

COPY



AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, JULY 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, July 28, 2025*****

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. Approval of CONSENT AGENDA (Any item on the Consent Agenda may be removed for separate consideration.)
 - A. Approve Minutes of the Regular Meeting held on July 14, 2025
 - B. Approve Payment of Cash Disbursements, including Check Numbers 88658-88744 and Electronic Numbers 3591-3707 (Inclusive) Totaling \$1,757,881.48 (See attached list)
 - C. Approve Renewal of Class B Retail Alcohol License for Good & Quick Co. d/b/a/ Good & Quick, 519 Lincoln Highway, Effective September 18, 2025
 - D. Approve Letter of Support for Portable Solar Charging Grant
 - E. Approve CDBG Downtown Façade Grant Documents: Single Audit Form & Environmental Review

5. **PUBLIC FORUM:** Time set aside for comments from the public on topics of City business other than those listed on the agenda – no action may be taken. (Please keep your comments to five minutes or less.) This is an opportunity for members of the audience to bring to the Council's attention any item not listed on the agenda. Comments are limited to five (5) minutes per citizen, and the City will notify citizens when their time has expired. Speakers may not yield their times to others, and as a general rule this is not a time for exchange of questions. The Mayor has the authority to reduce the time allowed for comment in accordance with the number of persons present and signed up to speak.

A. Story County Community Foundation 2025 Grant Applications – Karin Sevde

6. **OLD BUSINESS**

A. 2024 HMA Overlay F&G Ave

- a. Resolution No. 006 (2025/2026): A Resolution Accepting the 2024 HMA Overlay F&G Ave Project as Complete
- b. Approve Pay Request No. 7 in the amount of \$12,000.00, this includes release of retainage for payment in 30 days

B. WWTF Improvements – Phase 3 Lift Station Project

- a. Resolution No. 007 (2025/2026): A Resolution Accepting the WWTF Improvements – Phase 3 Lift Station Project as Substantially Complete
- b. Resolution No. 008 (2025/2026): A Resolution Approving Extended Warranty Agreement between Boomerang Corp and City of Nevada, Iowa, for WWTF Improvements – Phase 3 Lift Station

C. West Indian Creek (Project A)

- a. Approve Pay Request 2 from RW Excavating Solutions in the amount of \$133,507.75
- b. Approve Change Order 1 in the amount of \$31,431.00

D. Approve Pay Request No. 1 Harrington Park Vegetation Establishment (SRF Project D) from TK Grading & Seeding LLC in the amount of \$7,905.50

E. Resolution No. 009 (2025/2026): A Resolution Approving Agreement between City of Nevada, Iowa and Mid Iowa Planning Alliance for Professional Services

F. Ordinance No. 1069 (2025/2026): An Ordinance Amending Chapter 69 (Parking Regulations) of the City Code by adding Language Pertaining to Parking Zones, All Night Parking, and Truck and Boat Parking, second reading

7. **NEW BUSINESS**

A. Resolution No. 010 (2025/2026): A Resolution authorizing and approving a Loan and Disbursement Agreement, providing for the issuance and securing the payment of \$2,000,000 Sewer Revenue Bonds, Series 2025 and authorizing the related reduction of the interest rate on the Sewer Revenue Bond, Series 2022A

B. Approve 5-day Special Class C Retail Alcohol License for CLOUD WINE, LLC d/b/a/ Lucky Wife Wine Slushies, 6th Street, Effective August 1, 2025 through August 5, 2025 for downtown Farmer's Market

C. Ordinance No. 1070 (2025/2026): An Ordinance Amending Chapter 50 of the Nevada Municipal Code (Nuisance Abatement Procedure) to Declare Storage uses on the First

Floor of Multi-Story Buildings in the Downtown Corridor District a Public Nuisance, first reading

D. Ordinance No. 1071 (2025/2026): An Ordinance Amending Chapter 145 of the Nevada Municipal Code (Dangerous Buildings) with Regard to Storage uses Which may Create a First Hazard, first reading

E. Ordinance No. 1072 (2025/2026): An Ordinance Amending Chapter 165 of the Nevada Municipal Code (Land Development – Zoning Regulations) to Prohibit Storage uses on the First Floor of Multi-Story Buildings in the Downtown Corridor District, first reading

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

9. ADJOURN

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

Posted _____

E-Mailed _____

F:\OFFICE\COUNCIL\AGENDAS-COUNCIL\2024-2025\2025-06-23.DOC

PUBLIC NOTICE

There will be a Council Work Session on Monday, July 28, 2025, immediately following the Regular City Council Meeting in the Council Chambers of Nevada City Hall, 1209 6th Street, Nevada, Iowa to review the application and process for City Boards/Commissions.

There will be no action of the council taken.

<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



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

6. OLD BUSINESS

A. 2024 HMA Overlay F&G Ave

- a. Resolution No. 006 (2025/2026): A Resolution Accepting the 2024 HMA Overlay F&G Ave Project as Complete
- b. Approve Pay Request No. 7 in the amount of \$12,000.00, this includes release of retainage for payment in 30 days

Enclosed you shall find the resolution for final completion and the pay request releasing retainage for the F&G Ave Project

B. WWTF Improvements – Phase 3 Lift Station Project

- a. Resolution No. 007 (2025/2026): A Resolution Accepting the WWTF Improvements – Phase 3 Lift Station Project as Substantially Complete
- b. Resolution No. 008 (2025/2026): A Resolution Approving Extended Warranty Agreement between Boomerang Corp and City of Nevada, Iowa, for WWTF Improvements – Phase 3 Lift Station

Enclosed you shall find the engineer's recommendation, resolution for substantial completion, and the resolution and extended warranty that Boomerang will be providing. Please note we have not yet received Exhibit A. I will forward on as soon as it's received.

C. West Indian Creek (Project A)

- a. Approve Pay Request 2 from RW Excavating Solutions in the amount of \$133,507.75
- b. Approve Change Order 1 in the amount of \$31,431.00

Enclosed you shall find the engineer's recommendation, pay request, and change order for Project A

D. Approve Pay Request No. 1 Harrington Park Vegetation Establishment (SRF Project D) from TK Grading & Seeding LLC in the amount of \$7,905.50

Enclosed you shall find the engineers recommendation and pay request.

E. Resolution No. 009 (2025/2026): A Resolution Approving Agreement between City of Nevada, Iowa and Mid Iowa Planning Alliance for Professional Services

Enclosed you shall find the resolution for MIPA to administer the CDBG Downtown Façade Grant.

F. Ordinance No. 1069 (2025/2026): An Ordinance Amending Chapter 69 (Parking Regulations) of the City Code by adding Language Pertaining to Parking Zones, All Night Parking, and Truck and Boat Parking, second reading

Enclosed you shall find the second reading of Ord 1069, which includes revisions to three sections of Chapter 69.

7. NEW BUSINESS

- A. Resolution No. 010 (2025/2026): A Resolution authorizing and approving a Loan and Disbursement Agreement, providing for the issuance and securing the payment of \$2,000,000 Sewer Revenue Bonds, Series 2025 and authorizing the related reduction of the interest rate on the Sewer Revenue Bond, Series 2022A

This item will remain on the agenda; however, we are still waiting for the resolution to be sent to us from Dorsey. I will forward as soon as it is received.

- B. Approve 5-day Special Class C Retail Alcohol License for CLOUD WINE, LLC d/b/a/ Lucky Wife Wine Slushies, 6th Street, Effective August 1, 2025 through August 5, 2025 for downtown Farmer's Market

Enclosed you shall find the alcohol application for sales during downtown farmer's market.

- C. Ordinance No. 1070 (2025/2026): An Ordinance Amending Chapter 50 of the Nevada Municipal Code (Nuisance Abatement Procedure) to Declare Storage uses on the First Floor of Multi-Story Buildings in the Downtown Corridor District a Public Nuisance, first reading

Enclosed you shall find three ordinances that will be before you regarding first floor occupancy of buildings in the downtown corridor district. Jordan goes into further detail in his report. Please reference that for additional information on 1070, 1071, and 1072.

- D. Ordinance No. 1071 (2025/2026): An Ordinance Amending Chapter 145 of the Nevada Municipal Code (Dangerous Buildings) with Regard to Storage uses Which may Create a First Hazard, first reading

- E. Ordinance No. 1072 (2025/2026): An Ordinance Amending Chapter 165 of the Nevada Municipal Code (Land Development – Zoning Regulations) to Prohibit Storage uses on the First Floor of Multi-Story Buildings in the Downtown Corridor District, first reading

NEVADA CITY COUNCIL – MONDAY, JULY 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, July 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, Devin Cornish, Joe Mousel, Ray Reynolds, Maryls Barker, Tim Hansen, Chris Brandes, Ryan Hutton, Derek Thomas (WHKS), Rhonda Maier, Mike Roth.

Also in attendance were: Brenda Dryer, Melissa Muschick, Wade & Theresa Presley, Kim Upton, Andy Kelly, Don Kockler, Jane Heintz, Sue Vandekamp, Karen Selby, Emily Schaack, Christa Skaggs, Jim Samuelson, Michael Fulker, Scott Henry, Paula Feltner, Lacey Johnson, Marilyn Condon, Sandy Golden.

3. APPROVAL OF AGENDA

Motion by Jason Sampson, seconded by Luke Spence, to **approve the amended agenda, correcting the spelling of Michael Fulker and Joshua Peschel**. After due consideration and discussion the roll was called. Aye: Sampson, Spence, Corbin, Nealson, Skaggs, Ehrig. Nay: None. The Mayor declared the motion carried.

4. PUBLIC HEARING(S)

A. Public hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement

B. Resolution No. 001 (2025/2026): A Resolution taking additional action on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement

At 6:04p.m. Mayor Condon announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **July 3, 2025**. The public hearing is **on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement**.

There were **no written or oral objections** to the aforementioned recommendation. Public hearing closed at 6:04 p.m.

Motion by Steve Skaggs, seconded by Luke Spence, to **adopt Resolution No. 001 (2025/2026)**. After due consideration and discussion the roll was called. Aye: Skaggs, Spence, Corbin, Nealson, Sampson, 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 Sandy Ehrig, seconded by Dane Nealson, to **approve the following consent agenda items:**

- A. Approve Minutes of the Regular Meeting held on June 23, 2025
- B. Approve Payment of Cash Disbursements, including Check Numbers 88451-88657 and Electronic Numbers 3471-3590 (Inclusive) Totaling \$487,548.01 (See attached list); the First Interstate Card Purchases for the June 19, 2025 Statement, total \$4,981.15; and the Sam's Club Card Purchases for the July 22, 2025 Statement, total \$1,683.96
- C. Approve updated Library Assistant Director Job Description
- D. Approve Library Clerk Lead Job Wage Range – same as Office Clerk Part-time
- E. Approve Renewal of Class E Retail Alcohol License for Hy-Vee, INC. d/b/a/ Hy-Vee Dollar Fresh, 1622 Fawcett Parkway, Effective August 10, 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.

6. MAYOR'S APPOINTMENT

- A. Planning & Zoning
 - 1. Ron Farrington - Reappointment
 - 2. Christine Heintz
 - 3. Michael Fulker

After council and citizen discussion the following action was taken:

Motion by Steve Skaggs, seconded by Dane Nealson, to **approve the reappointment of Ron Farrington and deny the new appointments of Christine Heintz and Michael Fulker**. After due consideration and discussion the roll was called. Aye: Skaggs, Nealson, Ehrig. Nay: Spence, Corbin, Sampson. Following the vote, City Attorney Clanton advised that the mayor, with a six-council form of government, can vote to break a tie; however, due to the circumstances she did not recommend it. The Mayor declared the motion failed.

Motion by Luke Spence, seconded by Jason Sampson, to **approve the reappointment of Ron Farrington and appointments of Christine Heintz and Michael Fulker**. After due consideration and discussion the roll was called. Aye: Spence, Sampson, Corbin. Nay: Nealson, Skaggs, Ehrig. The Mayor declared the motion failed.

Motion by Dane Nealson, seconded by Sandy Ehrig, to **approve the reappointment of Ron Farrington**. After due consideration and discussion the roll was called. Aye: Nealson, Ehrig, Skaggs. Nay: Spence, Corbin, Sampson. The Mayor declared the motion failed.

Motion by Sandy Ehrig, seconded by Steve Skaggs, to **table the Planning & Zoning reappointment and appointments and bring back a process for appointment**. After due consideration and discussion the roll was called. Aye: Ehrig, Skaggs, Spence, Corbin, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

B. Parks & Recreation Board

1. Lacey Johnson

Motion by Jason Sampson, seconded by Sandy Ehrig, to approve the appointment of Lacey Johnson to the Parks & Recreation Board. After due consideration and discussion the roll was called. Aye: Sampson, Ehrig, Spence, Corbin, Nealson, Skaggs. Nay: None. The Mayor declared the motion carried.

C. Library Board

1. Joshua Peschel
2. Derek Grote

Motion by Jason Sampson, seconded by Henry Corbin, to approve the appointment of Joshua Peschel and Derek Grote to the Library Board. After due consideration and discussion the roll was called. Aye: Sampson, Corbin, Nealson, Skaggs, Ehrig, Spence. Nay: None. The Mayor declared the motion carried.

D. Historic Preservation Commission Reappointment

1. Jon Augustus

Motion by Luke Spence, seconded by Henry Corbin, to approve the reappointment of Jon Augustus to the Historic Preservation Commission. After due consideration and discussion the roll was called. Aye: Spence, Corbin, Nealson, Sampson, Skaggs, Ehrig. Nay: None. The Mayor declared the motion carried.

7. PUBLIC FORUM:

Wade Presley talked about the Community Band and what a great season they had, acknowledging their sponsors and collaborative partners.

Emily Schaack and Christa Skaggs with Main Street Nevada reported on the survey results of CyBiz Project – a community survey showing what Nevada can do to attract people to our town.

Rhonda Maier gave a heartfelt thank you to Tim Hansen who is retiring as Parks & Recreation Director after 32 years with the City.

8. OLD BUSINESS

- A. Resolution No. 002 (2025/2026): Resolution Declaring Intent to Provide Economic Development Support to Development Project at 1114 6th Street, Camelot Theater

Motion by Dane Nealson, seconded by Luke Spence, to adopt Resolution No. 002 (2025/2026). After due consideration and discussion the roll was called. Aye: Nealson, Spence, Corbin, Sampson, Ehrig. Nay: None. Abstain: Skaggs. The Mayor declared the motion carried.

- B. Approve Pay Request No. 41 for WWTF Improvements – Phase 2 from WBCI, Inc. in the amount of \$303,074.08

- C. Motion by Jason Sampson, seconded by Sandy Ehrig, to approve AMENDED Pay Request No. 41 for WWTF Improvements – Phase 2 from WBCI, Inc. in the amount of \$204,929.90. After due consideration and discussion the roll was called. Aye:

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

- D. Approve Pay Request No. 38 for WWTF Improvements – Phase 3 from Boomerang Corp. in the amount of \$0.00

Motion by Steve Skaggs, seconded by Henry Corbin, to **approve Pay Request No. 38 for WWTF Improvements – Phase 3 from Boomerang Corp. in the amount of \$0.00.** After due consideration and discussion the roll was called. Aye: Skaggs, Corbin, Nealson, Sampson, Ehrig, Spence. Nay: None. The Mayor declared the motion carried.

- E. Approve Pay Request No. 1 for West Indian Creek (Project A) from RW Excavating in the amount of \$225,622.72

Motion by Luke Spence, seconded by Sandy Ehrig, to **approve Pay Request No. 1 for West Indian Creek (Project A) from RW Excavating in the amount of \$225,622.72.** After due consideration and discussion the roll was called. Aye: Spence, Ehrig, Corbin, Nealson, Sampson, Skaggs. Nay: None. The Mayor declared the motion carried.

- F. Resolution No. 003 (2025/2026): A Resolution Accepting Public Improvements in Northview Phase 1 Subdivision

Motion by Jason Sampson, seconded by Steve Skaggs, to **adopt Resolution No. 003 (2025/2026).** After due consideration and discussion the roll was called. Aye: Sampson, Skaggs, Ehrig, Spence, Corbin, Nealson. Nay: None. The Mayor declared the motion carried.

- G. Resolution No. 004 (2025/2026): A Resolution Authorizing Payment of Initial Disbursement Request from Nevada Dev, LLC

Motion by Dane Nealson, seconded by Sandy Ehrig, to **adopt Resolution No. 004 (2025/2026).** After due consideration and discussion the roll was called. Aye: Nealson, Ehrig, Spence, Corbin, Sampson, Skaggs. Nay: None. The Mayor declared the motion carried.

- H. Resolution No. 005 (2025/2026): A Resolution Accepting Easement to Construct and Maintain a Recreational Trail between the City of Nevada Iowa and Nevada Dev, LLC.

Motion by Dane Nealson, seconded by Steve Skaggs, to **adopt Resolution No. 005 (2025/2026).** After due consideration and discussion the roll was called. Aye: Nealson, Skaggs, Ehrig, Spence, Corbin, Sampson. Nay: None. The Mayor declared the motion carried.

9. NEW BUSINESS

- A. Kim Upton, Tree Claim (He is supposed to bring in a letter to request council to reconsider ICAPs decision along with invoices for the cost to repair)

Mr. Upton commented on the claim and requested council look into this further.

Motion by Dane Nealson, seconded by Jason Sampson, to **table this item until further information is gathered from the contractor.** After due consideration and discussion the roll was called. Aye: Nealson, Sampson, Skaggs, Ehrig, Spence, Corbin. Nay: None. The Mayor declared the motion carried.

B. Discussion and Appropriate Follow-up Regarding the purchase of Sign making Equipment

Motion by Henry Corbin, seconded by Sandy Ehrig, to **approve the purchase of Sign making equipment from Blackbird Design and Print in the amount of \$20,000.00.** After due consideration and discussion the roll was called. Aye: Corbin, Ehrig, Spence, Nealson, Sampson, Skaggs. Nay: None. The Mayor declared the motion carried.

C. Ordinance No. 1069 (2025/2026): An Ordinance Amending Chapter 69 (Parking Regulations) of the City Code by adding Language Pertaining to Parking Zones, All Night Parking, and Truck and Boat Parking, first reading

Motion by Dane Nealson, seconded by Jason Sampson, to **approve Ordinance No. 1069 (2025/2026), first reading.** After due consideration and discussion the roll was called. Aye: Nealson, Sampson, Skaggs, Ehrig, Spence, Corbin. Nay: None. The Mayor declared the motion carried.

10. ADJOURNMENT

There being no further business to come before the meeting, motion by Dane Nealson, seconded by Jason Sampson, to **adjourn the meeting.** Following voice vote, the Mayor declared the motion carried at 7:59 p.m. the meeting adjourned.

Ryan Condon, Mayor

ATTEST:

Kerin Wright, City Clerk

Published: _____
Council Approved: _____

Item # 43
Date: 7/28/25

NEVADA CLAIMS 7/28/25

PAYEE	DESCRIPTION	AMOUNT	CHECK NUMBER
EMPLOYEE BENEFIT SYSTEMS	SELF FUNDING FEES	273.00	3591
WAGEWORKS	FSA 2024 PMTS	577.69	3592
WAGEWORKS	FSA 2024 PMTS	806.76	3593
WAGEWORKS	FSA 2024 PMTS	1,477.17	3594
EMPLOYEE BENEFIT SYSTEMS	BENEFITS PAID	170.49	3595
EFTPS	FEDERAL TAXES MEDICARE Pay Period: 7/20/2025	44,060.58	3698
IPERS	IPERS PROTECTIVE Pay Period: 7/6/2025	41,832.71	3699
RELIANCE STANDARD	RELIANCE Pay Period: 7/6/2025/7/20/25/BREWER 7/2025	927.30	3700
TREASURER STATE OF IA	STATE WITHHOLDING TAX Pay Period: 7/6/2025	7,449.17	3701
CORNISH, DEVIN	HSA HSA Pay Period: 7/20/2025	50.00	3702
HUTTON, RYAN	HSA HSA Pay Period: 7/20/2025	320.84	3703
SYDNES, KELLAN	HSA HSA Pay Period: 7/20/2025	50.00	3704
EMPLOYEE BEN SYSTEMS	BENEFITS PAID 07172025	2,200.05	3705
FIRST INTERSTATE BANK	CREDIT CARD EXPENSES	4,981.15	3706
SAMS CLUB	REC-CONCESSIONS	1,683.96	3707
ALLIANT	WTR-UTILITIES	5,676.87	88658
CONSUMERS ENERGY	SOUTH GLEN SUBDIVISION	10,618.56	88659
GANNETT IOWA LOCALIQ	FY25 BUDGET AMEND #1/MIN/CLAIMS	495.63	88660
RW EXCAVATING SOL	WEST INDIAN CREEK SRF PROJ A #1	225,622.72	88661
UNITED STATES TREASURY	PR-PCORI FEE 2024	121.45	88662
WAGEWORKS	PR-FLEX BENEFIT FEE	595.80	88663
WILLIAMS BROTHERS CONST	WWT PH2-PR#41	204,929.90	88664
WINDSTREAM	PD/CH-PHONES	105.56	88665
BAKER & TAYLOR BOOKS	LIB-MATERIALS	1,602.15	88666
CENTRAL IOWA DIST	LIB-VACUUM RPR	118.00	88667
CENTRAL STATES ROOFING	LIB-ROOF RPR	320.91	88668
DEMCO INC	LIB-LAMINATE	257.76	88669
FARONICS	LIB-DEEP FREEZE SOFTWARE 3YRS	1,299.45	88670
MIDWEST TAPE	LIB-DVD/AUDIO	474.67	88671
NEWTON PUBLIC LIBRARY	LIB-A WALK TO REMEMBER	21.95	88672
QUILL CORP	LIB-SUPPLIES	140.63	88673
REISTER, SCOTT	LIB-AUTHOR SERIES	250.00	88674
WILKENING, BRAD	LIB-LESSONS OF THE HOLOCAUST	200.00	88675
PAYROLL	PAYROLL	531.61	88676
AFLAC	AFLAC PRE TAX Pay Period: 7/6/2025/7/20/25	762.77	88677
COLLECTION SERVICES CENTER	CHILD SUPPORT Pay Period: 7/20/2025	122.02	88678
MISSION SQUARE	DEFERRED COMPENSATION Pay Period: 7/20/2025	30,565.00	88679
ABRAMOWITZ, GRANT	WTR-DEPOSIT REFUND	22.87	88680
ACCO	POOL-CHLORINE	2,572.80	88681
ALLIANT	STS-K AVE	95.86	88682
AMAZON CAPITAL SERVICES	REC/WWT-BB/SB/LAB SUPPLIES	1,090.94	88683
ARNOLD MOTOR SUPPLY	STS-CORE RTN/BATTERY	91.74	88684
B5 BRANDING ELITE SCREEN	STS-CLOTHING LOGO	143.00	88685
BARKER, DREW	COMM BAND-REHERSALS/CONCERTS	240.00	88686
BARKER, MARLYS OR TROY	WTR-DEPOSIT REFUND	65.62	88687
BIG 8 TYRE CENTER	PKM OIL CHANGE 2015 F150	78.93	88688
BLACKBIRD DESIGN & PRINT	STS-SIGNAGE EQUIPMENT	20,000.00	88689
BLACKHAWK AUTO SPRINKLERS	CH-SPRINKLER INSPECT	365.00	88690
BRAZELTON, DAVID	WTR-DEPOSIT REFUND	9.62	88691
BRICK GENTRY PC	WWT/BURKE-LEGAL	11,613.75	88692
C&K HEATING, AIR CONDIT	FH - AC REPAIR	90.00	88693
CAPITAL SANITARY SUPPLY	POOL - CLEANING SUPPLIES	715.33	88694
CASE, BURT	WTR-DEPOSIT REFUND	16.89	88695
CENTRAL IA BROADBAND	PV-INTERNET	375.00	88696

