down to two (2) possibilities. The Main Street Nevada president is Christa Skaggs and she will help facilitate the design selection. Emily Schaack will be inside the building on a daily basis and can relay any issues that may arise to the project manager. Sandy Ehrig serves as a liaison between NPAAC and the City of Nevada and advises NPAAC on city processes. She also has experience in commissioning a sculpture in a city park. State Bank and Trust offered to clean the wall, which may be done this spring prior to July's priming and other grant work. The wall is visible from their bank teller row and drive thru.

9. Project Goal and Monitoring

State at least one distinct and measurable goal for the project. Effective goals are specific, measurable, achievable, and relevant to the project. They will articulate what the applicant or the intended audience will learn or experience by participating in the proposed arts activities. For example: "We will introduce new youth studio art classes to advance our goal of attracting more families with children to visit the art center."

Describe how the applicant will monitor and evaluate progress toward the stated goal. Examples of evaluation activities include, but are not limited to, surveys of program participants, measuring attendance and third-party program evaluations. If applicable, include plans to share learnings and outcomes.

NPAAC's goal is to help introduce public art to Nevada residents and visitors to the community. Our purpose with this first project is add to the senses and impressions of the "heart" of the town. We will solicit comments from the public in a "guest book" at our unveiling program during Lincoln Highway Days in August. We will use the numbers of signatures in the book to measure attendance of the event. Comments in the guest book will be reviewed as well as a repeat community survey conducted this fall/winter. We will use a compilation of the comments to help guide our next art project.

10. Iowa Arts Council Strategic Goals

Select one Iowa Arts Council strategic goal that best aligns with the applicant's stated goal(s). Note: this item is not scored and will be used for program monitoring and reporting purposes.

Nurture and support cross-sector partnerships that include the arts and artists as a core partner to address community needs.

11. Optional Support Material 1

Submit one page of support material for the proposed project. Support material may include an evaluation tool, sketch of a proposed artwork, letter of support, marketing material, press clipping, lesson plan or artist bios. Applicants whose projects will occur within a locally-designated Cultural and Entertainment District should submit a letter of support from the District for their project. A list of web links is not acceptable.

[Mayor Letter of Support.docx](#)

12. Optional Support Material 2

Submit a second page of document support material for the proposed project. Support material may include an evaluation tool, sketch of a proposed artwork, letter of support, marketing material, press clipping, lesson plan or artist bios. Applicants whose projects will occur within a locally-designated Cultural and Entertainment District should submit a letter of support from the District for their project. A list of web links is not acceptable.

[Copy of Letter of Support - Main Street Nevada.pdf](#)

Project Budget Form - Organizations

* indicates a required field

Refer to program guidelines for complete budget eligibility details. Do not exceed grant request limits set in the Grant Award portion of the program guidelines.

This Example Budget Template may be used to help prepare your budget: [link](#)

1. Direct Project Expenses

Itemize the eligible direct grant project expenses covered by both the requested Iowa Arts Council funds and the Matching Funds in the table below. These are costs that are expended specifically for the project during the period of performance. Review the list of eligible and ineligible expenses found in the grant program guidelines.

Do not include expenses that will be incurred outside the eligible funding period. Include a brief description of each expense and place the numeric dollar amount for that expense in the next column. Round to the nearest dollar. Do not include dollar signs, decimals or commas.

Expense Description	\$ Amount
Scissor Lift (5-7 days)	500
Artist Fee	13000
Priming Wall	2700
Safety Barriers	500
Completion Event with Artist	100

2. Total Indirect Costs

If applicable, enter the amount of indirect costs being applied to the Grant Project. Only include this number if the applicant has an appropriate indirect cost rate negotiated with the applicant's Cognizant Federal agency.

Applicants can include a de minimis indirect cost rate of up to 15% of your modified total direct costs if you do not have a federally negotiated rate and did not include Overhead and Administrative Costs under the Direct Project Expenses. Modified Total Direct Costs include salaries and wages, materials and supplies, services, and travel. Modified Total Direct Costs excludes equipment, capital expenditures, rental costs, among others.

3. Total Project Costs/Expenses

Enter the total direct costs and indirect costs (if applicable) outlined in the tables above. Round to the nearest dollar. Do not include dollar signs, decimals or commas.

16800

4. Enter the Amount Requested from the Iowa Arts Council

Round to the nearest dollar. Do not include dollar signs, decimals or commas.

8400

5. Matching Funds - Cash

Itemize each source of funding for the cash match, the amount from each source, and whether the funds have been secured. The funding source is where the cash match is coming from. This may include sources like private foundations; corporate or individual donors; ticket sales; or the organization's operating budget. Be as specific as possible in listing the source.

Revenue Description	\$ Amount	Secured (yes/no)
NPAAC	4700	yes
Main Street	2500	yes
Donations	700	no

6. Matching Funds - In-Kind

Itemize third-party contributions to the project. These are non-cash goods and services that are necessary and reasonable for the project. Do not include goods, facilities, or services contributed by your own organization as these are considered part of your own organization's cash cost share/match. The in-kind contributions must also be included as direct costs in the Direct Project Expenses form above to balance your budget.

In-Kind Description	\$ Value
Main Street Nevada- safety barriers	500

7. Total Project Revenue

Enter the total of the amount requested from the Iowa Arts Council and the matching funding outlined above. To meet the one-to-one match requirement, ensure the sum of cash and in-kind match is greater than or equal to the amount requested from the Iowa Arts Council. This amount should be equal to the Total Project Costs/Expenses. Round to the nearest dollar. Do not include dollar signs, decimals or commas.

16800

8. Additional Project Budget Notes

Provide information to clarify any line item included in the project budget, or to provide further details on the scope of your project budget. If matching funds sources are pending, describe the timeline for securing the funds and the level of certainty in securing them.

There are several individuals who have indicated they will donate to the project, but the City has not yet received those funds. We are confident we will secure the additional funds (\$700) as outlined in the budget.

Minority Impact Statement

* indicates a required field

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code Section 8.11, grant applications submitted to the State of Iowa shall include a Minority Impact Statement. This is the state's mechanism to require grant applicants to consider the potential impact of the grant project's proposed programs or policies on minority groups.

1.

Please choose the statement that pertains to this grant application. Complete all the information requested for the chosen statement.

The proposed grant project programs or policies are not expected to have a disproportionate or unique impact on minority persons.

1.1. Present the rationale for determining no impact .

The mural will be open to the public 24/7 and may be viewed either by drivers or pedestrians.

2. Certification

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge.

Certification & Release of Information

* indicates a required field

For the purposes of the following questions, "principals" includes any current or prospective officer, director, or owner. If the applicant is an individual artist, the principal is the individual artist.

1.

Have there been any current or past bankruptcies on the part of the applicant entity (or predecessor entities), or on the part of any principal of the applicant entity? Has the applicant entity ever been subject to foreclosure?

No

2.

Is the applicant entity or principal currently delinquent in the payment of state or local taxes or otherwise in substantial noncompliance with Iowa tax law?

No

3. Has the applicant entity or any principal been debarred by the federal government?

No

4.

Are there any judgments or court actions currently pending or completed against the applicant entity or any principal in the past five years?

No

5.

Has any principal been accused or convicted of any wrongdoing or felony in the past five years?

No

6.

Have there been, or are there currently any investigations of potential violations of public health, safety (including workplace safety) or environmental laws by the applicant entity or any principal in the past five years?

No

7.

The undersigned representative of the Applicant gives permission to the Iowa Economic Development Authority (IEDA) to research the Applicant, make credit checks, contact the Applicant's financial institutions, insurance carriers, and perform other related activities necessary for reasonable evaluation of this application.

I understand and confirm this statement.

8.

The undersigned authorizes the Iowa Department of Revenue (IDR) to provide to IEDA state tax information pertinent to the Applicant's standing with IDR, including but not limited to information related to state income tax, sales and use tax, state withholding, and state tax credits claimed. The undersigned representative of the applicant further authorizes the IDR to access tax incentive information pertinent to the responsibilities of IDR, including but not limited to information IDR is required to report to the Iowa General Assembly and information required to process tax incentive claims. The undersigned authorizes other state entities to provide IEDA information pertinent to the application and standing, including but not limited to, the Iowa Department of Natural Resources, the Iowa Department of Public Safety, Iowa Attorney General, and Iowa Workforce Development.

I understand and confirm this statement.

9.

All information submitted to IEDA related to this application is subject to Iowa's Open Record Law (Iowa Code, Chapter 22).

I understand and confirm this statement.

10.

This application is not an award or promise of a grant. I understand this application is subject to approval by IEDA. Furthermore, I am aware that grant funds will not be disbursed until a contract has been executed by the principal officer of the Applicant and the Director of IEDA and all terms, conditions, and requirements of Iowa Code for this program, all applicable administrative rules, and the contract have been satisfied.

I understand and confirm this statement.

11. IEDA reserves the right to negotiate the financial assistance.

I understand and confirm this statement.

12.

I, as the authorizing official of the applicant, verify that no overlapping costs with any other pending or approved application(s) for federal/state funding and/or approved federal/state awards have been submitted with this application.

I understand and confirm this statement.

13.

I, as the authorizing official of the applicant, certify compliance with the following nondiscrimination statutes and understand that the Iowa Arts Council may conduct a review of grant activities at any time to ensure that they are in compliance with these statutes.

- Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.)
- Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.)
- Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.)
- National Endowment for the Arts' implementation of Section 504 requirements

I understand and confirm this statement.

14.

I, as the authorizing official of the applicant, certify compliance with federal and state laws, guidance, rules, regulations, and orders applicable to the funding source and the project.

I understand and confirm this statement.

15.

I, as the authorizing official of the applicant, agree to acknowledge the Iowa Arts Council and the Iowa Economic Development Authority's support in all materials and announcements, audio and visual, for all grant funded activities according to published logo and credit line guidelines.

I understand and confirm this statement.

16.

