

# AGENDA REGULAR MEETING OF THE NEVADA CITY COUNCIL MONDAY, OCTOBER 26, 2020 – 6:00 P.M. NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6<sup>TH</sup> 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, seating is limited to 10 people to ensure social distancing, but there is the option to participate via zoom, so long as that option is

available.

https://us02web.zoom.us/j/87961733099?pwd=UERoTDIIUXZHczZIQi9ML0ZOeEIOdz09

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

Webinar ID: 879 6173 3099 Password: 287321

\*If you would like to speak 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 <a href="mailto:kwright@cityofnevadaiowa.org">kwright@cityofnevadaiowa.org</a>
by 4:00 p.m. Monday, October 26th

- 1. Call the Meeting to Order
- 2. Roll Call
- 3. Approval of the Agenda
- PUBLIC HEARING(S)
  - A. Flood Plain Ordinance Amendment
    - 1. Public Hearing
    - Ordinance No. 1015 (2020/2021): An Ordinance adopting FEMA Floodplain Management
- 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 October 12, 2020

- B. Approve Payment of Cash Disbursements, including Check Numbers 74560-74644 and Electronic Numbers 847-853 (Inclusive) Totaling \$996,849.76 (See attached list)
- C. Approve Financial Reports for Month of September, 2020
- D. Approve Renewal of Class E Liquor License, Class B Native Wine Permit, and Sunday Sales Privileges for Good & Quick Co., 519 Lincoln Hwy, Effective December 5, 2020
- E. Approve 2021 Wellness program
- 6. PUBLIC FORUM: Time set aside for comments from the public on topics of City business other than those listed on the agenda no action may be taken. (Please keep your comments to five minutes or less.) This is an opportunity for members of the audience to bring to the Council's attention any item not listed on the agenda. Comments are limited to five (5) minutes per citizen, and the City will notify citizens when their time has expired. Speakers may not yield their times to others, and as a general rule this is not a time for exchange of questions. The Mayor has the authority to reduce the time allowed for comment in accordance with the number of persons present and signed up to speak.
  - A. Story County representatives Keith Morgan and Les White will present their initiatives regarding the Covid-19 Pandemic

#### 7. OLD BUSINESS

- A. Ordinance No. 1014 (2020/2021): An Ordinance Amending Original Ordinance Designating an Area of Nevada, Iowa as the Nevada Urban Revitalization Area, third and final reading
- B. Resolution No. 035 (2020/2021): A Resolution approving Development Agreement with On Track Construction, LLC, Authorizing Annual Appropriation Tax Increment Payments Pledging Certain Tax Increment Revenues to the Payment of the Agreement
- C. Resolution No. 036 (2020/2021): A Resolution approving Development Agreement with Mid-States Material Handling & Fabrication, Inc., Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement
- D. Resolution No. 037 (2020/2021): A Resolution approving Development Agreement with South Glen, LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement
- E. Resolution No. 040 (2020/2021): A Resolution approving the Final Plat for West F Avenue Industrial Park Subdivision
- F. Discussion and Appropriate Follow-up on 30-day Review of previous Resolution No. 047C, Revised (2020/2021): A Resolution taking Appropriate Emergency Measures during the COVID-19 Pandemic
- G. Approve support amount of \$7,500 for the Community Vision 2050 Planning

#### 8. NEW BUSINESS

- A.. Resolution No. 041 (2020/2021): A Resolution Adopting the Procurement Policy
- B. Resolution No. 042 (2020/2021): A Resolution Adopting the Segregation of Duties Policy

- C. Approve HR Green Professional Services Agreement for Nevada Wastewater Treatment Facility (WWTF) Improvements-Phase 1 Construction Phase Services not to exceed \$199,000
- D. Resolution No. 043 (2020/2021): A Resolution setting the date for public hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement to borrow money thereunder in a principal amount not to exceed \$1,500,000
- E. Resolution No. 044 (2020/2021): A Resolution setting the date for public hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement to borrow money thereunder in a principal amount not to exceed \$3,400,000
- F. Approve Purchase of Plow Truck for Streets Department
- G. Resolution No. 045 (2020/2021): A Resolution Approving a Memorandum of Understanding between City of Nevada, Iowa and Public Professional and Maintenance Employees Local 2003 IUPAT for the Period of July 1, 2018 to June 30, 2021 and Authorizing and Directing Signing of the MOU to the Union Contract
- H. Resolution No. 046 (2020/2021): A Resolution Adopting the Covid-19 Policy
- 9. REPORTS City Administrator/Mayor/Council/Staff
- 10. CLOSED SESSION: Closed Session pursuant to authority found in Iowa Code 21.5 (1) (c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.

Discussion and appropriate follow-up on Closed Session pursuant to authority found in lowa Code 21.5 (1) (c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.

#### 11. ADJOURN

The agenda was	posted on th	e official l	bulletin	board	on	October	22,	2020,	in	compliance with
the requirements							100	W.		(8)/
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## AGENDA MEMO REGULAR MEETING OF THE NEVADA CITY COUNCIL MONDAY, OCTOBER 26, 2020 – 6:00 P.M. NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6<sup>TH</sup> STREET

#### 4. PUBLIC HEARING

A. Ordinance No. 1015 (2020/2021): An Ordinance adopting FEMA Floodplain Management. Enclosed you shall find a memo from P&Z Supervisor Cole, the proposed Ordinance for first reading, a map showing the area in Nevada and the current code that will be replaced by Ordinance No 1015. Approval of first reading is recommended.

#### 7. OLD BUSINESS

- A. Ordinance No. 1014 (2020/2021): An Ordinance Amending Original Ordinance Designating an Area of Nevada, Iowa as the Nevada Urban Revitalization Area, third and final reading. Enclosed you shall see the Ordinance for final approval.
- B. Resolution No. 035 (2020/2021): A Resolution approving Development Agreement with On Track Construction, LLC, Authorizing Annual Appropriation Tax Increment Payments Pledging Certain Tax Increment Revenues to the Payment of the Agreement. Enclosed you shall see the resolution and proposed agreement with On Track Construction, LLC. Approval is recommended.
- C. Resolution No. 036 (2020/2021): A Resolution approving Development Agreement with Mid-States Material Handling & Fabrication, Inc., Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement. Enclosed you shall see the resolution and proposed agreement with Mid-States Material Handling & Fabrication, Inc. Approval is recommended.
- D. Resolution No. 037 (2020/2021): A Resolution approving Development Agreement with South Glen, LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement. Enclosed you shall see the resolution and proposed agreement with South Glen, LLC. Approval is recommended.
- E. Resolution No. 040 (2020/2021): A Resolution approving the Final Plat for West F Avenue Industrial Park Subdivision. Enclosed you shall see P&Z Supervisor Cole's memo and the resolution. Also enclosed is the final plat along with the application and supporting documents. Approval is recommended.
- F. Discussion and Appropriate Follow-up on 30-day Review of previous Resolution No. 047C, Revised (2020/2021): A Resolution taking Appropriate Emergency Measures during the COVID-19 Pandemic, Enclosed you shall see Resolution No. 047C for review.

G. Approve Support of \$7,500 for the Community Vision 2050 Planning. Enclosed you shall see the proposal for Community-Wide Strategic Planning from the University of Northern Iowa's Institute for Decision Making. The amount proposed the City pays is \$7,500

#### 8. NEW BUSINESS

- A. Resolution No. 041 (2020/2021): A Resolution Adopting the Procurement Policy. Enclosed you shall see a resolution and the proposed policy. The previous policy was put in place in 2009 and needed updating. Additional appendixes were added to include Federal procurement, a requirement to receive Federal funds. Also enclosed is the current policy. Approval is recommended.
- B. Resolution No. 042 (2020/2021): A Resolution Adopting the Segregation of Duties Policy. Enclosed you shall see a resolution and proposed policy. This is a requirement to receive Federal Funds. Approval is recommended.
- C. Approve HR Green Professional Services Agreement for Nevada Wastewater Treatment Facility (WWTF) Improvements-Phase 1 Construction Phase Services not to exceed \$199,000. Enclosed you shall see the agreement. Approval is recommended.
- D. Resolution No. 043 (2020/2021): A Resolution setting the date for public hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement to borrow money thereunder in a principal amount not to exceed \$1,500,000. Enclosed you shall see a Memorandum from our financial advisor Michael Maloney detailing the enclosed resolution and timeline to begin the State Revolving Fund (SRF) loan for the construction of the new wastewater treatment facility. Approval is recommended.
- E. Resolution No. 044 (2020/2021): A Resolution setting the date for public hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement to borrow money thereunder in a principal amount not to exceed \$3,400,000. Enclosed you shall the resolution to begin the process for the planning and design SRF loan. Approval is recommended.
- F. Approve Purchase of Plow Truck for Streets Department. Enclosed you shall see an action form for a plow truck.
- G. Resolution No. 045 (2020/2021): A Resolution Approving a Memorandum of Understanding between City of Nevada, Iowa and Public Professional and Maintenance Employees Local 2003 IUPAT for the Period of July 1, 2018 to June 30, 2021 and Authorizing and Directing Signing of the MOU to the Union Contract. Enclosed you shall see a resolution and the Memorandum of Understanding to amend the current Union Contract. Because of our Full Time Equivalent employee count we were required by law to change the way our benefits were provided. Approval is recommended.
- H. Resolution No. 046 (2020/2021): A Resolution Adopting the Covid-19 Policy. Enclosed you shall see a resolution and proposed policy outlining the process to follow in the event an employee is exposed or contracts Covid-19. Approval is recommended.

### Public Hearing for Floodplain Management

**Ordinance:** The Federal Emergency Management Agency (FEMA) has completed a Flood Insurance Study with a new set of maps and has included a model ordinance to accompany it. The City must approve the model ordinance & maps prior to January 15, 2021 to be included in the National Flood Insurance program. The Planning & Zoning Commission recommended approval to the City Council on Monday October 5<sup>th</sup>.

#### ORDINANCE NO. 1015 (2020/2021)

## AN ORDINANCE AMENDING CHAPTER 165 (LAND DEVELOPMENT – ZONING REGULATIONS), SECTION 15 (FP/FW FLOODPLAIN/FLOODWAY OVERLAY DISTRICT) BY AMENDING PROVISIONS PERTAINING TO FLOODPLAIN MANAGEMENT REGULATIONS

BE IT ENACTED by the City Council of the City of Nevada, Iowa,

SECTION 1. SECTION MODIFIED. The Code of Ordinances of the City of Nevada, lowa, is amended by repealing Chapter 165 (Land Development – Zoning Regulations), Section 15 (FP/FW Floodplain/Floodway Overlay District) and the following adopted in lieu thereof:

#### 165.15 FLOODPLAIN MANAGEMENT REGULATIONS

- 1. Definitions: Unless specifically defined below, words or phrases used in this Ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this Ordinance its most reasonable application.
  - A. APPURTENANT STRUCTURE A structure which is on the same parcel of the property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.
  - B. BASE FLOOD The flood having one (1) percent chance of being equaled or exceeded in any given year. (Also commonly referred to as the "100-year flood").
  - C. BASE FLOOD ELEVATION (BFE) The elevation floodwaters would reach at a particular site during the occurrence of a base flood event.
  - D. BASEMENT Any enclosed area of a building which has its floor or lowest level below ground level (subgrade) on all sides. Also see "lowest floor."
  - E. DEVELOPMENT Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations or storage of equipment or materials. "Development" does not include "minor projects" or "routine maintenance of existing buildings and facilities" as defined in this section. It also does not include gardening, plowing, and similar practices that do not involve filling or grading.
  - F. ENCLOSED AREA BELOW LOWEST FLOOR The floor of the lowest enclosed area in a building when all the following criteria are met:
    - The enclosed area is designed to flood to equalize hydrostatic pressure during flood events with walls or openings that satisfy the provisions of 165.07(2)(D)(1) of this Ordinance, and
    - The enclosed area is unfinished (not carpeted, drywalled, etc.) and used solely for low damage potential uses such as building access, parking or storage, and
    - c. Machinery and service facilities (e.g., hot water heater, furnace, electrical service) contained in the enclosed area are located at least one (1) foot above the base flood elevation, and
    - d. The enclosed area is not a "basement" as defined in this section.
  - G. EXISTING CONSTRUCTION Any structure for which the "start of construction" commenced before the effective date of the first floodplain management regulations adopted by the community.
  - H. EXISTING FACTORY-BUILT HOME PARK OR SUBDIVISION A factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the first floodplain management regulations adopted by the community.