CENTRAL IOWA WATER ASS(WTR-LWE RAW WATER 07/2025	966.73	88697
COLVILLE, ALYSSA	WTR-DEPOSIT REFUND	4.16	88698
CONWAY SHIELD	FD-HELMETS	1,186.50	88699
COPY SYSTEMS INC	WWT-POSTAGE MACH MNT	237.92	88700
CUTTING EDGE	ED-15 LIGHT POLES PAINTED IN DT AREA	7,500.00	88701
DAKOTA SUPPLY GROUP	STRM-PAVING-RISERS	32.00	88702
DEFENSIVE EDGE TRAINING	PD - SYDNES TRNG	550.00	88703
DOOR & FENCE STORE INC	STS-BLDG RPR	180.00	88704
EYANSON, JACOB & JESSICA	WTR-DEPOIST REFUND	13.69	88705
HAWKINS INC	WTR-AZONE 15	3,537.18	88706
HENDERSON, DENNIS	CB-SOUND SYSTEM 2025	200.00	88707
HENRY LAND II LLC	WTR-DEPOSIT REFUND	22.87	88708
HR GREEN, INC	OAK PARK ESTATES TRAIL	2,192.64	88709
IA COMMUNITIES ASSURANC	WWT-INSURANCE	417,008.00	88710
IA ONE CALL	WTR/WWT-ONE CALL	178.40	88711
IA STATE READY MIX	PKM/STS-CONCRETE,GAZEBO-STRM/ROAD	4,339.70	88712
IOWA PUMP WORKS	WTR-SUBMERSIBLE PUMP	2,273.12	88713
JOHN DEERE FINANCIAL	STS/WTR/STS-SUPPLIES	299.10	88714
MADISON NATIONAL LIFE INS	WWT-LIFE INS	478.74	88715
MARTIN BROS	4PLX-CONCESSIONS	538.12	88716
MATHESON TRI-GAS INC	POOL-CO2	260.64	88717
MCFARLAND CLINIC PC	PD-GIBSON SCREENING	203.00	88718
MENARDS - AMES	WWT-TOOLS	46.44	88719
NEVADA DEV LLC	ED-NEVADA DEV LLC INITIAL PYMT	500,000.00	88720
NEVADA POSTMASTER	UTILITY BILLING POSTAGE/BOX RENTAL	5,280.00	88721
NEVADA ROTARY CLUB	PD-BRANDES DUES	507.00	88722
NORTH IA AREA COMM COLLEGE	EMS-TRNG,JONES	4,436.70	88723
NORTHWAY WELL AND PUMP	WTR-WELL #6 REHAB	31,622.00	88724
OTTEM, RYAN	WTR-DEPOSIT REFUND	14.16	88725
OVERDRIVE - CLEVELAND	LIB-OVERDRIVE FY26	1,962.00	88726
PRESLEY, WADE HENRY	COMM BAND-REH/CONC	540.00	88727
PSYCHOLOGY ASSOC PLLC	PD-GIBSON EVAL	50.00	88728
QUADIENT	PZ-EXTRA POSTAGE	1,000.00	88729
RIESE, LAUREN	WTR-DEPOSIT REFUND	22.87	88730
ROBB MORGAN	STS-TREE REMOVAL	1,000.00	88731
SCARLETT, JAMES	COMM BAND-TRUCK/TRLR	50.00	88732
SNEZEK, ELISHA	WTR-DEPOSIT REFUND	0.52	88733
STAPLES ADVANTAGE	WWT-PAPER	379.22	88734
STAR EQUIPMENT LTD	STS-SUPPLIES	195.83	88735
STATE HYGIENIC LABO	WTR-LAB ANALYSIS	2,773.50	88736
STOREY KENWORTHY CO	WTR/WWT-UTILITY BILLS	1,866.03	88737
STORY CO ANIMAL CONTROL	PD-ANIMAL CONTROL	238.00	88738
STORY CO TREASURER	WWT-FY26QTR1	12,257.25	88739
USA BLUEBOOK	WWT-SUPPLIES	848.74	88740
WALKNER, SCOTT	PR-EBS BENEFIT WALKNER	14.19	88741
WALLESER, NICHOLAS	WTR-DEPOSIT REFUND	12.82	88742
WILLIAMSON ELECTRIC INC	CH-FRONT LOBBY TV	725.91	88743
ZIMCO SUPPLY CO	PKM-HERBICIDE	768.00	88744
PAYROLL ACH- 7/25/2025	PAYROLL ACH- 7/25/2025	119,786.16	

TOTAL ACCOUNTS PAYABLE 1,757,881.48

Item # 4C
Date: 7/28/25

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the 7/28/25 Council Agenda

Business Name Good + Quick Phone Number _____

Address _____

Manager's Name _____ Phone Number _____

Address _____

Owners Name _____ Phone Number _____

Address _____

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

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

7-16-25
Date

ZAVZ
FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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

no orders.
Very well maintained



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
GOOD AND QUICK CO.	Good & Quick	(515) 382-3462		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
519 Lincoln Highway		Nevada	Story	50201
MAILING ADDRESS	CITY	STATE	ZIP	
Lincoln Highway	Nevada	Iowa	50201	

Contact Person

NAME	PHONE	EMAIL
Charles Good	(515) 382-3462	cha0958@hotmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LG0000928	Class B Retail Alcohol License	12 Month	Submitted to Local Authority

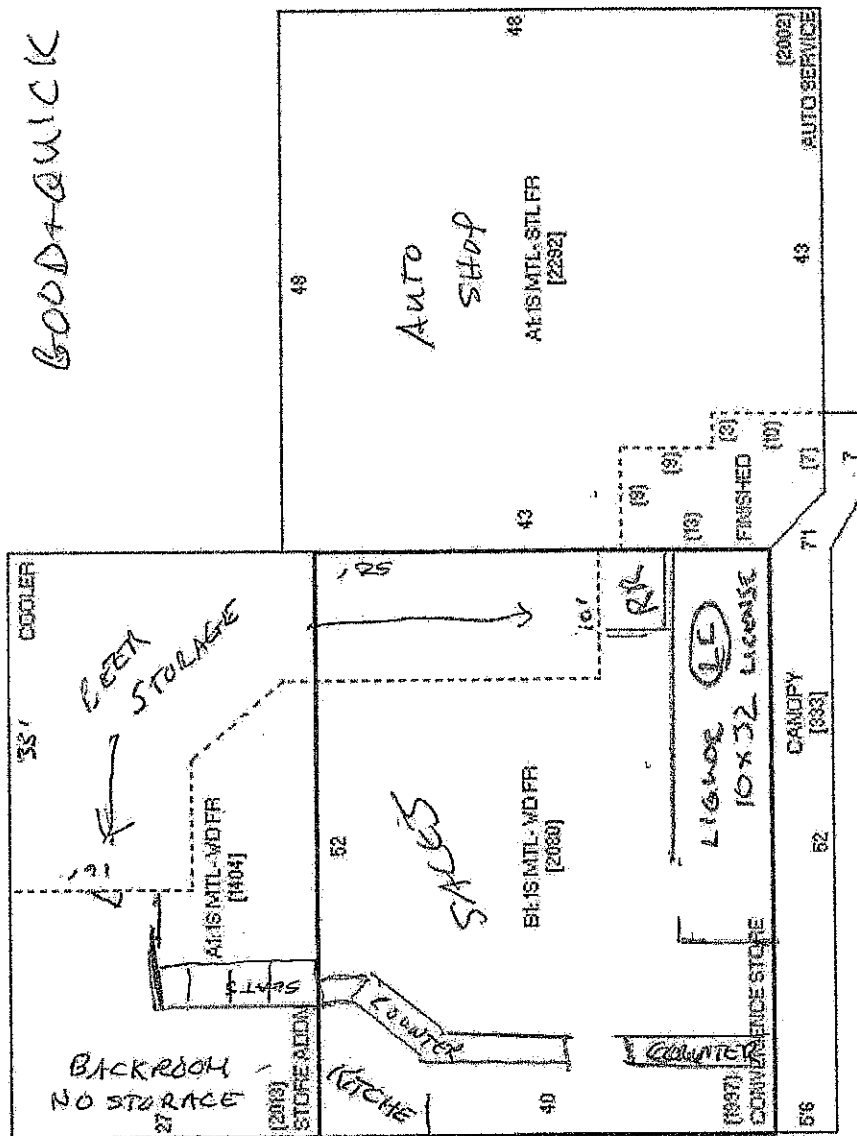
TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Sep 18, 2025	Sep 17, 2026	

SUB-PERMITS

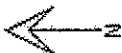
Class B Retail Alcohol License

1 in = 17'6" Approx

GOOD+QUICK



SACES APPROX 2800 to 3000
w/o LC LIGNOR



July 28, 2025

To Whom It May Concern,

On behalf of the City of Nevada, I am writing to express our strong support for the Iowa Economic Development Preparedness Innovation and Energy Education Program grant application submitted by Story County Emergency Management to develop and deploy a community based **portable solar charging capability** that can be utilized in the aftermath of disasters or emergencies resulting in prolonged power outages.

Our community has experienced firsthand the challenges that arise during extended power outages caused by severe weather events and other disasters. One of the most urgent needs identified during these times is access to reliable power for charging cell phones, computers, and medical devices. These resources are essential for communication with loved ones, accessing emergency information and services, and registering for recovery assistance with local, state, and federal agencies.

A mobile, solar-powered charging system that can be rapidly deployed to impacted areas will significantly improve our emergency response and community resilience. It will provide an immediate and sustainable solution to ensure our residents remain connected and supported during critical times. Furthermore, this project aligns with our commitment to disaster preparedness and sustainability, ensuring that even the most vulnerable populations can access necessary resources during emergencies.

We are proud to support Story County Emergency Management in this important endeavor. Should this grant be awarded, the City of Nevada is committed to collaborating with project stakeholders to ensure successful implementation and deployment during disaster response and recovery operations.

Thank you for your consideration of this vital project. If you require additional information, please feel free to contact my office at 515-382-5466.

Sincerely,

Ryan Condon
Mayor, City of Nevada

Recipient: City of Nevada
Contract Number: 20-CVN-068

Award Date: June 9, 2022
Contract End Date: May 31, 2025
Closeout Date: February 18, 2025

2 CFR Part 200 changed the threshold of required audits from entities awarded federal funds. If a unit of local government or non-profit organization has expended \$1,000,000 or more in federal funds from any federal sources or programs during a fiscal year, that entity is required to have these funds audited in accordance with the implementing regulations found in 2 CFR Part 200.

Entities that have not expended \$1,000,000 in federal funds in a fiscal year are not required to have an audit performed.

As part of the Single Audit Act requirements, IEDA is required to advise you of the Catalog of Federal Domestic Assistance (CFDA) Number of the program through which the grantee received funding. The CFDA number for the CDBG COVID-19 - Non-entitlement program is 14.228

After reviewing the audit requirements described above, check one of the boxes below and have this form signed by the appropriate official of your organization. The completed form, with the original signature, **MUST** be returned to your Grant Administrator at:

Region XII Council of Governments
Attn: Chris Whitaker
1009 East Anthony Street
Carroll, Iowa 51401-0768

Your grant administrator will then upload an electronic copy of this signed form to the Audit Document Component in IowaGrants.

I certify that ☐ No Audit is Required ☐ Audit is Required (will be available _____)

For fiscal year 2025



Signature
Honorable Brett Barker, Mayor

Ryan Condon

Date

7/17/25

NOTE: IEDA must receive this form back within 30 days of receipt.

DETERMINATION OF LEVEL OF REVIEW ENVIRONMENTAL REVIEW RECORD

Project Name: Nevada Downtown Facade Revitalization

CDBG Contract Number: 25-DTR-004

Project Location: Nevada, Iowa

Project Description (Attach additional descriptive information, as appropriate to the project, including narrative, maps, photographs, site plans, budgets and other information.):

The Nevada Downtown Façade Revitalization Project will rehabilitate 8 buildings (eight front facades and two side facades) that are in poor condition in downtown Nevada. The Project will remove blight, restore the facades to enhance the character of the historic downtown, ensure a continued state of good repair, and promote continued economic development. The total project costs are estimated to be around \$1,306,467. See Appendix A for project map and Slum and Blight documentation.

The subject project has been reviewed pursuant to HUD regulations 24 CFR Part 58 "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities," and the following determination with respect to the project is made:

- ☐ **Exempt** from NEPA review requirements per 24 CFR 58.34(a)()
- ☐ **Categorically Excluded NOT Subject** to §58.5 authorities per 24 CFR 58.35(b)()
- ☒ **Categorically Subject** to §58.5 authorities per 24 CFR 58.35(a)()
(A Statutory Checklist for the §58.5 authorities is attached.)
- ☐ An **Environmental Assessment** (EA) is required to be performed in accordance with subpart E of 24 CFR Part 58 is attached.
- ☐ An **Environmental Impact Statement** (EIS) is required to be performed.

The ERR (see §58.38) must contain all the environmental review documents, public notices and written determinations or environmental findings required by Part 58 as evidence of review, decision making and actions pertaining to a particular project. Include additional information including checklists, studies, analyses and documentation as appropriate.

Chief Elected Official:	
<u>Ryan Condon</u> Print Name	<u></u> Signature
<u>Mayor of Nevada, Iowa</u> Title	<u>7/17/25</u> Date

Updated 3/8/2012

Use this worksheet for projects listed under 24 CFR §58.35 (a) categorically Excluded subject to 58.5
and for projects under 24 CFR §58.35 (b) Not subject to 58.5

24 CFR 58.6 Requirements Form



Great Plains Regional Office – Region VII
400 State Avenue, Room 200
Kansas City, KS 66101-2406

PROJECT NAME: Nevada Downtown Facade Revitalization

Contract Number #: 25-DTR-004

Retain this form in the ERR of the subject project.

1. AIRPORT RUNWAY PROTECTION ZONE / CLEAR ZONE NOTIFICATION

[24 C.F.R. Part 51.303(a)(3)]

Does the project involve the sale or acquisition of property located within a Civil Airport's Runway Protection Zone or a Military Airfield's Clear Zone?

(X) No. Cite or attach Source Document: No, see Appendix 2 – Airport Hazards
(Project complies with 24 CFR 51.303(a)(3).)

() Yes. **Notice must be provided to buyer.** The notice must advise the buyer that the property is in a Runway Protection Zone or Clear Zone, what the implications of such a location are, and that there is a possibility that the property may, at a later date, be acquired by the airport operator. The buyer must sign a statement acknowledging receipt of this information, and a copy of the signed notice must be maintained in this ERR.

2. COASTAL BARRIERS RESOURCES ACT

[Coastal Barrier Improvement Act of 1990 (16 U.S.C. 3501)]

Is the project located in a coastal barrier resource area?

(X) No. Cite or attach Source Document: No CBRA in MO/KS/NE/IA <http://www.fema.gov/nfip/cobra.shtml>
(Proceed with project.)

() Yes. Federal assistance may not be used in such an area.

3. FLOOD DISASTER PROTECTION ACT

[Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001-4128)]

Does the project involve acquisition, construction or rehabilitation of structures located in a FEMA-identified Special Flood Hazard Area?

(X) No. Cite or attach Source Document: No, see Appendix 9 – Flood Management
(Proceed with project.)

() Yes. Cite or attach Source Document: _____

Is the community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?

() Yes. **Flood Insurance under the National Flood Insurance Program must be obtained.** If HUD assistance is provided as a grant, insurance must be maintained for the economic life of the project and in the amount of the total project cost (or up to the maximum allowable coverage, whichever is less). If HUD assistance is provided as a loan, insurance must be maintained for the term of the loan and in the amount of the loan (or up to maximum allowable coverage, whichever is less). A copy of the flood insurance policy declaration must be kept on file in the ERR.

() No. **Federal assistance may not be used in the Special Flood Hazards Area.**

Ryan Condon, Mayor, 7/17/25

Responsible Entity Official: Signature / Name / Title / Date

Statutory Checklist

24 CFR §58.5 – NEPA related federal statutes and authorities

Recipient Name: City of Nevada

CDBG Contract Number: 25-DTR-004

An “ERR Determination” form should be provided as a cover to this checklist.

This checklist is a component of the Environmental Review Record (ERR) [§58.38]. Supplement the ERR, as appropriate, with photographs, site plans, maps, narrative and other information that describe the project.

DIRECTIONS – For each authority, check one of the appropriate boxes under “Status.”

“A box” The project is in compliance, either because: (1) the nature of the project does not implicate the authority under consideration, or (2) supporting information documents that project compliance has been achieved. In either case, information must be provided as to **WHY the authority is not implicated, or HOW compliance is met;** OR

“B box” The project requires an additional compliance step or action, including but not limited to consultation with or approval from an oversight agency, performance of a study or analysis, completion of remediation or mitigation measure, or obtaining of license or permit.

IMPORTANT: Compliance documentation consists of verifiable source documents and/or relevant base data. Appropriate documentation must be provided for each law or authority. Documents may be incorporated by reference into the ERR provided that each source document is identified and available for inspection by interested parties. Proprietary material and studies that are not otherwise generally available for public review shall be included in the ERR. Refer to HUD guidance for more information.

Statute, Authority, Executive Order, Regulation or Policy cited at 24 CFR §58.5	STATUS A B		Compliance Documentation
1. Air Quality [Clean Air Act sections 176(c) & (d), and 40 CFR 6, 51, 93]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The Project is not located in any EPA designated Non-attainment Area or Maintenance Area. The Project does not produce air emissions that would violate NAAQS Standards and will be in compliance with the Clean Air Act. See maps in Appendix 1 – Air Quality.
2. Airport Hazards (Clear Zones and Accident Potential Zones) [24 CFR 51D]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The Project is not located within 2,500 feet of the end of a civil airport runway or 15,000 feet of the end of a military airport runway. The closest airport (AMW) is about 9 miles west of the project in Ames, Iowa. See map in Appendix 2 – Airport Hazards.
3. Coastal Zone Management [Coastal Zone Management Act sections 307(c) & (d)]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No coastal zone management programs exist in the states of HUD Region VII, as established by Nat'l Oceanic & Atmospheric Administration, Office of Ocean and Coastal Resource Management. See map in Appendix 3 – Coastal Zone Management.
4. Contamination and Toxic Substances [24 CFR 58.5(i)(2)]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	While the Project Area does not contain contamination and toxic substances, the Project Area is in proximity to other sites containing contamination and toxic substances.

		<p>A search of the Iowa DNR Underground Storage Tank Database returned a total of 15 Leaking Underground Storage Tanks (LUST) in Nevada, with only 1 LUST (Leak #9LTQ97) classified as High Risk. The LUST (Leak #9LTQ97) is about 494 feet or 0.09 miles as-the-crow-flies from the project area.</p>
		<p>A search of the Iowa DNR Contaminated Sites Database returned a total of 4 contaminated sites in Nevada. Three of the four sites have a status of "CERCLA Preremedial – Closed" status, and one of the four sites have a status of "Consent Order – Closed." Of the sites within the city limits of Nevada, their distances as-the-crow-flies from the Project Area are about 1,147 feet (0.2 miles), 3,256 feet (0.6 miles), and 1,269 feet (0.2 miles). Of the site outside the city limits of Nevada, the distance as-the-crow-flies is about 52,800 feet (10 miles).</p> <p>A search of the EPA's ECHO (Enforcement and Compliance History Online) Database returned 1 facility with Significant Violations in Nevada. The facility is in a residential area and does not appear to be the actual site of contamination, just the address of the LLC. The facility is about 3,419 feet (0.65 miles) as-the-crow-flies from the Project Area.</p> <p>A search of the EPA's Corrective Action / Progress Track Facilities Database returned 2 records in Story County but no records in Nevada.</p> <p>A search of the EPA's NPL (National Priorities List) Database returned 13 sites in Iowa but none in Nevada.</p> <p>See Appendix 4 – Contamination and Toxic Substances.</p>
5. Endangered Species [50 CFR 402]	<input checked="" type="checkbox"/> <input type="checkbox"/>	<p>A search using the US Department of the Interior Fish and Wildlife's IPaC (Information for Planning and Consultation) web tool returned a species list that may be affected by the Project. Particularly, the endangered Indiana Bat, the proposed threatened Monarch Butterfly, and the proposed threatened Western Regal Fritillary. Otherwise, there are no critical habitats, refuge lands or fish hatcheries, and wetlands within the Project Area.</p> <p>See Appendix 5 – Endangered Species.</p>
6. Environmental Justice [Executive Order 12898]	<input checked="" type="checkbox"/> <input type="checkbox"/>	<p>Environmental Justice Review is not being required by HUD at this time.</p> <p>See Appendix 6 – Environmental Justice.</p>
7. Explosive and Flammable Operations [24 CFR 51C]	<input checked="" type="checkbox"/> <input type="checkbox"/>	<p>A search using the Iowa Department of Inspections, Appeals, and Licensing Database returned 5 active tank registrations in Nevada, with only 1 active tank registration (Tank Permit Number 13903) that is 540.12 feet (0.1 miles) as-the-crow-flies away from the Project Area.</p> <p>However, according to 24 CFR Part 51 Subpart C, rehabilitation and modernization as part of HUD-assisted projects are defined as "such repairs and renovations of a building or buildings as will result in an increased number of people being exposed to hazardous operations by increasing residential densities, converting the type of use of a building to habitation, or making a vacant building habitable." Following this definition, Aboveground Storage Tanks (ASTs) as part of Explosive and Flammable Operations are not applicable to this Project as the Project does not increase residential densities, convert the use of a building to habitation, or make vacant buildings habitable.</p> <p>See Appendix 7 – Explosive and Flammable Operations.</p>
8. Farmland Protection [7 CFR 658]	<input checked="" type="checkbox"/> <input type="checkbox"/>	<p>According to the US Department of Agriculture - Natural Resources Conservation Service's Web Soil Survey, the Project Area has L107 soils and is rated "prime farmland, if drained."</p>

		<p>However, the Project Area already has existing development and will not add any new development that would consume prime farmland. Thus, the Project adheres to farmland protection as part of 7 CFR 658 – Farmland Protection Policy Act.</p> <p>See Appendix 8 – Farmland Protection.</p>
9. Floodplain Management [24 CFR 55, Executive Order 11988]	<input checked="" type="checkbox"/> <input type="checkbox"/>	<p>The Project Area is located in Zone X – Area of Minimal Flood Hazard as defined by the Federal Emergency Management Agency (FEMA). As such, the Project is not located in either the Special Flood Hazard Area (SFHA) (100-year floodplain) or the Critical Action Area (500-year floodplain) and complies with 24 CFR 55 – Floodplain Management and Protection of Wetlands and Executive Order 11988 – Floodplain Management.</p> <p>See Appendix 9 – Floodplain Management.</p>
10. Historic Preservation [36 CFR 800]	<input checked="" type="checkbox"/> <input type="checkbox"/>	<p>According to the Programmatic Agreement (PA), CDBG recipients are to consult with IEDA's Historic Preservation Specialist instead of the SHPO. Each participating structure as is identified will be submitted to the IEDA Historic Preservation Specialist for Section 106 consultation. No bidding/construction will occur on the participating structures in the Project prior to the conclusion of this consultation.</p> <p>Due to the nature of the Project activities, federally-recognized Tribes were not consulted under Section 106 Historic Review as the Project does not include significant ground disturbance (digging), new construction in undeveloped natural areas, incongruent visual changes, incongruent audible changes, incongruent atmospheric changes, work on a building with significant tribal association, or the transfer, lease, or sale of a historic property of religious and cultural significance.</p> <p>See Appendix 10 – Historic Preservation.</p>
11. Noise Control [24 CFR 51B]	<input checked="" type="checkbox"/> <input type="checkbox"/>	<p>The Project is not classified as a Noise Sensitive Project and will not generate noises that have adverse impacts.</p> <p>See Appendix 11 – Noise Control.</p>
12. Water Quality (Sole Source Aquifers) [40 CFR 149]	<input checked="" type="checkbox"/> <input type="checkbox"/>	<p>The Project Area is not located in an area with a Sole Source Aquifer and will not adversely impact any Sole Source Aquifer.</p> <p>See Appendix 12 – Water Quality (Sole Source Aquifers).</p>
13. Wetland Protection [24 CFR 55, Executive Order 11990]	<input checked="" type="checkbox"/> <input type="checkbox"/>	<p>The Project Area is not located in a wetland and will not adversely impact any wetlands.</p> <p>See Appendix 13 – Wetland Protection.</p>
14. Wild and Scenic Rivers [36 CFR 297]	<input checked="" type="checkbox"/> <input type="checkbox"/>	<p>The Project Area is not in proximity to any Wild and Scenic Rivers. The State of Iowa does not have any designated Wild and Scenic Rivers.</p> <p>See Appendix 14 – Wild and Scenic Rivers.</p>

DETERMINATION (check one):

☒ **COMPLIANCE IS MET.** The project is in compliance with aforementioned authorities and regulations, as documented above.

☐ **ACTION REQUIRED.** The project will be compliant with the aforementioned authorities and regulations, provided further action is taken. The action is a condition of the environmental review

and is described below. (An additional compliance action may include obtaining a license or permit from a state, federal, or local agency, or completing a certain remediation or mitigation measure.)

Required Condition(s):

PREPARER

PREPARER SIGNATURE: zhilhen DATE: July 1, 2025

PREPARER NAME & TITLE: Zhi Chen, Senior Planner at Mid-Iowa Planning Alliance (MIPA)

RESPONSIBLE ENTITY APPROVING OFFICIAL

SIGNATURE: [Signature] DATE: 7/17/25

APPROVING OFFICIAL NAME & TITLE: Ryan Condon, Mayor

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: Ryan Condon

Signed: zhilhen
Grant Administrator

Date: July 18, 2025

Print Name: Zhi Chen

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.

Certification of Compliance CDBG Procurement Standards

CDBG Applicant/Recipient: City of Nevada

IEDA Contract/Project #: 25-DTR-004

In accordance with the IEDA Procurement Policy, all procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

I certify that I am the chief elected official and that the community listed above has not and will not violate the above competition statute when competitively procuring for the CDBG award.