I hereby certify that all representations, warranties, or statements made or furnished to IEDA in connection with this application are true and correct in all material respect. I understand that it is a criminal violation under Iowa law to engage in deception and knowingly make, or cause to be made, directly or indirectly, a false statement in writing for the purpose of procuring economic development assistance from a state agency or subdivision.

IEDA will not provide assistance in situations where it is determined that any representation, warranty, or statement made in connection with this application is incorrect, false, misleading or erroneous in any material respect. If assistance has already been provided prior to discovery of the incorrect, false, or misleading representation, IEDA may initiate legal action to recover incentives and assistance awarded to the Business.

I understand and confirm this statement.

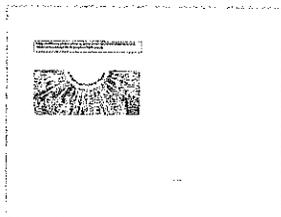
17. Authorizing Official Name

Ryan Condon

18. Authorizing Official Title

Mayor, City of Nevada

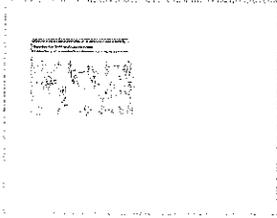
MEDIA Edit



Courtney Moller design for NPAAC "Your Story Starts Here"

Year: 2025

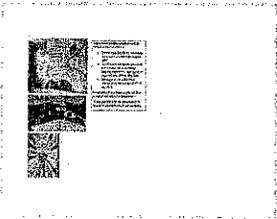
Design submitted for Nevada Main Street Area Mural, 9'x12', acrylic paint with sealant.



Kelsey Wilson sketch design for NPAAC "Feels Like Home"

Year: 2025

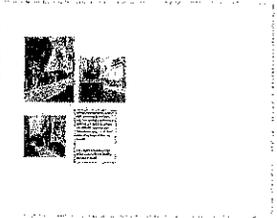
Sketch for 9'x12' Nevada Main Street Area Mural, completed with acrylic pain and sealant



Samples of previous works by Courtney Moller

Year: 2023, 2024

1. Passing Time Candle, Urbandale, Iowa. 2023, approximately 8'x8', acrylic paint
2. City of West Des Moines, "Starry Night", 2024, approximately 10'x20', acrylic paint with weather resistant sealant.
3. Home Sweet Cone, West Des Moines, 2024, approximately 8'x10', acrylic paint



Sample of previous work by Kelsey Wilson

Year: 2023-2024

Jefferson, Iowa, "Imagination Alley", 100'x30' mural, acrylic paint with sealant.

Shows artist's ability to complete a large-scale mural.

Erin Mousel

From: SlideRoom <notifications@slideroom.com>
Sent: Monday, April 21, 2025 10:33 AM
To: Erin Mousel
Subject: Thank you for using SlideRoom!

Warning: Unusual sender <notifications@slideroom.com>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

SlideRoom

Submission Complete

Hello Janice Gammon,

Thank you for using SlideRoom. Your submission has been successfully sent to FY 2026 Art Project Grants for Organizations at Iowa Economic Development Authority.

Your confirmation number is 52408099796.

We hope that SlideRoom was a great experience for you. Please email any comments to us at feedback@slideroom.com.

If you have any questions or need any help you can reply to this email or contact us at support@slideroom.com.



NEVADA PUBLIC SAFETY DEPARTMENT

1209 6th Street - P.O. Box 530 Nevada, Iowa 50201 Tele: 515-382-4595

Item # 5G
Date: 4-28-25



Chris Brandes
Public Safety Director
Chief of Police

Nevada Public Safety Department – Fire & EMS

TO: Nevada City Council

FROM: Raymond Reynolds
Nevada Public Safety-Director of Fire and EMS

DATE: April 22, 2025

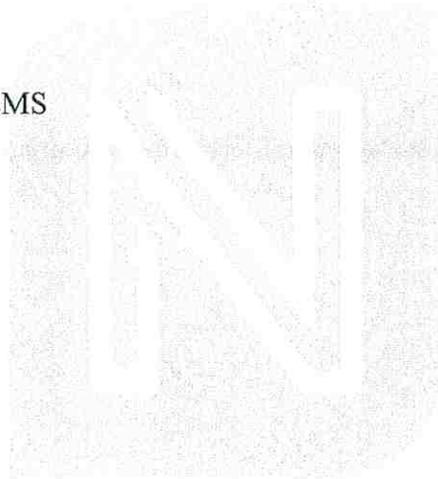
RE: Recommendation for Fire Department Probationary Membership Status.
Firefighters Doug Burton and Bronzon Mason

An application has been received from the above mentioned applicants for membership with the Nevada Fire Department. A background check and the chief's interview were completed. The membership review was conducted and a successful 30-day training and orientation period was completed by the applicants. Per department Standard Operating Guidelines for new applicants, it is my recommendation these applicants be approved as a probationary member of Nevada Fire Department. Their probationary period is one-year upon completion of permanent membership training requirements.

Please contact me should you have questions regarding this memorandum.

Respectfully,

Ray Reynolds, Director of Fire & EMS





PROCLAMATION

WHEREAS, the entire community can inspire, equip and mobilize people to take action that changes the world, and

WHEREAS, volunteers can connect with local community service opportunities through hundreds of community service organizations, laying the foundation for tomorrow's growth and prosperity; and

WHEREAS, individuals and communities are at the center of social change, discovering their power to make a difference; and

WHEREAS, during this month all over the nation, service projects will be performed and volunteers recognized for their commitment to service; and

WHEREAS, the giving of oneself in service to another empowers the giver and the recipient; and

WHEREAS, experience teaches us that government by itself cannot solve all of our nation's social problems; and

WHEREAS, volunteers are vital to our future as a caring and productive nation; and

NOW, THEREFORE, BE IT RESOLVED THAT, I, Ryan Condon, Mayor of the City of Nevada, Iowa, do hereby proclaim

April 20 - 26, 2025
NATIONAL VOLUNTEER WEEK

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Great Seal of the City of Nevada, Iowa to be affixed this 28th day of April, 2025.





Ryan Condon, Mayor



For Immediate Release

April 29, 2025

City of Nevada & Nevada Foundation Announce Human Services Grant Funding Opportunity

The City of Nevada and Nevada Foundation have formed a partnership to provide grant funding to non-profit organizations addressing the basic needs of food, shelter, and clothing for the citizens of Nevada. We anticipate the City of Nevada will commit \$35,000 to the Nevada Foundation for these grants after July 1, 2025.

Ryan Condon, Mayor of Nevada explains, "We are pleased to again partner with the Nevada Foundation to make these grant funds available for such important causes in our community. We appreciate their willingness to partner with us on this initiative."

All previous Foundation funding awards must be spent, and final reports submitted for a non-profit serving Nevada to apply for this new funding.

The applications will be due by 4:00 pm on July 3rd. The final award announcements will be made no later than July 22nd. Application materials can be found on the Foundation website: www.nevadaiowafoundation.org.

#####

ORDINANCE NO. 1064 (2024/2025)

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF NEVADA, IOWA, BY REZONING THE PROPERTY AT 630 6TH STREET, FROM R-3 (URBAN FAMILY RESIDENTIAL DISTRICT) TO R-4 (MULTIPLE FAMILY DWELLING DISTRICT).

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

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

*Parcel 11 072 554 00 – The old medical center at 630 N 6th St:
Block Forty (40), Original Town of Nevada, Story County, Iowa*

*Parcel 11 072 503 60 – The parking lot at 5th St and F Ave:
The South 10 feet of Lot Eight (8) and all of Lot Nine (9), Block Thirty-nine (39), Original Town of Nevada, Story County, Iowa*

*Parcel 11 072 556 60 – The Parking lot at 6th St and F Ave:
Lone One (1) and the N½ of Lot Four (4), Block Forty-Five (45), Original Town of Nevada, Story County, Iowa*

and shall be rezoned from “R-3” (Urban Family Dwelling District) to R-4 (Multiple Family Dwelling District).

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

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

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

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

PASSED AND APPROVED this 14th day of April, 2025, through the first reading.
PASSED AND APPROVED this ___ day of ___, 2025, through the second reading
PASSED AND APPROVED this ___ day of ___, 2025, through the third and final reading.
Enacted upon publication.

Ryan Condon, Mayor

ATTEST:

Kerin Wright, City Clerk

Order Number:
L10W0263332
Classification:
Govt Public Notices
Package:
General Package
Additional Options:
1 Affidavit \$0.00
Total payment:
\$43.20

Account Details
City Of Nevada
1209 6th ST, CITY CLERK'S
OFFICE
Nevada, IA, 50201-1538
515-382-5466
emouse1@cityofnevadaiaowa.org
City Of Nevada

Thu Apr 3, 2025
Nevada Journal
All Zones

Item # 4A
Date: 4/14/25

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

The City Council of the City of Nevada, Iowa, has received a recommendation from the Planning and Zoning Commission to approve a rezoning request from the property owner, Nevada Housing, LLC to amend the zoning ordinance of the City of Nevada, Iowa, by changing the zoning classification on the following described property, 630 N 6th Street, owned by Nevada Housing, LLC and located within the corporate limits of the City of Nevada, Iowa, from R-3 (Urban Family Dwelling District) to R-4 (Multiple Family Dwelling District).

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

Parcel 11 072 554 00 – The old medical center at 630 N 6th St:

Block Forty (40), Original Town of Nevada, Story County, Iowa

Parcel 11 072 503 60 – The parking lot at 5th St and F Ave:

The South 10 feet of Lot Eight (8) and all of Lot Nine (9), Block Thirty-nine (39), Original Town of Nevada, Story County, Iowa

Parcel 11 072 556 60 – The Parking lot at 6th St and F Ave:

Lone One (1) and the N½ of Lot Four (4), Block Forty-Five (45), Original Town of Nevada, Story County, Iowa

The Planning and Zoning Commission of the City of Nevada, Iowa, held a public hearing on this request on the 6th day of January, 2025. It is their recommendation to approve the rezoning request.

The City Council of the City of Nevada, Iowa, will hold a public hearing on this request on the 14th day of April, 2025 at the City Council Meeting which is set to begin at 6:00 o'clock P.M., in the Nevada City Hall, 1209 Sixth Street, Nevada, Iowa, to consider the recommendation.