- EXPANSION OF EXISTING FACTORY-BUILT HOME PARK OR SUBDIVISION The
  preparation of additional sites by the construction of facilities for servicing the lots on which the
  factory-built homes are to be affixed (including at a minimum, the installation of utilities, the
  construction of streets, and either final site grading or the pouring of concrete pads).
- J. FACTORY-BUILT HOME Any structure, designed for residential use which is wholly or in substantial part, made, fabricated, formed or assembled in manufacturing facilities for installation or assembly and installation, on a building site. For the purpose of this Ordinance factory-built homes include mobile homes, manufactured homes, and modular homes; and also include "recreational vehicles" which are placed on a site for greater than 180 consecutive days and not fully licensed for and ready for highway use.
- K. FACTORY-BUILT HOME PARK OR SUBDIVISION A parcel or contiguous parcels of land divided into two or more factory-built home lots for sale or lease.
- L. FIVE HUNDRED (500) YEAR FLOOD A flood, the magnitude of which has a two-tenths (0.2) percent chance of being equaled or exceeded in any given year or which, on average, will be equaled or exceeded at least once every five hundred (500) years.
- M. FLOOD A general and temporary condition of partial or complete inundation of normally dry land areas resulting from the overflow of streams or rivers or from the unusual and rapid runoff of surface waters from any source.
- N. FLOOD INSURANCE RATE MAP (FIRM) The official map prepared as part of (but published separately from) the Flood Insurance Study which delineates both the flood hazard areas and the risk premium zones applicable to the community.
- O. FLOOD INSURANCE STUDY (FIS) A report published by FEMA for a community issued along with the community's Flood Insurance Rate Map(s). The study contains such background data as the base flood discharge and water surface elevations that were used to prepare the FIRM.
- P. FLOODPLAIN Any land area susceptible to being inundated by water as a result of a flood.
- Q. FLOODPLAIN MANAGEMENT An overall program of corrective and preventive measures for reducing flood damages and promoting the wise use of floodplains, including but not limited to emergency preparedness plans, flood control works, floodproofing and floodplain management regulations.
- R. FLOODPROOFING Any combination of structural and nonstructural additions, changes, or adjustments to structures, including utility and sanitary facilities, which will reduce or eliminate flood damage to such structures.
- S. FLOODWAY The channel of a river or stream and those portions of the floodplains adjoining the channel, which are reasonably required to carry and discharge flood waters or flood flows so that confinement of flood flows to the floodway area will not cumulatively increase the water surface elevation of the base flood by more than one (1) foot.
- T. FLOODWAY FRINGE Those portions of the Special Flood Hazard Area outside the floodway.
- U. HIGHEST ADJACENT GRADE The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure
- V. HISTORIC STRUCTURE Any structure that is:
  - a. Listed individually in the National Register of Historic Places, maintained by the Department of Interior, or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing of the National Register;
  - Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
  - Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or,
  - Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified by either i) an approved state program as

determined by the Secretary of the Interior or ii) directly by the Secretary of the Interior in states without approved programs.

- W. LOWEST FLOOR The floor of the lowest enclosed area in a building including a basement except when the criteria listed in the definition of Enclosed Area below Lowest Floor are met.
- X. MAXIMUM DAMAGE POTENTIAL DEVELOPMENT Hospitals and like institutions; buildings or building complexes containing documents, data, or instruments of great public value; buildings or building complexes containing materials dangerous to the public or fuel storage facilities; power installations needed in emergency or other buildings or building complexes similar in nature or use.
- Y. MINOR PROJECTS Small development activities (except for filling, grading and excavating) valued at less than \$500.
- Z. NEW CONSTRUCTION (new buildings, factory-built home parks) Those structures or development for which the start of construction commenced on or after the effective date of the first floodplain management regulations adopted by the community.
- AA. NEW FACTORY-BUILT HOME PARK OR SUBDIVISION A factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the effective date of the first floodplain management regulations adopted by the community.
- BB. RECREATIONAL VEHICLE A vehicle which is:
  - a. Built on a single chassis;
  - Four hundred (400) square feet or less when measured at the largest horizontal projection;
  - c. Designed to be self-propelled or permanently towable by a light duty truck; and
  - d. Designed primarily not for use as a permanent dwelling but as a temporary living quarters for recreational, camping, travel, or seasonal use.
- CC. ROUTINE MAINTENANCE OF EXISTING BUILDINGS AND FACILITIES Repairs necessary to keep a structure in a safe and habitable condition that do not trigger a building permit, provided they are not associated with a general improvement of the structure or repair of a damaged structure. Such repairs include:
  - Normal maintenance of structures such as re-roofing, replacing roofing tiles and replacing siding;
  - Exterior and interior painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work;
  - c. Basement sealing:
  - d. Repairing or replacing damaged or broken window panes;
  - Repairing plumbing systems, electrical systems, heating or air conditioning systems and repairing wells or septic systems.
- DD. SPECIAL FLOOD HAZARD AREA (SFHA) The land within a community subject to the "base flood". This land is identified on the community's Flood Insurance Rate Map as Zone A, A1-30, AE, AH, AO, AR, and/or A99.
- EE. START OF CONSTRUCTION Includes substantial improvement, and means the date the development permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement, was within 180 days of the permit date. The actual start means either the first placement or permanent construction of a structure on a site, such as pouring of a slab or footings, the installation of pile, the construction of columns, or any work beyond the stage of excavation; or the placement of a factory-built home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of

temporary forms; nor does it include the installation on the property of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

- FF. STRUCTURE Anything constructed or erected on the ground or attached to the ground, including, but not limited to, buildings, factories, sheds, cabins, factory-built homes, storage tanks, grain storage facilities and/or other similar uses.
- GG. SUBSTANTIAL DAMAGE Damage of any origin sustained by a structure whereby the cost of restoring the structure to it's before damage condition would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred. Volunteer labor and donated materials shall be included in the estimated cost of repair.
- HH. SUBSTANTIAL IMPROVEMENT Any improvement to a structure which satisfies either of the following criteria:
  - a. Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the market value of the structure either (i) before the "start of construction" of the improvement, or (ii) if the structure has been "substantially damaged" and is being restored, before the damage occurred.

    The term does not, however, include any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions. The term also does not include any alteration of an "historic structure", provided the alteration will not preclude the structure's designation as an "historic structure".
  - b. Any addition which increases the original floor area of a building by 25 percent or more. All additions constructed after the effective date of the first floodplain management regulations adopted by the community shall be added to any proposed addition in determining whether the total increase in original floor space would exceed 25 percent.
- II. VARIANCE A grant of relief by a community from the terms of the floodplain management regulations.
- JJ. VIOLATION The failure of a structure or other development to be fully compliant with the community's floodplain management regulations.

#### 2. Statutory Authority, Findings of Fact and Purpose

- A. The Legislature of the State of Iowa has in Chapter 414, Code of Iowa, as amended, delegated the power to cities to enact zoning regulations to secure safety from flood and to promote health and the general welfare.
- B. Findings of Fact
  - a. The flood hazard areas of the City of Nevada are subject to periodic inundation which can result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base all of which adversely affect the public health, safety and general welfare of the community.
  - b. These flood losses, hazards, and related adverse effects are caused by: (i) The occupancy of flood hazard areas by uses vulnerable to flood damages which create hazardous conditions as a result of being inadequately elevated or otherwise protected from flooding and (ii) the cumulative effect of obstructions on the floodplain causing increases in flood heights and velocities
  - c. This ordinance relies upon engineering methodology for analyzing flood hazards which is consistent with the standards established by the Department of Natural Resources.
- C. Statement of Purpose
  - a. It is the purpose of this Ordinance to protect and preserve the rights, privileges and

property of the City of Nevada and its residents and to preserve and improve the peace, safety, health, welfare, and comfort and convenience of its residents by minimizing those flood losses described in 165.15.02(2)(A) of this Ordinance with provisions designed to:

- Reserve sufficient floodplain area for the conveyance of flood flows so that flood heights and velocities will not be increased substantially.
- c. Restrict or prohibit uses which are dangerous to health, safety or property in times of flood or which cause excessive increases in flood heights or velocities.
- Require that uses vulnerable to floods, including public facilities which serve such uses, be protected against flood damage at the time of initial construction or substantial improvement.
- e. Protect individuals from buying lands which may not be suited for intended purposes because of flood hazard.
- f. Assure that eligibility is maintained for property owners in the community to purchase flood insurance through the National Flood Insurance Program.

#### 3. General Provisions

- A. Lands to Which Ordinance Apply
- B. The provisions of this Ordinance shall apply to all lands within the jurisdiction of the City Nevada shown on the Official Floodplain Zoning Map as being within the boundaries of the Floodway, Floodway Fringe, General Floodplain and Shallow Flooding (Overlay) Districts, as established in 165.15.05.
- C. Establishment of Official Floodplain Zoning Map
- D. The Flood Insurance Rate Map (FIRM) for Story County and Incorporated Areas, City of Nevada, Panels 19169C0170F, 0187F, 0188F, 0189F, 0191F, 0193F, 0305F, dated January 15, 2021, which were prepared as part of the Flood Insurance Study for Story County, is (are) hereby adopted by reference and declared to be the Official Floodplain Zoning Map. The flood profiles and all explanatory material contained with the Flood Insurance Study are also declared to be a part of this ordinance.
- E. Rules for Interpretation of District Boundaries
- F. The boundaries of the zoning district areas shall be determined by scaling distances on the Official Floodplain Zoning Map. When an interpretation is needed as to the exact location of a boundary, the Building Official shall make the necessary interpretation. The Board of Adjustment shall hear and decide appeals when it is alleged that there is an error in any requirement, decision, or determination made by the Building Official in the enforcement or administration of this Ordinance.
- G. Compliance
- H. No structure or land shall hereafter be used and no structure shall be located, extended, converted or structurally altered without full compliance with the terms of this Ordinance and other applicable regulations which apply to uses within the jurisdiction of this Ordinance.
- I. Abrogation and Greater Restrictions
- J. It is not intended by this Ordinance to repeal, abrogate or impair any existing easements, covenants, or deed restrictions. However, where this Ordinance imposes greater restrictions, the provision of this Ordinance shall prevail. All other ordinances inconsistent with this Ordinance are hereby repealed to the extent of the inconsistency only.
- K. Interpretation
- L. In their interpretation and application, the provisions of this Ordinance shall be held to be minimum requirements and shall be liberally construed in favor of the governing body and shall not be deemed a limitation or repeal of any other powers granted by State statutes.
- M. Warning and Disclaimer of Liability
- N. The standards required by this Ordinance are considered reasonable for regulatory purposes. This Ordinance does not imply that areas outside the designated Floodplain (Overlay) District areas will be free from flooding or flood damages. This Ordinance shall not create liability on the

part of the City Nevada or any officer or employee thereof for any flood damages that result from reliance on this Ordinance or any administrative decision lawfully made there under.

- O. Severability
- P. If any section, clause, provision or portion of this Ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby.
- 4. Administration
  - A. Appointment, Duties and Responsibilities of Local Official
    - a. The Building Official is hereby appointed to implement and administer the provisions of this Ordinance and will herein be referred to as the Administrator.
    - b. Duties and responsibilities of the Administrator shall include, but not necessarily be limited to the following:
      - Review all floodplain development permit applications to assure that the provisions of this Ordinance will be satisfied.
      - ii. Review floodplain development applications to assure that all necessary permits have been obtained from federal, state and local governmental agencies including approval when required from the Department of Natural Resources for floodplain construction.
      - iii. Record and maintain a record of (i) the elevation (in relation to North American Vertical Datum 1988) of the lowest floor (including basement) of all new or substantially improved buildings or (ii) the elevation to which new or substantially improved structures have been floodproofed.
      - iv. Notify adjacent communities/counties and the Department of Natural Resources prior to any proposed alteration or relocation of a watercourse and submit evidence of such notifications to the Federal Emergency Management Agency.
      - Keep a record of all permits, appeals and such other transactions and correspondence pertaining to the administration of this Ordinance.
      - vi. Submit to the Federal Insurance Administrator an annual report concerning the community's participation, utilizing the annual report form supplied by the Federal Insurance Administrator.
      - vii. Notify the Federal Insurance Administration of any annexations or modifications to the community's boundaries.
      - viii. Review subdivision proposals to insure such proposals are consistent with the purpose of this ordinance and advise the Board of Adjustment of potential conflict.
      - ix. Maintain the accuracy of the community's Flood Insurance Rate Maps when:
        - Development placed within the Floodway (Overlay) District results in any of the following:
          - a. An increase in the Base Flood Elevations, or
          - b. Alteration to the floodway boundary
        - Development placed in Zones A, AE, AH, and A1-30 that does not include a designated floodway that will cause a rise of more than one foot in the base elevation; or
        - 3. Development relocates or alters the channel.
    - c. Within 6 months of the completion of the development, the applicant shall submit to FEMA all scientific and technical data necessary for a Letter of Map Revision.
      - Perform site inspections to ensure compliance with the standards of this Ordinance.
      - Forward all requests for Variances to the Board of Adjustment for consideration.
         Ensure all requests include the information ordinarily submitted with applications

as well as any additional information deemed necessary to the Board of Adjustment.