Signature: _____

Printed Name: Ryan Condon, Mayor

Date: _____

RESOLUTION NO. 006 (2025/2026)

**A RESOLUTION ACCEPTING THE
2024 HMA OVERLAY F & G AVENUE PROJECT AS COMPLETE**

WHEREAS, the City Council of the City of Nevada, Iowa, entered into contract with InRoads LLC to construct the 2024 HMA Overlay F & G Avenue Project on March 25, 2024; and

WHEREAS, the project has now been completed by the Contractor, and inspected by City staff and engineers; and

WHEREAS, the completed total contract price is \$924,285.57; and

WHEREAS, City staff and engineers have found that this project has been completed in substantial conformance with the contract documents and recommend acceptance of the work completed. The Request for final retainage is submitted for payment.

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

1. The 2024 HMA Overlay F & G Avenue Project has been completed in conformance with the construction documents and is hereby accepted; and the Pay Request for the Final Retainage has been submitted.
2. The Mayor is authorized to sign the pay request and the City Clerk is directed to release retainage.

RESOLVED this 28th day of July, 2025, by the City Council of the City of Nevada, Iowa.

Ryan Condon, Mayor

ATTEST:

Erin Mousel, Deputy City Clerk

Moved by Council Member ____, seconded by Council Member ____, that Resolution No. 006 (2025/2026) be adopted.

AYES: ____
NAYS: ____
ABSENT: ____

The Mayor declared Resolution No. 006 (2025/2026) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 006 (2025/2026) at the regular Council Meeting of the City of Nevada, Iowa, held on the 28th day of July, 2025.

Erin Mousel, Deputy City Clerk

F:\Office\Council\Resolutions\2025-2026\006-24 HMA Overlay F&G Ave -Final Acceptance.doc F:\OFFICE\COUNCIL\RESOLUTIONS\2025-2026\006-24 HMA OVERLAY F&G AVE -FINAL ACCEPTANCE.DOC

Item # 6A6
Date: 7/28/25

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER

City of Nevada, IA
1209 6th Street
Nevada, IA 50201

PROJECT:

F Ave & G Ave Street Rehabilitation

APPLICATION NO: 7

DISTRIBUTION TO:

OWNER
ENGINEER
CONTRACTOR

PERIOD TO: 7/18/2025

PROJECT NO: 9942

FROM CONTRACTOR:

InRoads
4761 NE 20th Lane
Des Moines, Iowa 50317

Engineer:

WHKS & Co
1421 S Bell Ave Suite 103
Ames, IA 50010

CONTRACT DATE:

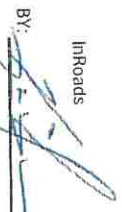
CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
CHANGE ORDERS APPROVED IN PREVIOUS MONTHS BY OWNER		TOTAL \$	\$
APPROVED THIS MONTH			
NUMBER	DATE APPROVED		
1	6/24/2024	\$ 42,895.00	
2	7/8/2024	\$ 305,215.00	\$ 136,455.00
3	11/25/2024	\$ 53,525.34	\$ 33,233.38
4			
TOTALS		\$ 401,635.34	\$ 169,688.38
Net change by Change Orders		\$ 231,946.96	

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

CONTRACTOR: InRoads

BY: 

DATE: 7/15/25

CERTIFICATE FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM \$ 692,338.61
2. Net change by Change Orders \$ 231,946.96
3. CONTRACT SUM TO DATE \$ 924,285.57
4. TOTAL COMPLETED & STORED TO DATE \$ 924,285.57
5. RETAINAGE:
a. _____ of completed work \$ 12,000.00
b. 5% _____ of stored material _____
6. TOTAL EARNED LESS RETAINAGE \$ 924,285.57
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR Payment (Line 6 from prior Certificate) \$ 912,285.57
8. CURRENT PAYMENT DUE \$ 12,000.00
9. BALANCE TO FINISH, PLUS RETAINAGE \$ -
(Line 3 less Line 6)

NOTE: PARTIAL RETAINAGE RELEASE PAYMENT (\$12,000 RETAINED FOR SPRING SEEDING)

AMOUNT CERTIFIED \$ 12,000.00

(Attach explanation if amount certified differs from the amount applied for)

By:  Date: 7/15/2025

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under this Contract.

Contractor's Monthly Payment Estimate
 Owner: City of Nevada, IA
 F Ave & G Ave Street Rehabilitation
 Contractor: IIRoads

Estimate No. 7 Date: 2/3/2025

Period Ending: 2/3/2025

Estimate No. 7		Date: 2/3/2025		Period Ending: 2/3/2025		WORK COMPLETED								
CONTRACT		ITEM		UNIT	QTY	UNIT PRICE	\$ AMOUNT	PREVIOUS QTY	PREVIOUS AMOUNT	THIS PERIOD QTY	\$ AMOUNT	QTY COMPLETE TO DATE	\$ AMOUNT TO DATE	5% RETAINAGE
Division 2 - Earthwork														
2.01	Excavation, Class 10	CY	840.40	\$	51.00	\$	42,860.40	840.4	\$	42,860.40				2,143.02
2.02	Subgrade Treatment, Geogrid	SY	445.10	\$	2.50	\$	1,112.75	445.1	\$	1,112.75				55.64
2.03	Subbase, Modified 6"	CY	1264.40	\$	27.00	\$	34,138.80	1264.4	\$	34,138.80				1,705.94
DIVISION 2 TOTAL							\$ 78,111.95						\$ 78,111.95	3,905.60
Division 4 - Sewers and Drains														
4.01	Storm Sewer, Trenchless, RCP, 15"	LF	46.00	\$	103.00	\$	4,738.00	46	\$	4,738.00				236.90
4.02	Removal of Storm Sewer, RCP, 12"	LF	46.00	\$	13.00	\$	598.00	46	\$	598.00				29.90
DIVISION 4 TOTAL							\$ 5,336.00						\$ 5,336.00	266.80
Division 5 - Water Main and Appurtenances														
5.01	Valve Box	EA	1.00	\$	1,500.00	\$	1,500.00	1	\$	1,500.00				75.00
DIVISION 5 TOTAL							\$ 1,500.00						\$ 1,500.00	75.00
Division 6 - Structures for Sanitary and Storm Sewers														
6.01	Manhole, SW-301, 48"	EA	1.00	\$	8,940.00	\$	8,940.00	1	\$	8,940.00				447.00
6.01	Manhole, SW-401, 48"	EA	2.00	\$	8,550.00	\$	17,100.00	2	\$	17,100.00				855.00
6.02	Inlet, SW-501, 48"	EA	3.00	\$	4,980.00	\$	14,940.00	3	\$	14,940.00				747.00
6.03	Manhole Adjustment Minor	EA	1.00	\$	2,200.00	\$	2,200.00	1	\$	2,200.00				110.00
6.04	Remove Manhole	EA	4.00	\$	1,100.00	\$	4,400.00	4	\$	4,400.00				220.00
6.05	Remove Inlet	EA	3.00	\$	550.00	\$	1,650.00	3	\$	1,650.00				82.50
DIVISION 6 TOTAL							\$ 49,230.00						\$ 49,230.00	2,461.50
Division 7 - Streets and Related Works														
7.01	Curb and Gutter, 21.5", 6"	LF	4986.90	\$	30.00	\$	149,607.00	4986.9	\$	149,607.00				7,480.35
7.02 ADI	Asphalt Overlay, 1.5", Surface, 1/2", SS-285, LT	SY	1229.00	\$	9.80	\$	12,044.20	1229	\$	12,044.20				602.21
7.03 ADI	Asphalt Overlay, 1.5", Intermediate, 1/2", SS-285, LT	SY	1229.00	\$	9.80	\$	12,044.20	1229	\$	12,044.20				602.21
7.04 ADI	Asphalt Trench Fill, 1/2", SS-285, LT	LF	1043.00	\$	4.50	\$	4,693.50	1043	\$	4,693.50				234.68
7.05	Removal of Sidewalk	SY	15.50	\$	16.80	\$	260.40	15.5	\$	260.40				13.02
7.06	Removal of Driveway	SY	297.80	\$	8.50	\$	2,531.30	297.8	\$	2,531.30				126.57
7.07	Sidewalk, POC, 4"	SY	35.18	\$	132.51	\$	4,661.70	35.18	\$	4,661.70				233.09
7.08	Sidewalk, POC, 6"	SY	144.00	\$	50.00	\$	7,200.00	144	\$	7,200.00				360.00
7.09	Detachable Warning	SY	882.11	\$	66.00	\$	58,239.26	882.11	\$	58,239.26				2,811.96
7.10	Driveway Paved, Type A, 6"	SY	448.00	\$	75.00	\$	33,600.00	448	\$	33,600.00				1,680.00
7.11	Full Depth Patches, 14" x 7"	SY	7331.00	\$	4.00	\$	29,324.00	7331	\$	29,324.00				1,466.20
7.12	Milling	SY	4986.90	\$	8.00	\$	39,895.20	4986.9	\$	39,895.20				1,994.76
7.13	Curb and Gutter Removal	LF				\$	366,372.62						\$ 366,372.62	18,318.63
DIVISION 7 TOTAL							\$ 366,372.62						\$ 366,372.62	18,318.63
Division 8 - Traffic Control														
8.01	Temporary Traffic Control	LS	1.00	\$	10,250.00	\$	10,250.00	1	\$	10,250.00				512.50
DIVISION 8 TOTAL							\$ 10,250.00						\$ 10,250.00	512.50

RESOLUTION NO. 007 (2025/2026)

**A RESOLUTION ACCEPTING THE WASTEWATER TREATMENT FACILITY
IMPROVEMENTS – PHASE 3 LIFT STATION PROJECT AS SUBSTANTIALLY
COMPLETE**

WHEREAS, the City Council of the City of Nevada, Iowa, entered into contract with Boomerang Corp. to construct the Wastewater Treatment Facility Improvements – Phase 3 Lift Station Project on November 8, 2021; and

WHEREAS, the project is now substantially complete and has been reviewed and inspected by HR Green engineers; and

WHEREAS, HR Green has reviewed Boomerang Corp's request for substantial completion and has included a list of remaining work items to complete (punchlist), see attached; and

WHEREAS, HR Green has found that this project is substantially complete. The Certificate of Substantial Completion, timeline of completion, and punchlist are submitted for execution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEVADA, IOWA, that the Wastewater Treatment Facility Improvements – Phase 3, Lift Station Project is substantially complete and is hereby accepted; and the Certificate of Substantial Completion be approved and executed by the Mayor.

RESOLVED this 28th day of July, 2025, by the City Council of the City of Nevada, Iowa.

Ryan Condon, Mayor

ATTEST:

Erin Mousel, Deputy City Clerk

Moved by Council Member ____, seconded by Council Member ____, that Resolution No. 007 (2025/2026) be adopted.

AYES: ____
NAYS: ____
ABSENT: ____

The Mayor declared Resolution No. 007 (2025/2026) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 007 (2025/2026) at the regular Council Meeting of the City of Nevada, Iowa, held on the 28th day of July, 2025.

Erin Mousel, Deputy City Clerk

F:\Office\Council\Resolutions\2025-2026\007-WWTF Phase 3, Lift Station -Final Acceptance.doc F:\OFFICE\COUNCIL\RESOLUTIONS\2025-2026\007-WWTF PHASE 3, LIFT STATION -FINAL ACCEPTANCE.DOC



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

HRGREEN.COM

July 23, 2025

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

Re: WWTF Improvements – Phase 3: Substantial Completion Recommendation

Dear Jordan:

HR Green has reviewed Boomerang Corp's request for Substantial Completion and recommends that the City of Nevada, Iowa issues Substantial Completion for the above referenced project as of May 6, 2025. See enclosed request and Certificate of Substantial Completion. Issuance of Substantial Completion allows for Boomerang to request partial release of retainage on the project.

The Contract Substantial Completion date is June 9, 2023. The City may assess liquated damages per the Contract as the Work was not completed and ready for its intended use by this date. Based on the above Substantial Completion date, the Work was substantially complete 697 calendar days past the Contract date. There have been additional engineering costs and construction costs due to the delay in achieving Substantial Completion on this project. Therefore, HR Green recommends assessment of liquidated damages with respect to Substantial Completion of the project. Total liquidated damages shall be determined once the Work is fully complete with respect to the terms of the Contract.

Included with the Certificate of Substantial Completion is a list of remaining work items to complete (punchlist). HR Green will confirm completion of these items, and any additional work as shown in the contract documents found to be incomplete, prior to the recommendation of Final Acceptance and payment for the project.

Please execute and return the enclosed Certificate of Substantial Completion if approved by the City Council.

Sincerely,
HR GREEN, INC.

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

Michael Roth, P.E.
Project Manager

Enclosures

Cc: Marianne Wainwright, Paula Herold, Keith Brockhohn, Bryce Ricklefs, Boomerang Corp (via email)
Kerin Wright, City (via email)
Devin Cornish, City (via email)
Jim Oppelt, IDNR (via email)

J:\2016\160473.03\Construction\Project_Closeout\Closeout_Docs\ltr-20250723-Substantial_Completion_recommend-City.docx

Certificate of Substantial Completion

Project: Nevada Wastewater Treatment Facility Improvements – Phase 3

Owner: City of Nevada

Owner's Contract No.: 160473

Contract: Boomerang Corp

Engineer's Project No.: 160473.03

This Certificate of Substantial Completion applies to:

☒ All Work under the Contract Documents: The following specified portions of the Work:

05/6/2025

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared.

A list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities

☒ Not Amended

Owner's Amended Responsibilities: None

Contractor's Amended Responsibilities: None

The following documents are attached to and made part of this Certificate:

The attached punch list for the Nevada Wastewater Treatment Facility Improvements – Phase 3.


This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.



7/23/25

Executed by Engineer

Date



7/23/25

Accepted by Contractor

Date

Accepted by Owner

Date



July 3, 2025

Jordan Cook
City of Nevada
1209 6th Street
Nevada, Iowa

RE: Phase 3 Lift Station – Timeline of completion

Dear Mr. Cook:

Boomerang has reached substantial completion of the Phase 3 Lift Station. Per the Supplementary Conditions, “Substantial Completion” means “that the project improvements are complete to the point that they have been put back on-line with the complete automatic operation.”

To be considered substantially complete, the following portions of work must be operational and ready for Owner’s continuous use as intended:

- Mechanical screens and wash press **[completed 4/2/2025]**
- Pumps **[completed 4/2/2025]**
- Building with all ancillary systems **[completed 5/6/2025]**
- Yard piping and structures installed and tested **[completed 4/23/2025]**
- Electrical/mechanical/fire protection systems **[completed 5/6/2025]**
- Engine generators/switchgear **[completed 2/24/2025]**
- Instrumentation and controls **[completed 3/21/2025]**
- Arc Flash labels installed, and over-current devices set, if required **[completed 5/2/2025]**
- Grounding systems complete **[completed 4/8/2025]**

Per Supplementary Conditions of the Contract, SC-15.03 G.

We note the following dates as important:

- | | |
|-----------|---|
| 4/7/2025 | Bypass pumping starting, the lift station building was being utilized and functioning to move sewerage to the city’s main plant |
| 4/13/2025 | Alliant Energy “blip” |

To date, all repairs to the damaged screen room caused by the electrical “blip” have been completed, except the following items:



Interior Door – expected delivery and install 8/1/2025

Heating unit and installation of thermostats – expected delivery time 8/30/25

Note, there is a functioning door in place currently and the heating unit is not a need during these summer months.

Based on the Supplementary Conditions and the dates provided above, Boomerang attained “Substantial Completion” of this project on 5/6/2025. Therefore, the City of Nevada is fully responsible for the lift station as of that date.

We request that the City’s hired engineer, HR Green, give us a date for a walk through and a final punch list. Boomerang notes that because we have obtained Substantial Completion, going forward we will no longer carry a Builders Risk policy on the lift station. The City should take whatever steps they deem necessary to have the building insured.

Please let us know if you have questions or concerns.



Paula Herold | President



boomerang

a 13225 Circle Drive, PO Box 227 | Anamosa, IA 52205

p 319.462.4435 *f* 319-462.7817

CONTRACT NO.: 160473.03
 CONTRACT TITLE: Nevada Wastewater Treatment Facility Improvements - Phase 3
 GENERAL CONTRACTOR: Boomerang Corp.
 CM Firm: HR Green
 RE Name: Dan Soren

PUNCH LIST

Number	Date Listed	Description	Location	Responsibility	Date Complete by Contractor	Date CM Concurred	Inspector Initials	Comments / Status
1	7/21/2025	Touch up paint to generator enclosure louver repairs needed.	Generator	Boomerang				
2	7/21/2025	Hatch H1103-C needs cleaned and adjusted to close properly	Service Room	Boomerang				
3	7/21/2025	Hoist needs wiring completed	Service Room	Boomerang				
4	7/21/2025	Motorized damper MD-1187 was partially open. Adjust so it closed light when shut and fully open when commanded open.	Service Room	Boomerang				
5	7/21/2025	Complete hose bib insulation on north wall	Pumproom	Boomerang				
6	7/21/2025	Place threaded plug in ball valve in tapping saddle on pipe header that was placed for surge tank testing. Plug material shall be the same as the ball valve.	Pumproom	Boomerang				
7	7/21/2025	Verify leaks are fixed at wall/floor joint along north and west walls	Pumproom	Boomerang				
8	7/21/2025	Grease splatter coming from openings in lower pump motor support base when pump is in operation. Coordinate with Cornell for remedy.	Pumproom	Boomerang				
9	7/21/2025	Replace sump pump discharge ball check valves and isolation ball valves with specified swing check and gate valves per RH #88 or provide a credit for Owner's review for the alternate arrangement that was installed.	Pumproom	Boomerang				
10	7/21/2025	Install pump cables support brackets. Confirm with pump mfr/supplier that all cable connection components are present and correctly installed at each pump. Specifically, confirm correct orientation of motor cable connection for PMP-1112.	Pumproom	Boomerang				
11	7/21/2025	Provide engraved nameplates/labeling for SI 4 pilot lights at door 1101C. Use "Go" for green light & "No Go" for red light.	Pumproom	Boomerang				
12	7/21/2025	Provide corrected engraved nameplates for VFDs to match pumps served.	Pump Stair Enclosure	Boomerang				
13	7/21/2025	Replace door 1001B hardware and leaf due to flooding.	Electrical Room	Boomerang				
14	7/21/2025	Paint Potable water line in southwest corner	Lower Screenroom	Boomerang				
15	7/21/2025	Remove tape on ductwork	Upper/Lower Screen Room	Boomerang				
16	7/21/2025	Fill electrical conduit seal-offs. Coordinate with completion of "extra" electrical work by Owner.	Upper/Lower Screen Room	Boomerang				
17	7/21/2025	Remove pvc elbow on roof drain cleanout and replace with threaded cap, and paint as required.	Upper Screen Room	Boomerang				
18	7/21/2025							

Number	Date Listed	Description	Location	Responsibility	Date Complete by Contractor	Date CM Concurred	Inspector Initials	Comments / Status
19	7/21/2025	Investigate and repair leaks in screen room exterior double door 1003	Upper Screen Room	Boomerang				
20	7/21/2025	Correctly place and tighten hose clamps on water feed lines at screen room washer/compactor	Upper Screen Room	Boomerang				
21	7/21/2025	Washer/compactor manifold & stand has rust spots. Material is specified as stainless steel. Coordinate with manufacturer for remedy.	Upper Screen Room	Boomerang				
22	7/21/2025	Slide gate hand wheel SG-1120 set screw missing	Wetwell	Boomerang				
23	7/21/2025	Properly support level transmitter cables in Wetwell.	Wetwell	Boomerang				
24	7/21/2025	Install/paint blind flanges on plug valves.	By-Pass Vault	Boomerang				
25	7/21/2025	Condensing unit CU-1090 cabinet paint is scratched or chipped. Provide touchup paint.	Roof	Boomerang				
26	7/21/2025	Install stainless steel tamper resistant cover bolts and tighten bolts on fiber handhole FOH-1000, FOH-1001, and FOH-1002.	Site	Boomerang				
27	7/21/2025	Seeding has not achieved 70% establishment. Overseeding will be required during fall seeding period.	Site	Boomerang				
28	7/21/2025	Remove erosion control wattles once vegetation has achieved 70% establishment.	Site	Boomerang				
29	7/21/2025	Remove and clean all locations of remaining construction materials and debris.	All	Boomerang				
30	7/21/2025	Submit AIS documentation to HRG at completion of project.	NA	Boomerang				
31	7/21/2025	Submit as-built information to HRG at completion of project.	NA	Boomerang				
32	7/21/2025	Submit hard copies and electronic copies of final O&M manuals to City	NA	Boomerang				
33	7/21/2025	Submit specified spare parts to City	NA	Boomerang				

Item # 6Bb
Date: 7/28/25

Resolution No. 008 (2025/2026)
WWTF Phase 3 – Ext Warranty Agrmt
Page 1 of 2

RESOLUTION NO. 008 (2025/2026)

**A RESOLUTION APPROVING EXTENDED WARRANTY AGREEMENT BETWEEN
BOOMERANG CORP AND CITY OF NEVADA, IOWA,
FOR WWTF IMPROVEMENTS – PHASE 3 LIFT STATION**

WHEREAS, the City of Nevada, Iowa (City) contracted with Boomerang Corp (Boomerang) for the construction project known as "Nevada WWTF Improvements – Phase 3 Lift Station" (Project); and

WHEREAS, during the performance of the project, construction errors were made; and

WHEREAS, the project currently has a two-year warranty and Boomerang has agreed to provide an extended warranty of eight additional years for all repaired construction identified in the repair plans, see Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Iowa, that the City approved the extended warranty agreement and repair plans as outlined in Exhibit A. The Mayor and City Clerk are hereby authorized to execute the agreement and execute such other documents that are necessary on the City of Nevada's behalf.

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

Ryan Condon, Mayor

ATTEST:

Erin Mousel, Deputy City Clerk

Moved by Council Member ___, seconded by Council Member ___, that Resolution No. 008 (2025/2026) be adopted.

AYES: _____
NAYS: _____
ABSENT: _____

The Mayor declared Resolution No. 008 (2025/2026) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 008 (2025/2026) at the regular Council Meeting of the City of Nevada, Iowa, held on the 28th day of July, 2025.

ATTEST:

Erin Mousel, Deputy City Clerk

Extended Warranty

Boomerang Corp ("Boomerang" or "Contractor") and the City of Nevada (the "City" or "Owner") (collectively the "Parties") hereby enter into an Extended Warranty as follows:

1. The City contracted with Boomerang for the construction project known as "Nevada WWTF Improvements – Phase 3 Lift Station" (the "Project").
2. During performance of the Project, construction errors were made to concrete walls and a suspended slab of concrete.
3. With the City's approval, Boomerang hired Shuck-Britson to oversee, inspect, coordinate, and review the required repair work.
4. Shuck-Britson also prepared "repair plans" which detailed the scope of the repairs, which are attached hereto as Exhibit A.
5. As part of the agreement between the Parties to repair the work, the City required an extended warranty for the Project.
6. The Project currently has a two-year warranty.
7. Boomerang has agreed to provide an extended warranty of eight additional years ("Extended Warranty Period") for all repaired construction identified in the Shuck-Britson repair plans.
8. The extended warranty shall be performed as prescribed in Paragraph 15.08 of the Project's General Conditions, as modified below for purposes of this Extended Warranty, with the express understanding that the scope of work covered by this extended warranty is limited to the repair construction identified in Shuck-Britson's repair plans.

GC 15.08 Correction Period

A. If within the warranty or Extended Warranty Period, Owner gives Contractor written notice that any Work has been found to be defective, or the Contractor's repair of any damages to the Site of adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land and areas resulting from corrective measures.

- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect with 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owners may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement or work or others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. Items of equipment which were placed in continuous service before Substantial Completion of all the Work, shall be governed by the warranty and Extended Warranty Period in this agreement.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction of removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

SC-15.08 Add the following new Paragraph 15.08.G:

- G. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be the number of years set forth in SC-6.01.B.1; or if no such revision has been made in SC-6.01.B, then the correction period is hereby specified to be ten (10) years after Substantial Completion.

Boomerang Corporation

Signature: 

By: Paula Herold

Its: President

Date: 7/24/25

City of Nevada

Signature: _____

By: _____

Its: _____

Date: _____

Item # 6Ca
Date: 7/28/25



West Indian Creek (Project A)



Pay Application 2

To: Mayor and City Council
From: Kate Barnes, Lead Engineer
Date: July 22, 2025
Subject: Recommendation for Approval – Pay Application 2 from RW Excavating

HR Green has reviewed the pay application submitted by RW Excavating on July 21, 2025. Please see the attached Application and Certificate for Payment #2 for the City of Nevada, IA – West Indian Creek (Project A) Project with signatures and certification.

This item is scheduled for consideration and approval at the July 28, 2025 City Council meeting.

Please let us know if there are any questions regarding this recommendation.

A handwritten signature in black ink that reads 'Kate Barnes'.

Kate Barnes, Lead Engineer, P.E.
Iowa License #P26428

PAGE 1 OF 2

DISTRIBUTION TO:

1209 6th Street
Nevada, IA 50201

PERIOD TO: 7/21/25

ENGINEER:
CONTRACTOR:

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet AIA G703, is attached.