It is your right to attend this hearing and express your views concerning the proposed change, or you may submit your comments in writing to the City Clerk no later than 9:00 o'clock A.M. on the 14th day of April, 2025.

Kerin Wright
City Clerk
April 3 2025
L10W0263332

RESOLUTION NO. 086 (2024/2025)

A RESOLUTION APPROVING THE CONTRACT BETWEEN IOWA ECONOMIC DEVELOPMENT AUTHORITY AND THE CITY OF NEVADA FOR THE AWARD OF COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, 25-DTR-004

WHEREAS, the City of Nevada (City) is entering into a contract with Iowa Economic Development Authority (IEDA); and

WHEREAS, the City submitted an application for funding and the application was approved; and

WHEREAS, eight (8) facades have been committed to being included in the application for grant funding from the Iowa Economic Development Authority's Downtown Revitalization Fund, funded through a Community Development Block Grant (CDBG); and

WHEREAS, IEDA has awarded the City a Community Development Block Grant in the amount not to exceed \$650,000.00; and

WHEREAS, the contract has been prepared between IEDA and the City subject to the terms and conditions outlined in Exhibit A, per contract number 25-DTR-004; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Iowa, that the City accepts this grant upon the terms and conditions set forth in Exhibit A, Contract Number 25-DTR-004 for the Community Development Block Grant Program. The Mayor and City Clerk are hereby authorized to execute the agreement and execute such other documents that are necessary on behalf of the City of Nevada.

Passed and approved this 28th day of April, 2025.

Ryan Condon, Mayor

ATTEST:

Kerin Wright, City Clerk

April 08, 2025

Honorable Ryan Condon
City of Nevada
1209 6th St
Nevada, Iowa 50201

SUBJECT: 2025 CDBG Downtown Revitalization Award (25-DTR-004)

Dear Mayor Condon:

I am pleased to inform you the Iowa Economic Development Authority (IEDA) has awarded the City of Nevada a Community Development Block Grant (CDBG) in an amount not to exceed \$650,000.

Your contract with respect to this award (the "Contract") will have a start date of April 1, 2025 pending successful contract negotiation and complete execution. Enclosed is the Contract between the City of Nevada and IEDA. Please review the document thoroughly. Once signed, please return electronic signed copy to Terie Taylor-Wolf at IEDA. Upon receipt of your signed contract, we will execute and upload a copy to IowaGrants.gov for your records.

No HUD Funds or non-HUD funds may be committed to the project until the applicant has secured environmental approval from the State, as provided in HUD regulation 24 CFR Part 58. In addition, pending environmental approval and pursuant to 24 CFR Part 58.22(a), no grant recipient or participant in the development process, including contractors or sub-contractors, may undertake an activity that may limit the choice of reasonable alternatives. Such choice limiting actions include real property acquisition, conducting a competitive sealed bid process for the project, signing a construction contract, leasing, rehabilitation, repair, demolition, conversion, and construction.

IF ANY CONDITIONS CONTAINED IN THIS LETTER ARE NOT SATISFIED IN THE SOLE DISCRETION OF IEDA, OR THE CONTRACT IS NOT FULLY EXECUTED BY June 15, 2025, THIS AWARD OF FUNDS SHALL BE RESCINDED, AND NO REIMBURSEMENT IS AVAILABLE FOR ANY COSTS INCURRED BY THE CONTRACT RECIPIENT WITH RESPECT TO THIS AWARD.

If you have any questions, please contact your project manager, Sarah Plowman, at (515) 348-6213 or by e-mail at Sarah.Plowman@IowaEDA.com.

IEDA looks forward to working with the City of Nevada on its CDBG Downtown Revitalization project **once all conditions to the award have been met and the contract is fully executed.**

Sincerely,


Debi Durham (Apr 8, 2025 08:35 CDT)
Debi Durham, Director

cc: Zhi Chen, Mid-Iowa Planning Alliance
File: IowaGrants.gov

**IOWA ECONOMIC DEVELOPMENT AUTHORITY
COMMUNITY DEVELOPMENT DIVISION**

FEDERAL GRANT SUBRECIPIENT AWARD SUMMARY

PROJECT INFORMATION

PROJECT TITLE: Nevada (CDBG Downtown Revitalization)
TOTAL FEDERAL FUNDS AWARD TO RECIPIENT: \$650,000
GRANT AWARD PERIOD: April 1, 2025 to March 31, 2028
FEDERAL AWARD PROJECT DESCRIPTION: CDBG Downtown Revitalization Project

SUBRECIPIENT INFORMATION

AGENCY NAME: City of Nevada
ADDRESS: 1209 6th St, Nevada, 50201
UEI (UNIQUE ENTITY IDENTIFIER): CMPDX32YPM74
SUBRECIPIENT'S INDIRECT COST RATE: N/A

FEDERAL FUNDS INFORMATION

FEDERAL FUNDING ENTITY: U.S. Department of Housing and Urban Development
FEDERAL PROGRAM NAME: Community Development Block Grant
FEDERAL AWARD NUMBER: B-24-DC-19-0001
FEDERAL AWARD DATE: 07/01/2024
CATALOGUE OF FEDERAL DOMESTIC ASSISTANCE: 14.228
TOTAL FEDERAL AWARD AMOUNT: \$24,168,777
AWARD FOR RESEARCH AND DEVELOPMENT: NO

**IOWA ECONOMIC DEVELOPMENT AUTHORITY
COMMUNITY VITALITY DIVISION INFORMATION**

CONTACT PERSON: Nichole Hansen
E-MAIL ADDRESS: nichole.hansen@iowaeda.com
TELEPHONE NUMBER: (515) 348-6215

This information is provided as a requirement of 2 CFR 200.331 Requirements for pass-through entities. All requirements imposed by the Federal entity and passed on to IEDA. In turn IEDA passes on to the subrecipient all requirements imposed by the Federal entity and that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.

REQUIRED ACKNOWLEDGEMENT OF ENVIRONMENTAL REVIEW REQUIREMENTS

By signing below, I hereby acknowledge that I accept and understand that no construction or other choice limiting actions may be commenced in relation to any portion or aspect of this project, regardless of the funding source, prior to the grant recipient, (city or county) receiving a formal Release of Funds letter from the offices of the Iowa Economic Development Authority (IEDA).

Choice limiting actions include not only actual traditional construction activities but also the purchase or lease of land or structures, bid letting (**any advertisement of bids**), signing construction contracts of any kind, rehabilitation, repair, remodeling, demolition, conversion, and any phase of construction activity whatsoever.

Release of Funds letters will be issued only upon proper completion and submittal of the appropriate level of Environmental Review Record (ERR) for the project to IEDA through the iowagrants.gov system.

I understand that violation of this federal rule by taking any prohibited action as outlined above prior to the receipt of a Release of Funds letter from IEDA is likely to result in the forfeiture of CDBG grant monies awarded.

Signed: _____
Mayor or County Chairperson

Date: _____

Print Name: _____

Signed: _____
Grant Administrator

Date: _____

Print Name: _____

Signed: _____
Subrecipient Entity (if applicable)

Date: _____

Print Name: _____

We strongly suggest that you please share this form with any engineers or architects involved in the project.

Note: Following execution and dating this form must be uploaded into the "Required Uploads" component for your respective grant project in the iowagrants.gov system. No claim for grant funds will be processed until this task is completed.



**IOWA ECONOMIC DEVELOPMENT AUTHORITY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
CONTRACT**

RECIPIENT: Nevada
CONTRACT NUMBER: 25-DTR-004
EFFECTIVE DATE: April 1, 2025
AWARD AMOUNT: \$650,000
END DATE: March 31, 2028

THIS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ("CDBG") CONTRACT is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 1963 Bell Ave, Suite 200, Des Moines, Iowa 50315 ("Authority") and "Recipient", effective as of the date stated above.

WHEREAS, the Authority is designated to receive, administer, and disburse CDBG funds; and

WHEREAS, the Authority desires to disburse grant funds to the Recipient for eligible purposes primarily benefiting low and moderate income persons, eliminating slums and blight, or meeting community development needs having particular urgency; and

WHEREAS, the Recipient submitted an Application for funding to the Authority and the Authority has approved the Application; and

WHEREAS, in approving the Application the Authority has relied upon the Recipient's representations of proposed Project activities, management and financial condition of the Recipient, investment of other Project funds, and other material information contained therein; and

WHEREAS, the Recipient has certified to the Authority that the primary purpose for obtaining CDBG funds is to primarily benefit low and moderate income persons, eliminate slums and blight, or meet community development needs having a particular urgency;

NOW, THEREFORE, the Recipient accepts this grant upon the terms and conditions set forth in this Contract. In consideration of the mutual promises contained in this Contract and other good and valuable consideration, it is agreed as follows:

ARTICLE 1
DEFINITIONS

As used in this Contract, the following terms shall apply:

- 1.1 **ACT.** Act means Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.).
- 1.2 **ACTIVITY.** "Activity" means the description of eligible work, services, and other accomplishments, as authorized by Section 105 of the "Act" and as further defined in 24 CFR 570.482, as revised April 1, 1997. Activities are found in the line items in the Recipient's "Budget Activity" in IowaGrants.gov account and have specific performance targets.
- 1.3 **ADMINISTRATIVE CODE.** "Administrative Code" means 261 Iowa Administrative Code, Chapter 23 and 25. Iowa Administrative Code is the composite of all rules adopted and administered by the executive branch to implement state law and policy.
- 1.4 **ALLOWABLE COSTS.** "Allowable Costs" are those costs which are identified in the "Budget Activity", Application, and consistent with Federal regulations and guidelines applicable to the CDBG program.
- 1.5 **APPLICATION.** "Application" is the Application the Recipient submitted in IowaGrants.gov.
- 1.6 **BUDGET.** "Budget" means the "Budget Activity" as found in the Recipient's IowaGrants.gov account.
- 1.7 **COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG).** "Community Development Block Grant Program" means the grant program authorized by Title I of the Housing and Community Development Act of 1974, as amended.
- 1.8 **CONTRACT.** "Contract" means this Contract and all of the notes, leases, assignments, mortgages, and similar

documents referred to in the Contract and all other instruments or documents executed by the Recipient or otherwise required in connection with the Contract, including the CDBG grant Application together with any related submittal documents.