#### B. Floodplain Development Permit

- a. Permit Required A Floodplain Development Permit issued by the Administrator shall be secured prior to any floodplain development (any man-made change to improved and unimproved real estate, including but not limited to buildings or other structures, mining, filling, grading, paving, excavation or drilling operations), including the placement of factory-built homes.
- Application for Permit Application shall be made on forms furnished by the Administrator and shall include the following:
  - Description of the work to be covered by the permit for which application is to be made.
  - Description of the land on which the proposed work is to be done (i.e., lot, block, track, street address or similar description) that will readily identify and locate the work to be done.
  - iii. Location and dimensions of all structures and additions
  - iv. Indication of the use or occupancy for which the proposed work is intended.
  - v. Elevation of the base flood.
  - Elevation (in relation to North American Vertical Datum 1988) of the lowest floor (including basement) of buildings or of the level to which a structure is to be floodproofed.
  - vii. For buildings being improved or rebuilt, the estimated cost of improvements and market value of the building prior to the improvements.
  - viii. Such other information as the Administrator deems reasonably necessary (e.g., drawings or a site plan) for the purpose of this Ordinance.
- c. Action on Permit Application The Administrator shall, within a reasonable time, make a determination as to whether the proposed floodplain development meets the applicable standards of this Ordinance and shall approve or disapprove the application. For disapprovals, the applicant shall be informed, in writing, of the specific reasons therefore. The Administrator shall not issue permits for variances except as directed by the Board of Adjustment.
- d. Construction and Use to be as Provided in Application and Plans Floodplain Development Permits based on the basis of approved plans and applications authorize only the use, arrangement, and construction set forth in such approved plans and applications and no other use, arrangement or construction. Any use, arrangement, or construction at variance with that authorized shall be deemed a violation of this Ordinance. The applicant shall be required to submit certification by a professional engineer or land surveyor, as appropriate, registered in the State of Iowa, that the finished fill, building floor elevations, floodproofing, or other flood protection measures were accomplished in compliance with the provisions of this Ordinance, prior to the use or occupancy of any structure.

#### 5. Establishment of Zoning (Overlay) Districts

The floodplain areas within the jurisdiction of this ordinance are hereby divided into the following districts:

- Floodway (Overlay) District (FW) those areas identified as Floodway on the Official Floodplain Zoning Map;
- Floodway Fringe (Overlay) District (FF) those areas identified as Zone AE on the Official Floodplain Zoning Map but excluding those areas identified as Floodway;
- C. General Floodplain (Overlay) District (GF) those areas identified as Zone A on the Official Floodplain Zoning Map, and;

D.

E. The boundaries shall be as shown on the Official Floodplain Zoning Map. Within these districts, all uses not allowed as Permitted Uses are prohibited unless a variance to the terms of this ordinance is granted after due consideration by the Board of Adjustment.

#### 6. Floodway (Overlay) District (FW)

- A. Permitted Uses
- B. All development within the Floodway District shall be permitted to the extent that they are not prohibited by any other ordinance (or underlying zoning district) and provided they meet applicable performance standards of the Floodway District.
- C. Performance Standards
- D. All Floodway District uses allowed as a Permitted Use shall meet the following standards.
  - a. No development shall be permitted in the Floodway District that would result in any increase in the base flood elevation. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.
  - b. All development within the Floodway District shall:
    - i. Be consistent with the need to minimize flood damage.
    - ii. Use construction methods and practices that will minimize flood damage.
    - Use construction materials and utility equipment that are resistant to flood damage.
  - c. No development shall affect the capacity or conveyance of the channel or floodway of any tributary to the main stream, drainage ditch or any other drainage facility or system.
  - d. Structures, buildings, recreational vehicles, and sanitary and utility systems, if permitted, shall meet the applicable performance standards of the Floodway Fringe District and shall be constructed or aligned to present the minimum possible resistance to flood flows.
  - Buildings, if permitted, shall have a low flood damage potential and shall not be for human habitation.
  - f. Storage of materials or equipment that are buoyant, flammable, explosive or injurious to human, animal or plant life is prohibited. Storage of other material may be allowed if readily removable from the Floodway District within the time available after flood warning.
  - g. Watercourse alterations or relocations (channel changes and modifications) must be designed to maintain the flood carrying capacity within the altered or relocated portion. In addition, such alterations or relocations must be approved by the Department of Natural Resources.
  - Any fill allowed in the floodway must be shown to have some beneficial purpose and shall be limited to the minimum amount necessary.
  - Pipeline river or stream crossings shall be buried in the streambed and banks or otherwise sufficiently protected to prevent rupture due to channel degradation and meandering or due to the action of flood flows.

#### 7. Floodway Fringe (Overlay) District FF

- A. Permitted Uses
- B. All development within the Floodway Fringe District shall be permitted to the extent that they are not prohibited by any other ordinance (or underlying zoning district) and provided they meet applicable performance standards of the Floodway Fringe District.
- C. Performance Standards
- D. All development must be consistent with the need to minimize flood damage and meet the following applicable performance standards. Until a regulatory floodway is designated, no development may increase the Base Flood Elevation more than one (1) foot. The applicant will be responsible for providing the Department of Natural Resources with sufficient technical information to make such determination.
  - a. All development shall:

- Be designed and adequately anchored to prevent flotation, collapse or lateral movement.
- ii. Use construction methods and practices that will minimize flood damage.
- Use construction materials and utility equipment that are resistant to flood damage.
- b. Residential structures All new or substantially improved residential structures shall have the lowest floor, including basement, elevated a minimum of one (1) foot above the base flood elevation. Construction shall be upon compacted fill which shall, at all points, be no lower than 1.0 ft. above the base flood elevation and extend at such elevation at least 18 feet beyond the limits of any structure erected thereon. Alternate methods of elevating (such as piers or extended foundations) may be allowed subject to favorable consideration by the Board of Adjustment, where existing topography, street grades, or other factors preclude elevating by fill. In such cases, the methods used must be adequate to support the structure as well as withstand the various forces and hazards associated with flooding.

All new residential structures located in areas that would become isolated due to flooding of surrounding ground shall be provided with a means of access that will be passable by wheeled vehicles during the base flood. However, this criterion shall not apply where the Administrator determines there is sufficient flood warning time for the protection of life and property. When estimating flood warning time, consideration shall be given to the criteria listed in 567-75.2(3), Iowa Administrative Code.

- c. Non-residential structures All new or substantially improved non-residential structures shall have the lowest floor (including basement) elevated a minimum of one (1) foot above the base flood elevation, or together with attendant utility and sanitary systems, be floodproofed to such a level. When floodproofing is utilized, a professional engineer registered in the State of lowa shall certify that the floodproofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the base flood; and that the structure, below the base flood elevation is watertight with walls substantially impermeable to the passage of water. A record of the certification indicating the specific elevation (in relation to North American Vertical Datum) to which any structures are floodproofed shall be maintained by the Administrator.
- All new and substantially improved structures
  - i. Fully enclosed areas below the "lowest floor" (not including basements) that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or meet or exceed the following minimum criteria:
    - A minimum of two (2) openings, with positioning on at least two (2) walls, having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
    - The bottom of all openings shall be no higher than one foot above grade.
    - Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they permit the automatic entry and exit of floodwaters.
- Such areas shall be used solely for parking of vehicles, building access and low damage potential storage.
  - New and substantially improved structures must be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

ii. New and substantially improved structures shall be constructed with electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities (including ductwork) elevated or floodproofed to a minimum of one (1) foot above the base flood elevation.

#### f. Factory-built homes

- i. All new and substantially improved factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be elevated on a permanent foundation such that the lowest floor of the structure is a minimum of one (1) foot above the base flood elevation.
- ii. All new and substantially improved factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be anchored to resist flotation, collapse, or lateral movement. Anchorage systems may include, but are not limited to, use of over-the-top or frame ties to ground anchors as required by the State Building Code.

#### g. Utility and Sanitary Systems

- On-site wastewater disposal and water supply systems shall be located or designed to avoid impairment to the system or contamination from the system during flooding.
- ii. All new and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system as well as the discharge of effluent into flood waters. Wastewater treatment facilities (other than on-site systems) shall be provided with a level of flood protection equal to or greater than one (1) foot above the base flood elevation.
- iii. New or replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system. Water supply treatment facilities (other than on-site systems) shall be provided with a level of protection equal to or greater than one (1) foot above the base flood elevation.
- iv. Utilities such as gas or electrical systems shall be located and constructed to minimize or eliminate flood damage to the system and the risk associated with such flood damaged or impaired systems.
- h. <u>Storage of materials and equipment</u> that are flammable, explosive or injurious to human, animal or plant life is prohibited unless elevated a minimum of one (1) foot above the base flood elevation. Other material and equipment must either be similarly elevated or (i) not be subject to major flood damage and be anchored to prevent movement due to flood waters or (ii) be readily removable from the area within the time available after flood warning.
- i. Flood control structural works such as levees, flood walls, etc. shall provide, at a minimum, protection from the base flood with a minimum of 3 ft. of design freeboard and shall provide for adequate interior drainage. In addition, the Department of Natural Resources shall approve structural flood control works.
- j. <u>Watercourse alterations or relocations</u> must be designed to maintain the flood carrying capacity within the altered or relocated portion. In addition, the Department of Natural Resources must approve such alterations or relocations.
- k. <u>Subdivisions</u> (including factory-built home parks and subdivisions) shall be consistent with the need to minimize flood damages and shall have adequate drainage provided to reduce exposure to flood damage. Development associated with subdivision proposals (including the installation of public utilities) shall meet the applicable performance standards of this Ordinance. Subdivision proposals intended for residential use shall provide all lots with a means of access which will be passable by wheeled vehicles during the base flood. Proposals for subdivisions greater than five (5) acres or fifty (50) lots

(whichever is less) shall include base flood elevation data for those areas located within the Floodway Fringe (Overlay) District.

#### Accessory Structures to Residential Uses

- Detached garages, sheds, and similar structures that are incidental to a residential use are exempt from the base flood elevation requirements where the following criteria are satisfied:
  - The structure shall be designed to have low flood damage potential. Its size shall not exceed 600 sq. ft. in size. Those portions of the structure located less than 1 foot above the base flood elevation must be constructed of flood-resistant materials.
  - The structure shall be used solely for low flood damage potential purposes such as vehicle parking and limited storage. The structure shall not be used for human habitation.
  - The structure shall be constructed and placed on the building site so as to offer minimum resistance to the flow of floodwaters.
  - The structure shall be firmly anchored to prevent flotation, collapse, and lateral movement which may result in damage to other structures.
  - The structure's service facilities such as electrical and heating equipment shall be elevated or floodproofed to at least one foot above the base flood elevation.
  - 6. The structure's walls shall include openings that satisfy the provisions of 165.15.07(2)(D)(1) of this Ordinance.
- Exemption from the base flood elevation requirements for such a structure may result in increased premium rates for flood insurance coverage of the structure and its contents.