1. ORIGINAL CONTRACT SUM	\$666,012.00
2. Net change by Change Orders	\$0.00
3. CONTRACT SUM TO DATE.....	\$666,012.00
4. TOTAL COMPLETED & STORED TO DATE	\$370,237.60

6. TOTAL EARNED LESS RETAINAGE	\$359,130.47
(1 line 4 less line 5 Total)	

DATE: 7-22-25

AMOUNT CERTIFIED	\$133,507.75
------------------------	--------------

(Attach explanation if amount certified differs from the amount applied for)

By: *[Signature]* Date: 7-22-2025

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under this Contract.

MAYOR

Contractor's Monthly Payment Estimate

Owner: City of Nevada, IA
West Indian Creek (Project A)
Contractor: RW Excavating Solutions

Estimate No. 1 Date: 07/22/2025

Period Ending: 7/21/2025

NO.	ITEM	UNIT	QTY	C.O. CITY	TOTAL	UNIT PRICE	\$ AMOUNT	CONTRACT				WORK COMPLETED				RETAINAGE
								PREVIOUS QTY	PREVIOUS AMOUNT	THIS PERIOD QTY	THIS PERIOD AMOUNT	QTY COMPLETED TO DATE	AMOUNT TO DATE	QTY COMPLETED TO DATE	AMOUNT TO DATE	
1.	TEMPORARY TRAFFIC CONTROL	LS	1		1	\$ 4,500.00	\$ 4,500.00	0.00	\$ 1,350.00	0.25	\$ 6,250.00	0.30	\$ 1,350.00	0.30	\$ 1,350.00	\$ 40.50
2.	TEMPORARY TRAFFIC CONTROL	LS	1		1	\$ 25,000.00	\$ 25,000.00	0.00	\$ 12,500.00			0.75	\$ 18,750.00	0.75	\$ 18,750.00	\$ 562.50
3.	TOPSOIL, ON-SITE, 6 INCH DEPTH (STRIP, SALVAGE, AND RESPREAD)	CY	4,306		4,306	\$ 6.50	\$ 27,989.00	0.00	\$ -			0.00	\$ -	0.00	\$ -	\$ -
4.	EXCAVATION, CLASS 10 HAUL OFF-SITE	CY	350		350	\$ 15.00	\$ 5,250.00	0.00	\$ -			0.00	\$ -	0.00	\$ -	\$ -
5.	EXCAVATION, CLASS 10 RESPREAD OFF-SITE	CY	3,423		3,423	\$ 11.00	\$ 37,653.00	0.00	\$ -			0.00	\$ -	0.00	\$ -	\$ -
6.	EXCAVATION, CLASS 10 REUSE ON-SITE	CY	8,715		8,715	\$ 5.00	\$ 43,575.00	4,706.00	\$ 23,530.00			4,706.00	\$ 23,530.00		\$ 23,530.00	\$ 705.90
7.	REMOVAL OF SHARED USE PATH	SY	60		60	\$ 20.00	\$ 1,200.00	0.00	\$ -			0.00	\$ -	0.00	\$ -	\$ -
8.	SHARED USE PATH REPLACEMENT, MATCH EXISTING HMA	SY	60		60	\$ 60.00	\$ 3,600.00	0.00	\$ -			0.00	\$ -	0.00	\$ -	\$ -
9.	PERMANENT CONVENTIONAL SEEDING, FERTILIZING, AND MULCH (SUDAS TYPE 1)	AC	0.3		0	\$ 7,000.00	\$ 2,100.00	0.00	\$ -	0.20	\$ 1,400.00	0.20	\$ 1,400.00		\$ 1,400.00	\$ 42.00
10.	TEMPORARY HYDRAULIC SEEDING AND MBFM (SUDAS TYPE 4)	AC	5.3		5	\$ 7,000.00	\$ 37,100.00	0.00	\$ -			0.00	\$ -	0.00	\$ -	\$ -
11.	FERTILIZING, AND MBFM (SUDAS NATIVE CRASS)	AC	5		5	\$ 7,000.00	\$ 35,000.00	0.00	\$ -	0.40	\$ 2,800.00	0.40	\$ 2,800.00		\$ 2,800.00	\$ 84.00
12.	WARRANTY, 3 YEAR ESTABLISHMENT AND MAINTENANCE	LS	1		1	\$ 3,000.00	\$ 3,000.00	0.00	\$ -			0.00	\$ -	0.00	\$ -	\$ -
13.	SWPPP PREPARATION	LS	1		1	\$ 3,500.00	\$ 3,500.00	1.00	\$ 3,500.00			1.00	\$ 3,500.00		\$ 3,500.00	\$ 105.00
14.	SWPPP MANAGEMENT	LS	1		1	\$ 7,500.00	\$ 7,500.00	0.30	\$ 2,250.00			0.30	\$ 2,250.00		\$ 2,250.00	\$ 67.50
15.	RECIP. TYPE 3B, NATURAL FIBER ONLY	SY	15,300		15,300	\$ 2.25	\$ 34,425.00	0.00	\$ -			0.00	\$ -	0.00	\$ -	\$ -
16.	WATTLE, NATURAL FIBER ONLY, 9-INCH	LF	8,700		8,700	\$ 2.75	\$ 23,925.00	0.00	\$ -			0.00	\$ -	0.00	\$ -	\$ -
17.	WATTLE, REMOVAL	LF	8,700		8,700	\$ 0.50	\$ 4,350.00	0.00	\$ -			0.00	\$ -	0.00	\$ -	\$ -
18.	RIP RAP, CLASS B (RIFLES)	TON	44		44	\$ 70.00	\$ 3,080.00	41.78	\$ 2,924.60			41.78	\$ 2,924.60		\$ 2,924.60	\$ 87.74
19.	RIP RAP, CLASS E (RIFLES), OUTFALL PROTECTION, AND TOE ROCK	TON	4,468		4,468	\$ 70.00	\$ 312,760.00	2,494.90	\$ 170,443.00	1,497.00	\$ 104,790.00	3,991.90	\$ 275,233.00		\$ 275,233.00	\$ 8,256.99
20.	STABILIZED CONSTRUCTION ENTRANCE	SY	367		367	\$ 15.00	\$ 5,505.00	0.00	\$ -			0.00	\$ -	0.00	\$ -	\$ -
21.	REMOVAL OF EXISTING CROSSING	EA	1		1	\$ 3,000.00	\$ 3,000.00	0.00	\$ -			0.00	\$ -	0.00	\$ -	\$ -
22.	MOBILIZATION	LS	1		1	\$ 35,000.00	\$ 35,000.00	0.50	\$ 17,500.00	0.50	\$ 17,500.00	1.00	\$ 35,000.00		\$ 35,000.00	\$ 1,050.00
23.	CONSTRUCTION SURVEY	LS	1		1	\$ 7,000.00	\$ 7,000.00	0.50	\$ 3,500.00			0.50	\$ 3,500.00		\$ 3,500.00	\$ 105.00
	TOTAL						\$ 666,012.00		\$ 237,497.60				\$ 327,400.00		\$ 327,400.00	\$ 111,107.13



West Indian Creek (Project A)



Change Order 1

To: Mayor and City Council
From: Kate Barnes, Lead Engineer
Date: July 22, 2025
Subject: Recommendation for Approval – Change Order 1 from RW Excavating

HR Green has reviewed the change order submitted by RW Excavating on July 21, 2025. It is our recommendation that the change order be approved by council for changes to the project requested by the City and the SRF Technical Reviewer at bi-weekly construction progress meetings.

The following describes the needed changes:

- Additional 0.1 Acres of Native Seeding to adjust the seeding at the Sykes property
- Removal of Type 3B RECP and replace with Type 4 (plus the additional Sykes property area) for better seed establishment
- Additional Riprap for the requested changes at the Sykes property and for site conditions.

	Contract Amount	Change in Running Total	Running Total
Original Contract	\$666,012.00	N/A	\$666,012.00
Change Order 1	\$666,012.00	\$31,431	\$697,443.00

Please see the attached Change Order Request.

This item is scheduled for consideration and approval at the July 28, 2025 City Council meeting.

Please let us know if there are any questions regarding this recommendation.

A handwritten signature in black ink that reads 'Kate Barnes'.

Kate Barnes, Lead Engineer, P.E.
Iowa License #P26428

Effective Date: 05-28-2025

Date of Issuance: 07-21-2025
 Owner: City of Nevada
 Contractor: RW Excavating Solutions, LC
 Engineer: HR Green
 Project: West Indian Creek (Project A)

The Contract is modified as follows upon execution of this Change Order: 1

Description:

Deduction of Item 15 RECP, TYPE 3B, NATURAL FIBER ONLY
 Addition of RECP Type 4 (SUDAS)
 Additional Permanent Hydraulic seeding, fertilizing, and mulch (SUDAS Native Grasses)
 Additional Rip Rap Class E

Bid Item	ITEM DESCRIPTION	BID QUANTITY	NEW QUANTITY	UNIT	ADDED / SUBTRACTED QUANTITY	UNIT PRICE	NET CHANGE IN CONTRACT PRICE
11	PERMANENT HYDRAULIC SEEDING, FERTILIZING, AND MBFM (SUDAS NATIVE GRASSES)	5.00	5.10	AC	0.10	\$7,000.00	\$700.00
15	RECP, TYPE 3B, NATURAL FIBER ONLY	15,300.00	-	SY	(15,300.00)	\$2.25	-\$34,425.00
19	RIP RAP CLASS E (RUFFLES, OUTFALL PROTECTION, AND TOE ROCK)	4,468.00	4,616.00	TN	148.00	\$70.00	\$10,360.00
CO1a	RECP Type 4 (SUDAS)	-	15,656.00	SY	15,656.00	\$3.50	\$54,796.00
						Net Change =	\$31,431.00

Original Contract Amount	\$666,012.00
Net Change by previously authorized Change Orders	\$0.00
Contract Sum prior to this Change Order	\$666,012.00
New Contract Sum Including this Change Order	\$697,443.00
Contact time will change by days	0

By: <u>HR Green</u>	RECOMMENDED:	By: <u>Admin Manager</u>	ACCEPTED:
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: Project Engineer	Title: Admin Manager		
Date: 7/22/2025	Date: 7-22-25		



Harrington Park Vegetation Establishment

(Project D)



Pay Application 1

To: Mayor and City Council
From: Kate Barnes, Lead Engineer
Date: July 22, 2025
Subject: Recommendation for Approval – Pay Application 1 from TK Grading & Seeding LLC

HR Green has reviewed the pay application submitted by TK Grading and Seeding LLC on July 21, 2025. Please see the attached Application and Certificate for Payment #1 for the City of Nevada, IA – Harrington Park Vegetation Establishment (Project D) Project with signatures and certification.

This item is scheduled for consideration and approval at the July 28, 2025 City Council meeting.

Please let us know if there are any questions regarding this recommendation.

A handwritten signature in black ink that reads 'Kate Barnes'.

Kate Barnes, Lead Engineer, P.E.
Iowa License #P26428

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2

TO OWNER

City of Nevada, IA
1209 6th Street
Nevada, IA 50201

PROJECT:

Harrington Park Vegetation Establishment
Project D

APPLICATION NO:

1

DISTRIBUTION TO:

OWNER
ENGINEER
CONTRACTOR

PERIOD TO:

7/18/25

FROM CONTRACTOR:

TK Grading & Seeding LLC
PO Box 333
Maxwell, IA 50161

Engineer:

H.R. Green, Inc.
5525 Merle Hay Rd Ste 200
Johnston, IA 50131

PROJECT NO:

191900

CONTRACT DATE:

5/27/2025

CONTRACT FOR: Infrastructure Reconstruction

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA G703, is attached.

CHANGE ORDER SUMMARY		TOTAL	ADDITIONS	DEDUCTIONS
CHANGE ORDERS APPROVED IN PREVIOUS MONTHS BY OWNER				
APPROVED THIS MONTH			\$0.00	\$0.00
NUMBER	DATE APPROVED			
TOTALS			\$0.00	\$0.00
Net change by Change Orders				\$0.00

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

CONTRACTOR: TK Grading & Seeding LLC

BY: *TKG* DATE: 7-22-25

1. ORIGINAL CONTRACT SUM	\$14,450.00
2. Net change by Change Orders	\$0.00
3. CONTRACT SUM TO DATE	\$14,450.00
4. TOTAL COMPLETED & STORED TO DATE	\$8,150.00
(Column G on G703)	

5. RETAINAGE:

- a. 3% of completed work \$244.50
(Column D + E on G703)
- b. 5% of stored material \$0.00
(Column F on G703)

6. TOTAL EARNED LESS RETAINAGE	\$7,905.50
(Line 4 less Line 5 Total)	

7. LESS PREVIOUS CERTIFICATES FOR

PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, PLUS RETAINAGE

(Line 3 less Line 6)

CERTIFICATE FOR PAYMENT

AMOUNT CERTIFIED \$7,905.50
(Attach explanation if amount certified differs from the amount applied for)

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

By: *TKG*

Date: 7-22-2025

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under this Contract.

MAYOR

Contractor's Monthly Payment Estimate

Owner: City of Nevada, IA
Harrington Park Vegetation Establishment (Project D)
Contractor: TK Grading & Seeding LLC

Estimate No. 1 Date: 07/22/2025

Period Ending: 7/18/2025

CONTRACT										WORK COMPLETED				
NO.	ITEM	UNIT	QTY	C.O. QTY	TOTAL	UNIT PRICE	\$ AMOUNT	PREVIOUS QTY	PREVIOUS \$ AMOUNT	THIS PERIOD QTY	\$ AMOUNT	QTY COMPLETED TO DATE	\$ AMOUNT TO DATE	RETAINAGE
1.	MOBILIZATION	LS	1		1	\$ 1,000.00	\$ 1,000.00	0.00	\$ -	1.00	\$ 1,000.00	1.00	\$ 1,000.00	\$ 30.00
2.	SEEDING AND MULCHING, IOWA STORMWATER MANAGEMENT MANUAL MIX #6	AC	2.6		2.6	\$ 2,750.00	\$ 7,150.00	0.00	\$ -	2.60	\$ 7,150.00	2.60	\$ 7,150.00	\$ 214.50
3.	SEEDING AND MULCHING, IOWA STORMWATER MANAGEMENT MANUAL MIX #9	AC	1.2		1.2	\$ 2,750.00	\$ 3,300.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
4.	WARRANTY, 3 YEAR ESTABLISHMENT AND MAINTENANCE	LS	1		1	\$ 3,000.00	\$ 3,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
	TOTAL						\$ 14,450.00		\$ -		\$ 8,150.00		\$ 8,150.00	\$ 244.50

100.00%

100.00%

0.00%

0.00%

RESOLUTION NO. 009 (2025/2026)

**A RESOLUTION APPROVING AGREEMENT BETWEEN CITY OF NEVADA, IOWA AND
MID IOWA PLANNING ALLIANCE FOR PROFESSIONAL SERVICES**

WHEREAS, the City of Nevada, Iowa (Grantee) desires to enter into an agreement with Mid Iowa Planning Alliance (MIPA); and

WHEREAS, MIPA intends to provide comprehensive administrative management services for the Grantee's Community Development Block Grant Downtown Façade Project, per Attachment B; and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Nevada, Iowa, approves Mid-Iowa Planning Alliance (MIPA), to provide comprehensive grant administration services, not to exceed \$30,000.00, for the administrative management services for the Community Development Block Grant Downtown Façade Project, per Attachment B. The City Administrator and Mayor are authorized to execute the agreement on behalf of the City.

Passed this 28th day of July, 2025.

Ryan Condon, Mayor

Attest:

Erin Mousel, Deputy City Clerk

Motion by Council Member ___, seconded by Council Member ___, that Resolution No. 009 (2025/2026) be adopted.

Ayes: _____

Nays: _____

Absent: _____

The Mayor declared Resolution No. 009 (2025/2026) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 009 (2025/2026) at the regular Council Meeting of the City of Nevada, Iowa, held on the 28th day of July, 2025.

Erin Mousel, Deputy City Clerk

F:\OFFICE\COUNCIL\RESOLUTIONS\2025-2026\009-CDBG ADMIN SERVICES - MIPA.DOC

**AGREEMENT BETWEEN
NEVADA, IOWA AND
MID IOWA PLANNING ALLIANCE
FOR
PROFESSIONAL SERVICES**

This is AN AGREEMENT made as of the 21st day of July 2025 by and between Nevada, Iowa, hereinafter called the "Grantee", and the Mid Iowa Planning Alliance, hereinafter called the "Administrator".

Administrator intends to provide comprehensive administrative management services for the Grantee's Community Development Block Grant - **funded by the Iowa Economic Development Authority's Community Development Block Grant Program**, hereinafter called the "Project". Grantee and Administrator in consideration of mutual covenants herein agree in respect of the performance of professional administrative services by the Administrator and the payment for those services by Grantee, as set forth below.

Administrator intends to provide comprehensive administrative management services for the Project.

SECTION I - TERMS AND CONDITIONS

1.1 It is agreed between the parties hereto that the Grantee hereby retains and employs the Administrator to perform all grant administration/management and planning services associated with the Project, subject to the terms and conditions stated below.

SECTION II- PERSONNEL

2.1 The administrator represents that they have, or will provide all necessary personnel to perform the services provided under this contract.

SECTION III - SCOPE OF SERVICES

3.1 The Administrator shall perform all mutually agreed upon and necessary services required to carry-out grant administration/management and planning as set forth in the following Scope of Services:

3.2 General Provisions

- 3.21 Assure understanding of terms and conditions of the Iowa Economic Development Authority Grant Agreement.
- 3.22 Identify applicable federal and state laws and regulations.
- 3.23 Assist in complying with federal and state requirements.
- 3.24 Assist in preparing documents, notices and certifications necessary to receive grant funds.

3.3 Environmental Review as required

- 3.31 Assist in determining the need for an Environmental Assessment.
- 3.32 Prepare an Environmental Assessment.
- 3.33 Assist and prepare other necessary applicable compliance material related to other laws and regulations i.e., historic preservation and flood plain management.
- 3.34 Prepare for publication the Finding of No Significant Impact Notice.
- 3.35 Prepare for publication a Notice of Intent for Request for Release of Funds.
- 3.36 Assist in submitting Request for Release of Funds and Certifications.
- 3.37 Prepare, maintain and update the Environmental Review Record.

3.4 Financial Management

- 3.41 Assist in establishing and maintaining a financial management system.
- 3.42 Assist in preparing required financial management and accounting documents.
- 3.43 Assist in assuring compliance with federal and state internal control and accountability procedures.

3.5 Project Files and Record Retention

- 3.51 Establish and maintain project files and record retention system.
- 3.52 Assist in assuring compliance with federal and state project file and record retention procedures.

3.6 Program Implementation

- 3.61 Assist in preparing proposal to obtain professional services.
- 3.62 Assist in coordinating professional and contractor activities during conduct of project.
- 3.63 Monitor and evaluate project progress so as to facilitate compliance with applicable federal and state laws and regulations.
- 3.64 Attend meetings of the Grantee governing body(ies), as needed.
- 3.65 Represent the Grantee at meetings and with other parties or interests, as required.

3.7 Financial Management

- 3.71 Monitor project files and associated records regularly.
- 3.72 Assist in reviewing and monitoring project-related transactions and records for compliance purposes.
- 3.73 Assist with drawdown procedures including preparation of drawdown requests and disbursements of project funds.
- 3.74 Assist in preparing monthly expenditure reports.

3.8 Project Implementation and Monitoring

- 3.81 Monitor project files and associated records regularly.
- 3.82 Assist in executing amendments or modifications to the program schedule or project activities.
- 3.83 Assist in meeting with IEDA personnel during on-site monitoring visits.

- 3.84 Assist in resolving monitoring findings, as needed.

3.9 Public Improvement Activities

- 3.91 Provide technical assistance in fulfilling federal and state requirements associated with public improvement activities.
- 3.92 Assist in monitoring professional service providers, contractors and sub-contractors for compliance with labor standards, equal opportunity provisions, and other applicable laws and regulations.

3.10 Program Close-Out

- 3.101 Assist in preparing and submitting a Grantee Performance Report.
- 3.102 Assist in securing the services of a qualified auditor to perform final program audit.
- 3.103 Providing information to establish compliance with applicable regulations.
- 3.104 Assist in preparing and submitting information to secure an IDEA Certificate of Completion.

3.11 Project Financial Management

- 3.111 Assist in determining status of all financial transactions.
- 3.112 Assist in providing information to auditor to establish compliance with financial requirements.
- 3.113 Assist in closing out all financial documents and reports.

3.12 Project Files and Record Retention

- 3.121 Assist in completing and compiling all file information for audit purposes.
- 3.122 Assist in closing out all project files and associated records.

3.13 Project Application to IEDA

- 3.131 Assist in identifying property owners to participate in the project application.
- 3.132 Engage potential application participants and provide all necessary program information to educate property owners on CDBG requirements. Lead at least one stakeholder meeting to provide needed information to all parties.
- 3.133 Collaborate with the City, the architect, and all other stakeholders to ensure the submittal of a completed application to IEDA.
- 3.134 Project Application services are being provided to the Grantee as part of their membership in MIPA and are not being charged as part of this contract. However these items were included to ensure a complete application is submitted.

SECTION IV - BASIC SERVICE

- 4.1 The Administrator's fee for services enumerated under subsections 3.2 through 3.13 of Section III for the activities shall be an hourly cost-for-work basis performed not to exceed \$30,000.00. This fee includes all normal expense and is based upon proceeding with the Projects, substantially unchanged in scope and character after initial authorization by the Grantee to proceed with the work.

4.2 It is further understood and agreed by both parties, that the payment of fees shall be as follows:

- Initial Payment - \$3,000.00 at the time of Release of Funds
- Progress Payment - \$3,000.00 every three (3) months after the Release of Funds
- Final Payment – Balance of contract upon project completion.

4.3 Additional Services - Any service required by the CDBG Program or requested by the Grantee, and not otherwise provided herein, shall be performed and compensated for as agreed between the parties. The Grantee shall compensate the Administrator for additional services provided under Section III subsections 3.2 through 3.12 on the basis of an hourly payroll cost and shall be thereafter adjusted to reflect actual audited expenditures.

4.4 Time of Performance - The services of the Administrator shall commence upon the effective date of this contract, and shall be completed by upon the expiration of the contract with the Iowa Economic Development Authority.

SECTION V

5.0 Termination of Contract for Cause - If , through any cause, the Administrator shall fail to fulfill in timely and proper manner his obligations under this Contract or if the Administrator shall violate any of the covenants, agreement, or stipulations of this Contract, the Grantee shall there upon have the right to terminate this Contract by giving written notice to the Administrator of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Administrator under this Contract shall, at the option of the Grantee, become its property and the Administrator shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Administrator shall not be relieved of liability to the Grantee for damages sustained by the Grantee by virtue of any breach of the Contract by the Administrator, and the Grantee may withhold payments to the Administrator for the purpose of set-off until such time as the exact amount of damages due the Grantee from the Administrator is determined.

5.1 Termination for Convenience of the Grantee - The Grantee may terminate this Contract at any time by giving at least ten (10) days' notice in writing to the Administrator. If the Administrator is terminated by the Grantee as provided herein, the Administrator will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Administrator, Paragraph I hereof relative to termination shall apply.

5.2 Changes - The Grantee, may from time to time, request changes in the scope of services of the Administrator to be provided hereunder. Such changes, including any increase or

decrease in the amount of the Administrator's compensation, which are mutually agreed upon by and between the Grantee and the Administrator, shall be incorporated in written amendments to this Contract.

- 5.3 Assignability - The Administrator shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Grantee thereto; provided, however, that claims for money by the Administrator from the Grantee under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Grantee.
- 5.4 Reports and Information - The Administrator, at such times and in such forms as the Grantee may require, shall furnish the Grantee such periodic reports as it may request pertaining to work or service undertaken pursuant to this Contract, the costs and obligations, incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
- 5.5 Records and Audits - Both parties must maintain their records, including supporting documentation, for three years from closeout of the grant to the state of Iowa. At any time during normal business hours and as frequently as is deemed necessary, both parties shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.
- 5.6 Findings Confidential - All of the reports, information, data, etc., prepared or assembled by the Administrator under this Contract are confidential and the Administrator agrees that they shall not be made available to any individual or organization without the prior written approval of the Grantee.
- 5.7 Copyright - No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Administrator.
- 5.8 Compliance with Local Laws - The Administrator shall comply with all applicable laws, ordinances and codes of the state and local governments, and the Administrator shall save the Grantee harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Administrator.
- 5.9 Equal Employment Opportunity - During the performance of this Contract the Administrator agrees as follows:
- a. The Administrator will not discriminate against any employee or applicant for employment because of race, creed, sex, color, familial status, sexual orientation or national origin. The Administrator will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, familial status, sexual orientation or national origin. Such action shall include, but not be

limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Administrator agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Grantee setting forth the provisions of this non-discriminatory clause.