- 1.9 **END DATE.** "End Date" means the date the Contract ceases to be in force and effect. The Contract expires upon the occurrence of one of the following: a) the Recipient fulfills the conditions and Project activities agreed to herein as of the end date stated above; or b) the Contract is terminated by the Authority due to any default under Article 9.1; or c) the Contract is terminated in accordance with provisions set forth in Sections 8 and 9 of the General Provisions, Attachment A of this Contract.
- 1.10 **GRANT.** "Grant" means the award of CDBG funds to the Recipient for Project activities.
- 1.11 **HUD.** "HUD" means the U.S. Department of Housing and Urban Development.
- 1.12 **IOWAGRANTS.GOV.** "Iowa Grants.gov" means Iowa's Funding Opportunity Search and Grant Management System. This system allows you to electronically apply for and manage grants received by the state of Iowa. Persons accessing the system for this purpose are required to register online at www.IowaGrants.gov.
- 1.13 **LOW- AND MODERATE-INCOME FAMILIES.** "Low- and Moderate-Income Families" means those families earning no more than 80 percent of the higher of the median family income of the county or the statewide nonmetropolitan area as determined by the latest U.S. Department of Housing and Urban Development, Section 8 income guidelines. Unrelated individuals living together shall be considered as one-person families for this purpose.
- 1.14 **LOW- AND MODERATE-INCOME PERSONS.** "Low and Moderate Income Person" means a member of a low- and moderate-income family as defined above.
- 1.15 **PROJECT.** "Project" means the totality of "Activity", to be performed by the Recipient as described in the application the Recipient submitted in IowaGrants.gov and approved by the Authority.
- 1.16 **RECIPIENT.** "Recipient" means the entity identified above that has been selected to receive Program funds to undertake the funded Project and agrees to comply with all applicable CDBG requirements, including those found in Title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, and any other HUD funded program as applicable. For purposes of this agreement the "Recipient" shall also be considered to meet the definition and qualifications as a "Subrecipient" as defined in 2 CFR 200.93 and 2 CFR 200.330 and agrees to receive this "Subaward" as defined in 2 CFR 200.92.

ARTICLE 2 **FUNDING**

- 2.1 **FUNDING SOURCE.** The source of funding for the Grant is a Federal appropriation for the Community Development Block Grant (CDBG) Program.
- 2.2 **RECEIPT OF FUNDS.** All payments under this Contract are subject to receipt by the Authority of sufficient Federal funds for the CDBG program. Any termination, reduction or delay of CDBG funds to the Authority shall, at the option of the Authority, result in the termination, reduction or delay of CDBG funds to the Recipient.
- 2.3 **PRIOR COSTS.** If any Recipient has received written approval from the Authority to incur certain costs prior to the Effective Date of this Contract, then said written approval and the terms and conditions therein are incorporated herein and made a part of this Contract by this reference as if fully set forth. Any such costs incurred prior to the Effective Date of this Contract are subject to the Special Conditions and General Conditions of this Contract.
- 2.4 **DISBURSEMENT OF LESS THAN THE TOTAL AWARD AMOUNT.** If the total award amount has not been requested by the Recipient within sixty (60) days after the End Date, then the Authority shall be under no obligation for further disbursement. The Authority may allow access to funds after this time for allowable costs associated with the conduct of the audits required in Article 2.0 of the General Provisions, Attachment A to this Contract.

ARTICLE 3
TERMS OF GRANT

3.1 **TIME OF PERFORMANCE.** The services of the Recipient are to commence as of the Effective Date and shall be undertaken in such a manner as to assure their expeditious completion. All of the services required hereunder shall be completed on or before the End Date.

3.2 **MAXIMUM PAYMENTS.** It is expressly understood and agreed that the maximum amounts to be paid to the Recipient by the Authority for any item of work or service shall conform to the "Budget Activity" as found in the Recipient's IowaGrants.gov account. It is further understood and agreed that the total of all payments to the Recipient by the Authority for all work and services required under this Contract shall not exceed the Award Amount unless modified by written amendment of this Contract as provided for in Section 1.0 of the General Provisions, Attachment A.

3.3 **LOCAL EFFORT REQUIREMENTS.** The Recipient agrees to provide local contribution to the Project as defined in the "Local" column of the "Budget Activity". Expenditures above this level, necessary to complete the "Budget Activity", shall be paid with local funds. Reports of the local funds expended shall be included in the Request for Payment/Activity Status Report specified in Article 8.1(b), "Reports." The Authority does not agree to allow a delay in the contribution of local cash. When a delay is allowed, the delay shall be until the specified date or until two-thirds of the grant amount has been drawn down, whichever come first, at which time no further Federal funds may be drawn down until sufficient local cash has been expended to attain the ratio of Federal to local funds specified in the Budget.

3.4 **ADMINISTRATION.** This Contract shall be administered in accordance with "Administrative Code" and all applicable State and Federal laws and regulations, including the Iowa Community Development Block Grant Management Guide, which has been distributed by the Authority to the Recipient.

3.5 **SATISFACTORY PERFORMANCE.** For all projects requiring approval of final plans and specifications by the Iowa Department of Natural Resources, said approval shall be completed within eighteen (18) months of the Effective Date of this contract.

ARTICLE 4
PERFORMANCE TARGET ACHIEVEMENT

4.1 **PERFORMANCE TARGETS.** By the End Date, the Recipient shall have accomplished the activities and performance targets as described in the "Budget Activity", and as further elaborated in the Application, as approved by the Authority.

4.2 **DETERMINATION OF CONTRACT PERFORMANCE.** The Authority has the final authority to assess whether the Recipient has met their performance targets by the End Date. The Authority shall determine completion according to the performance targets set forth in the "Budget Activity". The Authority reserves the right to monitor and measure at any time during and after the Contract term the achievement of the performance targets.

ARTICLE 5
USE OF FUNDS

5.1 **GENERAL.** The Recipient shall perform in a satisfactory and proper manner, as determined by the Authority, the work activities and services as written and described in the approved grant proposal (Application) as summarized in the Recipient's approved Community Development Block Grant "Budget Activity".

5.2 **PROGRAM INCOME.** Proceeds generated from the use of CDBG funds are considered program income when the total amount received by the Recipient in a fiscal year exceeds \$35,000, at which time the entire \$35,000 and excess are considered program income. Prior to the End Date, all program income shall be expended prior to requesting additional CDBG funds. Program income received by the Recipient after the End Date shall be returned to the Authority unless the Recipient has submitted, and the Authority has approved, a re-use plan. If applicable, any CDBG proceeds derived from an approved Revolving Loan Fund are considered program income, regardless of the amount received in any year.

5.3 **BUDGET REVISIONS.** Budget revisions shall be subject to prior approval of the Authority through the contract amendment process. Budget revisions shall be compatible with the terms of this Contract and of such a nature as to qualify as an allowable cost. Budget revisions requested during the final ninety (90) days of the Contract period will be approved by the Authority only if it determines that the revisions are necessary to complete the Project.

5.4 **GENERAL ADMINISTRATIVE COST LIMITATIONS.** Federal funds used for reasonable administrative costs, as allowed under Federal and State regulations, shall be limited to ten percent (10%) of the total CDBG funds as specified in the "Budget Activity". Total administrative costs (Federal plus local) on the Project shall not exceed ten percent (10%) of total Project "Budget Activity". Program income received by the Recipient during the Contract period is subject to the ten percent (10%) administrative cost limitation.

5.5 **COST VARIATION.**

(a) In the event that the total Project cost is less than the amount specified in the Agreement and the "Budget Activity", the CDBG participation shall be reduced at the same ratio to the total Project cost reduction as the original ratio of the CDBG funds to the total Project costs. Any disbursed excess above the reduced CDBG participation amount shall be returned immediately to the Authority.

(b) In the event that the total Project cost is greater than the amount specified in the "Budget Activity", the Authority shall, upon request, consider increasing the CDBG participation in the same ratio to the total increase in Project cost as the original ratio of CDBG funds to the total Project costs. The consideration of an increase of CDBG funds for a Project shall be subject to availability of funds, determination of reasonable and allowable costs, and all other applicable program rules.

(c) The Recipient may request the Authority to increase the CDBG participation to an amount that is higher than the proportional ratio. The Authority may permit such a higher increase if, in the Authority's judgment, the Recipient has demonstrated financial hardship.

ARTICLE 6
CONDITIONS TO DISBURSEMENT OF FUNDS

Unless and until the following conditions have been satisfied, the Authority shall be under no obligation to disburse to the Recipient any amounts under this Contract:

6.1 **CONTRACT EXECUTED.** The Contract shall have been properly executed and, where required, acknowledged.

6.2 **COMPLIANCE WITH ENVIRONMENTAL AND HISTORIC PRESERVATION REQUIREMENTS.** Funds shall not be released under this Contract until the Recipient has satisfied the environmental review and release of funds requirements set forth in 24 CFR Part 58, "Environmental Review Procedures for the Community Development Block Grant Program", and summarized in the Iowa CDBG Management Guide. In addition, construction contracts for non-exempt activities shall not be executed and construction shall not begin prior to providing the Authority with documentation of the Recipient's compliance with Section 106 of the National Historic Preservation Act and 36 CFR Part 800, "Protection of Historic Properties." The Recipient shall comply with any programmatic Memorandum of Understanding between the Iowa Economic Development Authority and the Iowa State Historic Preservation Office, applicable to any activities included in this contract.

6.3 **PERMITS AND LICENSES.** The Authority reserves the right to withhold funds until the Authority has reviewed and approved all material, such as permits or licenses from other state or Federal agencies, which may be required prior to Project commencement.