#### m. Recreational Vehicles

- Recreational vehicles are exempt from the requirements of 165.15.07(2)(E) of this Ordinance regarding anchoring and elevation of factory-built homes when the following criteria are satisfied:
  - 1. The recreational vehicle shall be located on the site for less than 180 consecutive days, and,
  - The recreational vehicle must be fully licensed and ready for highway
    use. A recreational vehicle is ready for highway use if it is on its wheels
    or jacking system and is attached to the site only by quick disconnect
    type utilities and security devices and has no permanently attached
    additions.
- Recreational vehicles that are located on the site for more than 180 consecutive days or are not ready for highway use must satisfy requirements of 165.15.07(2)(E) of this Ordinance regarding anchoring and elevation of factorybuilt homes.
- n. <u>Pipeline river and stream crossings</u> shall be buried in the streambed and banks, or otherwise sufficiently protected to prevent rupture due to channel degradation and meandering.
- o. <u>Maximum Damage Potential Development</u> All new or substantially improved maximum damage potential development shall have the lowest floor (including basement) elevated a minimum of one (1) foot above the elevation of the 500-year flood, or together with attendant utility and sanitary systems, be floodproofed to such a level. When floodproofing is utilized, a professional engineer registered in the State of Iowa shall certify that the floodproofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the 0.2% annual chance flood; and that the structure, below the 0.2% annual chance flood

elevation is watertight with walls substantially impermeable to the passage of water. A record of the certification indicating the specific elevation (in relation to North American Vertical Datum 1988) to which any structures are floodproofed shall be maintained by the Administrator. Where 0.2% chance flood elevation data has not been provided in the Flood Insurance Study, the Iowa Department of Natural Resources shall be contacted to compute such data. The applicant will be responsible for providing the Department of Natural Resources with sufficient technical information to make such determinations.

#### 8. General Floodplain (Overlay) District (GF)

#### A. Permitted Uses

- a. All development within the General Floodplain District shall be permitted to the extent that they are not prohibited by any other ordinance (or underlying zoning district) and provided they meet the applicable performance standards of the General Floodplain District.
- b. Any development which involves placement of structures, factory-built homes, fill or other obstructions, storage of materials or equipment, excavation or alteration of a watercourse shall be reviewed by the Department of Natural Resources to determine (i) whether the land involved is either wholly or partly within the floodway or floodway fringe and (ii) the base flood elevation. The applicant shall be responsible for providing the Department of Natural Resources with sufficient technical information to make the determination.
- c. Review by the Iowa Department of Natural Resources is not required for the proposed construction of new or replacement bridges or culverts where:
  - The bridge or culvert is located on a stream that drains less than two (2) square miles, and
  - The bridge or culvert is not associated with a channel modification that constitutes a channel change as specified in 567-71.2(2), Iowa Administrative Code.

#### B. Performance Standards

- a. All development, or portions thereof, to be located in the floodway as determined by the Department of Natural Resources shall meet the applicable provisions and standards of the Floodway (Overlay) District 165.15.06.
- All development, or portions thereof, to be located in the floodway fringe as determined by the Department of Natural Resources shall meet the applicable provisions and standards of the Floodway Fringe (Overlay) District 165.15.07

#### 9. Appointment and Duties of Board of Adjustment

- A. Appointment and Duties of Board of Adjustment A Board of Adjustment is hereby established which shall hear and decide (i) appeals and (ii) requests for variances to the provisions of this ordinance, and shall take any other action which is required of the Board.
- B. Appeals Where it is alleged there is any error in any order, requirement, decision, or determination made by an administrative official in the enforcement of this ordinance, the aggrieved party may appeal such action. The notice of appeal shall be filed with the Board of Adjustment and with the official from whom the appeal is taken and shall set forth the specific reason for the appeal. The official from whom the appeal is taken shall transmit to the Board of Adjustment all the documents constituting the record upon which the action appealed from was taken.
- C. Variance The Board of Adjustment may authorize upon request in specific cases such variances from the terms of this Ordinance that will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this Ordinance will result in unnecessary hardship. Variances granted must meet the following applicable standards:
  - a. Variances shall only be granted upon: (i) a showing of good and sufficient cause, (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) a determination that the granting of the variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense,

- create nuisances, cause fraud on or victimization of the public or conflict with existing local codes or ordinances.
- b. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood would result. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.
- c. Variances shall only be granted upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- d. In cases where the variance involves a lower level of flood protection for buildings than what is ordinarily required by this Ordinance, the applicant shall be notified in writing over the signature of the Administrator that: (i) the issuance of a variance will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage and (ii) such construction increases risks to life and property.
- All variances granted shall have the concurrence or approval of the Department of Natural Resources.
- D. Hearings and Decisions of the Board of Adjustment
  - a. Hearings. Upon the filing with the Board of Adjustment of an Appeal or a request for a Variance, the Board shall hold a public hearing. The Board shall fix a reasonable time for the hearing and give public notice thereof, as well as due notice to parties in interest. At the hearing, any party may appear in person or by agent or attorney and present written or oral evidence. The Board may require the appellant or applicant to provide such information as is reasonably deemed necessary and may request the technical assistance and/or evaluation of a professional engineer or other expert person or agency, including the Department of Natural Resources.
  - b. Decisions. The Board shall arrive at a decision on an Appeal or Variance within a reasonable time. In passing upon an Appeal, the Board may, so long as such action is in conformity with the provisions of this ordinance, reverse or affirm, wholly or in part, or modify the order, requirement, decision, or determination appealed from, and it shall make its decision, in writing, setting forth the findings of fact and the reasons for its decision. In granting a Variance, the Board shall consider such factors as contained in this section and all other relevant sections of this ordinance and may prescribe such conditions as contained in 165.15.09(4)(B)(2).
    - Factors Upon Which the Decision of the Board of Adjustment Shall be Based. In passing upon applications for Variances, the Board shall consider all relevant factors specified in other sections of this Ordinance and:
      - The danger to life and property due to increased flood heights or velocities caused by encroachments.
      - The danger that materials may be swept on to other land or downstream to the injury of others.
      - The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination and unsanitary conditions.
      - The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
      - The importance of the services provided by the proposed facility to the City.
      - 6. The requirements of the facility for a floodplain location.
      - The availability of alternative locations not subject to flooding for the proposed use.
      - The compatibility of the proposed use with existing development and development anticipated in the foreseeable future.

- The relationship of the proposed use to the comprehensive plan and floodplain management program for the area.
- The safety of access to the property in times of flood for ordinary and emergency vehicles.
- 11. The expected heights, velocity, duration, rate of rise and sediment transport of the flood water expected at the site.
- The cost of providing governmental services during and after flood conditions, including maintenance and repair of public utilities (sewer, gas, electrical and water systems), facilities, streets and bridges.
- 13. Such other factors which are relevant to the purpose of this Ordinance.
- ii. Conditions Attached to Variances Upon consideration of the factors listed above, the Board of Adjustment may attach such conditions to the granting of variances as it deems necessary to further the purpose of this Ordinance. Such conditions may include, but not necessarily be limited to:
  - Modification of waste disposal and water supply facilities.
  - 2. Limitation of periods of use and operation.
  - 3. Imposition of operational controls, sureties, and deed restrictions.
  - Requirements for construction of channel modifications, dikes, levees, and other protective measures, provided such are approved by the Department of Natural Resources and are deemed the only practical alternative to achieving the purpose of this Ordinance.
  - 5. Floodproofing measures shall be designed consistent with the flood protection elevation for the particular area, flood velocities, duration, rate of rise, hydrostatic and hydrodynamic forces, and other factors associated with the regulatory flood. The Board of Adjustment shall require that the applicant submit a plan or document certified by a registered professional engineer that the floodproofing measures are consistent with the regulatory flood protection elevation and associated flood factors for the particular area.
- E. Appeals to the Court Any person or persons, jointly or severally, aggrieved by any decision of the Board of Adjustment may present to a court of record a petition, duly verified, setting forth that such decision is illegal, in whole or in part, specifying the grounds of the illegality. Such petition shall be presented to the court within thirty days after the filing of the decision in the office of the Board.

#### 10. Nonconforming Uses

- A. A structure or the use of a structure or premises which was lawful before the passage or amendment of this Ordinance, but which is not in conformity with the provisions of this Ordinance, may be continued subject to the following conditions:
  - If such use is discontinued for six (6) consecutive months, any future use of the building premises shall conform to this Ordinance.
  - Uses or adjuncts thereof that are or become nuisances shall not be entitled to continue as nonconforming uses.
  - c. If any nonconforming use or structure is destroyed by any means, including flood, it shall not be reconstructed if the cost is more than fifty (50) percent of the market value of the structure before the damage occurred, unless it is reconstructed in conformity with the provisions of this Ordinance. This limitation does not include the cost of any alteration to comply with existing state or local health, sanitary, building or safety codes or regulations or the cost of any alteration of a structure listed on the National Register of Historic Places, provided that the alteration shall not preclude its continued designation.
- B. Except as provided in 165.15.10(1)(B), any use which has been permitted as a Variance shall be considered a conforming use.

#### 11. Penalties for Violation

Violations of the provisions of this Ordinance or failure to comply with any of the requirements (including violations of conditions and safeguards established in connection with grants of Variances) shall constitute a misdemeanor. Any person who violates this Ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$(500.00 (FIVE HUNDRED DOLLARS) or imprisoned for not more than (30 (THIRTY) days. Each day such violation continues shall be considered a separate offense. Nothing herein contained prevent the City of Nevada from taking such other lawful action as is necessary to prevent or remedy violation.

#### 12. Amendments

The regulations and standards set forth in this Ordinance may from time to time be amended, supplemented, changed, or repealed. No amendment, supplement, change, or modification shall be undertaken without prior approval of the Department of Natural Resources.

SECTION 2. REPEALER. All ordinances or parts of 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.

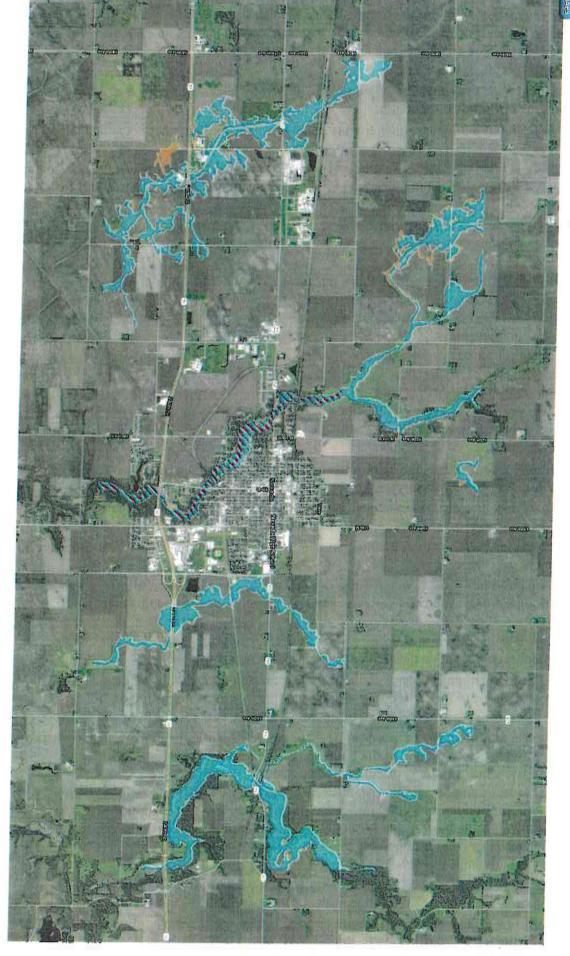
Passed and approved, second reading,	he Nevada City Council on the day of, 2020. by the Nevada City Council on the day of, 2020
Passed and approved, third and final rea	iding, by the Nevada City Council on theday of, 2020.
	Brett Barker, Mayor
ATTEST:	
Kerin Wright City Clerk	

Ordinance No. 1015 (2020/2021) FEMA Flood Plain Maps Page 16 of 16

Schedule Public Hearing – October 12, 2020 Publication of Notice of Hearing – October 15, 2020 Public Hearing – October 26, 2020
First Reading: October 26, 2020 Motion by Council Member _, seconded by Council Member _, to approve the first reading of Ordinance No. 1015.  AYES: _ NAYS: _ ABSENT: _
Second Reading:  Motion by Council Member _, seconded by _, to approve the second reading of Ordinance No. 1015.  AYES: _  NAYS: _  ABSENT: _
Third Reading:  Motion by Council Member _, seconded by _, to approve the third reading of Ordinance No. 1015.  AYES: _ NAYS: _  ABSENT: _
The Mayor declared Ordinance No. 1015 adopted.
I hereby certify that the foregoing is a true copy of a record of the adoption of Ordinance No. 1015 at the regular Council Meeting o the City of Nevada, Iowa, held on the _ day of _, 2020.
Kerin Wright, City Clerk
Published:

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### 165.15 FP/ FW FLOODPLAIN/ FLOODWAY OVERLAY DISTRICT.