- b. The Administrator will, in all solicitations or advertisements for employees placed by or on behalf of the Administrator, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation or national origin.
- c. The Administrator will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d. The Administrator will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The Administrator will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Grantee's Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the Administrator's noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this agreement may be cancelled, terminated or suspended in whole or in part and the Administrator may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Administrator will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Administrator will take such action with respect to any subcontract or purchase order as the Grantee's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Administrator becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Grantee's Department of Housing and Community Development, the Administrator may request the United States to enter into such litigation to protect the interests of the United States.

5.10 Civil Rights Acts – The following Civil Rights provisions shall apply:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352). States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
- b. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.

c. Federal Executive Order 11063, as amended by Executive Order 12259 Equal Opportunity Housing

d. Iowa Civil Rights Act of 1965. This Act mirrors the Federal Civil Rights Act.

e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.) Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.

f. Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794). Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.

g. Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213) Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

h. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).

i. Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

j. Title VIII of the Civil Rights Act of 1968, as amended.

k. Federal Executive Order 11246, as amended.

5.11 Section 109 of the Housing and Community Development Act of 1974 - Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309). No person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act

5.12 "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

a. 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.

b. 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.

- c. 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.
- d. The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.
- e. The contractor agrees to employ, to the greatest extent feasible, Section 3 workers or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical Section 3 Worker hours goals, despite its efforts to comply with the provisions of this clause.
- f. The contractor agrees to maintain records documenting Section 3 Workers 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.
- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. 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.
- l. Section 3 Business Concerns are encouraged to respond to this proposal. A Section 3 Business Concern is one that satisfies one of the following requirements:
 - 1. It is at least 51 percent owned and controlled by low- or very low-income persons;

- 2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers*; or
- 3. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.....

* A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

- 1. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;
- 2. The worker is employed by a Section 3 business concern; or
- 3. The worker is a YouthBuild participant.

5.13 Interest of Members of the Grantee - No member of the governing body of the Grantee and no other officer, employee, or agent of the Grantee who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Administrator shall take appropriate steps to assure compliance.

5.14 Interest of Other Local Public Officials - No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Administrator shall take appropriate steps to ensure compliance.

5.15 Interest of Administrator and Employees - The Administrator covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Administrator further covenants that in the performance of this Contract, no person having any such interest shall be employed.

5.16 Lobbying

The Recipient certifies, to the best of his or her knowledge and belief, that:

- a. 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. 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.

- c. 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.

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

5.17 Civil Rights – The following Civil Rights provisions shall apply:

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, familial status, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the contractor's non-compliance with the nondiscrimination clause

of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The contractor will include the provisions of Paragraphs (I) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

5.18 Contract in excess of \$10,000 shall contain the following provisions

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- d. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

5.19 Clean Air and Water Act

The following provisions shall apply:

- a. Section 306 of the Clean Air Act (42 U.S.C. 1857(h))
- b. Section 508 of the Clean Water Act (33 U.S.C. 1368)
- c. Executive Order 11738
- d. Clean Air and Water Acts – required clauses:

This clause is required in all third-party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et. Seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended

- e. During the performance of this contract, the CONTRACTOR agrees as follows:

- The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

5.20 Access and Maintenance of Records

The Administrator will maintain records, including supporting documentation, for the greater of three years after the date the Grantee is notified that the State CDBG contract has been closed with HUD.

At any time during normal business hours and as frequently as is deemed necessary, the Administrator shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

5.21 Build America, Buy America Requirements

The Administrator 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 Financial 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.

5.22 Lead-Safe Housing Regulations (as applicable)

The Administrator will comply with 24 CFR Part 35 et. al. Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential

Properties and Housing Receiving Federal Assistance, Final Rule.

5.23 Recycled Materials

The Administrator agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content which states:

When appropriate, specifications shall include requirements for the use of recovered materials and products.

The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product.

5.24 All Construction Contracts in Excess of \$2,000

Federal Labor Standards

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the text of the Federal Labor Standards Provisions, including:

- Davis-Bacon and Related Acts
- Contract Work Hours and Safety Standard Act
- Copeland Anti-kickback Act

5.25 Termination Clause

The Administrator agrees that their contract contains a Termination Clause that specifies the following:

- *Under what conditions the clause may be imposed.*
- *The form the termination notice must take (e.g., certified letter).*
- *The time frame required between the notice of termination and its effective date.*
- *The method used to compute the final payment(s) to the contractor.*

Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting

The Administrator must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

SECTION V

The effective date of this Agreement is July 21, 2025 or as established by the Iowa Economic Development Authority. Services will begin with the execution of the contract between the City of Nevada and the Iowa Economic Development Authority. Services will conclude upon expiration of the Iowa Economic Development Authority contract.

Dated:

City of Nevada, Iowa

July 1, 2025

Ryan Condon, Mayor

Dated:

Mid Iowa Planning Alliance

July 1, 2025

Andrew Collings, Executive Director

ORDINANCE NO. 1069 (2025/2026)

**AN ORDINANCE AMENDING CHAPTER 69 (PARKING REGULATIONS)
OF THE CITY CODE BY ADDING LANGUAGE PERTAINING TO PARKING ZONES, ALL NIGHT PARKING,
AND TRUCK AND BOAT PARKING**

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

SECTION 1. SECTION MODIFIED. Chapter 69 (Parking Regulations), Section 69.08 (No Parking Zones), Section 69.10 (All Night Parking Prohibited), and Section 69.11 (Truck and Boat Parking Limited) is hereby amended by adding:

69.08 – NO PARKING ZONES

No one shall stop, stand or park a vehicle in any of the following specifically designated no parking zones except when necessary to avoid conflict with other traffic or in compliance with the direction of a peace officer or traffic control signal.

(Code of Iowa, Sec. 321.236 [1])

1. All of S-14 (County Road), from Lincoln Highway to the north City limit.
2. All of First (1st) Street from I Avenue to Lincoln Highway (except during fair time).
3. All of I Avenue from S-14 (County Road) to First (1st) Street, except on the north side of I Avenue from the west line of First (1st) Street, 195 feet west.
4. All of S-14 (County Road), from I Avenue to the south City limit.
5. All of Maple Street from S-14 (County Road) to the west line of Gaslite Third Addition.
6. The east side of West First (1st) Street from Lincoln Highway to M Avenue.
7. The west side of First (1st) Street from H Avenue to I Avenue.
8. The west side of Second (2nd) Street from Lincoln Highway to the south line of N Avenue.

(Ord. 953 – Jul. 10 Supp.)

9. All of Fifth (5th) Street from F Avenue to G Avenue.
10. All of Fifth (5th) Street from G Avenue to I Avenue.
11. The west side of Fifth (5th) Street from I Avenue to J Avenue (Sunday parking only).
12. The east side of Fifth (5th) Street from Lincoln Highway to N Avenue (funeral parking only).
13. All of Sixth (6th) Street from US Highway 30 to I Avenue.

(Ord. 939 - Jan. 09 Supp.)

14. The west side of Sixth (6th) Street from the Union Pacific Railroad right-of-way to R Avenue.
15. The east side of Seventh (7th) Street from E Avenue to J Avenue.
16. The west side of Seventh (7th) Street from Lincoln Highway to N Avenue.
17. The west side of Eighth (8th) Street from the West Indian Creek bridge to N Avenue.
- 17A. The east side of Eighth (8th) Street from the Union Pacific Railroad south tracks right-of-way to E Avenue.

(Ord. 939 - Jan. 09 Supp.)

18. The west side of Ninth (9th) Street from E Avenue to N Avenue.
19. The west side of Tenth (10th) Street from E Avenue to T Avenue West.
- 19A. The east side of Tenth (10th) Street from E Avenue to F Avenue (northbound).

(Ord. 941 - Jan. 09 Supp.)

- 19B. The east side of Tenth (10th) Street from H Avenue (east) intersection to 110 feet south of the intersection.

(Ord. 944 - Jul. 09 Supp.)

20. The east side of Tenth (10th) Street from H Avenue (east) to J Avenue.
21. All of Eleventh (11th) Street and South Eleventh (11th) Street from the Union Pacific Railroad south track right-of-way to the south City limits.

(Ord. 939 - Jan. 09 Supp.)

22. The east side of Eleventh (11th) Street from the Union Pacific Railroad south track right-of-way to the north line of G Avenue.

(Ord. 939 - Jan. 09 Supp.)

23. The west side of Twelfth (12th) Street from K Avenue to the Union Pacific Railroad right-of-way.
24. All of Thirteenth (13th) Street from M Avenue to N Avenue.

24A. East side of West 18th Street north of Highway 30 and south of Lincoln Highway.

(Ord. 944 - Jul. 09 Supp.)

25. The south side of T Avenue from Eighth (8th) Street to Eleventh (11th) Street.
26. The north side of R Avenue from First (1st) Street to Tenth (10th) Street.
27. The south side of N Avenue from Story County Road S-14 to Fifth (5th) Street.
28. All of N Avenue from Fifth (5th) Street to Seventh (7th) Street.
29. The north side of N Avenue from Seventh (7th) Street to Fifteenth (15th) Street.
30. The north side of M Avenue from Sixth (6th) Street to Fifth (5th) Street.
31. The south side of M Avenue from Eighth (8th) Street to Ninth (9th) Street.
32. The south side of M Avenue from Tenth (10th) Street to Twelfth (12th) Street.
33. All of Lincoln Highway from the west City limit to the east City limit.
34. The north side of K Avenue from Fourth (4th) Street to the alley east.
35. The north side of K Avenue from Fifth (5th) Street to the alley west shall be restricted to ten-minute parking only.
36. The south side of K Avenue from Fifth (5th) Street to the alley west shall be restricted to momentary parking while depositing mail only.
37. All of K Avenue from 50 feet east and west of the alley between Eleventh (11th) Street and Twelfth (12th) Street.
38. The south side of I Avenue from 195 feet west of First (1st) Street to Sixth (6th) Street.
- 38A. The north side of I Avenue from Fifth (5th) Street west to the alley.

(Ord. 944 - Jul. 09 Supp.)

39. All of I Avenue from Sixth (6th) Street to Seventh (7th) Street.
40. The south side of I Avenue from Seventh (7th) Street to Tenth (10th) Street.
41. The south side of H Avenue from Tenth (10th) Street to Thirteenth (13th) Street.
42. The north side of H Avenue from Tenth (10th) Street to Nineteenth (19th) Street.
43. The north side of H Avenue from First (1st) Street to Second (2nd) Street.
44. All of E Avenue from County Road S-14 to and including 275 feet east of the center of the highway bridge over West Indian Creek.
45. The north side of E Avenue starting at a point 275 feet east of the center of the highway bridge over West Indian Creek, and ending at Eleventh (11th) Street.
46. The north side of C Avenue from Eighth (8th) Street to Eleventh (11th) Street.
47. The east side of Third (3rd) Street from Lincoln Highway to N Avenue.
48. The west side of Fifth (5th) Street from G Avenue to the east-west alley south of E Avenue.
49. All of Sixth (6th) Street from I Avenue to U.S. Highway No. 30.
50. All of south 50 feet of Lynn Drive.
51. All of Fifteenth (15th) Street from H Avenue to Lincoln Highway except for diagonal parking where marked from H Avenue to J Avenue on Fifteenth (15th) Street.
52. The south side of J Avenue from the alley between Eighth (8th) and Ninth (9th) Streets to the intersection of Tenth (10th) and J Avenue.
53. The north side of M Avenue from Sixth (6th) Street to Seventh (7th) Street.
54. The west side of Seventh (7th) Street beginning at a point 76 feet and ending at a point 86 feet south of the north property line of Block 13, Original Town of Nevada, Iowa, locally known as the entrance to the United Methodist Church.
55. The north side of Maple Avenue east from the west line of Gaslite Third Addition.
56. All of South G Avenue.
57. All of Fawcett Parkway between Nineteenth (19th) Street and South B Avenue.
58. All of Osage Drive.
59. The north side of Cherokee Street from Osage Drive to the centerline of Apache Street.
60. The south side of Apache Street from Osage Drive to Cherokee Street.
61. The west side of Fifteenth (15th) Street from the intersection with H Avenue to a point 100 feet south as measured along the centerline of Fifteenth (15th) Street from the intersection of the centerlines of Fifteenth (15th) Street and H Avenue.
62. The east side of Fifteenth (15th) Street from the intersection with H Avenue to a point 68 feet south as measured along the centerline of Fifteenth (15th) Street from the intersection of the centerlines of Fifteenth (15th) Street and H Avenue.

63. The east side of Second (2nd) Street from Lincoln Highway south 155 feet from centerline of Lincoln Highway.

64. The south side of E Avenue from Sixth (6th) Street east 187 feet from centerline of Sixth (6th) Street.

65. The south side of E Avenue from Sixth (6th) Street west 122 feet from centerline of Sixth (6th) Street.

65A. The north and south side of F Avenue east 80 feet from centerline of 10th Street.

(Ord. 941 - Jan. 09 Supp.)

65B. The north and south side of F Avenue west 100 feet from centerline of 11th Street.

(Ord. 941 - Jan. 09 Supp.)

66. The south side of G Avenue from Sixth (6th) Street east 120 feet from centerline of Sixth (6th) Street; the north side of G Avenue from Sixth (6th) Street east to alley.

67. The north side of G Avenue from Fourth (4th) Street to Fifth (5th) Street.

68. The south side of F Avenue from Sixth (6th) Street to Seventh (7th) Street.

69. Third (3rd) Street Place from E Avenue to F Avenue.

70. The north side of K Avenue from the intersection with First (1st) Street to a point 155 feet east as measured along the centerline of K Avenue from the intersection of the centerlines of K Avenue and First (1st) Street.

71. The north side of J Avenue from the intersection with First (1st) Street to a point 155 feet east as measured along the centerline of J Avenue from the intersection of the centerlines of J Avenue and First (1st) Street.

72. The east side of Third (3rd) Street from G Avenue to H Avenue.

73. The north side of J Avenue from Thirteenth (13th) Street to Fifteenth (15th) Street.

74. The south side of K Avenue from Thirteenth (13th) Street to Fifteenth (15th) Street.

75. The east side of Fourth (4th) Street from H Avenue to I Avenue.

76. The north side of I Avenue from Tenth (10th) Street to Eleventh (11th) Street.

77. All of West K Avenue east of West Eighteenth (18th) Street.

78. The north side of K Avenue from Seventh (7th) Street to ~~Ninth (9th)~~ eleventh 11th Street.

(Ord. 919 - Feb. 08 Supp.)

79. The north side of Apache Street from the west-end hammerhead turnabout to Osage Drive.

80. The east side of Sioux, Pueblo and Cheyenne Drive from Apache Street to the north-end hammerhead turnabout on Sioux Drive.

81. All of the hammerhead turnabout located on the north end of Sioux, Pueblo and Cheyenne Drive.

82. All of the hammerhead turnabout located on the west end of Apache Drive.

83. The north side of South I Avenue from South Eleventh (11th) Street to the west.

(Ord. 997 - Jan. 18 Supp.)

85. All of W Avenue.

86. The east side of Fourteenth (14th) Street from H Avenue to J Avenue.

87. The west side of Fourteenth (14th) Street Place from F Avenue to Fifteenth (15th) Street.

88. The west side of Fifteenth (15th) Street from F Avenue to H Avenue.

89. The west side of Fifteenth (15th) Street Place from F Avenue to H Avenue.

90. The west side of Sixteenth (16th) Street from F Avenue to H Avenue.

91. The west side of Seventeenth (17th) Street from the Cul-de-sac to H Avenue.

92. The west side of Eighteenth (18th) Street from F Avenue to H Avenue.

93. The east side of Eighteenth (18th) Street Place.

94. The south side of F Avenue from 14th Street Place to 18th Street.

69.10 – ALL NIGHT PARKING PROHIBITED

(Code of Iowa, Sec. 321.236 [1])

1. All Night Parking Prohibited. No person, except physicians or other persons on emergency calls, shall park a vehicle on any of the following named streets between the hours of 2:00 a.m. and 6:00 a.m. of any day.

A. Sixth (6th) Street (Main), on both sides, from I Avenue to N Avenue.

- B. K Avenue, on both sides, from Fifth (5th) Street to Seventh (7th) Street.
- C. J Avenue, on both sides, from Fifth (5th) Street to Seventh (7th) Street.
- D. Seventh (7th) Street, on the west side, from J Avenue to Lincoln Highway.
- E. Fifth (5th) Street, on the east side, from J Avenue to Lincoln Highway.

F. Off Street City Park parking lots. This includes Hattery Park, Mardean Park, and Billy Sunday Field. Overnight parking at SCORE Park and Harrington Park is authorized with the approval from the Director of Parks and Rec.

2. Parking Permit. Owners of a service or retail business with a storefront facing any of the restricted streets set forth in Section 69.10, and which business operates between the hours of 2:00 a.m. and 6:00 a.m. of any day, may be eligible to receive an annual parking permit(s) to allow its patrons to park near said business during the restricted hours, under the following terms and conditions:

A. Application for Permit. A permit application shall be submitted to the Police Chief on forms prescribed by the Chief. The application shall be accompanied by a one-time fee, payable via certified funds payable to the "City of Nevada", to cover administration fees in the amount of twenty dollars (\$20.00). If the application is approved, the applicant shall pay to the City of Nevada an annual fee of five dollars (\$5.00) for each permit the applicant is authorized to receive.

B. Permit. The annual permit shall be valid from September 1 through August 31 of each year. Any such permit shall be prominently displayed in the patron's vehicle, and shall only be valid if the vehicle is parked near the applicant business. Permits shall be transferable from one vehicle to another. The Police Chief shall have the authority to cancel any such permit if privileges are being abused and/or if the permit is rendered inactive, upon ten (10) days' written notice to the permit applicant served by ordinary first-class mail or personal service.

C. Lost or Stolen Permits. If a permit becomes lost or stolen, the permit applicant must immediately notify the Nevada Police Department. Replacement permits may be purchased for five dollars (\$5.00) each.

Exemptions. Vehicles properly displaying permits governed by this subsection shall be exempt from the application and enforcement of Section 69.10(1). All other laws and regulations shall apply to the vehicle, including, inter alia, the City's snow removal ordinance.

(Ord. 988A – Jan. 17 Supp.)

69.11 – TRUCK AND BOAT PARKING LIMITED.

~~No person shall park a semi-tractor, semi-trailer, truck or truck trailer of over one (1) ton manufacturer's rated capacity, duly licensed as such, or any vehicle twenty (20) or more gross tons, or boats of any size or weight on any street or alley in the City adjacent to property classified by this Code of Ordinances as residential, or on Sixth Street from I Avenue to N Avenue. However, this section does not apply to semis, trucks or trailers being used for the purpose of delivering or collecting goods, wares, merchandise or materials when such vehicles are parked for a period of time not longer than is necessary for the expeditious delivery or collection thereof, nor does it apply to semis, trucks or trailers being used on construction sites.~~

No person shall park on any public roadway in violation of the following regulations.

- 1. Vehicle with a weight requiring the operator to possess a Commercial Driver's License (CDL) Class A or Class B. This includes, but is not limited to semi-tractor, semi-trailer, bus, dump truck, boom truck, garbage truck, or similar vehicle. Such vehicle may park for the purpose of loading, unloading, or making local deliveries. This section does not apply to trucks or trailers used on an active construction site.**
- 2. Unattached Trailers. No person shall park any trailer which is not attached to an operable motorized vehicle capable of moving the trailer on any public roadway. Examples of trailers include but are not limited to boats, campers, enclosed trailers, flatbed trailers, UTV or golf cart trailers, dump trailers, utility trailers, or any other non-motorized equipment that is transported by being attached to a motorized vehicle.**
- 3. Oversized vehicles. No person shall park any vehicle that exceeds ten feet (10) in width or thirty feet (30) in length on any public roadway. Such vehicle may park for the purpose of loading, unloading, or making local deliveries.**

2. **Unattached Trailers.** No person shall park any trailer which is not attached to an operable motorized vehicle capable of moving the trailer on any public roadway. Examples of trailers include but are not limited to boats, campers, enclosed trailers, flatbed trailers, UTV or golf cart trailers, dump trailers, utility trailers, or any other non-motorized equipment that is transported by being attached to a motorized vehicle.
3. **Oversized vehicles.** No person shall park any vehicle that exceeds ten feet (10) in width or thirty feet (30) in length on any public roadway. Such vehicle may park for the purpose of loading, unloading, or making local deliveries.

SECTION 2. REPEALER. All ordinances or parts or ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. 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 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and approved 1st Reading on this 14th day of July, 2025.

Passed and approved 2nd Reading on this ___ day of July, 2025.

Passed and approved 3rd and Final Reading on this ___ day of August, 2025. Enacted upon publication

Ryan Condon, Mayor

ATTEST:

Kerin Wright, City Clerk

1st Reading – July 14, 2025

Motion by Council Member Dane Nealson, seconded by Council Member Jason Sampson, to adopt the first reading of Ordinance No. 1069 (2025/2026).

AYES: Nealson, Sampson, Skaggs, Ehrig, Spence, Corbin

NAYS: None

ABSENT: None

2nd Reading – July 28, 2025

Motion by Council Member ___, seconded Council Member by ___, to adopt the second reading of Ordinance No. 1069 (2025/2026).

AYES: ___

NAYS: ___

ABSENT: ___

3rd Reading – August 11, 2025

Motion by Council Member ___, seconded by Council Member ___, to adopt the third and final reading of Ordinance No. 1069 (2025/2026).

AYES: ___

NAYS: ___

ABSENT: ___

The Mayor declared Ordinance No. 1069 (2025/2026) adopted.

I certify that the foregoing was published as Ordinance No. 1069 (2025/2026) on the ___ day of August, 2025.

Kerin Wright, City Clerk

RESOLUTION NO. 010 (2025/2026)

Resolution authorizing and approving a Loan and Disbursement Agreement, providing for the issuance and securing the payment of \$2,000,000 Sewer Revenue Bonds, Series 2025 and authorizing the related reduction of the interest rate on the Sewer Revenue Bond, Series 2022A

WHEREAS, the City of Nevada (the “City”), in Story County, State of Iowa, did heretofore establish a Municipal Sanitary Sewer System (the “Utility”) in and for the City which has continuously supplied sanitary sewer service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the “Council”) and no board of trustees exists for this purpose; and

WHEREAS, pursuant to a prior resolution of the Council (the “Series 2021 Bond Resolution”), the City has heretofore issued its \$1,360,000 Sewer Revenue Bond, SRF Series 2021, dated January 29, 2021 (the “Series 2021 Bond”), portion of which remains outstanding; and

WHEREAS, pursuant to a prior resolution of the Council (the “Series 2021A Bond Resolution”), the City has heretofore issued its \$10,000,000 Taxable Sewer Revenue Bond, SRF Series 2021A, dated April 30, 2021 (the “Series 2021A Bond”), portion of which remains outstanding; and

WHEREAS, pursuant to a prior resolution of the Council (the “Series 2022 Bond Resolution”), the City has heretofore issued its \$10,000,000 Taxable Sewer Revenue Bond, SRF Series 2022, dated January 28, 2022 (the “Series 2022 Bond”), a portion of which remains outstanding; and

WHEREAS, pursuant to a prior resolution of the Council (the “Series 2022A Bond Resolution”), the City has heretofore issued its \$20,838,000 Sewer Revenue Bond, SRF Series 2022A, dated September 30, 2022 (the “Series 2022A Bond”) to the Iowa Finance Authority (the “Lender”), a portion of which remains outstanding; and

WHEREAS, pursuant to a prior resolution of the Council (the “Series 2023 Bond Resolution”), the City has heretofore issued its \$16,120,000 Taxable Sewer Revenue Bond, SRF Series 2023, dated December 15, 2023 (the “Series 2023 Bond”), a portion of which remains outstanding; and

WHEREAS, pursuant to the Series 2021 Bond Resolution, the Series 2021A Bond Resolution, the Series 2022 Bond Resolution, the Series 2022A Bond Resolution and the Series 2023 Bond Resolution (hereinafter sometimes collectively referred to as the “Outstanding Bond Resolutions”), the City reserved the right to issue additional obligations payable from the Net Revenues (as defined herein) of the Utility and ranking on a parity with the Series 2021 Bond, the Series 2021A Bond, the Series 2022 Bond, the Series 2022A Bond and the Series 2023 Bond (hereinafter sometimes collectively referred to as the “Outstanding Bonds”) under the terms and conditions set forth in the Outstanding Bond Resolutions; and

WHEREAS, the City will undertake the construction of certain water resource restoration projects (the "Projects"); and

WHEREAS, pursuant to Section 384.84 of the Code of Iowa, the City has the authority to issue revenue bonds to pay for such qualifying water resource restoration projects; and

WHEREAS, the Lender has agreed to provide financing for the Projects by decreasing the interest rate on the Series 2022A Bond and providing a 0% interest loan to the City for the Projects; and

WHEREAS, pursuant to Section 384.24A of the Code of Iowa, the City has heretofore proposed to contract indebtedness and enter into a certain Sewer Revenue Loan and Disbursement Agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed \$3,000,000, for the purpose of paying the cost, to that extent, of constructing the Projects to the benefit of the Utility, and has published notice of the proposed action and has held a hearing thereon on July 14, 2025; and

WHEREAS, it is necessary at this time for the City Council to approve the Agreement with the Lender and to authorize the issuance of Sewer Revenue Bonds, Series 2025 (the "Bonds") in evidence thereof in the principal amount of \$2,000,000 to pay the costs of the Projects, and in conjunction therewith to decrease the interest rate on the Series 2022A Bond to 1.32% per annum;

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

Section 1. It is hereby determined that the City shall enter into the Agreement with the Lender. The Agreement shall be in substantially the form as has been placed on file with the City and shall provide for a loan (the "Loan") to the City in the amount of \$2,000,000, for the purpose as set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Agreement on behalf of the City, and the Agreement is hereby approved.