6.4 **EXCESSIVE FORCE POLICY.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's policy on protecting individuals engaged in nonviolent civil rights demonstrations from the use of excessive force by law enforcement agencies within its jurisdiction, and enforcing state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction, consistent with the provisions of Section 906 of the National Affordable Housing Act of 1990 and Subsection 104(l) of the Housing and Community Development Act of 1974, as amended.

6.5 **RESIDENTIAL ANTI/DISPLACEMENT AND RELOCATION ASSISTANCE PLAN APPROVAL.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's Residential Anti/Displacement and Relocation Assistance Plan, consistent with the requirements of Section 104(d) of the Housing and Community Development Act of 1974, as amended.

6.6 **EQUAL OPPORTUNITY POLICY.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's equal opportunity policy, consistent with Section 109 of the Housing and Community Development Act of 1974 as amended.

6.7 **PROCUREMENT POLICY.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's procurement policy, consistent with 2 CFR 200.318.

6.8 **FAIR HOUSING POLICY.** The Authority, prior to release of funds under this Contract, shall review and approve the

Recipient's fair housing policy, consistent with Section 109 of the Housing and Community Development Act of 1974 as amended.

6.9 **CODE OF CONDUCT.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's code of conduct, consistent with 2 CFR 200.318.

6.10 **CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY.** For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.10 shall apply to the activities funded by this Contract.

ACTIVITY NUMBER(S)	APPLICABLE CONDITIONS
181 - Administration	6.10(l) - Administrative Plan
116 - Facade Improvements	6.10(h) - Facade Easements
116 - Facade Improvements	6.10(m) - Bid Solicitation Requirement and Construction Restrictions

(a) **DEPARTMENT OF NATURAL RESOURCES APPROVAL.** Construction shall not begin prior to the written approval of the Iowa Department of Natural Resources.

(b) **REVIEW OF HANDICAPPED ACCESSIBILITY.** Prior to release of funds for construction, the Authority shall receive and review a signed statement from the Project architect that proposed construction will meet all handicapped accessibility and ADA requirements based on approved design plans.

(c) **DEPARTMENT OF HEALTH APPROVAL.** Construction shall not begin prior to receipt of written approval from the Iowa Department of Health.

(d) **FRANCHISE ORDINANCE/28E AGREEMENT.** Prior to the release of funds for construction, the Recipient shall submit, as appropriate, either an ordinance authorizing the franchise or an executed 28E Agreement for the activity for the Authority's review.

(e) **BULK PURCHASE AGREEMENT.** Prior to release of funds for construction, the Recipient shall submit an executed "Bulk Purchase Agreement" for the Authority's review.

(f) **RURAL WATER CONNECTION FEE PROJECTS.** Prior to release of funds for payment of a connection fee, the Authority shall receive and review a copy of the water purchase agreement which outlines the basis for determining the connection fee; a signed letter with the engineer's seal from the project engineer which certifies that construction is complete and water service is available to the Recipient; and a formal invoice from the Subrecipient which requests payment of the connection fee and provides a breakdown of the Federal and local dollar amounts. The Request for Payment/ Activity Status Report for the connection fee will not be processed until the Authority has received the required documentation listed in this Article.

(g) **STATE BUILDING CODE BUREAU APPROVAL.** Bidding for construction shall not be conducted prior to the written approval of the final plans by the State Building Code Bureau of the Iowa Department of Public Safety.

(h) **FACADE EASEMENTS.** Prior to release of funds for construction, the Recipient shall submit, as appropriate, signed copies of all recorded façade easements with property owners when required for downtown revitalization.

(i) **STORMWATER DESIGN AND CONSTRUCTION DOCUMENTS.** Prior to bidding, the Recipient shall submit project final design and construction documents for the Authority to review for consistency with the original Application or "Budget Activity" subsequently approved by the Authority. Recipient shall also consult with Iowa Department of Agriculture and Land Stewardship (IDALS) Urban Conservation Program Team on project stormwater management designs at 30, 60, 90 percent, and final design. The Recipient shall then secure and upload to www.iowagrants.gov a letter from IDALS confirming stormwater management designs meet the requirements of the Iowa Green Streets Criteria and the Iowa Stormwater Management Manual.

(j) **IOWA GREEN STREETS CRITERIA CONSTRUCTION DOCUMENTS.** Prior to bidding, the Recipient shall submit final design and construction documents and Iowa Green Streets Criteria Appendix C for the Authority to review for consistency with the original Application subsequently approved by the Authority when required for applicable Community Facilities and Downtown Revitalization projects as identified in their application.

(k) **PERPETUAL RESTRICTIONS.** Prior to release of funds for acquisition, the Recipient shall provide the Authority evidence that appropriate perpetual deed restrictions and agreement for covenants and restrictions as required pursuant to Sections 5.7 and 5.8 of this Contract.

(l) **ADMINISTRATIVE PLAN.** The Recipient shall establish a written Administrative Plan that is consistent with the approved Application and the required elements of the Authority's sample Downtown Revitalization Administrative Plan. The release of funds shall be contingent upon the Authority's receipt and acceptance of the Administrative Plan.

(m) **BID SOLICITATION REQUIREMENTS and CONSTRUCTION RESTRICTIONS.** Within one year of contract effective date the Recipient's project shall be designed and solicitation for bids shall be completed. Prior to release of funds for construction, the Recipient shall submit, as appropriate, signed copies of all construction terms agreements with property owners when required for downtown revitalization projects.

6.11 **CONDITIONS TO DISBURSEMENT NECESSITATING OUTSIDE AGENCY ACTION.** For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.11 shall apply to the activities funded by this Contract.

ACTIVITY NUMBER(S)	APPLICABLE CONDITIONS	OUTSIDE AGENCY
--------------------	-----------------------	----------------

(a) **FUNDING.** Funding shall be contingent upon receipt of adequate funds from the identified agency to complete the Project described. The Recipient must submit a copy of the notification of said funding commitment to the Authority before funds can be released to the Recipient. If there is a reduction in the amount of the funds available from this source, the Recipient shall identify an alternative source of funds, and the change in funding sources shall be reflected in an amendment to this Contract. If the funds from the identified agency are rejected, this award is no longer valid. If the other funding is not obligated to the Recipient within 6 months following the announcement of the CDBG award, the CDBG funds shall be considered available to the Authority for allocation to other Projects, and the provisions of the CDBG Administrative Rules concerning contingent awards shall apply.

(b) **SUBRECIPIENT AGREEMENT.** Prior to release of funds under this contract and prior to the Recipient entering in to a Subrecipient Agreement for the administration of this award, the Recipient shall seek and obtain the Authority's review and approval of the Recipient Agreement (as applicable).

(c) **CONTINGENT FUNDING.** The Authority has awarded these funds contingent upon receipt of other funding from the identified agency.

(d) **LONG TERM LEASE AGREEMENT.** Prior to release of funds, the Authority shall review and approve a Long Term Lease Agreement or any other binding agreement deemed appropriate by the Authority between two identified agencies. The agreement shall guarantee that the constructed facility as described in this Contract will be allowed to physically remain and continue to be used for the specified purpose. In the event that the use of the facility changes, the Recipient may be required to repay all or part of the grant award as described in Article 9.4 of this Contract.

**ARTICLE 7
REPRESENTATIONS AND WARRANTIES OF RECIPIENT**

To induce the Authority to make the Grant referred to in this Contract, the Recipient represents, covenants and warrants that:

7.1 **AUTHORITY.** The Recipient is duly authorized and empowered to execute and deliver the Contract. All required actions on the Recipient's part, such as appropriate resolution of its governing board for the execution and delivery of the Contract, have been effectively taken.

7.2 **FINANCIAL INFORMATION.** All financial statements and related materials concerning the Project provided to the Authority are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the Effective Date of the statements and related materials, and no material adverse change has occurred since that date.

7.3 **APPLICATION.** The contents of the Application the Recipient submitted to the Authority for funding is a complete and accurate representation of the Project as of the date of submission and there has been no material adverse change in the organization, operation, or key personnel of the Recipient since the date the Recipient submitted its Application to the Authority.

7.4 **CLAIMS AND PROCEEDINGS.** There are no actions, lawsuits or proceedings pending or, to the knowledge of the Recipient, threatened against the Recipient affecting in any manner whatsoever their rights to execute the Contract or the ability of the Recipient to make the payments required under the Contract, or to otherwise comply with the obligations of the Contract. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Recipient, threatened against or affecting the Recipient or any property involved in the Project.

7.5 **PRIOR AGREEMENTS.** The Recipient has not entered into any verbal or written contracts, agreements or arrangements of any kind which are inconsistent with the Contract.

7.6 **EFFECTIVE DATE.** The covenants, warranties and representations of this Article are made as of the Effective Date of this Contract and shall be deemed to be renewed and restated by the Recipient at the time of each advance or request for disbursement of funds.

ARTICLE 8
COVENANTS OF THE RECIPIENT

8.1 **AFFIRMATIVE COVENANTS.** Until the Project has been closed out, audited, and approved by the Authority, the Recipient covenants with the Authority that:

(a) **PROJECT WORK AND SERVICES.** The Recipient shall perform the work and services detailed in the "Budget Activity" by the End Date.

(b) **REPORTS.** The Recipient shall prepare, review and sign the requests and reports as specified below in the form and content specified by the Authority. The Recipient shall review all Requests for Payment and verify that claimed expenditures are allowable costs. The Recipient shall maintain documentation adequate to support the claimed costs. After the Recipient has submitted its 1st Request for Payment the Recipient, shall continue to submit Request for Payment at least semiannually for each "Budget Activity".

The Authority reserves the right to require more frequent submission of the Activity Status Report than as shown below if, in the opinion of the Authority, more frequent submissions would help improve the Recipient's CDBG program.