- 1. Purpose. It is the purpose of this section to promote the public health, safety and general welfare and to minimize those losses described in subsection 3 of this section by applying the provisions of this section to:
- A. Restrict or prohibit uses which are dangerous to health, safety, or property in times of flooding or cause undue increases in flood heights or velocities.
- B. Require that uses vulnerable to floods, including public facilities which serve such uses, be provided with flood protection at the time of initial construction.
- C. Protect individuals from buying lands which are unsuitable for intended purposes because of flood hazard.
- D. Assure that eligibility is maintained for property owners in the community to purchase flood insurance in the National Flood Insurance Program when identified by the Federal Insurance Administration as a flood prone community.
- 2. Definitions. Unless specifically defined below, words or phases used in this section shall be interpreted so as to give them the same meaning as they have in common usage and so as to give this section its most reasonable application.
- A. "Actuarial rates" or "risk premium rates" are those rates established by the Federal Insurance Administrator pursuant to individual community studies and investigations which are undertaken to provide flood insurance in accordance with 42 U.S.C. 4014 and the accepted actuarial principles. Actuarial rates include provisions for operating costs and allowances.
- B. "Appeal" means a request for a review of the Zoning Administrator's interpretation of any provision of this section or a request for a variance.
- C. "Area of shallow flooding" means a designated AO or AH zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.
- D. "Area of special flood hazard" means the land in the flood plain within a community subject to one percent or greater chance of flooding in any given year.
- E. "Base flood elevation" means elevation indicated in the official flood plain study as the elevation of the 100-year flood.
- F. "Base flood protection elevation" means an elevation one foot higher than the water surface elevation of the base flood.
- G. "Channel" means a natural or artificial watercourse of perceptible extent, with a definite bed and banks to confine and conduct continuously or periodically flowing water. Channel flow, thus, is that water which is flowing within the limits of a defined channel.
- H. "Community" means any state or area or political subdivision thereof which has authority to adopt and enforce flood plain management regulations for the area within its jurisdiction.
- I. "Development" means any manmade change to improved or unimproved real estate, including but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.
- J. "Existing construction" means (for the purposes of determining rates) structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975. "Existing construction" may also be referred to as "existing structures."
- K. "Factory-built home" means any structure, designed for residential use: which is wholly or in substantial part made, fabricated, formed or assembled in manufacturing facilities for installation or assembly and installation, on a building site. For the purpose of this section, factory-built homes include mobile homes, manufactured homes and modular homes and also includes "recreational vehicles" which are placed on a site for greater than 180 consecutive days and not fully licensed for and ready for highway use.
- L. "Factory-built home park" means a parcel or contiguous parcels of land divided into two or more factory-built home lots for sale or lease.
- M. "Flood" or "flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from (i) the overflow of inland or tidal waters; or (ii) the unusual and rapid

accumulation of runoff of surface waters from any source.

- N. "Flood Insurance Rate Map (FIRM)" means an official map of a community, on which the Flood Insurance Study has delineated the flood hazard boundaries and the zones establishing insurance rates applicable to the community.
- O. "Flood insurance study" means the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, as well as the Flood Boundary Floodway Map and the water surface elevation of the base flood.
- P. "Flood plain management" means the operation of an overall program of corrective and preventative measures for reducing flood damage, including but not limited to, emergency preparedness plan, flood control works and flood plain management regulations.
- Q. "Flood protection system" means those physical structural works constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard." Such a system typically includes levees or dikes. These specialized modifying works are those constructed in conformance with sound engineering standards.
- R. "Flood proofing" means any combination of structural and non-structural additions, changes or adjustments to structures, including utility and sanitary facilities, which would preclude the entry of water. Structural components shall have the capability of resisting hydrostatic and hydrodynamic loads and effect of buoyancy.
- S. "Floodplain (FP)" means that area of the flood plain, outside of the floodway, that on an average is likely to be flooded once every 100 years (i.e., that has a one percent chance of flood occurrence in any one year.)
- T. "Floodway (FW)" means the channel of a river or other watercourse and the adjacent portion of the flood plain that must be reserved in order to discharge the 100-year flood without cumulatively increasing the water surface elevation more than one foot at any point assuming equal conveyance reduction outside the channel from the two sides of the flood plain.
- U. "Freeboard" means a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the heights calculated for a selected size flood and floodway conditions, such as wave action, clogged bridge openings, and the hydrological effect of urbanization of the watershed.
- V. "Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
- W. "Lowest floor" means the floor of the lowest enclosed area in a building including a basement except when all the following criteria are met:
- (1) The enclosed area is designed to flood to equalize hydrostatic pressure during floods with walls or openings that satisfy the provisions of paragraph (17)(B)(4) of this section; and
- (2) The enclosed area is unfinished (not carpeted, drywalled, etc.) and used solely for low damage potential uses such as building access, parking or storage; and
- (3) Machinery and service facilities (e.g., hot water heater, furnace, electrical service) contained in the enclosed area are located at least one (1) foot above the 100-year flood level; and
  - (4) The enclosed area is not a "basement" as defined in this section.

In cases where the lowest enclosed area satisfies criteria (1), (2), (3) and (4) above, the lowest floor is the floor of the next highest enclosed area that does not satisfy the criteria above.

- X. "New construction" means structures for which the "start of construction or substantial improvement" is commenced on or after the effective date of the FIRM.
  - Y. "100-year flood" means the base flood having a one percent chance of annual occurrence.
- Z. "Overlay district" means a district which acts in conjunction with the underlying zoning district or districts.
- AA. "Start of construction," for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L97-348), includes substantial improvement, and means the date the building permit was issued, providing the actual start of construction, repair, reconstruction, placement or other improvement was within 180 days of the permit date. The actual start means the first placement of permanent P. 25

construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling, nor does it include the installation of street and/or walkways, nor does it include excavation for a basement, footings, or foundations or the erection of temporary forms, nor does it include the installation of the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure, for a substantial improvement, or other structural part of the building, whether or not that alteration affects the external dimensions of the building. For substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

- BB. "Structure" means a walled and roofed building that is principally above ground, as well as a manufactured home, and a gas or liquid storage tank that is principally above ground.
- CC. "Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damage condition would equal or exceed fifty percent (50%) of the market value of the structure before the damage occurred.
- DD. "Substantial improvement" means any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either (i) before the improvement or repair is started, or (ii) if the structure has been damaged and is being restored, before the damage occurred. For the purpose of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include either (a) any project for improvement of a structure to comply with existing state or local health, sanitary or safety code specifications which are solely necessary to assure safe living conditions, or (b) any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.
- EE. "Variance" means a grant of relief to a person from the requirements of this chapter which permits construction in a manner otherwise prohibited by this chapter where specific enforcement would result in unnecessary hardship.
- 3. Flood Losses Resulting from Periodic Inundation. Flood hazard areas of the City of Nevada, Iowa, are subject to inundation which results in loss of life or property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare. These flood losses are caused by (a) the cumulative effect of development in any delineated floodplain causing increases in flood heights and velocities, and (b) the occupancy of flood hazard areas by uses vulnerable to floods or hazardous to others, inadequately elevated, or otherwise unprotected from flood damages. This section uses a reasonable method of analyzing flood hazards which consists of a series of interrelated steps.
- A. Selection of a base flood which is based upon engineering calculations which permit a consideration of such flood factors as its expected frequency of occurrence, the area inundated and the depth of inundation. The base flood selected for this section is representative of large floods which are reasonably characteristic of what can be expected to occur on the particular streams subject to this section. It is in the general order of a flood which could be expected to have a one percent chance of occurrence in any one year, as delineated by applicable Flood Insurance Studies and the Federal Emergency Management Agency's Flood Insurance Rate Maps and Flood Boundary and Floodway Map, or any subsequent effective Flood Insurance Studies, Rate Maps, and Flood Boundary and Floodway Maps issued after the effective date of the Zoning Ordinance and adopted by the City of Nevada.
- B. Calculation of water surface profiles based upon a hydraulic engineering analysis of the capacity of the stream channel and over bank areas to convey the base flood.
- C. Computation of the floodway required to convey this flood without increasing flood heights more than one foot at any point.
- D. Delineation of floodway encroachment lines within which no obstruction is permitted which would cause any increase in flood height.
- E. Delineation of floodway fringe, i.e., that area outside the floodway encroachment lines but which still is subject to inundation by the base flood.

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4. Lands to Which Section Applies. This section applies to all lands within the jurisdiction of the City identified on the Story County, Iowa, and Incorporated Communities Flood Insurance Rate Map (FIRM), Panels 187, 188, 189, 191, and 193, dated February 20, 2008, prepared by the Federal Emergency Management Agency as numbered and unnumbered A zone and/or within the Overlay Districts FP and FW established in this section. In all areas covered by this section, no development shall be permitted except upon a permit to develop granted by the City under such safeguards and restrictions as the City may reasonably impose for the promotion and maintenance of the general welfare, health of the inhabitants of the community as contained in this Code of Ordinances.

(Ord. 922 - Feb. 08 Supp.)

- 5. Enforcement Officer. The Zoning Administrator is hereby designated as the City Council's duly designated Enforcement Officer under this section. Unless otherwise provided by the City Council, the Iowa Department of Natural Resources (IDNR) shall assist the City on interpretation of floodplain/floodway rules and regulations. The Enforcement Officer shall obtain comments from the IDNR as part of his/her review of all proposed activity in this Overlay District.
- 6. Rules for Interpretation of District Boundaries. The boundaries of the floodway and floodway fringe overlay districts shall be determined by scaling distances from appropriate maps. Where interpretation is needed to the exact location of the boundaries of the districts as shown on the appropriate maps, as for example where there appears to be a conflict between a mapped boundary and actual field conditions, the Enforcement Officer shall make the necessary interpretation. In such cases where the interpretation is contested, the Board of Adjustment will resolve the dispute. The base flood elevation for the point in question shall be the governing factor in locating the district boundary on the land. The person contesting the location of the district boundary shall be given a reasonable opportunity to present his/her case to the Board and to submit his/her own technical evidence if he/she so desires.
- 7. Compliance. No development located within known flood hazard areas of the community shall be located, extended, converted or structurally altered without full compliance with the terms of this section and other applicable regulations.
- 8. Abrogation and Greater Restrictions. It is not intended by this section to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this section imposes greater restrictions, the provision of this section shall prevail. All other ordinances inconsistent with this section are hereby repealed to the extent of the inconsistency only.
- 9. Interpretation. In their interpretation and application, the provisions of this section shall be held to be minimum requirements and shall be liberally construed in favor of the City and shall not be deemed a limitation or repeal of any other powers granted by State statute.
- 10. Warning and Disclaimer of Liability. The degree of flood protection required by this section is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur on rare occasions or the flood height may be increased by manmade or natural causes, such as ice jams and bridge openings restricted by debris. This section does not imply that areas outside floodway and floodway fringe district boundaries or land uses permitted within such districts will be free from flooding or flood damages. This section shall not create liability on the part of the City of Nevada or any officer or employee thereof for any flood damages that may result from reliance on this section or any administrative decision lawfully made hereunder.
- 11. Application for Appeal. Where a request for a permit to develop is denied by the Zoning Administrator, the applicant may apply for such permit or variance directly to the Board of Adjustment. Procedures for appeals to the Board of Adjustment shall proceed as set forth by Section 165.22(8) of this chapter.
- 12. Permit Required. No person shall initiate any development or substantial improvement or cause the same to be done without first obtaining a separate permit for development as defined in this section.
- 13. Administration. The Zoning Administrator is hereby appointed to administer and implement the provisions of this section. Duties of the Zoning Administrator include, but are not limited to:
- A. Review all development permits to assure that sites are reasonably safe from flooding and that the permit requirements of this section have been satisfied.
- B. Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State or Local Governmental agencies from which prior approval is required.