Section 2. The Bonds are hereby authorized to be issued in evidence of the obligation of the City under the Agreement, in the aggregate principal amount of \$2,000,000, to be dated the date of delivery to or upon the direction of the Lender. The Bonds shall not bear interest.

The Bonds may be in the denomination of \$1,000 each or any integral multiple thereof and, at the request of the Lender, shall be initially issued as a single bond in the denomination of \$2,000,000 and numbered R-1.

The City Clerk is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the "Registrar" or the "Paying Agent."

Payment of the principal of the Bonds and premium, if any, shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the City. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding

the payment date. Final payment of principal shall only be made upon surrender of the Bond or Bonds to the Paying Agent.

If applicable pursuant to the Agreement, in addition to the payment of principal of the Bonds, the City also agrees to pay the Initiation Fee (defined in the Agreement) in accordance with the terms of the Agreement.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered bonds without interest coupons. The issuance of the Bonds and the amount of the Loan advanced thereunder shall be recorded in the office of the City Treasurer, and the certificate on the back of each Bond shall be executed with the official manual or facsimile signature of the City Treasurer. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall be fully registered as to principal in the names of the owners on the registration books of the City kept by the Registrar. Each Bond shall be transferable without cost to the registered owner thereof only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

The Bonds are subject to optional redemption by the City at a price of par (i) on any date with the prior written consent of the Lender, or (ii) in the event that all or substantially all of the Projects are damaged or destroyed. Any optional redemption of the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days' notice of redemption by facsimile, e-mail, certified or registered mail to the Lender (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

All of the Bonds, together with the Outstanding Bonds and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth herein (which additional obligations are hereinafter sometimes referred to as "Parity Obligations"), shall be payable solely from the Net Revenues of the Utility and the Sinking Fund hereinafter referred to, both of which are hereby pledged to the payment of the Bonds. The Bonds shall be a valid claim of the owners thereof only against said Net Revenues and Sinking Fund. None of the Bonds shall be a general obligation of the City, nor payable in any manner by taxation, and under no circumstances shall the City or the Utility be in any manner liable by reason of the failure of the Net Revenues of the Utility to be sufficient for the payment in whole or in part of the Bonds.

Section 3. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon they shall be delivered to the Registrar for registration and delivery to the Lender, upon receipt of the loan proceeds (the "Loan Proceeds"), and all action heretofore taken in connection with the Agreement is hereby ratified and confirmed in all respects.

Section 4. The Bonds shall be in substantially the following form:

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF IOWA
STORY COUNTY
CITY OF NEVADA

SEWER REVENUE BOND, SERIES 2025

No. R-1

\$2,000,000

RATE

MATURITY DATE

BOND DATE

0%

June 1, 2045

August 22, 2025

The City of Nevada (the "City"), in Story County, State of Iowa, for value received, promises to pay from the source and as hereinafter provided, on the maturity date of this Bond, to

IOWA FINANCE AUTHORITY

or registered assigns, the principal sum of

TWO MILLION DOLLARS

Principal shall be due and payable in installments in the amounts shown on the Principal Payment Schedule, attached hereto as Exhibit A, on June 1, 2026, and annually thereafter on June 1 in each year until the principal is fully paid, except that the final installments of the entire balance of principal, if not sooner paid, shall become due and payable on June 1, 2045. This Bond shall not bear interest.

The City Clerk shall act as Registrar and Paying Agent and may be hereinafter referred to as the "Registrar" or the "Paying Agent."

Payment of the principal of this Bond and premium, if any, shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the City at the addresses shown on such registration books. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of this Bond to the Paying Agent.

This Bond is one of a series of bonds (the "Bonds") issued by the City to evidence its obligation under a certain Loan and Disbursement Agreement, dated the date hereof (the "Agreement") entered into by the City for the purpose of providing funds to pay a portion of the cost of constructing certain water resource restoration projects (the "Projects") to the benefit of the Municipal Sanitary Sewer System (the "Utility") of the City.

The Bonds are issued pursuant to and in strict compliance with the provisions of Sections 384.24A and 384.83 of the Code of Iowa, 2025, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council authorizing and approving the Agreement and providing for the issuance and securing the payment of the Bonds (the "Resolution"), and reference is hereby made to the Resolution and the Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The Bonds shall be subject to optional redemption by the City at a price of par (i) on any date with the prior written consent of the Iowa Finance Authority, or (ii) in the event that all or substantially all of the Projects are damaged or destroyed. Any optional redemption of the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days' notice of redemption by e-mail, facsimile, certified or registered mail to the Iowa Finance Authority (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

The Bonds are not general obligations of the City but, together with the City's outstanding Sewer Revenue Bond, SRF Series 2021, dated January 29, 2021; Taxable Sewer Revenue Bond, SRF Series 2021A, dated April 30, 2021; Taxable Sewer Revenue Bond, SRF Series 2022, dated January 28, 2022; Sewer Revenue Bond, SRF Series 2022A, dated September 30, 2022; Taxable Sewer Revenue Bond, SRF Series 2023, dated December 15, 2023; and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth in the Resolution, are payable solely and only out of the future Net Revenues (as defined in the Resolution) of the Utility of the City, a sufficient portion of which has been ordered set aside and pledged for that purpose. This Bond is not payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the said Net Revenues to be sufficient for the payment of this Bond.

This Bond is fully negotiable but shall be fully registered as to both principal in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, have happened and have been performed in due time, form and manner, as required by law, and that the issuance of the Bonds does not exceed or violate any constitutional or statutory limitation or provision.

IN TESTIMONY WHEREOF, the City of Nevada, Iowa, has caused this Bond to be executed by its Mayor and attested by its City Clerk, all as of the Bond Date.

CITY OF NEVADA, IOWA

By (Do Not Sign) _____
Mayor

Attest:

(Do Not Sign) _____
City Clerk

(On the back of each Bond the following certificate shall be executed with the duly authorized signature of the City Treasurer)

STATE OF IOWA
STORY COUNTY
CITY OF NEVADA

SS: CITY TREASURER'S CERTIFICATE

The original issuance of the Bonds, of which this Bond is a part, was duly and properly recorded in my office as of the Bond Date.

(Do Not Sign) _____
City Treasurer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UTMA _____
TEN ENT	-	as tenants by the entireties	(Custodian)
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	As Custodian for _____
			(Minor)
			under Uniform Transfers to Minors Act

			(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT A

PRINCIPAL PAYMENT SCHEDULE

<u>Date</u> <u>June 1</u>	<u>Amount</u>	<u>Date</u> <u>June 1</u>	<u>Amount</u>
2026	\$89,000	2036	\$ 89,000
2027	\$89,000	2037	\$ 89,000
2028	\$89,000	2038	\$ 89,000
2029	\$89,000	2039	\$ 89,000
2030	\$89,000	2040	\$ 89,000
2031	\$89,000	2041	\$ 89,000
2032	\$89,000	2042	\$144,000
2033	\$89,000	2043	\$144,000
2034	\$89,000	2044	\$144,000
2035	\$89,000	2045	\$144,000

Section 5. The Loan Proceeds shall be held by the Lender and disbursed for costs of the Projects, as referred to in the preamble hereof. The City will keep a detailed, segregated accounting of the expenditure of the Loan Proceeds.

Section 6. So long as the Bonds, the Outstanding Bonds or any Parity Obligations are outstanding, the City shall continue to maintain the Utility in good condition, and the Utility shall continue to be operated in an efficient manner and at a reasonable cost as a revenue producing undertaking. The City shall establish, impose, adjust and provide for the collection of rates to be charged to customers of the Utility, including the City, to produce gross revenues (hereinafter sometimes referred to as the "Gross Revenues") at least sufficient to pay the expenses of operation and maintenance of the Utility, which shall include salaries, wages, cost of maintenance and operation, materials, supplies, insurance and all other items normally included under recognized accounting practices (but does not include allowances for depreciation in the valuation of physical property) (which such expenses are hereinafter sometimes referred to as the "Operating Expenses") and to leave a balance of net revenues (herein referred to as the "Net Revenues") equal to at least 110% of the principal of and interest on all of the Bonds, the Outstanding Bonds and any other Parity Obligations due in such fiscal year, as the same become due.

Section 7. The provisions, covenants, undertakings and stipulations for the operation of the Utility and for the collection, application and use of the Gross Revenues and income from such operation, as set forth in the Outstanding Bond Resolutions shall inure and appertain to the Bonds to the same extent and with like force and effect as if herein set out in full, except only insofar as the same may be inconsistent with this resolution.

Nothing in this resolution shall be construed to impair the rights vested in the Outstanding Bonds. The amounts herein required to be paid into the various funds hereafter named shall be inclusive of said payments required with respect to the Outstanding Bonds. The provisions of the Outstanding Bond Resolutions and the provisions of this resolution are to be construed whenever possible so that the same will not be in conflict. In the event such construction is not possible, the provisions of the resolution first adopted shall prevail until such time as the obligations authorized by such resolution have been paid or otherwise satisfied as therein provided, at which time the provisions of this resolution shall again prevail.

Section 8. From and after the issuance of the Bonds, the Gross Revenues of the Utility shall continue to be set aside into the City's Sewer Revenue Fund ("Sewer Revenue Fund") created under the Outstanding Bond Resolutions. The Sewer Revenue Fund shall be used in maintaining and operating the Utility, and after payment of the Operating Expenses shall, to the extent provided in this resolution and the Outstanding Bond Resolutions, be used to pay the principal of and interest on the Bonds, the Outstanding Bonds and any Parity Obligations, and to create and maintain the several separate funds hereinafter described.

Section 9. The provisions in and by the Outstanding Bond Resolutions, whereby there has been created and is to be maintained a Sewer Revenue Bond Sinking Fund (herein referred to as the "Sinking Fund"), and for the payment into said fund from the Net Revenues of the Utility such portion thereof as will be sufficient to pay the interest on and principal of the Outstanding Bonds, are all hereby ratified and confirmed, and all such provisions shall inure and constitute the security for the payment of the principal of the Bonds hereby authorized as may be outstanding

from time to time; provided, however that on the first day of each month of each year, the minimum amount to be set aside, in addition to the amounts required to be set aside in the Outstanding Bond Resolutions, and paid into the Sinking Fund shall be not less than as follows:

Commencing on September 1, 2025 and continuing to and including May 1, 2026, an amount equal to 1/9th of the installment of principal coming due on June 1, 2026, and thereafter, commencing on June 1, 2026, and continuing to final maturity, an amount equal to 1/12th of the installment of principal coming due on such Bonds on the next succeeding principal payment date until the full amount of such installment is on deposit in the Sinking Fund.

Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Bonds, the Outstanding Bonds and any Parity Obligations as the same shall become due and payable. Whenever Parity Obligations are issued under the conditions and restrictions hereinafter set forth, provision shall be made for additional payments to be made into the Sinking Fund for the purpose of paying the interest on and principal of such Parity Obligations.

If at any time there should be a failure to pay into the Sinking Fund the full amount above stipulated, then an amount equivalent to the deficiency shall be paid into the Sinking Fund from the Net Revenues of the Utility as soon as available, and the same shall be in addition to the amount otherwise required to be so set apart and paid into the Sinking Fund.

No further payments need be made into the Sinking Fund when and so long as the amount therein is sufficient to retire all of the Bonds, the Outstanding Bonds and any Parity Obligations then outstanding which are payable from the Sinking Fund and to pay all interest to become due thereon prior to such retirement, or if provision for such payment has been made.

All of such payments required to be made into the Sinking Fund shall be made in equal monthly installments on the first day of each month, except that when the first day of any month shall be a Sunday or legal holiday, then such payments shall be made on the next succeeding secular day.

Section 10. The provisions in and by the Outstanding Bond Resolutions whereby there has been created and is to be maintained a special fund to be known and designated as the Surplus Fund into which there shall be set apart and paid all of the Net Revenues remaining after first making the required payments into the Sinking Fund are all hereby ratified and confirmed. All money credited to the Surplus Fund shall be transferred and credited to the Sinking Fund whenever necessary to prevent or remedy a default in the payment of the principal of or interest on the Bonds, the Outstanding Bonds and any Parity Obligations.

As long as the Sinking Fund has the full amounts required to be deposited therein by the Outstanding Bond Resolutions and this resolution, any balance in the Surplus Fund may be expended by the City in such manner as the Council, or such other duly constituted body as may then be charged with the operation of the Utility, may from time to time direct.

Section 11. All money held in any fund or account created or to be maintained under the terms of this resolution shall be deposited in lawful depositories of the City or invested in accordance with Chapters 12B and 12C of the Code of Iowa and continuously held and secured as

provided by the laws of the State of Iowa relating to the depositing, securing, holding and investing of public funds. All interest received by the City as a result of investments under this section shall be considered to constitute Gross Revenues of the Utility and shall be deposited in or transferred to the Sewer Revenue Fund and used solely and only for the purposes specified herein for such funds.

Section 12. The City hereby covenants and agrees with the owner or owners of the Bonds, the Outstanding Bonds and any Parity Obligations, or any of them, that from time to time may be outstanding, that it will faithfully and punctually perform all duties with reference to the Utility required and provided by the Constitution and laws of the State of Iowa, that it will segregate the Gross Revenues of the Utility and make application thereof in accordance with the provisions of this resolution and that it will not sell, lease or in any manner dispose of the Utility or any part thereof, including any and all extensions and additions that may be made thereto, until all of the Bonds, the Outstanding Bonds and any Parity Obligations shall have been paid in full, both principal and interest, or unless and until provision shall have been made for the payment of the Bonds, the Outstanding Bonds and any Parity Obligations and interest thereon in full; provided, however, that the City may dispose of any property which in the judgment of the Council, or such duly constituted body as may then be charged with the operation of the Utility, is no longer useful or profitable in the operation of the Utility nor essential to the continued operation thereof and when the sale thereof will not operate to reduce the revenues to be derived from the operation of the Utility.

Section 13. Upon a breach or default of a term of the Bonds, the Outstanding Bonds or any Parity Obligations, the Outstanding Bond Resolutions and this resolution, a proceeding may be brought in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required under the terms of this resolution and Division V of Chapter 384 of the Code of Iowa or an action may be brought to obtain the appointment of a receiver to take possession of and operate the Utility and to perform the duties required by this resolution and Division V of Chapter 384 of the Code of Iowa.

Section 14. The Bonds, the Outstanding Bonds or any Parity Obligations shall not be entitled to priority or preference one over the other in the application of the Net Revenues of the Utility regardless of the time or times of the issuance of such Bonds, the Outstanding Bonds or Parity Obligations, it being the intention of the City that there shall be no priority among the Bonds, the Outstanding Bonds or any Parity Obligations, regardless of the fact that they may have been actually issued and delivered at different times. The City hereby reserves the right and privilege of issuing additional Parity Obligations.

Section 15. The City agrees that so long as the Bonds, the Outstanding Bonds or any Parity Obligations remain outstanding, it will maintain insurance for the benefit of the owners of the Bonds, the Outstanding Bonds and any Parity Obligations on the insurable portions of the Utility of a kind and in an amount which usually would be carried by private companies or municipalities engaged in a similar type of business. The proceeds of any insurance, except public liability insurance, shall be used to repair or replace the part or parts of the Utility damaged or destroyed. The City will keep proper books of record and account, separate from all other records and accounts, showing the complete and correct entries of all transactions relating to the Utility, and the owners of the Bonds, the Outstanding Bonds or any Parity Obligations shall have the right

at all reasonable times to inspect the Utility and all records, accounts and data of the City relating thereto.

Section 16. The provisions of this resolution shall constitute a contract between the City and the owners of the Bonds and any Parity Obligations as may from time to time be outstanding, and after the issuance of the Bonds, no change, variation or alteration of any kind of the provisions of this resolution shall be made which will adversely affect the owners of the Bonds or any Parity Obligations until all of the Bonds, the Outstanding Bonds and any Parity Obligations and the interest thereon shall have been paid in full, except as hereinafter provided.

The owners of a majority in principal amount of the Bonds and any Parity Obligations at any time outstanding (not including in any case any obligations which may then be held or owned by or for the account of the City, but including such obligations as may be issued for the purpose of refunding any of the Bonds, the Outstanding Bonds or Parity Obligations if such obligations shall not then be owned by the City) shall have the right from time to time to consent to and approve the adoption by the City of a resolution or resolutions modifying or amending any of the terms or provisions contained in this resolution; provided, however, that this resolution may not be so modified or amended in such manner as to:

- (a) Make any change in the maturity or redemption terms of the Bonds or Parity Obligations.
- (b) Make any change in the rate of interest borne by any of the Bonds or Parity Obligations.
- (c) Reduce the amount of the principal payable on any Bonds or Parity Obligations.
- (d) Modify the terms of payment of principal of or interest on the Bonds or Parity Obligations, or any of them, or impose any conditions with respect to such payment.
- (e) Affect the rights of the owners of less than all of the Bonds or Parity Obligations then outstanding.
- (f) Reduce the percentage of the principal amount of the Bonds or Parity Obligations, the consent of the owners of which shall be required to effect a further modification.

Whenever the City shall propose to amend or modify this resolution under the provisions of this section, it shall cause notice of the proposed amendment to be (1) filed with the Lender and (2) mailed by certified mail to each registered owner of any Bond or Parity Obligation as shown by the records of the Registrar. Such notice shall set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in the office of the City Clerk.

Whenever at any time within one year from the date of the mailing of said notice, there shall be filed with the City Clerk an instrument or instruments executed by the owners of at least a majority in aggregate principal amount of the Bonds and any Parity Obligations outstanding at

the time of the adoption of such amendatory resolution specifically consenting to the adoption thereof as herein provided, no owner of any Bonds or Parity Obligations shall have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the City from taking any action pursuant to the provisions thereof.

Any consent given by the owners of a Bond or Parity Obligation pursuant to the provisions of this section shall be irrevocable for a period of six (6) months from the date of such consent and shall be conclusive and binding upon all future owners of the same Bond or Parity Obligation during such period. Such consent may be revoked at any time after six (6) months from the date of such consent by the owner who gave such consent or by a successor in title, but such revocation shall not be effective if the owners of a majority in aggregate principal amount of the Bonds and Parity Obligations outstanding as in this section defined shall have, prior to the attempted revocation, consented to and approved the amendatory resolution referred to in such revocation.

The fact and date of the execution of any instrument under the provisions of this section may be proved by the certificate of any officer in any jurisdiction, who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the persons signing such instrument acknowledged before such officer the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

Section 17. In connection with the Agreement and the issuance of the Bonds, the Lender has agreed to reduce the interest rate on the Series 2022A Bond to 1.32% per annum, effective June 1, 2025 (or such other date as determined by the Lender), and the Series 2022A Bond Resolution and the Series 2022A Bond are hereby amended to reflect such changes. The Mayor, City Clerk and/or City Treasurer are each authorized and directed to execute and deliver any documents deemed necessary in connection with the interest rate reduction, including without limitation an amended Loan and Disbursement Agreement, amended Series 2022A Bond and any amended Lender application.

Section 18. If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 19. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 20. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved July 28, 2025.

Ryan Condon, Mayor

Attest:

Kerin Wright, City Clerk

• • • •

On motion and vote, the meeting adjourned.

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, do hereby certify that I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the authorization and approval of a certain Sewer Revenue Loan and Disbursement Agreement (the "Agreement") and the issuance of \$2,000,000 Sewer Revenue Bonds, Series 2025 (the "Bonds") of said City evidencing the City's obligation under such Agreement, and the reduction of the interest rate on the Sewer Revenue Bond, SRF Series 2022A, and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no objections were filed in my office and no objections of any kind were made to the matter of entering into such Agreement or issuing such Bonds at the time and place set for hearing thereon, and that no petition of protest or objections of any kind have been filed or made, nor has any appeal been taken to the District Court from the decision of the City Council to enter into the Agreement or to issue the Bonds.

WITNESS MY HAND this ____ day of _____, 2025.

Kerin Wright, City Clerk

ESTABLISHMENT CERTIFICATE:

STATE OF IOWA
STORY COUNTY
CITY OF NEVADA

SS:

I, the undersigned, City Clerk of the City of Nevada, do hereby certify that I have complete access and control of all of the corporate records of the City, and that based upon my examination of such records, I have determined that the City did heretofore establish a Municipal Sanitary Sewer System (the "Utility"), that the management and control of the Utility are vested in the City Council and that no board of trustees exists which has any part of the control and management of such Utility.

I further certify that there is not pending or threatened any question or litigation whatsoever touching the establishment, improvement or operation of such Utility and that there are no bonds or other obligations of any kind now outstanding which are payable from or constitute a lien upon the revenues derived from the operation of such Utility, except for the City's outstanding Sewer Revenue Bond, SRF Series 2021, dated January 29, 2021; Taxable Sewer Revenue Bond, SRF Series 2021A, dated April 30, 2021; Taxable Sewer Revenue Bond, SRF Series 2022, dated January 28, 2022; Sewer Revenue Bond, SRF Series 2022A, dated September 30, 2022; Taxable Sewer Revenue Bond, SRF Series 2023, dated December 15, 2023; and the current issue of \$2,000,000 Sewer Revenue Bonds, Series 2025.

WITNESS MY HAND this ____ day of _____, 2025.

Kerin Wright, City Clerk

UNITED STATES OF AMERICA
STATE OF IOWA
STORY COUNTY
CITY OF NEVADA

SEWER REVENUE BOND, SERIES 2025

No. R-1

\$2,000,000

RATE

MATURITY DATE

BOND DATE

0%

June 1, 2045

August 22, 2025

The City of Nevada (the "City"), in Story County, State of Iowa, for value received, promises to pay from the source and as hereinafter provided, on the maturity date of this Bond, to

IOWA FINANCE AUTHORITY

or registered assigns, the principal sum of

TWO MILLION DOLLARS

Principal shall be due and payable in installments in the amounts shown on the Principal Payment Schedule, attached hereto as Exhibit A, on June 1, 2026, and annually thereafter on June 1 in each year until the principal is fully paid, except that the final installments of the entire balance of principal, if not sooner paid, shall become due and payable on June 1, 2045. This Bond shall not bear interest.

The City Clerk shall act as Registrar and Paying Agent and may be hereinafter referred to as the "Registrar" or the "Paying Agent."

Payment of the principal of this Bond and premium, if any, shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the City at the addresses shown on such registration books. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of this Bond to the Paying Agent.

This Bond is one of a series of bonds (the "Bonds") issued by the City to evidence its obligation under a certain Loan and Disbursement Agreement, dated the date hereof (the "Agreement") entered into by the City for the purpose of providing funds to pay a portion of the cost of constructing certain water resource restoration projects (the "Projects") to the benefit of the Municipal Sanitary Sewer System (the "Utility") of the City.

The Bonds are issued pursuant to and in strict compliance with the provisions of Sections 384.24A and 384.83 of the Code of Iowa, 2025, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council authorizing and approving the Agreement and providing for the issuance and securing the payment of the Bonds (the "Resolution"), and reference is hereby made to the Resolution and the Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The Bonds shall be subject to optional redemption by the City at a price of par (i) on any date with the prior written consent of the Iowa Finance Authority, or (ii) in the event that all or substantially all of the Projects are damaged or destroyed. Any optional redemption of the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days' notice of redemption by e-mail, facsimile, certified or registered mail to the Iowa Finance Authority (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

The Bonds are not general obligations of the City but, together with the City's outstanding Sewer Revenue Bond, SRF Series 2021, dated January 29, 2021; Taxable Sewer Revenue Bond, SRF Series 2021A, dated April 30, 2021; Taxable Sewer Revenue Bond, SRF Series 2022, dated January 28, 2022; Sewer Revenue Bond, SRF Series 2022A, dated September 30, 2022; Taxable Sewer Revenue Bond, SRF Series 2023, dated December 15, 2023; and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth in the Resolution, are payable solely and only out of the future Net Revenues (as defined in the Resolution) of the Utility of the City, a sufficient portion of which has been ordered set aside and pledged for that purpose. This Bond is not payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the said Net Revenues to be sufficient for the payment of this Bond.

This Bond is fully negotiable but shall be fully registered as to both principal in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, have happened and have been performed in due time, form and manner, as required by law, and that the issuance of the Bonds does not exceed or violate any constitutional or statutory limitation or provision.

IN TESTIMONY WHEREOF, the City of Nevada, Iowa, has caused this Bond to be executed by its Mayor and attested by its City Clerk, all as of the Bond Date.