<u>REPORT</u>	<u>DUE DATE</u>
1. Request for Payment / Activity Status Report	As funds are needed
2. Section 3 Report (if applicable)	Submitted annually
3. Updates to the Applicant/Recipient Disclosure Report	As needed due to changes
4. Iowa Green Streets Criteria Appendices D and E or F (if applicable)	Upon construction completion
5. Final request for Payment / Status Report	Within 30 days of End Date
6. Form 3-D, Final Accomplishments and Equal Opportunity Data (if applicable)	Within 30 days of End Date
7. Single Audit Form (required)	Within 30 days of receipt of Notice to Close letter
8. Audit Report (if applicable)	Within 30 days of audit completion

(c) **RECORDS.** The Recipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Contract in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed under this Contract. The Recipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Contract and shall maintain these materials for the greater of **three years after the date the recipient is notified**

that the state CDBG contract has been closed with HUD, or the period required by other applicable laws and regulations as described in § 570.487 and § 570.488. Records shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records shall be retained until the litigation, audit or claim has been finally resolved.

(d) ACCESS TO RECORDS/INSPECTIONS. The Recipient shall, without prior notice and at any time, permit HUD or its representatives, the General Accounting Office or its representatives, and the Authority, its representatives or the State Auditor, to examine, audit and/or copy (i) any plans and work details pertaining to the Project, (ii) any or all of the Recipient's books, records and accounts, and (iii) all other documentation or materials related to this Contract. The Recipient shall provide proper facilities for making such examination and/or inspection.

(e) USE OF GRANT FUNDS. The Recipient shall expend funds received under the Contract only for the purposes and activities described in its CDBG Application, this Contract and as approved by the Authority.

(f) DOCUMENTATION. The Recipient shall deliver to the Authority, upon request, (i) copies of all contracts or agreements relating to the Project, (ii) invoices, receipts, statements or vouchers relating to the Project, (iii) a list of all unpaid bills for labor and materials in connection with the Project, and (iv) budgets and revisions showing estimated Project costs and funds required at any given time to complete and pay for the Project.

(g) NOTICE OF PROCEEDINGS. The Recipient shall promptly notify the Authority of the initiation of any claims, lawsuits or proceedings brought against the Recipient.

(h) INDEMNIFICATION. The Recipient shall indemnify and hold harmless the Authority, its officers and employees from and against any and all losses in connection with the Project.

(i) NOTICE TO AUTHORITY. In the event the Recipient becomes aware of any material alteration in the Project, initiation of any investigation or proceeding involving the Project, or any other similar occurrence, the Recipient shall promptly notify the Authority.

(j) CERTIFICATIONS. The Recipient certifies and ensures that the Project will be conducted and administered in compliance with all applicable Federal and State laws, regulations and orders. Certain statutes are expressly made applicable to activities assisted under the Act by the Act itself, while other laws not referred to in the Act may be applicable to such activities by their own terms. The Recipient certifies and assures compliance with the applicable orders, laws and implementing regulations, including but not limited to, the following:

(i) Financial Management guidelines issued by the U.S. Office of Management and Budget, OMB 2 CFR part 200, subpart E.

(ii) Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.), and regulations which implement these laws.

(iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Chapter 19B.7, Code of Iowa, and Iowa Executive Order #34, dated July 22, 1988; Iowa Code Chapter 216, Presidential Executive Order 11063, as amended by Executive Order 12259; Presidential Executive Order 11246, as amended by Presidential Executive Order 11375; Section 504 of the Vocational Rehabilitation Act of 1973 as amended (29 U.S.C. 794); the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.); the Americans with Disabilities Act, as applicable, (P. L. 101-336, 42 U.S.C. 12101-12213); and related Civil Rights and Equal Opportunity statutes; and regulations which implement these laws.

(iv) Fair Housing Act, Public Law 90-284. The Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.); Section 109 of the Title I of the Housing and Community Development Act of 1974, as amended; Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u); and regulations which implement these laws.

(v) Department of Housing and Urban Development regulations governing the CDBG program, 24 Code of Federal Regulations, Part 570.

(vi) Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (P.L. 101 235), and implementing regulations.

(vii) Requirements for the Notification, Evaluation, and Reduction of Lead-Based Paint

Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (24 CFR Part 35, et al.); Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821 - 4846), as amended, and implementing regulations.

(viii) Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); and regulations which implement these laws.

(ix) National Environmental Policy Act of 1969 and implementing regulations.

(x) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA)(42 U.S.C. 4601 - 4655) and implementing regulations; Section 104(d) of the Housing and Community Development Act of 1974, as amended, governing the residential antidisplacement and relocation assistance plan; and Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance.

(xi) Administrative rules adopted by the Iowa Economic Development Authority, 261 Iowa Administrative Code.

(xii) Financial and Program Management guidelines issued by the Iowa Economic Development Authority; the Iowa CDBG Management Guide; and the Authority Audit Guide.

(xiii) Government-wide Restriction on Lobbying Certification [Section 319 of Public Law 101-121] and implementing regulations.

(xiv) Fair Labor Standards Act and implementing regulations.

(xv) Hatch Act (regarding political partisan activity and Federally funded activities) and implementing regulations.

(xvi) Citizen participation, hearing and access to information requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1974, as amended.

(xvii) Subsection 104(l) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrance to or exit from facilities subject to such demonstrations.

(xviii) Drug-Free Workplace Act.

(k) BUILD AMERICA, BUY AMERICA (BABA). The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

(l) MAINTENANCE OF ACTIVITY PROPERTY AND INSURANCE. The following provision shall apply to the project as appropriate. The Recipient and any subrecipient shall maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. The Recipient or subrecipient shall pay for and maintain insurance as is customary in its industry. This insurance shall be in an amount not less than the full insurable value of the Project property. The subrecipient shall name the Recipient and Authority as mortgagees and/or an additional loss payees, as appropriate. The Recipient shall name the Authority as a mortgagee and/or an additional loss payee, as appropriate. The Recipient or subrecipient shall maintain copies of the policies as appropriate.

(m) PROJECT PHOTOS. At IEDA's request, Recipient will assist IEDA in obtaining photos of the project by an approved photographer. If photos are requested, Recipient will coordinate with the approved photographer and provide any necessary access to the project.

8.2 NEGATIVE COVENANTS. During the Contract term the Recipient covenants with the Authority that it shall not, without the prior written disclosure to and prior written consent of the Authority, directly or indirectly:

(a) ASSIGNMENT. Assign its rights and responsibilities under this Contract.

- (b) ADMINISTRATION. Discontinue administration activities under the Contract.

ARTICLE 9 DEFAULT AND REMEDIES

9.1 EVENTS OF DEFAULT. The following shall constitute Events of Default under this Contract:

(a) MATERIAL MISREPRESENTATION. If at any time any representation, warranty or statement made or furnished to the Authority by, or on behalf of, the Recipient in connection with this Contract or to induce the Authority to make a grant to the Recipient shall be determined by the Authority to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Authority's satisfaction within thirty (30) days after written notice by the Authority is given to the Recipient.

(b) NONCOMPLIANCE. If there is a failure by the Recipient to comply with any of the covenants, terms or conditions contained in this Contract.

(c) END DATE. If the Project, in the sole judgment of the Authority, is not completed on or before the End Date.

(d) MISSPENDING. If the Recipient expends Grant proceeds for purposes not described in the Application, this Contract, or as authorized by the Authority.

(e) INSURANCE. If loss, theft, damage, or destruction of any substantial portion of the property of the Recipient occurs for which there is either no insurance coverage or for which, in the opinion of the Authority, there is insufficient insurance coverage. This provision applies to the project as appropriate.

9.2 NOTICE OF DEFAULT. In the event of default, the Authority shall issue a written notice of default providing therein a fifteen (15) day period in which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.

9.3 REMEDIES UPON DEFAULT. If, after opportunity to cure, the default remains, the Authority shall have the right in addition to any rights and remedies specifically to it to do one or more of the following:

- (a) exercise any remedy provided by law,
- (b) require immediate repayment of up to the full amount of funds disbursed to the Recipient under this Contract plus interest.

9.4 FAILURE TO MEET PERFORMANCE TARGETS. If the Recipient is determined by the Authority to be in default of this Contract due to meeting less than one hundred percent (100%) of its Performance Targets, the Authority may require full Grant repayment or, at its discretion, the Authority may require partial repayment of Grant proceeds which allows partial credit for the performance targets which have been met, or the Authority may require other remedies that the Authority determines to be appropriate. For Housing rehabilitation projects only, performance targets shall include income targeting and affordability requirements as required in 261 Administrative Code 25.4(1).

ARTICLE 10 INCORPORATED DOCUMENTS

10.1 DOCUMENTS INCORPORATED BY REFERENCE. The Recipient shall comply with the terms and conditions of the following documents which are hereby incorporated by reference:

- (a) Budget Activity, as found in Recipient's IowaGrants.gov account.
- (b) Application, "CDBG Application", as found in Recipient's IowaGrants.gov account.
- (c) Attachment A, "CDBG Program General Provisions", dated October 3, 2018.
- (d) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.

10.2 ORDER OF PRIORITY. In the event of a conflict between documents of this Contract, the following order of priority shall govern:

- (a) Articles 1 through 11 herein.
- (b) Attachment A, "CDBG Program General Provisions", dated October 3, 2018.
- (c) Budget Activity, as found in Recipient's IowaGrants.gov account.

- (d) Application, "CDBG Application", as found in Recipient's IowaGrants.gov account.
- (e) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at <https://www.iowaeda.com/cdbg/>.

ARTICLE 11
MISCELLANEOUS

11.1 **LIMIT ON GRANT PROCEEDS ON HAND.** The Recipient shall request Project funds only as needed and shall not have more than five hundred dollars (\$500.00) of Grant proceeds, including earned interest, on hand for a period of longer than ten (10) working days, after which time any surplus amount shall be returned to the Authority.

11.2 **BINDING EFFECT.** This Contract shall be binding upon and shall inure to the benefit of the Authority and Recipient and their respective successors, legal representatives and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions and conditions of this Contract shall be jointly and severally enforceable against the parties to this Contract.

11.3 **SURVIVAL OF CONTRACT.** If any portion of this Contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Contract shall survive the execution of all instruments herein mentioned and shall continue in full force until the Project is completed as determined by the Authority.