- C. Notify adjacent communities and the Iowa Department of Natural Resources prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration when participating in the National Flood Insurance Program.
- D. Notify the Iowa Department of Natural Resources of any proposed construction and development activity in floodplain areas, and/or upon land situated within the Floodplain/Floodway Overlay Zoning District.
- E. Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood carrying capacity is not diminished.
- F. Verify and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures.
- G. Verify and record the actual elevation (in relation to mean sea level) to which the new or substantially improved structures have been flood proofed.
- H. When flood proofing is utilized for a particular structure, the Zoning Administrator shall be presented certification from a registered professional engineer or architect.
- 14. Application for Permit. To obtain a permit, the applicant shall first file an application in writing on a form furnished for that purpose. Every such application shall:
  - A. Identify and describe the work to be covered by the permit.
- B. Describe the land on which the proposed work is to be done by lot, block, tract and house and street address, or similar description that will readily identify and definitely locate the proposed building or work.
  - C. Indicate the use or occupancy for which the proposed work is intended.
  - D. Be accompanied by plans for the proposed construction.
- E. Be signed by the permittee or an authorized agent who may be required to submit evidence to indicate such authority.
  - F. Give such other information as reasonably may be required by the Zoning Administrator.
- 15. Zoning (Overlay) Districts. The flood plain areas within the jurisdiction of this section are hereby divided into the following districts: (i) Floodway District (FW), (ii) Floodway Fringe District (FF), (iii) General Flood Plain District (FP) and (iv) Shallow Flooding District (SF). The boundaries shall be as shown on the Official Flood Plain Zoning Map. Within these districts, all uses not allowed as permitted uses or permissible as conditional uses are prohibited unless a variance to the terms of this section is granted after due consideration by the Board of Adjustment.
  - 16. Floodway (Overlay) District (FW).
- A. Permitted Uses. The following uses are permitted within the Floodway District to the extent they are not prohibited by any other ordinance (or underlying zoning district) and provided they do not include placement of structures, factory-built homes, fill or other obstruction, the storage of material or equipment, excavation or alteration of a watercourse.
- (1) Agricultural uses such as general farming, pasture, grazing, outdoor plant nurseries, horticulture, viticulture, truck farming, forestry, sod farming and wild crop harvesting.
  - (2) Industrial/commercial uses such as loading areas, parking areas airport landing strips.
- (3) Private and public recreational uses such as golf courses, tennis courts, driving ranges, archery ranges, picnic grounds, boat launching ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting preserves, target ranges, trap and skeet ranges, hunting and fishing areas, hiking and horseback riding trails.
  - (4) Residential uses such as lawns, gardens, parking areas and play areas.
  - (5) Such other open-space uses similar in nature to the above uses.
- B. Conditional Uses. The following uses which involve structures (temporary or permanent), fill, storage of materials or equipment, excavation or alteration of a watercourse may be permitted only upon issuance of a conditional use permit by the Board of Adjustment as provided for in subsection 19 of this section. Such uses must also meet the applicable provisions of the Floodway District performance standards.
  - (1) Uses or structures accessory to open-space uses.
  - (2) Circuses, carnivals, and similar transient amusement enterprises.
  - (3) Drive-in theaters, new and used car lots, roadside stands, signs and billboards.

- (4) Extraction of sands, gravel and other materials.
- (5) Marinas, boat rentals, docks, piers and wharves.
- (6) Utility transmission lines and underground pipelines.
- (7) Other uses similar in nature to uses described in paragraphs A and B of this subsection which are consistent with the provisions of paragraph C and the general spirit and purpose of this section.
- C. Performance Standards. All Floodway District uses allowed as a permitted or conditional use shall meet the following standards.
- (1) No use shall be permitted in the Floodway District that would result in any increase in the 100-year flood level. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.
  - (2) All uses within the Floodway District shall:
    - a. Be consistent with the need to minimize flood damage.
    - b. Use construction methods and practices that will minimize flood damage.
    - c. Use construction materials and utility equipment that are resistant to flood damage.
- (3) No use shall affect the capacity or conveyance of the channel or floodway of any tributary to the main stream, drainage ditch or any other drainage facility or system.
- (4) Structures, buildings and sanitary and utility systems, if permitted, shall meet the applicable performance standards of the Floodway Fringe District and shall be constructed or aligned to present the minimum possible resistance to flood flows.
  - (5) Buildings, if permitted, shall have low flood damage potential and shall not be for human habitation.
- (6) Storage of materials or equipment that are buoyant, flammable, explosive or injurious to human, animal or plant life is prohibited. Storage of other material may be allowed if readily removable from the Floodway District within the time available after flood warning.
- (7) Watercourse alterations or relocations (channel changes and modifications) must be designed to maintain the flood carrying capacity within the altered or relocated portion. In addition, such alterations or relocations must be approved by the Iowa Department of Natural Resources.
- (8) Any fill allowed in the floodway must be shown to have some beneficial purpose and shall be limited to the minimum amount necessary.
- (9) Pipeline river or stream crossings shall be buried in the streambed and banks or otherwise sufficiently protected to prevent rupture due to channel degradation and meandering or due to the action of flood flows.
  - 17. Floodway Fringe (Overlay) District FF.
- A. Permitted Uses. All uses within the Floodway Fringe District shall be permitted to the extent that they are not prohibited by any other ordinance (or underlying zoning district) and provided they meet applicable performance standards of the Floodway Fringe District.
- B. Performance Standards. All uses must be consistent with the need to minimize flood damage and meet the following applicable performance standards.
  - (1) All structures shall:
    - a. Be adequately anchored to prevent flotation, collapse or lateral movement of the structure.
    - b. Use construction methods and practices that will minimize flood damage.
    - c. Use construction materials and utility equipment that are resistant to flood damage.
- (2) Residential Buildings. All new or substantially improved residential structures shall have the lowest floor, including basement, elevated a minimum of one (1) foot above the 100-year flood level. Construction shall be upon compacted fill which shall, at all points, be no lower than one foot above the 100-year flood level and extend at such elevation at least 18 feet beyond the limits of any structure erected thereon. Alternate methods of elevating (such as piers) may be allowed subject to favorable consideration by the Board of Adjustment, where existing topography, street grades, or other factors preclude elevating by fill. In such cases, the methods used must be adequate to support the structure as well as withstand the various forces and hazards associated with flooding. All new residential structures shall be provided with a means of access which will be passable by wheeled vehicles during the 100-year flood.

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- (3) Nonresidential Buildings. All new or substantially improved nonresidential buildings shall have the lowest floor (including basement) elevated a minimum of one foot above the 100-year flood level, or together with attendant utility and sanitary systems, be flood proofed to such a level. When floodproofing is utilized, a professional engineer registered in the State of Iowa shall certify that the floodproofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the 100-year flood; and that the structure, below the 100-year flood level is watertight with walls substantially impermeable to the passage of water. A record of the certification indicating the specific elevation (in relation to National Geodetic Vertical Datum) to which any structures are flood proofed shall be maintained by the Administrator.
  - (4) All new and substantially improved structures:
- a. Fully enclosed areas below the "lowest floor" (not including basements) that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or meet or exceed the following minimum criteria: (i) a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided; (ii) the bottom of all openings shall be no higher than one foot above grade; and (iii) openings may be equipped with screens, louvers, valves, or other coverings or devices provided they permit the automatic entry and exit of floodwaters. Such areas shall be used solely for parking of vehicles, building access and low damage potential storage.
- b. New and substantially improved structures must be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
- c. New and substantially improved structures must be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
  - (5) Factory-built homes:
- a. All factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be elevated on a permanent foundation such that the lowest floor of the structure is a minimum of one (1) foot above the 100-year flood level.
- b. All factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors.
  - (6) Utility and Sanitary Systems:
- a. On-site waste disposal and water supply systems shall be located or designed to avoid impairment to the system or contamination from the system during flooding.
- b. All new and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system as well as the discharge of effluent into flood waters. Wastewater treatment facilities (other than on-site systems) shall be provided with a level of flood protection equal to or greater than one (1) foot above the 100-year flood elevation.
- c. New or replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system. Water supply treatment facilities (other than on-site systems) shall be provided with a level of protection equal to or greater than one (1) foot above the 100-year flood elevation.
- d. Utilities such as gas or electrical systems shall be located and constructed to minimize or eliminate flood damage to the system and the risk associated with such flood damaged or impaired systems.
- (7) Storage of materials and equipment that are flammable, explosive or injurious to human, animal or plant life is prohibited unless elevated a minimum of one (1) foot above the 100-year flood level. Other material and equipment must either be similarly elevated or (i) not be subject to major flood damage and be anchored to prevent movement due to flood waters or (ii) be readily removable from the area within the time available after flood warning.
- (8) Flood control structural works such as levees, flood walls, etc. shall provide, at a minimum, protection from a 100-year flood with a minimum of three feet of design freeboard and shall provide for

adequate interior drainage. In addition, structural flood control works shall be approved by the Iowa Department of Natural Resources.

- (9) Watercourse alterations or relocations must be designed to maintain the flood carrying capacity within the altered or relocated portion. In addition, such alterations or relocations must be approved by the Iowa Department of Natural Resources.
- (10) Subdivisions (including factory-built home parks and subdivisions) shall be consistent with the need to minimize flood damages and shall have adequate drainage provided to reduce exposure to flood damage. Development associated with subdivision proposals (including the installation of public utilities) shall meet the applicable performance standards of this Ordinance. Subdivision proposals intended for residential use shall provide all lots with a means of access which will be passable by wheeled vehicles during the 100-year flood. Proposals for subdivisions greater than five (5) acres or fifty (50) lots (whichever is less) shall include 100-year flood elevation data for those areas located within the Flood Plain (Overlay) District.
- (11) Accessory Structures. Detached garages, sheds and similar structures accessory to a residential use are exempt from the 100-year flood elevation requirements where the following criteria are satisfied.
  - The structure shall not be used for human habitation.
  - b. The structure shall be designed to have low flood damage potential.
- c. The structure shall be constructed and placed on the building site so as to offer minimum resistance to the flow of floodwaters.
- d. The structure shall be firmly anchored to prevent flotation which may result in damage to other structures.
- e. The structure's service facilities such as electrical and heating equipment shall be elevated or flood proofed to at least one foot above the 100-year flood level.

Exemption from the 100-year flood elevation requirements for such a structure may result in increased premium rates for flood insurance coverage of the structure and its contents.

- (12) Recreational Vehicles. Recreational vehicles are exempt from the requirements of paragraph 17(B)(5) of this section regarding anchoring and elevation of factory-built homes when the following criteria are satisfied.
  - a. The recreational vehicle shall be located on the site for less than 180 consecutive days, and
- b. The recreational vehicle must be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system and is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.

Recreational vehicles that are located on the site for more than 180 consecutive days or are not ready for highway use must satisfy requirements of paragraph 17(B)(5) of this section regarding anchoring and elevation of factory-built homes.

- (13) Pipeline river and stream crossings shall be buried in the streambed and banks, or otherwise sufficiently protected to prevent rupture due to channel degradation and meandering.
  - 18. General Flood Plain (Overlay) District FP.

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- A. Permitted Uses. The following uses are permitted within the General Flood Plain District to the extent they are not prohibited by any other ordinance (or underlying zoning district) and provided they do not include placement of structures, factory-built homes, fill or other obstructions, the storage of materials or equipment, excavation or alteration of a watercourse.
- Agricultural uses such as general farming, pasture, grazing, outdoor plant nurseries, horticulture, viticulture, truck farming, forestry, sod farming and wild crop harvesting.
  - (2) Industrial/commercial uses such as loading areas, parking areas, airport landing strips.
- (3) Private and public recreational uses such as golf courses, tennis courts, driving ranges, archery ranges, picnic grounds, boat launching ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting preserves, target ranges, trap and skeet ranges, hunting and fishing areas, hiking and horseback riding trails.
  - (4) Residential uses such as lawns, gardens, parking areas and play areas.
- B. Conditional Uses. Any uses which involve placement of structures, factory-built homes, fill or other obstructions, storage of materials or equipment, excavation or alteration of a watercourse may be allowed only P.31

upon issuance of a variance by the Board of Adjustment as provided for in subsection 19 of this section. All such uses shall be reviewed by the Iowa Department of Natural Resources to determine (i) whether the land involved is either wholly or partly within the floodway or floodway fringe and (ii) the 100-year flood level. The applicant shall be responsible for providing the Iowa Department of Natural Resources with sufficient technical information to make the determination.

- C. Performance Standards.
- (1) All conditional uses, or portions thereof, to be located in the floodway as determined by the Iowa Department of Natural Resources shall meet the applicable provisions and standards of the Floodway (Overlay) District.
- (2) All conditional uses, or portions thereof, to be located in the floodway fringe as determined by the Iowa Department of Natural Resources shall meet the applicable provisions and standards of the Floodway Fringe (Overlay) District.
  - 19. Requests For Variances From District Requirements.
- A. The Board of Adjustment shall hear and decide appeal and requests for variances from the requirements of this section.
- B. The Board of Adjustment shall hear and decide appeals when it is alleged that there is an error in any requirement, decision or determination made by the Zoning Administrator in the enforcement or administration of this section.
- C. Any person aggrieved by the decision of the Board of Adjustment or any taxpayer may appeal such decision to the District Court as provided by the Code of Iowa.
- D. In passing upon such applications, the Board of Adjustment shall consider technical evaluation, relevant factors, standards specified in other sections of this chapter, and:
  - (1) The danger that materials may be swept onto other lands to the injury of others.
  - (2) The danger of life and property due to flooding or erosion damage.
- (3) The susceptibility of proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
  - (4) The importance of the services provided by the proposed facility to the community.
  - (5) The necessity to the facility of a waterfront location, where applicable.
- (6) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use.
  - (7) The compatibility of the proposed use with existing and anticipated development.
- (8) The relationship of the proposed use to the Comprehensive Plan and flood plain management program for that area.
  - (9) The safety of access to the property in time of flood for ordinance and emergency vehicles.
- (10) The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effect of wave action, if applicable, expected at the site.
- (11) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges.
  - E. Conditions for Variance.
- (1) Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level providing terms 2 through 7 below have been fully considered. As the lot size increases beyond the one-half acre, the technical jurisdiction required for issuing the variance increases.
- (2) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this section.
- (3) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result; consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.