CITY OF NEVADA, IOWA

By _____
Ryan Condon, Mayor

Attest:

Kerin Wright, City Clerk

STATE OF IOWA
STORY COUNTY
CITY OF NEVADA

SS: CITY TREASURER'S CERTIFICATE

The original issuance of the Bonds, of which this Bond is a part, was duly and properly recorded in my office as of the Bond Date.

City Treasurer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UTMA	_____
TEN ENT	-	as tenants by the entireties		(Custodian)
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	As Custodian for	_____
				(Minor)
			under Uniform Transfers to Minors Act	_____
				(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT A

PRINCIPAL PAYMENT SCHEDULE

<u>Date</u> <u>June 1</u>	<u>Amount</u>	<u>Date</u> <u>June 1</u>	<u>Amount</u>
2026	\$89,000	2036	\$ 89,000
2027	\$89,000	2037	\$ 89,000
2028	\$89,000	2038	\$ 89,000
2029	\$89,000	2039	\$ 89,000
2030	\$89,000	2040	\$ 89,000
2031	\$89,000	2041	\$ 89,000
2032	\$89,000	2042	\$144,000
2033	\$89,000	2043	\$144,000
2034	\$89,000	2044	\$144,000
2035	\$89,000	2045	\$144,000

CLOSING CERTIFICATE

We, the undersigned, Mayor and City Clerk of the City of Nevada, Iowa (the "City"), do hereby certify as of August 22, 2025 (the "Dated Date"), that we are now and were at the time of the execution of the City's \$2,000,000 Sewer Revenue Bond, Series 2025 (the "Series 2025 Bond"), the officers respectively above indicated of the City; that in pursuance of Chapter 384 of the Code of Iowa, a resolution adopted by the City Council on July 28, 2025 (the "Resolution"), and a certain Loan and Disbursement Agreement (the "Agreement"), by and between the City and the Iowa Finance Authority, Des Moines, Iowa, as lender (the "Lender"), the Series 2025 Bond has been heretofore lawfully authorized and this day by us lawfully issued and delivered to the Lender and pursuant to the Agreement, the Lender shall loan to the City the maximum sum of \$2,000,000. Terms not otherwise defined herein shall have the meaning given such terms in the Resolution and the Agreement.

The Series 2025 Bond has been executed by the aforesaid officers; the certificate on the back of the Series 2025 Bond has been executed by the City Treasurer; and the Series 2025 Bond has been fully registered as to principal in the name of the Lender on the registration books of the City.

We further certify that the Series 2025 Bond is being issued to evidence the City's obligation under the Agreement entered into by the City for the purpose of providing funds to pay a portion of the cost of certain water resource restoration projects to benefit the Municipal Sanitary Sewer System of the City (the "Utility").

We further certify that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the titles of the aforesaid officers to their respective positions or the proceedings incident to the authorization of the Series 2025 Bond or in any way concerning the validity of the Series 2025 Bond or the power and duty of the City to appropriate and apply the Net Revenues (as defined in the Resolution) from the operation of the Utility to the full and prompt payment of the principal of the Series 2025 Bond, and that none of the proceedings incident to the authorization and issuance of the Series 2025 Bond have been repealed or rescinded.

We further certify that no appeal of the decision of the City to enter into the Agreement and to issue the Series 2025 Bond has been taken to the district court.

We further certify that the City has no other bonds or obligations of any kind now outstanding secured by or payable from the revenues to be derived from the operation of the Utility, except the City's outstanding Sewer Revenue Bond, SRF Series 2021, dated January 29, 2021; Taxable Sewer Revenue Bond, SRF Series 2021A, dated April 30, 2021; Taxable Sewer Revenue Bond, SRF Series 2022, dated January 28, 2022; Sewer Revenue Bond, SRF Series 2022A, dated September 30, 2022; and Taxable Sewer Revenue Bond, SRF Series 2023, dated December 15, 2023.

We further certify that no board of trustees has been created for the management and control of the Utility and such management and control are vested in the City Council of the City.

We further certify that all meetings held in connection with the Series 2025 Bond were open to the public at a place reasonably accessible to the public and that notice was given at least 24 hours prior to the commencement of all meetings by advising the news media who requested notice of the time, date, place and the tentative agenda and by posting such notice and agenda at the City Hall or principal office of the City on a bulletin board or other prominent place which is easily accessible to the public and is the place designated for the purpose of posting notices of meetings.

IN WITNESS WHEREOF, we have hereunto affixed our hands on the Dated Date.

CITY OF NEVADA, IOWA

Ryan Condon, Mayor

Attest:

Kerin Wright, City Clerk

LOAN AND DISBURSEMENT AGREEMENT
\$2,000,000 SEWER REVENUE BONDS

This Loan and Disbursement Agreement (the "Agreement") is made and entered into as of August 22, 2025, by and between the City of Nevada, Iowa (the "Participant") and the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa (the "Issuer").

WHEREAS, the Issuer, in cooperation with the Iowa Department of Natural Resources (the "Department"), is authorized to undertake the creation, administration and financing of the Iowa Water Pollution Control Works Financing Program (the "Program") established in the Code of Iowa, Sections 16.131 through 16.135 and Sections 455B.291 through 455B.299, including, among other things, the making of loans to Iowa municipalities for purposes of the Program; and

WHEREAS, the Participant desires to participate in the Program as a means of financing all or part of the construction of water resource restoration projects serving the Participant and its residents; and

WHEREAS, to assist in financing the Project (defined herein), the Issuer desires to make a loan to the Participant in the amount set forth in Section 2 hereof;

NOW, THEREFORE, the parties agree as follows:

Section 1. Definitions. In addition to other definitions set forth herein, the following terms as used in this Agreement shall, unless the context clearly requires otherwise, have the following meanings:

(a) "Bonds" or "Revenue Bonds" shall mean any State Revolving Fund Revenue Bond or Bonds that were or in the future are issued by the Issuer for the purpose of providing moneys to finance the Loan to the Participant.

(b) "Code" shall mean the Internal Revenue Code of 1986, as amended, and all lawfully promulgated regulations thereunder.

(c) "Project" shall mean the particular construction activities approved by the Department and being undertaken by the Participant with respect to its water resource restoration projects, as described in the Resolution.

(d) "Regulations" shall mean the administrative rules of the Department relating to the Program, set forth in Title 567, Chapter 92 of the Iowa Administrative Code, and the administrative rules of the Issuer relating to the Program set forth in Title 265, Chapter 26 of the Iowa Administrative Code.

(e) "Resolution" shall mean the resolution of the City Council of the Participant providing for the authorization and issuance of the Revenue Bond, attached hereto as

Exhibit B, adopted on July 28, 2025, approving and authorizing the execution of this Agreement and the issuance of the Revenue Bond (as defined herein).

(f) "Wastewater Treatment System" shall mean the wastewater treatment system of the Participant, all facilities being used in conjunction therewith and all appurtenances and extensions thereto.

Section 2. Loan; Purchase of Revenue Bond. The Issuer agrees to purchase a duly authorized and issued sewer revenue bond or capital loan note of the Participant (the "Revenue Bond") in order to make a loan to the Participant, and will disburse proceeds as set forth herein. The Participant agrees to borrow and accept from the Issuer, a loan in the principal amount of not to exceed \$2,000,000 (the "Loan").

The Participant shall use the proceeds of the Loan strictly (a) to finance a portion of the costs of construction of the Project and (b), where applicable, to reimburse the Participant for a portion of the costs of the Project, which portion was paid or incurred in anticipation of reimbursement through the Program and which is eligible for such reimbursement under and pursuant to the Regulations and the Code.

Section 3. Disbursements. Proceeds of the Loan shall be made available to the Participant in the form of one or more periodic disbursements as provided in this Section. The Issuer thereafter shall make disbursements of a portion of the Loan for payment of costs of the Project upon receipt of the following:

- (a) a completed payment request on a form acceptable to and available from the Issuer;
 - (b) current construction payment estimates;
 - (c) engineering service statements;
 - (d) purchase orders or invoices for items not included within other contracts;
- and
- (e) evidence that the costs for which the disbursement is requested have been incurred.

Solely with respect to the request for the final disbursement of proceeds of the Loan, the Participant shall submit to the Issuer (via the Department), in addition to items (a) through (e) above, a certification of completion and acceptance of the Project by the Participant or evidence of an acceptable settlement if the Project is subject to a dispute between the Participant and any contractor.

Disbursements shall be made in a timely fashion following the receipt of the information as set forth above. Unless otherwise agreed to in writing by the Issuer, funds shall be payable to

the Participant via automated clearinghouse system transfer to the account specified by the Participant.

Section 4. Completion of Project. The Participant covenants and agrees (i) to exercise its best efforts to complete the Project; and (ii) to provide from its own fiscal resources all monies, in excess of the total amount of Loan proceeds it receives under the Agreement, required to complete the Project.

Section 5. Repayment of Loan; Issuance of Revenue Bonds. The Participant's obligation to repay the Loan shall be evidenced by the Revenue Bond in the principal amount of the Loan, complying in all material respects with the Regulations and being in substantially the form set forth in the Resolution, which Resolution is attached hereto as Exhibit B. The Revenue Bond shall be delivered to the Issuer as the original purchaser and registered holder thereof at the closing of the Loan. The Revenue Bond shall be accompanied by a legal opinion of bond counsel, in form satisfactory to the Issuer, to evidence the legality and security position of the Revenue Bond. The parties agree that a payment of principal of the Revenue Bond shall be deemed to be a payment of the same on the Loan and a payment of principal of the Loan shall be deemed to be a payment of the same on the Revenue Bond. Unless otherwise agreed to in writing by the Issuer, all payments of principal due under the Loan shall be made via automated clearinghouse transfer, from an account specified by the Participant.

The Revenue Bond shall be dated the date of delivery to the Issuer without interest. The first repayment of principal of the Loan shall be due and payable not later than one year after substantial completion of the Project and payments of principal shall continue thereafter until the Loan is paid in full. Following the final disbursement of Loan proceeds to the Participant, Exhibit A shall be adjusted by the Issuer, with the approval of the Participant, based upon actual disbursements to the Participant under the Agreement. Such revised Exhibit A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace that initially attached hereto and to the Revenue Bond.

The Revenue Bond shall be subject to optional redemption by the Participant at a price of par (i) on any date upon receipt of written consent by the Issuer, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any such optional redemption of the Revenue Bond by the Participant may be made from any funds regardless of source, in whole or from time to time in part, upon not less than thirty (30) days' notice of redemption by e-mail, facsimile, certified or registered mail to the Issuer (or any other registered owner of the Revenue Bond). The Revenue Bond is also subject to mandatory redemption in the event the costs of the Project are less than initially projected, in which case the amount of the Loan shall be reduced to an amount equal to the actual Project costs disbursed. The Participant and the Issuer agree that following such adjustment, the principal amount due under the Revenue Bond shall be automatically reduced to equal the principal amount of the adjusted Loan.

Pursuant to Sections 384.82 and 384.83 of the Code of Iowa, the Revenue Bond and any additional obligations as may be hereafter issued and outstanding from time to time under the conditions set forth in the Resolution shall be payable solely and only from the Net Revenues (as

defined in the Resolution) of the Wastewater Treatment System of the Participant, a sufficient portion of which has been and shall be ordered set aside and pledged for such purpose under the provisions of the Resolution. Neither this Agreement nor the Revenue Bond is a general obligation of the Participant, and under no circumstance shall the Participant be in any manner liable by reason of the failure of the aforesaid Net Revenues to be sufficient to pay the Revenue Bond or to otherwise discharge the Participant's obligation hereunder.

Section 6. Interest Rate; Initiation Fee and Servicing Fees. (a) The Participant agrees to pay to the Issuer, as additional consideration for the Loan, a loan initiation fee (the "Initiation Fee") equal to one-half of one percent (0.50%) of the amount of the Loan (but not to exceed \$100,000.00) (\$10,000), which shall be due and payable on the date of this Agreement. Unless the Issuer shall be otherwise notified by the Participant that the Participant intends to pay such Initiation Fee from other funds, and has received such other funds from the Participant on the date hereof, the Issuer shall be authorized to deduct the full amount of the Initiation Fee from the proceeds of the Loan being made hereunder, and such deduction by the Issuer shall be deemed to be an expenditure by the Participant of the Loan proceeds.

(b) The Participant shall not be charged Servicing Fees.

(c) The Loan shall not bear interest.

Section 7. Compliance with Applicable Laws, Performance Under Loan Agreement; Rates. The Participant covenants and agrees (i) to comply with all applicable State of Iowa and federal laws, rules and regulations (including but not limited to the Regulations), judicial decisions, and executive orders in the performance of the Agreement and in the financing, construction, operation, maintenance and use of the Project and the Wastewater Treatment System; (ii) to maintain its Wastewater Treatment System in good repair, working order and operating condition; (iii) to cooperate with the Issuer in the observance and performance of their respective duties, covenants, obligations and agreements under the Agreement; (iv) to comply with all terms and conditions of the Resolution; and (v) to establish, levy and collect rents, rates and other charges for the products and services provided by its Wastewater Treatment System, which rents, rates and other charges shall be at least sufficient (A) to meet the operation and maintenance expenses of such Wastewater Treatment System, (B) to produce and maintain Net Revenues at a level not less than 110% of the amount of principal and interest on the Revenue Bond and any other obligations secured by a pledge of the Net Revenues falling due in the same year, (C) to comply with all covenants pertaining thereto contained in, and all other provisions of, any bond resolution, trust indenture or other security agreement, if any, relating to any bonds or other evidences of indebtedness issued or to be issued by the Participant, (D) to pay the debt service requirements on any bonds, notes or other evidences of indebtedness, whether now outstanding or incurred in the future, secured by such revenues or other receipts and issued to finance improvements to the Wastewater Treatment System and to make any other payments required by the laws of the State of Iowa, (E) to generate funds sufficient to fulfill the terms of all other contracts and agreements made by the Participant, including, without limitation, the Agreement and the Revenue Bond and (F) to pay all other amounts payable from or constituting a lien or charge on the operating revenues of its Wastewater Treatment System.

Section 8. Exclusion of Interest from Gross Income. [Reserved.]

Section 9. Insurance; Audits; Disposal of Property. The Participant covenants and agrees (a) to maintain insurance on, or to self-insure, the insurable portions of the Wastewater Treatment System of a kind and in an amount which normally would be carried by private companies engaged in a similar type of business, (b) to keep proper books and accounts adapted to the Wastewater Treatment System, showing the complete and correct entry of all transactions relating thereto, and to cause said books and accounts to be audited or examined by an independent auditor or the State Auditor (i) at such times and for such periods as may be required by the federal Single Audit Act of 1984, OMB Circular A-133 or State law, and (ii) at such other times and for such other periods as may be requested at any time and from time to time by the Issuer (which requests may require an audit to be performed for a period that would not otherwise be required to be audited under State law), and (c) unless the Participant has received a waiver and consent from the Issuer, it shall not sell, lease or in any manner dispose of the Wastewater Treatment System, or any capital part thereof, including any and all extensions and additions which may be made thereto, until the Revenue Bond shall have been paid in full or otherwise discharged as provided in the Resolution; provided, however, that the Participant may dispose of any property which in the judgment of its governing body is no longer useful or profitable to use in connection with the operation of the Wastewater Treatment System or essential to the continued operation thereof.

Section 10. Maintenance of Documents; Access. The Participant agrees to maintain its project accounts in accordance with generally accepted accounting principles ("GAAP") as issued by the Governmental Accounting Standards Board, including GAAP requirements relating to the reporting of infrastructure assets.

The Participant agrees to permit the Issuer or its duly authorized representative access to all files and documents relating to the Project for purposes of conducting audits and reviews in accordance with any of the Regulations.

Section 11. Continuing Disclosure. As a means of enabling the Issuer to comply with the "continuing disclosure" requirements set forth in Rule 15c2-12 (the "Rule") of the Securities and Exchange Commission, the Participant agrees, during the term of the Loan, but only upon written notification from the Issuer to the Participant that this Section 11 applies to such Participant for a particular fiscal year, to provide the Issuer with (i) the comprehensive audit report of the Participant, prepared and certified by an independent auditor or the State Auditor, or unaudited financial information if the audit is not available, not later than 180 days after the end of each fiscal year for which this section applies and (ii) such other information and operating data as the Issuer may reasonably request from time to time with respect to the Wastewater Treatment System, the Project or the Participant.

The Participant hereby consents to the inclusion of all or any portion of the foregoing information and materials in a public filing made by the Issuer under the Rule. The Participant agrees to indemnify and hold harmless the Issuer, and its officers, directors, employees and agents from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including attorney fees) which such indemnified party may incur by reason of or in

connection with the disclosure of information permitted under this Section; provided that no such indemnification shall be required for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of the Issuer in the disclosure of such information.

Section 12. Events of Default. If any one or more of the following events occur, it is hereby defined as and declared to constitute an "Event of Default" under this Agreement:

(a) Failure by the Participant to pay, or cause to be paid, any Loan repayment required to be paid under this Agreement when due, which failure shall continue for a period of fifteen (15) days.

(b) Failure by the Participant to make, or cause to be made, any required payments of principal, redemption premium, if any, and interest on any bonds, notes or other obligations of the Participant (other than the Loan and the Revenue Bond), the payment of which are secured by operating revenues of the Wastewater Treatment System.

(c) Failure by the Participant to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under the Agreement or the Resolution, other than the obligation to make Loan repayments, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Participant by the Issuer, unless the Issuer shall agree in writing to an extension of such time prior to its expiration or the failure stated in such notice is correctable but cannot be corrected in the applicable period, in which case the Issuer may not unreasonably withhold its consent to an extension of such time up to one hundred twenty (120) days from the delivery of the written notice referred to above if corrective action is commenced by the Participant within the applicable period and diligently pursued until the Event of Default is corrected.

Section 13. Remedies on Default. Whenever an Event of Default shall have occurred and be continuing, the Issuer shall have the right to take any action authorized under the Regulations, the Revenue Bond or this Agreement and to take whatever other action at law or equity may appear necessary or desirable to collect the amounts then due and thereafter to become due under the Agreement or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Participant under the Agreement or the Resolution.

Section 14. Amendments. This Agreement may not be amended, supplemented or modified except by a writing executed by all of the parties hereto.

Section 15. Termination. The Participant understands and agrees that the Loan may be terminated at the option of the Issuer if construction of the Project has not commenced within one year of the date of execution of this Agreement, all as set forth in the Regulations.

Section 16. Rule of Construction. This Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of that statute.

In the event of any inconsistency or conflict between the terms and conditions of the Revenue Bond and this Agreement or the Regulations, the parties acknowledge and agree that the terms of this Agreement or the Regulations, as the case may be, shall take precedence over any such terms of the Revenue Bond and shall be controlling, and that the payment of principal of the Loan shall at all times conform to the schedule set forth on Exhibit A, as adjusted, and the Regulations.

Section 17. Federal Requirements. The Participant agrees to comply with all applicable federal requirements including, but not limited to, Davis-Bacon wage requirements and the requirements relating to the use of American iron and steel products.

Section 18. Application of Uniform Electronic Transactions Act.

The Issuer and the Participant agree this Agreement and all documents related thereto and referenced herein may be entered into and provided for pursuant to and in accordance with Chapter 554D of the Code of Iowa.

Section 19. Finalization of Project Costs; Completion of Interest Rate Adjustment.

The Participant agrees that it will cooperate with the Issuer to finalize all Project costs and to take all action necessary to adjust the interest rate as determined by the Issuer regarding the Participant's outstanding Sewer Revenue Bonds, Series 2022A, dated May September 30, 2022.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF NEVADA, IOWA

By: _____
Ryan Condon, Mayor

Attest:

Kerin Wright, City Clerk

[Participant Signature Page to LDA]

IN WITNESS WHEREOF, I have hereunto affixed my signature all as of the date first above written.

IOWA FINANCE AUTHORITY

By: _____
Its:

[IFA Signature Page to LDA]

EXHIBIT A

**ESTIMATED DISBURSEMENTS AND
DEBT SERVICE REPAYMENT SCHEDULE**

EXHIBIT B

AUTHORIZATION/ISSUANCE RESOLUTION OF PARTICIPANT

FIRST AMENDMENT TO
LOAN AND DISBURSEMENT AGREEMENT
\$20,835,000 SEWER REVENUE BONDS

CITY OF NEVADA, IOWA

This First Amendment to Loan and Disbursement Agreement (the "Amendment") is made and entered into as of August 22, 2025, by and between the City of Nevada, Iowa (the "Participant") and the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa (the "Issuer"), and amends that certain Loan and Disbursement Agreement dated September 30, 2022, by and between the Issuer and the Participant (the "Original Agreement").

WHEREAS, the Issuer, in cooperation with the Iowa Department of Natural Resources, is authorized to undertake the creation, administration and financing of the Iowa Water Pollution Control Works Financing Program (the "Program") established in Iowa Code Sections 455B.291 through 455B.299; and

WHEREAS, pursuant to the Original Agreement, the Issuer provided a loan (the "Loan") to the Participant for the purpose of financing the costs of improvements and extensions to the Municipal Sanitary Sewer System; and

WHEREAS, the Participant will construct certain water resource restoration projects, and the Issuer has agreed to provide financing for such projects by decreasing the interest rate on the Loan; and

WHEREAS, the Participant has entered into a Water Resource Restoration Sponsored Project Performance Agreement (the "Performance Agreement") with Iowa Department of Natural Resources, and agency of the State of Iowa (the "Department") to ensure that the Project (as defined in the Performance Agreement) is constructed in accordance with the applicable design checklist and plans and specifications as approved by the Department;

NOW, THEREFORE, the parties agree as follows:

Section 1. Each reference to the amount of the Loan in the Original Agreement, and the associated Sewer Revenue Bonds, shall be amended to reflect a Rate (as defined in the Original Agreement) of 1.32%, which shall become effective as of June 1, 2025.

Section 2. The Issuer hereby consents to the amendment of the Resolution (as defined in the Original Agreement) by the Participant in order to reflect the reduction of the interest rate on the Loan.

Section 3. The Participant hereby confirms compliance with the Performance Agreement and agrees the Issuer may enforce and raise the interest rate of the Loan to the initial rate of interest to ensure compliance by the Participant with the Performance Agreement and in accordance with the Original Agreement.

Section 4. Except as otherwise provided in this Amendment, the provisions of the Original Agreement, as heretofore amended, are hereby ratified, approved and confirmed and incorporated herein.

IN WITNESS WHEREOF, I have hereunto affixed our signatures all as of the date first above written.

CITY OF NEVADA, IOWA

By: _____
Ryan Condon, Mayor

Attest:

Kerin Wright, City Clerk

IN WITNESS WHEREOF, I have hereunto affixed my signature all as of the date first above written.