11.4 **GOVERNING LAW.** This Contract shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to the Contract shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

11.5 **NOTICES.** Whenever this Contract requires or permits any funding request, notice, report, or written request by one party to another, it shall be in delivered through IowaGrants.gov. Alternately the Authority may rely on the United States Mail as the Authority deems appropriate. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The Authority may rely on the address of the Recipient set forth heretofore, as modified from time to time, as being the address of the Recipient.

11.6 **WAIVERS.** No waiver by the Authority of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Authority in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Authority shall preclude future exercise thereof or the exercise of any other right or remedy.

11.7 **LIMITATION.** It is agreed by the Recipient that the Authority shall not, under any circumstances, be obligated financially under this Contract except to disburse funds according to the terms of the Contract.

11.8 **HEADINGS.** The headings in this Contract are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Contract.

11.9 **INTEGRATION.** This Contract contains the entire understanding between the Recipient and the Authority and any representations that may have been made before or after the signing of this Contract, which are not contained herein, are nonbinding, void and of no effect. None of the parties have relied on any such prior representation in entering into this Contract.

11.10 **COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

11.11 **IOWAGRANTS.GOV.** The Authority reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first stated.

RECIPIENT: Nevada

BY:

Mayor
Nevada
1209 6th St
Nevada, Iowa 50201

Typed or Printed Name and Title

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY:

Deborah Durham, Director**ATTACHMENT A****GENERAL PROVISIONS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
October 3, 2018****1.0 AMENDMENT.**

(a) **WRITING REQUIRED.** The Contract will only be amended through written prior approval of the Authority through IowaGrants.gov. Examples of situations where amendments are required include extensions for completion of Project activities, changes to the Project including, but not limited to, alteration of existing approved activities or inclusion of new activities.

(b) **UNILATERAL MODIFICATION.** Notwithstanding paragraph "a" above, the Authority may unilaterally modify the Contract at will in order to accommodate any change in the Act or any change in the interpretation of the Act or any applicable Federal, State or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Recipient as an amendment to this Contract.

(c) **AUTHORITY REVIEW.** The Authority will consider whether an amendment request is so substantial as to necessitate reevaluating the Authority's original funding decision on the Project. An amendment will be denied if it substantially alters the circumstances under which the Project funding was originally approved; if it does not meet requirements set forth in Iowa Administrative Code 261-23, as applicable; or if it conflicts with the Program Rules.

2.0 AUDIT REQUIREMENTS.

(a) **SINGLE AUDIT.** The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996; OMB 2 CFR part 200, subpart E; and OMB 2 CFR part 200, subpart F, as applicable; and the Iowa CDBG Management Guide.

(b) **ADDITIONAL AUDIT.** As a condition of the grant to the Recipient, the Authority reserves the right to require the Recipient to submit to a post Project completion audit and review in addition to the audit required above.

3.0 COMPLIANCE WITH LAWS AND REGULATIONS. The Recipient shall comply with all applicable State and Federal laws, rules, ordinances, regulations and orders including all Federal laws and regulations described in 24 CFR subpart K.

4.0 UNALLOWABLE COSTS. If the Authority determines at any time, whether through monitoring, audit, closeout procedures or by other means or process, that the Recipient has expended funds which are unallowable, the Recipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the Authority's final determination of the disallowance of costs. Appeals of any determinations will be handled in accordance with the provisions of Chapter 17A, Iowa Code. If it is the Authority's final determination that costs previously paid by the Authority are unallowable under the terms of the Contract, the expenditures will be disallowed and the Recipient will repay to the Authority any and all disallowed costs. Real property under the Recipient's control in excess of \$25,000 and equipment that was acquired or improved in whole or in part with CDBG funds shall be used to meet one of the National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of the Agreement. If Recipient fails to use CDBG assisted real property that meets a National Objective during the five (5) year period the Recipient shall pay IEDA an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition or improvement to the real property.

5.0 PROGRAM INCOME. All program income, as defined in 2 CFR part 200, subpart E; 24 CFR 570.489; and Iowa Administrative Code 261-23, if applicable; shall be added to the Project "Budget Activity" and used to further eligible Project objectives as defined in the Contract and the "Budget Activity" in the CDBG Application for funding. Program income not used to further Project objectives will be deducted from the total Project "Budget Activity" for the purpose of determining the amount of reimbursable costs under the Contract. In cases of dispute, final decisions regarding the definition or disposition of program income shall be made by the Authority.

6.0 **INTEREST EARNED.** To the extent that interest is earned on advances of CDBG funds, this interest shall be returned to the Authority, except that the Recipient may keep interest amounts of up to \$100 per year for administrative expenses.

7.0 **SUSPENSION.** When the Recipient has failed to comply with the Contract, award conditions or standards, the Authority may, on reasonable notice to the Recipient, suspend the Contract and withhold future payments, or prohibit the Recipient from incurring additional obligations of CDBG funds. Suspension may continue until the Recipient completes the corrective action as required by the Authority. The Authority may allow such necessary and proper costs which the Recipient could not reasonably avoid during the period of suspension provided the Authority concludes that such costs meet the provisions of HUD regulations issued pursuant to OMB 2 CFR part 200, subpart E.

8.0 **TERMINATION.**

(a) **FOR CAUSE.** The Authority may terminate the Contract in whole, or in part, whenever the Authority determines that the Recipient has failed to comply with the terms and conditions of the Contract.

(b) **FOR CONVENIENCE.** The Parties may terminate the Contract in whole, or in part, when all parties agree that the continuation of the Project would not produce beneficial results commensurate with the future disbursement of funds.

(c) **DUE TO REDUCTION OR TERMINATION OF CDBG FUNDING.** At the discretion of the Authority, the Contract may be terminated in whole, or in part, if there is a reduction or termination of CDBG Federal block grant funds to the State.

9.0 **PROCEDURES UPON TERMINATION.**

(a) **NOTICE.** The Authority shall provide written notice to the Recipient of the decision to terminate, the reason(s) for the termination, and the effective date of the termination. If there is a partial termination due to a reduction in funding, the notice will set forth the change in funding and the changes in the approved "Budget Activity". The Recipient shall not incur new obligations beyond the effective date and shall cancel as many outstanding obligations as possible. The Authority's share of noncancelable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs.

(b) **RIGHTS IN PRODUCTS.** All finished and unfinished documents, data, reports or other material prepared by the Recipient under the Contract shall, at the Authority's option, become the property of the Authority.

(c) **RETURN OF FUNDS.** The Recipient shall return to the Authority all unencumbered funds within one week of receipt of the notice of termination. Any costs previously paid by the Authority which are subsequently determined to be unallowable through audit, monitoring, or closeout procedures shall be returned to the Authority within thirty (30) days of the disallowance.

10.0 **ENFORCEMENT EXPENSES.** The Recipient shall pay upon demand any and all reasonable fees and expenses of the Authority, including the fees and expenses of its attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Authority under this Contract.

11.0 **INDEMNIFICATION.** The Recipient shall indemnify and hold harmless the Authority, its officers and employees, from and against any and all losses, accruing or resulting from any and all claims subcontractors, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Recipient in the performance of this Contract.

12.0 **CONFLICT OF INTEREST.**

(a) **GENERAL.** Except for the use of CDBG funds to pay salaries and other related administrative or personnel costs, no persons identified in paragraph (b) below who exercise or have exercised any functions or responsibilities with respect to CDBG assisted activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a CDBG assisted activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(b) **PERSONS COVERED.** The conflict of interest provisions described above apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, or of any designated public agencies, or subrecipients which are receiving CDBG funds.

(c) CONFLICTS OF INTEREST. Chapter 68B, Code of Iowa, the "Iowa Public Officials Act", shall be adhered to by the Recipient, its officials and employees.

13.0 USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS. CDBG funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the service of, or fund any contractor or subrecipient during any period of debarment, suspension, or placement in ineligible status under the provisions of 24 CFR Part 24 or any applicable law or regulation of the Department of Labor.

14.0 CIVIL RIGHTS.

(a) DISCRIMINATION IN EMPLOYMENT. The Recipient shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, sexual orientation, gender identity, familial status, physical or mental disability. The Recipient may take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age, sexual orientation, familial status, gender identity, or physical or mental disability. Such action shall include, but may not be limited to, the following: employment, upgrading, promotion, demotion or transfers; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Recipient agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees. Upon the State's written request, the Recipient shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

(b) CONSIDERATION FOR EMPLOYMENT. The Recipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, sexual orientation, gender identity, physical or mental disability, or familial status.

(c) SOLICITATION AND ADVERTISEMENT. The Recipient shall list all suitable employment openings in the State Employment Service local offices or shall list all suitable employment openings with Iowa Workforce Development's job search website, currently known as IowaWORKS.

(d) CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT. The Recipient shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended; Chapter 19B.7, and Chapter 216, Code of Iowa; Federal Executive Order 11246, as amended; Title VI of the U.S. Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d et seq.); the Fair Labor Standards Act (29 U.S.C. Section 201 et seq.); The Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101-12213); Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794); and the Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101 et seq.). The Recipient will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.

(e) CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING. The Recipient certifies, to the best of his or her knowledge and belief, that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any Federal contract, making any Federal grant, making any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

(iii) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this

transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(f) PROGRAM NONDISCRIMINATION. The Recipient shall conform with requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and HUD regulations issued pursuant thereto contained in 24 CFR Part 1. No person in the United States shall, on the basis of race, color, national origin, sex or religion or religious affiliation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through this Contract. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et. seq.) or with respect to an otherwise qualified individual with a disability as provided in the Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101 12213) or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) shall also apply to any such program activity, or Project.

(g) FAIR HOUSING. The Recipient shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), generally known as the Fair Housing Act, and with HUD regulations found at 24 CFT Part 100 and 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The recipient shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.

(h) LEAD-BASED PAINT HAZARDS. The Recipient shall comply with requirements of the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (24 CFR Part 35, et al.); Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 - 4846), as amended, and implementing regulations.