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- (4) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- (5) In addition to the criteria for variances set forth in Section 165.22(9) of this chapter, variances shall only be issued upon (i) a showing of good and sufficient cause, (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) a determination that the granting of the variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
- (6) Any applicant to whom a variance is granted shall be given a written notice that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
- (7) All variances granted shall have the concurrence or approval of the Iowa Department of Natural Resources.
  - 20. Nonconforming Uses.
- A. Continuance of Nonconforming Uses. A structure or the use of a structure or premises which was lawful before the passage or amendment of the ordinance codified in this section but which is not in conformity with the provisions of this section may be continued subject to the following conditions:
- (1) No such use or substantial improvement of that use shall be expended, changed, enlarged, or altered in a way which increases its nonconformity.
- (2) If such use is discontinued for six consecutive months, any future use of the building premises shall conform to this section. The Utility Department shall notify the Building Inspector in writing of instances of nonconforming uses where utility services have been discontinued for a period of six months.
- (3) Uses or adjuncts thereof which are or become nuisances shall not be entitled to continue any nonconforming uses.
- B. Replacement of Residential Uses. If any residential nonconforming use of structure is destroyed by any means, including flood, it shall not be reconstructed if the cost is more than 50 percent of the market value of the structure before the damage occurred. The calculation of the cost of reconstruction does not include the cost of any alteration to comply with existing State or local health, sanitary, building, or safety codes or regulations or the cost of any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.
- C. Replacement of Nonresidential Uses. If any nonresidential nonconforming use of structure is destroyed by any means, including flood, it should not be reconstructed if the cost is more than 50 percent of the market value of the structure before the damage occurred except that if it is reconstructed in conformity with the provisions of this section. The calculation of the cost of reconstruction does not include the cost of any alteration to comply with existing State or local health, sanitary, building, or safety codes or regulations or the cost of any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.
- 21. Amendments. The regulations and standards set forth in this section may from time to time be amended, supplemented, changed, or repealed. No amendment, supplement, change, or modification of this section without prior approval of the Iowa Department of Natural Resources.

#### NEVADA CITY COUNCIL - MONDAY, OCTOBER 12, 2020 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 6<sup>th</sup> Street, Nevada, Iowa. Mayor Brett Barker, convened the meeting at 6:00 p.m. on Monday, October 12, 2020, pursuant to the rules of the Council. The agenda was posted on the official bulletin board in compliance with the open meeting law.

#### 2. ROLL CALL

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

Staff Present: Erin Clanton, Jordan Cook, Kerin Wright, Ric Martinez, Shanna Speer, Shawn Cole, Larry Stevens and Mike Roth.

Also in attendance were: Karen Selby, John Hall, Henry Corbin, P and Al Kockler.

#### 3. APPROVAL OF AGENDA

Motion by Sandy Ehrig, seconded by Jason Sampson, to <u>approve the agenda</u>. After due consideration and discussion the roll was called. Aye: Ehrig, Sampson, Spence, Hanson, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

#### 4. PUBLIC HEARING(S)

A. WWTF Improvements, Phase 1: Plans, Specs and Form of Contract and Estimates

#### 1. Public Hearing

At 6:02 p.m. Mayor Barker announced that this is the time and place set for a <u>public hearing</u> as advertised in the Nevada Journal on <u>September 24, 2020</u>. The public hearing is <u>on Proposed Plans and Specifications, Form of Contract and Estimate of Cost for the Nevada WWTF Improvements-Phase 1.</u>

There were <u>no written or oral objections</u> to the aforementioned recommendation. The Mayor closed the public hearing at 6:02 p.m.

 Resolution No. 032 (2020/2021): A Resolution finally approving and confirming plans, specifications, form of contract and estimate of cost for the Nevada Wastewater Treatment Facility Improvements-Phase 1 Project

Motion by Dane Nealson, seconded by Jason Sampson, to <u>adopt Resolution No. 032 (2020/2021)</u>. After due consideration and discussion the roll was called. Aye: Nealson, Sampson, Spence, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

 Resolution No. 033 (2020/2021): A Resolution awarding the contract for the Nevada Wastewater Treatment Facility Improvements-Phase 1 Project.

Motion by Brian Hanson, seconded by Jason Sampson, to <u>adopt Resolution No. 033 (2020/2021).</u> After due consideration and discussion the roll was called. Aye: Hanson, Sampson, Spence, Ehrig, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

- B. FY2020/2021 Budget Amendment No. 1
  - 1. Public Hearing, FY2020/2021 Budget Amendment No. 1

At 6:07 p.m. Mayor Barker announced that this is the time and place set for a <u>public hearing</u> as advertised in the Nevada Journal on <u>September 24, 2020</u>. The public hearing is <u>on Proposed FY2020/2021 Budget Amendment</u>, No 1.

There were <u>no written or oral objections</u> to the aforementioned recommendation. The Mayor closed the public hearing at 6:07 p.m.

 Resolution No. 034 (2020/2021): A Resolution approving the FY2020/2021 Budget Amendment, No. 1

Motion by Jason Sampson, seconded by Dane Nealson, to <u>adopt Resolution No. 034 (2020/2021).</u> After due consideration and discussion the roll was called. Aye: Sampson, Nealson, Spence, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

- C. Proposed Development Agreement with On Track Construction, LLC, including Annual Appropriation Tax Increment Payments
  - Public Hearing, on Proposed Development Agreement with On Track Construction, LLC

At 6:07 p.m. Mayor Barker announced that this is the time and place set for a <u>public hearing</u> as advertised in the Nevada Journal on <u>September 24, 2020</u>. The public hearing is <u>on Proposed Development Agreement with On Track Construction, LLC.</u>

There were <u>no written or oral objections</u> to the aforementioned recommendation. The Mayor closed the public hearing at 6:07 p.m.

 Resolution No. 035 (2020/2021): A Resolution approving Development Agreement with On Track Construction, LLC, Authorizing Annual Appropriation Tax Increment Payments Pledging Certain Tax Increment Revenues to the Payment of the Agreement

The agreement was tabled until the next meeting.

- D. Proposed Development Agreement with Mid-States Material Handling & Fabrication, Inc., including Annual Appropriation Tax Increment Payments
  - 1. Public Hearing

At 6:08 p.m. Mayor Barker announced that this is the time and place set for a <u>public hearing</u> as advertised in the Nevada Journal on <u>September 24, 2020</u>. The public hearing is <u>on Proposed Development Agreement with Mid-States Material Handling & Fabrication, Inc., including Appropriation Tax Increment Payments.</u>

There were <u>no written or oral objections</u> to the aforementioned recommendation. The Mayor closed the public hearing at 6:08 p.m.

 Resolution No. 036 (2020/2021): A Resolution approving Development Agreement with Mid-States Material Handling & Fabrication, Inc., Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

The agreement was tabled until the next meeting.

- E. Proposed Development Agreement with South Glen, LLC, including Annual Appropriation Tax Increment Payments
  - 1. Public Hearing

At 6:10 p.m. Mayor Barker announced that this is the time and place set for a <u>public hearing</u> as advertised in the Nevada Journal on <u>September 24, 2020</u>. The public hearing is <u>on Proposed Development Agreement with South Glen, LLC, including Annual Appropriation Tax Increment Payments.</u>

There were <u>no written or oral objections</u> to the aforementioned recommendation. The Mayor closed the public hearing at 6:10 p.m.

 Resolution No. 037 (2020/2021): A Resolution approving Development Agreement with South Glen, LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

The agreement was tabled until the next meeting.

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

Motion by Luke Spence, seconded by Barb Mittman, to <u>approve the following consent</u> agenda items:

- A. Approve Minutes of the Regular Meeting held on September 28, 2020
- B. Approve Payment of Cash Disbursements, including Check Numbers 74477-74559 and Electronic Numbers 843-845 (Inclusive) Totaling \$388,682.94 (See attached list)
- C. Set Public Hearing to Amend City of Nevada Code Section 165.15, Flood Plain Management for October 26<sup>th</sup> and authorize publication for October 15<sup>th</sup>

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

#### 6. MAYOR'S APPOINTMENTS

A. Library Board appointment of Priscilla Gammon to replace Lisa Johnson who resigned.

term expires 6/30/2021

Motion by Brian Hanson, seconded by Jason Sampson, to <a href="mailto:approve-Mayor's appointment of Priscilla Gammon to the Library Board, term expires 6/30/2021">appointment of Priscilla Gammon to the Library Board, term expires 6/30/2021</a>. After due consideration and discussion the roll was called. Aye: Hanson, Sampson, Spence, Ehrig, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

#### 7. PUBLIC FORUM

A. NEDC Director John Hall and Main Street Nevada Director Henry Corbin requested support from the city for the new Vision planning. The cost will be \$15,000 with the city paying half.

#### 8. OLD BUSINESS

A. Ordinance No. 1013 (2020/2021): An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the September, 2020 Addition to the Nevada Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa, third and final reading

Motion by Jason Sampson, seconded by Dane Nealson, to <u>adopt Ordinance No. 1013</u> (2020/2021), third/final reading. After due consideration and discussion the roll was called. Aye: Sampson, Nealson, Spence, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

B. Ordinance No. 1014 (2020/2021): An Ordinance Amending Original Ordinance Designating an Area of Nevada, Iowa as the Nevada Urban Revitalization Area, second reading

Motion by Luke Spence, seconded by Sandy Ehrig, to approve Ordinance No. 1014 (2020/2021), second reading. After due consideration and discussion the roll was called. Aye: Spence, Ehrig, Hanson, Mittman, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

C. Resolution No. 038 (2020/2021): A Resolution approving the Final Plat for South Glen LLC

Motion by Jason Sampson, seconded by Dane Nealson, to <u>adopt Resolution No. 038</u> (2020/2021). After due consideration and discussion the roll was called. Aye: Sampson, Nealson, Spence, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

D. Approve Pay Request No. 7 for Central Business District Infrastructure Project from Con-Struct in the amount of \$723,694.42

Motion by Luke Spence, seconded by Barb Mittman, to <u>approve Pay Request No. 7 for the Central Business District Infrastructure Project from Con-Struct in the amount of \$723,694.42.</u> After due consideration and discussion the roll was called. Aye: Spence, Mittman, Nealson, Sampson, Ehrig, Hanson. Nay: None. The Mayor declared the motion carried.

#### E. Opening of Public Facilities

Motion by Sandy Ehrig, seconded by Brian Hanson, to Open Public Facilities regular hours with the stipulation that if numbers get to 8% again the Council will review again. After due consideration and discussion the roll was called. Aye: Ehrig, Hanson, Mittman, Nealson, Sampson. Nay: Spence. The Mayor declared the motion carried.

#### 9. NEW BUSINESS

A. Discussion and Appropriate Follow up on request for credit on Utility Bill for 1330 H Ave

Motion by Luke Spence, seconded by Sandy Ehrig, to <u>approve Option 1, apply a credit to 1330 H Avenue for a determined amount toward the sewer services for the water that didn't go down the sewer.</u> After due consideration and discussion the roll was called. Aye: Spence, Ehrig, Hanson, Mittman, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

B. Resolution No. 039 (2020/2021): A Resolution to adopt Social Media Policy

Motion by Barb Mittman, seconded by Luke Spence, to <u>adopt Resolution No. 039</u> (2020/2021). After due consideration and discussion the roll was called. Aye: Mittman, Spence, Ehrig, Hanson, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

#### 10. REPORTS:

Mayor Barker reported the website review is being finalized. The Main Street opening and City Administrator event last weekend was well attended. He thanked Planning and Zoning Supervisor Cole for his efforts in getting the work completed in time. The Nevada Foundation is in the early silent phase of fundraising for the Fieldhouse.