IOWA FINANCE AUTHORITY

By: _____
Its:

City of Nevada (SRF Loan C1307R)
Sewer Revenue Bond
CS-1920945-R4



Loan summary

Loan Summary	
Loan Closing Date	Aug 22, 2025
Final Disbursement Date	May 29, 2026
Final Maturity Date	Jun 1, 2045
Loan Period in Years	20
Total Loaned Amount	\$ 2,000,000.00
0.5% Initiation Fee	10,000.00
Net Proceeds to Borrower	\$ 1,990,000.00
Annual Interest Rate	0.79%
Total Interest	\$ -
Servicing Fee Rate	0.25%
Total Servicing Fees	\$ -
Total Loan Costs	\$ 10,000.00

Estimated Draw Schedule

Estimated Draw Schedule		
Initiation Fee -	Aug 22, 2025	10,000.00
P & D Payoff -	Aug 22, 2025	-
Estimated Draw #1-	Sep 26, 2025	1,500,000.00
Estimated Draw #2-	Oct 31, 2025	100,000.00
Estimated Draw #3-	Dec 5, 2025	150,000.00
Estimated Draw #4-	Jan 9, 2026	90,000.00
Estimated Draw #5-	Feb 13, 2026	40,000.00
Estimated Draw #6-	Mar 20, 2026	40,000.00
Estimated Draw #7-	Apr 24, 2026	40,000.00
Estimated Draw #8-	May 29, 2026	30,000.00
Total Loaned Amount		2,000,000.00

Payment Date	Beginning Balance	Principal	Interest	Servicing Fee	Total Loan Payment	Total Annual Debt Service	Ending Balance
Dec 1, 2025	1,610,000.00						
Jun 1, 2026	1,970,000.00	89,000.00				89,000.00	1,911,000.00
Dec 1, 2026	1,900,000.00						
Jun 1, 2027	1,900,000.00	89,000.00				89,000.00	1,822,000.00
Dec 1, 2027	1,800,000.00						
Jun 1, 2028	1,800,000.00	89,000.00				89,000.00	1,733,000.00
Dec 1, 2028	1,700,000.00						
Jun 1, 2029	1,700,000.00	89,000.00				89,000.00	1,644,000.00
Dec 1, 2029	1,600,000.00						
Jun 1, 2030	1,600,000.00	89,000.00				89,000.00	1,555,000.00
Dec 1, 2030	1,500,000.00						
Jun 1, 2031	1,500,000.00	89,000.00				89,000.00	1,466,000.00
Dec 1, 2031	1,400,000.00						
Jun 1, 2032	1,400,000.00	89,000.00				89,000.00	1,377,000.00
Dec 1, 2032	1,300,000.00						
Jun 1, 2033	1,300,000.00	89,000.00				89,000.00	1,288,000.00
Dec 1, 2033	1,200,000.00						
Jun 1, 2034	1,200,000.00	89,000.00				89,000.00	1,199,000.00
Dec 1, 2034	1,100,000.00						
Jun 1, 2035	1,100,000.00	89,000.00				89,000.00	1,110,000.00
Dec 1, 2035	1,000,000.00						
Jun 1, 2036	1,000,000.00	89,000.00				89,000.00	1,021,000.00
Dec 1, 2036	900,000.00						
Jun 1, 2037	900,000.00	89,000.00				89,000.00	932,000.00
Dec 1, 2037	800,000.00						
Jun 1, 2038	800,000.00	89,000.00				89,000.00	843,000.00
Dec 1, 2038	700,000.00						
Jun 1, 2039	700,000.00	89,000.00				89,000.00	754,000.00
Dec 1, 2039	600,000.00						
Jun 1, 2040	600,000.00	89,000.00				89,000.00	665,000.00
Dec 1, 2040	500,000.00						
Jun 1, 2041	500,000.00	89,000.00				89,000.00	576,000.00
Dec 1, 2041	400,000.00						
Jun 1, 2042	400,000.00	144,000.00				144,000.00	432,000.00
Dec 1, 2042	300,000.00						
Jun 1, 2043	300,000.00	144,000.00				144,000.00	288,000.00
Dec 1, 2043	200,000.00						
Jun 1, 2044	200,000.00	144,000.00				144,000.00	144,000.00
Dec 1, 2044	100,000.00						
Jun 1, 2045	100,000.00	144,000.00				144,000.00	0.00

City of Nevada (SRF Loan C1307R)
Sewer Revenue Bond
CS-1920945-R4



Loan summary

Loan Closing Date	Jun 1, 2025
Final Disbursement Date	Jul 20, 2025
Final Maturity Date	Jun 1, 2052
Loan Period in Years	27
Total Loaned Amount	\$ 20,835,000.00
0.5% Initiation Fee	-
Net Proceeds to Borrower	\$ 20,835,000.00
Annual Interest Rate	1.32% effective 6.125
Total Interest	\$ 6,176,134.80
Servicing Fee Rate	0.25%
Total Servicing Fees	\$ 1,169,722.50
Total Loan Costs	\$ 7,345,857.30

Estimated Draw Schedule

Loan Balance-	Jun 1, 2025	20,835,000.00
Total Loaned Amount		20,835,000.00

Payment Date	Beginning Balance	Principal	Interest	Servicing Fee	Total Loan Payment	Total Annual Debt Service	Ending Balance
Dec 1, 2025	20,835,000.00		137,511.00	26,043.75	163,554.75		20,835,000.00
Jun 1, 2026	20,835,000.00	1,000.00	137,511.00	26,043.75	164,554.75	328,109.50	20,834,000.00
Dec 1, 2026	20,834,000.00		137,504.40	26,042.50	163,546.90		20,834,000.00
Jun 1, 2027	20,834,000.00	1,000.00	137,504.40	26,042.50	164,546.90	328,093.80	20,833,000.00
Dec 1, 2027	20,833,000.00		137,497.80	26,041.25	163,539.05		20,833,000.00
Jun 1, 2028	20,833,000.00	1,000.00	137,497.80	26,041.25	164,539.05	328,078.10	20,832,000.00
Dec 1, 2028	20,832,000.00		137,491.20	26,040.00	163,531.20		20,832,000.00
Jun 1, 2029	20,832,000.00	1,000.00	137,491.20	26,040.00	164,531.20	328,062.40	20,831,000.00
Dec 1, 2029	20,831,000.00		137,484.60	26,038.75	163,523.35		20,831,000.00
Jun 1, 2030	20,831,000.00	1,000.00	137,484.60	26,038.75	164,523.35	328,046.70	20,830,000.00
Dec 1, 2030	20,830,000.00		137,478.00	26,037.50	163,515.50		20,830,000.00
Jun 1, 2031	20,830,000.00	1,000.00	137,478.00	26,037.50	164,515.50	328,031.00	20,829,000.00
Dec 1, 2031	20,829,000.00		137,471.40	26,036.25	163,507.65		20,829,000.00
Jun 1, 2032	20,829,000.00	1,000.00	137,471.40	26,036.25	164,507.65	328,015.30	20,828,000.00
Dec 1, 2032	20,828,000.00		137,464.80	26,035.00	163,499.80		20,828,000.00
Jun 1, 2033	20,828,000.00	1,000.00	137,464.80	26,035.00	164,499.80	327,999.60	20,827,000.00
Dec 1, 2033	20,827,000.00		137,458.20	26,033.75	163,491.95		20,827,000.00
Jun 1, 2034	20,827,000.00	1,000.00	137,458.20	26,033.75	164,491.95	327,983.90	20,826,000.00
Dec 1, 2034	20,826,000.00		137,451.60	26,032.50	163,484.10		20,826,000.00
Jun 1, 2035	20,826,000.00	1,000.00	137,451.60	26,032.50	164,484.10	327,968.20	20,825,000.00
Dec 1, 2035	20,825,000.00		137,445.00	26,031.25	163,476.25		20,825,000.00
Jun 1, 2036	20,825,000.00	1,000.00	137,445.00	26,031.25	164,476.25	327,952.50	20,824,000.00
Dec 1, 2036	20,824,000.00		137,438.40	26,030.00	163,468.40		20,824,000.00
Jun 1, 2037	20,824,000.00	1,000.00	137,438.40	26,030.00	164,468.40	327,936.80	20,823,000.00
Dec 1, 2037	20,823,000.00		137,431.80	26,028.75	163,460.55		20,823,000.00
Jun 1, 2038	20,823,000.00	1,000.00	137,431.80	26,028.75	164,460.55	327,921.10	20,822,000.00
Dec 1, 2038	20,822,000.00		137,425.20	26,027.50	163,452.70		20,822,000.00
Jun 1, 2039	20,822,000.00	1,000.00	137,425.20	26,027.50	164,452.70	327,905.40	20,821,000.00
Dec 1, 2039	20,821,000.00		137,418.60	26,026.25	163,444.85		20,821,000.00
Jun 1, 2040	20,821,000.00	1,000.00	137,418.60	26,026.25	164,444.85	327,889.70	20,820,000.00
Dec 1, 2040	20,820,000.00		137,412.00	26,025.00	163,437.00		20,820,000.00
Jun 1, 2041	20,820,000.00	1,000.00	137,412.00	26,025.00	164,437.00	327,874.00	20,819,000.00
Dec 1, 2041	20,819,000.00		137,405.40	26,023.75	163,429.15		20,819,000.00
Jun 1, 2042	20,819,000.00	720,000.00	137,405.40	26,023.75	883,429.15	1,046,858.30	20,099,000.00
Dec 1, 2042	20,099,000.00		132,653.40	25,123.75	157,777.15		20,099,000.00
Jun 1, 2043	20,099,000.00	1,835,000.00	132,653.40	25,123.75	1,992,777.15	2,150,554.30	18,264,000.00
Dec 1, 2043	18,264,000.00		120,542.40	22,830.00	143,372.40		18,264,000.00
Jun 1, 2044	18,264,000.00	1,872,000.00	120,542.40	22,830.00	2,015,372.40	2,158,744.80	16,392,000.00
Dec 1, 2044	16,392,000.00		108,187.20	20,490.00	128,677.20		16,392,000.00
Jun 1, 2045	16,392,000.00	1,910,000.00	108,187.20	20,490.00	2,038,677.20	2,167,354.40	14,482,000.00
Dec 1, 2045	14,482,000.00		95,581.20	18,102.50	113,683.70		14,482,000.00
Jun 1, 2046	14,482,000.00	1,948,000.00	95,581.20	18,102.50	2,061,683.70	2,175,367.40	12,534,000.00
Dec 1, 2046	12,534,000.00		82,724.40	15,667.50	98,391.90		12,534,000.00
Jun 1, 2047	12,534,000.00	1,987,000.00	82,724.40	15,667.50	2,085,391.90	2,183,783.80	10,547,000.00
Dec 1, 2047	10,547,000.00		69,610.20	13,183.75	82,793.95		10,547,000.00
Jun 1, 2048	10,547,000.00	2,027,000.00	69,610.20	13,183.75	2,109,793.95	2,192,587.90	8,520,000.00
Dec 1, 2048	8,520,000.00		56,232.00	10,650.00	66,882.00		8,520,000.00
Jun 1, 2049	8,520,000.00	2,067,000.00	56,232.00	10,650.00	2,133,882.00	2,200,764.00	6,453,000.00
Dec 1, 2049	6,453,000.00		42,589.80	8,066.25	50,656.05		6,453,000.00
Jun 1, 2050	6,453,000.00	2,108,000.00	42,589.80	8,066.25	2,158,656.05	2,209,312.10	4,345,000.00
Dec 1, 2050	4,345,000.00		28,677.00	5,431.25	34,108.25		4,345,000.00
Jun 1, 2051	4,345,000.00	2,151,000.00	28,677.00	5,431.25	2,185,108.25	2,219,216.50	2,194,000.00
Dec 1, 2051	2,194,000.00		14,480.40	2,742.50	17,222.90		2,194,000.00
Jun 1, 2052	2,194,000.00	2,194,000.00	14,480.40	2,742.50	2,211,222.90	2,228,445.80	0.00

Farmers Market

Item # 7B
Date: 7/28/25

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the 7/28/25 Council Agenda

Business Name Cloud Wine Phone Number _____

Address _____

Manager's Name _____ Phone Number _____

Address _____

Owners Name _____ Phone Number _____

Address _____

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

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

7-16-25
Date

RAIZ
FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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

No orders Farmer's market



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
CLOUD WINE, LLC	Lucky Wife Wine Slushies	(515) 368-0295		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
6th Street	between Lincoln Highway and K Avenue	Nevada	Story	50201
MAILING ADDRESS	CITY	STATE	ZIP	
1961 150th Street	Humboldt	Iowa	50548	

Contact Person

NAME	PHONE	EMAIL
Dawn Thompson	(515) 368-0295	luckywifewineslushies4@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Special Class C Retail Alcohol License	5 Day	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Aug 1, 2025	Aug 5, 2025	

SUB-PERMITS

Special Class C Retail Alcohol License

1/2 mile

Customers — Vendors —



1/2 mile
Hwy

ORDINANCE NO. 1070 (2025/2026)

AN ORDINANCE AMENDING CHAPTER 50 OF THE NEVADA MUNICIPAL CODE (NUISANCE ABATEMENT PROCEDURE) TO DECLARE STORAGE USES ON THE FIRST FLOOR OF MULTI-STORY BUILDINGS IN THE DOWNTOWN CORRIDOR DISTRICT A PUBLIC NUISANCE

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

SECTION 1. SECTION ADDED. The Codes of Ordinances of the City of Nevada is amended by adding a new section to Chapter 50 (Nuisance Abatement Procedure); Section 50.02(12) titled Visible Interior Storage in Downtown Corridor, is hereby adopted to read as follows:

50.02(12) Visible Interior Storage in Downtown Corridor.

(A) The use of first-floor space in multi-story buildings within the Downtown Corridor (DC) District for excessive or unmanaged storage, where such storage is visible from the public right-of-way and detracts from the appearance, safety, or economic vitality of the district, is hereby declared a public nuisance.

(B) This provision applies only to buildings that are more than one story in height.

(C) For the purposes of this section, “storage” means the accumulation of goods, materials, boxes, furnishings, or other items in a manner that is not part of an active commercial display or permitted use; obstructs visibility into or out of the premises; creates a cluttered, disorganized, or unsafe appearance; or is excessive in volume or duration relative to the intended use of the space.

SECTION 2. REPEALER. All ordinances and resolutions or parts thereof, in conflict herewith are hereby repealed.

SECTION 3. SEVERABILITY. 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 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and approved 1st Reading on this ____th day of _____, 2025.

Passed and approved 2nd Reading on this ____th day of _____, 2025.

Passed and approved 3rd and final Reading on this ____th day of _____, 2025.

Ryan Condon, Mayor

Kerin Wright, City Clerk

ORDINANCE NO. 1071 (2025/2026)

AN ORDINANCE AMENDING CHAPTER 145 OF THE NEVADA MUNICIPAL CODE (DANGEROUS BUILDINGS) WITH REGARD TO STORAGE USES WHICH MAY CREATE A FIRE HAZARD

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

SECTION 1. SECTION AMENDED. The Codes of Ordinances of the City of Nevada is amended by adding the following underlined language to Chapter 145 (Dangerous Buildings); Section 145.03(4) titled Fire Hazard, to read as follows:

4. Fire Hazard. Whenever any building or structure, because of dilapidated condition, deterioration, damage, or other cause, is determined by the Fire Marshal or Fire Chief to be a fire hazard.

The accumulation of excessive or unmanaged storage may be determined by the Fire Marshal or Fire Chief to be a fire hazard, in the event such storage of combustible materials such as papers, cartons, magazines, paints, sprays, old clothing, furniture or similar materials have the potential to create a fire hazard.

SECTION 2. REPEALER. All ordinances and resolutions or parts thereof, in conflict herewith are hereby repealed.

SECTION 3. SEVERABILITY. 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 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and approved 1st Reading on this ____th day of _____, 2025.

Passed and approved 2nd Reading on this ____th day of _____, 2025.

Passed and approved 3rd and final Reading on this ____th day of _____, 2025.

Ryan Condon, Mayor

Kerin Wright, City Clerk

ORDINANCE NO. 1072 (2025/2026)

AN ORDINANCE AMENDING CHAPTER 165 OF THE NEVADA MUNICIPAL CODE (LAND DEVELOPMENT – ZONING REGULATIONS) TO PROHIBIT STORAGE USES ON THE FIRST FLOOR OF MULTI-STORY BUILDINGS IN THE DOWNTOWN CORRIDOR DISTRICT

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

SECTION 1. SECTION ADDED. The Codes of Ordinances of the City of Nevada is amended by adding a new section to Chapter 165 (Land Development – Zoning Regulations); Section 165.16(4) titled Storage Use Restrictions in the DC District, is hereby adopted to read as follows:

165.16 Supplemental Use Regulations: Storage Use Restrictions in the DC District.

- A. In the Downtown Corridor (DC) District, the use of the first floor of any building with more than one story for storage purposes is prohibited, except where such storage is clearly incidental and accessory to a permitted principal use on the same floor.
- B. This restriction shall not apply to buildings that are one story in height.
- C. For the purposes of this section, “storage” shall mean the use of space for the keeping of goods, materials, equipment, or personal property not intended for immediate sale, display, or active use.

SECTION 2. REPEALER. All ordinances and resolutions or parts thereof, in conflict herewith are hereby repealed.

SECTION 3. SEVERABILITY. 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 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and approved 1st Reading on this ____th day of _____, 2025.

Passed and approved 2nd Reading on this ____th day of _____, 2025.

Passed and approved 3rd and final Reading on this ____th day of _____, 2025.

Ryan Condon, Mayor

Kerin Wright, City Clerk

City Administrators Report

July 10-July 24, 2025

Tobacco/ Vape Shops

There has been considerable statewide discussion in recent weeks concerning the increasing number of vape shops appearing in communities across Iowa. This issue has also been a point of concern here in Nevada, as we consider how best to manage and potentially limit the proliferation of these establishments within our jurisdiction. To move forward thoughtfully, it will be important for us to obtain a legal opinion from our city attorney regarding what regulatory tools or zoning mechanisms may be available to us. Other municipalities are currently exploring similar measures, looking for effective ways to control or restrict the growth of vape shops in their neighborhoods. One notable example is the City of Des Moines, where the rapid increase in vape shop openings over the past few years has prompted active conversations around potential policy solutions. They, like many others, are navigating the legal and practical challenges of implementing limits. I will continue to monitor the approaches being taken by these communities and track any outcomes or successful models that emerge. Additionally, I plan to speak with Erin to determine whether there have been any documented successes in other jurisdictions that could help inform our strategy here in Nevada.

Storage

Included on the agenda are three proposed ordinances, each addressing a common issue related to the use of downtown commercial storefronts as storage facilities. While these ordinances appear separately, they are all part of a unified effort to establish clear guidelines regarding this practice within our downtown corridor. As has been discussed in recent meetings, the City has observed where certain storefronts—particularly in the downtown district—are being used primarily for storage purposes rather than for active commercial, retail, or public-facing operations. This has raised several concerns. In a few instances, such use has created safety issues, including potential fire hazards, due to the nature and volume of materials being stored in spaces that are not designed or equipped for such purposes. To address this issue comprehensively, we are proposing updates across three distinct sections of the municipal code. Each ordinance corresponds to a different section where regulations regarding building use, zoning, or safety standards are codified. By amending these sections simultaneously, we aim to ensure consistency in enforcement and eliminate any ambiguity that might arise from fragmented policy language. These ordinances reflect our ongoing commitment to maintaining a vibrant, safe, and functional downtown district.

Benches and Trash cans

To continue enhancing the overall experience of our downtown district, we have placed an order for additional benches and trash receptacles. These new amenities are intended specifically for placement in the northern section of the downtown area, where we've identified a need. Once the benches and receptacles are delivered, staff will identify optimal locations for installation, prioritizing areas with high pedestrian traffic or limited existing amenities.

City Street Shed

Early this morning, an electrical fire occurred at the Streets Department shed, resulting in a complete power outage at the facility. Fortunately, no personnel were present at the time of the incident, and initial assessments indicate that the structure sustained minimal physical damage.

The fire was promptly reported thanks to a County employee who happened to be working nearby and noticed the issue. Their quick response allowed for timely notification and mitigation, helping to prevent further damage. We have since contacted Williamson Electric to assist with the response. In the interim, a generator has been brought in and connected to provide temporary power to the facility. Jeremy is currently working on the necessary rewiring to safely and fully restore the electrical service. At this time, the specific cause of the fire is still unknown. However, we are actively investigating the incident and have notified our insurance provider to ensure proper documentation. We will continue to provide updates as repairs progress and more information becomes available regarding the cause of the fire and the timeline for full restoration of services.

Punchlist

Earlier this week, Devin, Mike, Logan, and I conducted a thorough walkthrough of the new lift station facility. This site inspection was conducted in preparation for HR Green to develop a formal punch list of outstanding items that need to be addressed prior to final acceptance. This walkthrough represents a key step in the project closeout process, ensuring that any remaining deficiencies or incomplete elements are properly identified and documented. HR Green will issue the punch list following the upcoming City Council meeting on Monday. Both the lift station structure and the facility are scheduled to be presented for substantial completion during that meeting. Reaching this stage is a significant milestone, and it's encouraging to see the project nearing final delivery after years of planning and construction.

SRF Meetings

Our scheduled SRF (State Revolving Fund) meetings for this week were unfortunately canceled due to the significant rainfall we experienced over the past several days. The persistent weather conditions led to localized flooding in several areas, making site access and productive discussion impractical at this time. Despite this delay, we remain actively engaged in advancing the project, particularly the planned extension further down the creek. Discussions with HR Green have continued as we work through design considerations and technical details necessary for plan development. These conversations are helping to shape the scope and direction of the next phase of the project. Given the current pace and the steps required for design finalization and permitting, we anticipate that the project will be ready to begin in the spring of next year. While the SRF process does involve a number of procedural and planning stages, we are confident that our continued coordination will keep us on track to initiate construction within that timeframe. We will reschedule the SRF meetings once conditions improve and will provide additional updates as planning progresses.

Main Street Iowa Visit

On July 15th, we hosted representatives from Main Street Iowa for their scheduled visit to our community. Overall, the visit went well and provided a valuable opportunity to showcase the progress we've made in our downtown district, highlight recent initiatives, and engage in productive conversations about future goals and challenges. The Main Street Iowa team offered positive feedback on several of our efforts, including our streetscape improvements, community engagement strategies, and commitment to revitalizing our commercial core. Their visit served as both a recognition of our work and a constructive check-in on our long-term vision.

As with any organization focused on continuous improvement, the visit also revealed some areas where we still have work to do. These include enhancing coordination among stakeholders, refining our promotional strategies, and further aligning our goals with the core principles of the Main Street program. Their insights were helpful and will guide some of our focus moving

forward. We appreciate the time and attention Main Street Iowa gave to our community, and we will use their feedback to continue strengthening our program and ensuring its long-term success.

Dog Park

The Mayor has been actively exploring potential locations for a future dog park within the community, and I've been collaborating closely with him, along with Brenda and Rhonda, to identify a site that would best serve residents and their pets. After reviewing several possibilities, we believe that the Mardean area presents a promising option. This location was selected based on both its accessibility and the high number of dog owners residing nearby. Additionally, the site offers a layout that lends itself well to a fenced park environment. We have already developed a preliminary conceptual design for the area to help guide planning and cost estimation. As part of the next steps, I've shared the initial design drawings with a few fencing contractors and requested estimates for the cost of installing perimeter fencing. These estimates will help inform budget planning and determine the feasibility of moving forward with the project at this location. We're optimistic about the potential for the Mardean site and will continue refining the concept and gathering input as we work toward making the dog park a reality.

I & I

As noted in my previous report, we have been actively investigating recent inflow and infiltration (I&I) concerns within our sanitary sewer system. These issues have become more pronounced in recent weeks due to the unusually high levels of rainfall we've experienced—well above typical seasonal averages. The increased precipitation has placed additional strain on the system and highlighted several areas of concern that warrant further investigation. Following additional discussions with staff and our consulting partners, we've determined that the most effective next step is to conduct smoke testing across the entire community. This comprehensive approach will allow us to identify and isolate specific locations where stormwater or groundwater is entering the sanitary sewer system—whether through cracked pipes, bad connections, or compromised manholes. Smoke testing is a proven diagnostic tool in identifying I&I sources quickly and efficiently, and conducting it on a town-wide scale will provide the data we need to prioritize repairs and mitigate future problems. Planning for the logistics of the testing is now underway, and we will communicate next steps, timelines, and public notices as the process moves forward.

Monthly Meetings

Foundation

NEDC Exec

Rotary

Wall that heals



STAFF MEETING AGENDA
July 21, 2025

A. Old Business

- a. City Administrator
 - i. CDBG- Environmental, Historical
 - ii. Alynea
 - iii. I and I
 - iv. Sidewalk Program
 - v. Oak Park Trail
 - vi. SS4A
 - vii. 2040 plan
 - viii. RR
 - ix. 51 Acres
 - x. Decommission, future plans
 - xi. Splashpad
 - xii. Northview
 - xiii. Capstone
 - xiv. Trailside-Keystone; additional lots
 - xv. WWTP- DNR, other Factors
 - xvi. Collector line
 - xvii. Kading Property-Closed
 - xviii. Street Lights, benches, trash cans

For: July 28, 2025 Council Meeting

To: Mayor
Nevada City Council
City Administrator

From: Amanda Brewer, Library Director

**Nevada Public Library
Council Report**

MY REPORT

As we close out the month of July, we also close out our 2025 Summer Reading Program for our Youth. Final program, a HUGE foam party, is scheduled for Friday, August 1st. We appreciate our street department, as they always help us block off the road on the South side of the library for this final summer party.

We were reviewing our 2024/2025 annual statistics recently and our overall circulation went up 8%. DVD and Audiobooks continue to have the steepest decrease in usage. We will continue to monitor this and change our spending and budgeting accordingly as people shift over to digital media..



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

Ryan Condon
American Legion
1331 6th Street
Nevada, Iowa 50201
Rycon46@hotmail.com

Date: Thursday, July 24, 2025

RE: Road Closure request

Dear Ryan:

I received your email dated June 12th, 2025 reference a road closure. We have had several subsequent conversations about your road closure request. This road closure request is for September 20, 2025. The closure request time is from 5:00PM to 9:00PM. The request will support block party. The following closure is requested:

- Close 6th Street from the north side of M Avenue to the south side of N Avenue.

Your request for this street closure is approved.

You have stated you have spoken to neighbors who may be affected by this road closure. You have stated that several of the businesses in the area will be closed or participating in the event. You have stated the one residential location in the area will not be affected.

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

As a reminder, this road closure request does not change the area of the American Legion's liquor license. All sales and consumption must remain in the licensed area.

You are responsible for the closure and appropriate marking. Closures must be placed at the associated closure locations. Any barricades should clearly establish a barrier between the closed roadway and the travel portion of the road. If you need to rent barricades, you may contact Street Department Superintendent Joe Mousel and make arrangements for equipment to stop and/or direct traffic. Mr. Mousel can be reached Monday through Friday between 8:00 a.m. and 4:00 p.m. by calling his office at 515-382-4813. There are rental and deposit fees associated with the use of barricade equipment. It would be your responsibility to make these arrangements with Mr. Mousel.

This scanned copy should suffice if there are questions. If you prefer a copy with original signature let me know. If I missed or misconstrued something please let me know.

Respectfully

Chris Brandes
Public Safety Director
Chief of Police
Nevada Public Safety Department

Cc: Jordan Cook, City Administrator
Joe Mousel, Street Department
Command Staff NPSD
Mayor, City Council