(i) SECTION 3 COMPLIANCE. The recipient shall comply with provisions for training, employment and contracting in accordance with 24 CFR part 75 and Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

(i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(ii) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

(iii) The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(iv) The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.

(v) The contractor agrees to hire, to the greatest extent feasible, Section 3 workers as new hires, or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical hiring goals, despite its efforts to comply with the provisions of this clause.

(vi) The contractor agrees to maintain records documenting Section 3 residents that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.

(vii) The contractor agrees to post contract and job opportunities to the Opportunity Portal, and will check the Business Registry for businesses located in the project area.

(viii) The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

(ix) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

(x) The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.

(xi) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(j) **NONCOMPLIANCE WITH THE CIVIL RIGHTS LAWS.** In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Contract or with any of the aforesaid rules, regulations, or requests, this Contract may be canceled, terminated, or suspended either wholly or in part. In addition, the State of Iowa may take further action, imposing other sanctions and invoking additional remedies as provided by the Iowa Civil Rights Act of 1965 (Chapter 216, Code of Iowa) or as otherwise provided by law.

(k) **INCLUSION IN SUBCONTRACTS.** The Recipient will include the provisions of the preceding paragraphs of Section 14 in every subcontract unless exempt by the State of Iowa, and said provisions will be binding on each subcontractor. The Recipient will take such action with respect to any subcontract as the State of Iowa may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event the Recipient becomes involved in or is threatened by litigation with a subcontractor or provider as a result of such direction by the State of Iowa, the Recipient may request the State of Iowa to enter into such litigation to protect the interests of the State of Iowa.

15.0 **POLITICAL ACTIVITY.** No portion of program funds shall be used for any partisan political activity or to further the election or defeat of any candidate for public office. Neither the program nor the funds provided therefore, nor the personnel employed in the administration of this Contract, shall be in any way or to any extent engaged in the conduct of political activities in contravention of The Hatch Act (5 U.S.C. 15).

16.0 **LIMIT ON RECOVERY OF CAPITAL COSTS.** The Recipient will not attempt to recover any capital costs of public improvements assisted in whole or part under this Contract by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under this Contract are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Housing and Community Development Act of 1974, as amended, or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the Recipient has certified to the Authority that it lacks sufficient funds received under Title I of the Housing and Community Development Act of 1974, as amended, to comply with the requirements of clause (i) above.

17.0 **PROHIBITED ACTIVITIES.** In accordance with 24 CFR 570.207 (a): The following activities may not be assisted with CDBG funds:

(a) **BUILDINGS OR PORTIONS THEREOF, USED FOR THE GENERAL CONDUCT OF GOVERNMENT AS DEFINED AT § 570.3(D) CANNOT BE ASSISTED WITH CDBG FUNDS.** This does not include, however, the removal of architectural barriers under § 570.201(c) involving any such building. Also, where acquisition of real property includes an existing improvement which is to be used in the provision of a building for the general conduct of government, the portion of the acquisition cost attributable to the land is eligible, provided such acquisition meets a national objective described in § 570.208.

(b) **GENERAL GOVERNMENT EXPENSES.** Except as otherwise specifically authorized in this subpart or under 2 CFR part 200, subpart E, expenses required to carry out the regular responsibilities of the unit of general local government are not eligible for assistance under this part.

(c) **POLITICAL ACTIVITIES.** CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.

18.0 **FEDERAL GOVERNMENT RIGHTS.** If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, recipient, subrecipient, contractor, subcontractor, or provider

acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

19.0 **IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY.** The Authority has zero tolerance for the commission or concealment of acts of fraud, waste, or abuse. Allegations of such acts will be investigated and pursued to their logical conclusion, including legal action where warranted.

City Administrators Report

April 9-24, 2025

Keystone

This project is progressing steadily, with visible advancements each day. There is also growing interest in the additional parcels expected to become available in the near future.

RR Tracks

The City of Ames has retrieved the radar equipment in order to download and process the data collected from the crossings that have already been scanned. At this time, there are still two crossings within the city limits that remain to be scanned: S14 and South 6th Street. These will be scheduled for completion in the next phase of the project.

Sponsored Project

We're excited to officially begin work on the project. At the last City Council meeting, the contract was awarded, marking a significant milestone. The next step is the preconstruction meeting, which is scheduled for May 5th. During this meeting, we'll review the full scope of the project, confirm timelines, discuss coordination efforts, and address any remaining questions to ensure a smooth start to construction.

Accessibility

Marlys has reached out to ReciteMe and is currently arranging a tutorial with their team. This session will allow us to thoroughly review the platform's features and assess how well it meets our goals for website accessibility, user inclusivity, and ease of integration. We've narrowed our options down to a few top companies and will be scheduling demos with each of them to compare functionality, support, cost, and overall user experience. Several of these vendors already incorporate ReciteMe into their offerings, which will provide valuable insight as we determine the best fit for our website's needs.

Splashpad

We are continuing our research into splashpad design and functionality, with a focus on reviewing best practices and successful implementations in other communities. Our goal is to identify features and layouts that are both engaging and sustainable. As part of this effort, Tim recently contacted state officials to inquire about the regulatory stance on bi-level splashpads. We are currently awaiting their response, which will help determine whether this type of design is permissible and aligns with state safety and accessibility standards. Their feedback will be an important factor as we move forward with planning and design decisions.

Sewerage Testing

The test results have been received for another local business, and the findings appear to be favorable for both the business and our team. The data suggests a positive outcome that may simplify the next steps in the process. We will need to review the results collectively and seek input from the Iowa DNR to ensure alignment with regulatory expectations. Based on the current information, it is our preliminary assessment that a Treatment Agreement (TA) may not be necessary for this business. However, we'll confirm this after further discussion and official feedback.

Embark

Embark has successfully received all the necessary components for the installation of the third television designated for the back wall. Their team is scheduled to arrive on the 29th to complete the full setup and installation process.

Saltech

Saltech is scheduled to return on Monday to continue their work. Prior to the City Council meeting, members of the Council will conduct a thorough run-through and test of the product to ensure everything is functioning as intended. Assuming all systems perform as expected, we plan to officially go live with the product during Monday evening's Council meeting.

Development Agreement

The development agreement and trail agreement between the involved parties have been fully finalized. At this stage, we are in the process of addressing a few remaining items to ensure everything is in order before formally placing the agreements on the City Council agenda. The current plan is to present all related materials for review and approval during the final Council meeting scheduled for May.

DOT

It has been some time since I last received any updates from the Department of Transportation (DOT). I will be reaching out to them shortly to check on the current status and determine where things stand. Given the recent stretch of inclement weather and persistent rainfall, I anticipate that additional attention or action may be necessary regarding conditions on Maple.

Windmill

I have contacted Joe from BlueSky Wind to request a more specific timeline for the removal of the windmill currently located on our property. Joe informed me that he has already reached out to the responsible party to seek further clarification regarding the scheduling and next steps. Additionally, he confirmed that he has given them formal authorization to begin the removal process and has signed the necessary contract to initiate the work.

Software

The scheduled timeline for installation and system updates remains on track to begin in June and continue through the end of December. While we anticipate this period will present a number of challenges, particularly as we manage these upgrades alongside our ongoing responsibilities, the long-term benefits are expected to significantly streamline operations and improve efficiency for staff. It's important to acknowledge that the initial transition phase may come with some hurdles, but with proper planning, we will be able to navigate them successfully.

Wellfield

We are currently in the process of identifying suitable dates to conduct a controlled burn of the field located outside the new plant facility. This step is essential to properly clear the area and prepare the ground. Once the burn is completed, we will move forward with reseeding to promote healthy and sustainable vegetation growth in the space.

Burke

Burke is currently in possession of both the ordinance and the accompanying agreement. We have reached out to their team to request available dates for a meeting to review and discuss the documents in detail. Once we receive their proposed availability, we will work to schedule a time that accommodates all parties involved. Following the meeting and any necessary revisions or confirmations, we will proceed with placing the item on an upcoming City Council agenda for formal consideration and potential approval.

Monthly Meetings

WW Progress Meeting
FEMA Closeout
NEDC Exec
PPL



STAFF MEETING AGENDA
April 21, 2025

A. Old Business

- a. City Administrator
 - i. CDBG
 - ii. PPL
 - iii. RR
 - iv. 51 Acres
 - v. Splashpad
 - vi. Trail-Northview
 - vii. Capstone
 - viii. Trailside-Keystone
 - ix. WWTP-Burn
 - x. Vialytics
 - xi. Accessibility
 - xii. Street Lights, benches
 - xiii. Engineering
 - xiv. Social Media updates



NEVADA PUBLIC SAFETY DEPARTMENT

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



Chris Brandes
Public Safety Director
Chief of Police

Dated: Tuesday, April 22, 2025

Amber Gable
The Well Brewery and Market
1117 6th Street, Nevada, IA 50201
Thewellnevada@gmail.com
712.461.0372

Ref: Parking Closure

Amber,

In response to our phone conversations and emails, you are requesting to close parking spaces directly in front of your business on April 26th, 2025. The closure is from 4:00PM to 8:00PM. The total number of parking spaces being requested is 7 spots. This would be directly in front of your business and north (covering most of 1119 6th Street's store front as well). This closure will allow for a food truck to park parallel with the sidewalk and have associated seating near it.

You have stated you will use cones and road barricades provided by Main Street Nevada. You will need to post signage near the parking spaces prior to the event to ensure cars are not parked at 4:00PM.

Your request is approved.

Your liquor license does not change due to the closure. You will need to ensure all alcohol sales remain in the established premise. All food trucks must be licensed with the City of Nevada for operation. In this case, Sweet and Savory is current on their license. You will need to ensure the sidewalk access is not restricted to pedestrians.

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

If you need equipment from the City of Nevada you will need to contact Nevada Streets Supervisor Joe Mousel. Mr. Mousel can be reached weekdays between 8:00 a.m. and 3:00 pm; his office number is 515-382-4813. It is your responsibility to make these arrangements. There are rental and deposit fees associated with the use of City of Nevada barricades and equipment.

Respectfully,

Chris Brandes
Public Safety Director
Chief of Police

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