Council Member Nealson reported on the Nevada Runners event held last weekend. There is one more run on November 1<sup>st</sup> to support Diabetes. Council Member Spence updated council on the Drug Task Force Committee.

City Engineer Stevens updated council on the IRUA water connection for the South Glen Subdivision. He also introduced Casey Patton who will be assisting him in the coming months. Stevens will be going to an on-call basis after the first of the year.

City Clerk Wright advised the FY22 Budget season had begun with budget worksheets going out to department heads. Annual Reports are also due December 1st and will be finishing up those in the coming month. IMFOA Conference is next week in person at the DSM Airport Holiday Inn.

Library Director Speer updated the council on the phased opening approach for the Library. They will be offering some browsing appointments and using the Story County percentages to determine Phase 3.

#### 11. ADJOURNMENT

Nevada City Council October 12, 2020 Minutes FY20/21 Page 48 (2020/2021)

There being no further business to come before the meeting, motion by Dane Nealson, seconded by Jason Sampson, to <u>adjourn the meeting</u>. Following voice vote, the Mayor declared the motion carried at 7:00 p.m. the meeting adjourned.

ATTEST:	Brett Barker, Mayor	*
Kerin Wright, City Clerk Published: Council Approved:		

Item# 5B Date: 10|26|20

# CITY OF NEVADA CLAIMS REPORT FOR OCTOBER 22, 2020 10/13/20 THRU 10/22/20

	10/13/20 THRO 10/22/20		
VENDOR	REFERENCE	<b>AMOUNT</b>	CHECK#
WAGEWORKS	FSA 10142020 PMT	33.43	847
ALLIANT	WTR/CEM-UTIL	3,836.17	74560
VERIZON	PD/WWT/WTR-PHONES/GIS	320.08	74561
CON STRUCT	CBD PROJ PR#7	723,694.42	74562
TREASURER STATE OF IA	SALES TAX 10/1-15/2020	4,291.35	848
TREASURER STATE OF IA	WET 10/1-15/2020	10,395.30	849
QUILL CORP	LIB-DOOR FOOT HANDLES	269.98	74563
BAKER & TAYLOR	LIB-MATERIALS	2,228.88	74564
IA COMM NETWORK	LIB-LONG DISTANCE	7.21	74565
AMAZON.COM CREDIT	LIB-MATERIALS	45.92	74566
CENTER POINT	LIB-MATERIALS	388.72	74567
CENGAGE	LIB-MATERIALS	194.27	74568
PERRY PUBLIC LIBRARY	LIB-MATERIALS	20.00	74569
BOOKPAGE	LIB-SUBSCRIPTIONS	354.00	74570
WAGEWORKS	FSA 10202020 PMT	84.63	850
IPERS	IPERS	31,512.21	851
TREASURER STATE OF IA	STATE TAX	8,729.00	852
EFTPS	FED/FICA TAX	24,526.42	853
AMER'N FAMILY	AFLAC	4,332.12	74577
ICMA	DEFERRED COMP	845.00	74578
UNITED WAY	UNITED WAY	30.00	74579
COLLECTION SERVICES CENTER	CHILD SUPPORT	305.71	74580
GREAT WESTERN BANK	HSA	253.06	74581
FIDELITY SECURITY LIFE	VISION	515.40	74582
BEN FRANKLIN	PKA-ENVELOPES	2.99	74583
BROWN SUPPLY	STS-RISER /PIPE	362.32	74584
FAREWAY	REC/WTR/STS-SUPPLIES	55.15	74585
HAWKINS INC	WTR-CHEMICALS	8,582.58	74586
ALLIANT	STS/CD-K AVE/SIREN	78.69	74587
NEVADA VETERINARY	PD-ANIMAL CONTROL	135.00	74588
NEVADA LUMBER	CBD PROJECT-SCREWS/STS-SCREWS	119.81	74589
VAN WALL	PKM-OIL/FILTER	169.54	74590
SCHENDEL PEST CONTROL	ALL-PEST CONTROL	225.00	74591
STATE HYGIENIC LAB	WWT-LAB ANALYSIS	2,791.50	74592
CAPITAL SANITARY SUPPLY	PKM-SUPPLIES	215.06	74593
COMPUTER RESOURCE SPECIALISTS	PD/ADM/WTR-IT SVCS	4,097.18	74594
ARNOLD MOTOR SUPPLY	PKM/STS-SUPPLIES	121.22	74595
ELECTRIC WHOLESALE	CH-BULBS/BALLAST	654.04	74596
IA STATE READY MIX	STS-CONCRETE	1,355.25	74597
DOOR & FENCE STORE	STS-SAFETY EYES	301.50	74598
IA DNR	WWTP-STRM DISCH CONST	175.00	74599
GATEHOUSE	PUBLICATIONS	578.69	74600
HOKEL	WWT-CYLINDER RENT	15.00	74601

SIGN PRO OF AMES	COVID-BANNERS	450.00	74602
IA DOT	CBD DOWNTOWN SIGNAGE /STS	1,381.64	74603
IA DOT	P&Z-TRNG	960.00	74604
GOOD AND QUICK	PD/STS-RPR/#88 OIL CHANGE	57.16	74605
SIMMERING-CORY/IA CODIFICATION	LEGAL-CODE ON INTERNET	450.00	74606
IA IRRIGATION, CORP	PKM-FALL SHUT DOWN	680.00	74607
SANDRY FIRE SUPPLY	FD-STORZ FOR HYDRANTS	577.10	74608
STOREY KENWORTHY	COVID-HAND SANI DISPENSER	36.26	74609
O'HALLORAN INT	STS-INJECTOR CLEANER	116.64	74610
ACCO	POOL-REPAIR	5,757.37	74611
GALLS INC	PD-#617 UNIFORM	328.54	74612
IA MUN WORKERS COMP	FY20-ADJUSTMENT	327.00	74613
REESE ELECTRIC	WTR-MOTOR RPR	317.10	74614
WINDSTREAM	PD/POOL-PHONE	143.02	74615
CONSUMERS ENERGY	ALL-UTILITY	6,575.64	74616
HILPIPRE-MAIER, RHONDA	REC-PUMPKINS	160.00	74617
FAIRMONT FIRE SYSTEMS	GH-INSPECTION	162.00	74618
JOHN DEERE FINANCIAL	WWT/STS/WWT/CEM-SUPPLIES	748.44	74619
HR GREEN, INC	ENGINEERING	17,830.63	74620
NORTHWAY WELL AND PUMP	WTR-WELL#9 REHAB	29,508.00	74621
INTL CODE COUNCIL	P&Z-MEMBERSHIP	115.00	74622
STAR EQUIPMENT	STS-FLOAT	53.07	74623
ZIMCO	PKM-HERBICIDE	2,361.00	74624
MISSISSIPPI LIME	WTR-QUICKLIME	6,236.52	74625
WILLIAMSON ELECTRIC	PKM/GH-ELEC RPR	2,153.07	74626
ALPHA COPIES & PRINT CE	ADM-NEWSLETTER	288.50	74627
SPORTS BOWL	CA/WWT-EMBROIDERY	110.00	74628
PRINCIPAL FIN GROUP	ALL-LIFE INSURANCE	574.41	74629
QUADIENT	ALL-POSTAGE	1,000.00	74630
AMAZON	PKM-RELAY	18.24	74631
<b>ROCKMOUNT RESEARCH &amp; ALLOYS</b>	STS-SUPPLIES	423.82	74632
FARMHOUSE CATERING	REC-COOKIES	80.00	74633
BOBCAT OF AMES	PKM-MAINT SUPPLIES	251.87	74634
ACTIVE911 INC	FD-ALERTING RENEWAL	601.50	74635
AMES HYDRAULICS	STS-HYD CYLINDER	180.42	74636
THE RADAR SHOP	PD-TUNING FRK/RADAR RECERT	420.00	74637
MENARDS - AMES	STS-PWR STRIP	14.99	74638
VINYL GRAPHICS	PD-EXPLORER DECAL PCKG	279.88	74639
MACQUEEN EQUIPMENT	STS-DOOR SEAL	127.55	74640
IA DEPT OF PUBLIC SAFETY	PD-ONLINE WARRANTS/ARTICLES	300.00	74641
THE AUSTIN PETERS GROUP INC	ALL-WAGE/SALARY STUDY	6,536.25	74642
SMITH'S SEWER SERVICE	CBD PROJ-INSP.WYE CONN	332.00	74643
FAIR & IMPARTIAL POLICING	PD-REYNOLDS TRNG	592.00	74644
	Accounts Payable Total	926,865.43	
	Payroll Checks	69,984.33	
	**** REPORT TOTAL ****	996,849.76	

GENERAL	119,936.84
ROAD USE TAX	21,639.52
LOCAL OPTION SALES TAX	1,326.13
LIBRARY TRUST	1,147.58
PARK OPEN SPACE	0.66
CBD DOWNTOWN IMPR	739,784.22
WATER	56,507.90
WATER CAPITAL REVOLVING	29,508.00
SEWER	24,577.40
SEWER CAP IMP PROJECT	175.00
LANDFILL/GARBAGE	55.21
STORM WATER	73.50
REVOLVING FUND	1,999.74
FLEX BENEFIT REVOLVING	118.06
TOTAL FUNDS	996,849.76

GLBLCERP 10/15/20 CASH 5:48 PM

CITY OF NEVADA BALANCE SHEET CALENDAR 9/2020, FISCAL 3/2021 MTD

	CA	LENDAR 9/2020, FISCAL	
ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CASH-GENERAL FUND	4,100,277.00	6,596,602.03
002-000-1110	CASH-HOTEL/MOTEL	23.00	17,060.04
110-000-1110	CASH-ROAD USE TAX	53,844.10	1,825,020.22
112-000-1110	CASH-EMPLOYEE BENEFITS	64,431.06	204,110.55
113-000-1110	CASH-RUT CAPITAL	215.95	160,161.11
119-000-1110	CASH-EMERGENCY FUND	6,742.67	8,266.85
121-000-1110	CASH-LOCAL OPTION TAX	90,584.49	374,092.07
125-000-1110	CASH-TIF	116,819.63	2,239,086.10
126-000-1110	CASH-LMI SUBFUND		77,320.56
167-000-1111	RESERVE-WELLS	2.37	1,755.89
167-000-1113	RESERVE-ZWILLING	.15	110.38
167-000-1114	RESERVE-ALBERRY	1.35	1,004.64
168-000-1118	RESERVE-UNDESIGNATED	.01	7.86
168-000-1119	RESERVE-HARMS TRUST, GREEN SP		26,143.69
169-000-1110	CASH-LIBRARY TRUST	1,940.71	36,234.46
171-000-1110	CASH-FIRE TRUST	23.25	17,244.86
172-000-1110	CASH-SCORE UNDESIGNATED	7.97	5,907.84
L73-000-1110	CASH-SCORE O&M	.35	261.20
174-000-1110	CASH-NORTH STORY BASEBALL	6.49	4,810.41
.75-000-1110	CASH-SENIOR COMM CENTER	10.82	8,026.47
.76-000-1110	CASH-GH PIANO	25.32	18,782.07
.77-000-1110	CASH-POLICE FOREITURE	16.24	12,042.54
79-000-1122	RESERVE-GRNBLT MAP 2005	4.80	3,563.61
79-000-1124	RESERVE-ST CO TRAIL	.53	393.06
79-000-1125	RESERVE-IND RDG GREENBE	2.29	1,696.75
79-000-1127	RESERVE-UNRESTRICTED	75.00	55,626.40
79-000-1128	RESERVE-SCORE SCOREBOAR	6.13	4,543.23
79-000-1130	RESERVE-LANDSCAPING	15.24	6,302.12
79-000-1131	RESERVE-FIELD MAINT	13.90	10,307.64
79-000-1132	RESERVE-LEW HANSEN SUB	1.88	1,396.42
79-000-1133	RESERVE-87 SOUTHWOOD	10.13	7,514.05
79-000-1134	RESERVE-MARDEAN PARK	1.20	891.79
30-000-1110	CASH-COLUMBARIAN MAINT	4.82	3,577.43
31-000-1110	CASH-TRAIL MAINTENANCE	8.67	6,432.60
32-000-1110	CASH-DANIELSON/OTHERTRU	335.10	248,534.66
13-000-1110	CASH-LIB BLDG TRUST	.26	193.27
4-000-1110	CASH-TREES FOREVER	6.08	4,507.78
5-000-1110	CASH-4TH OF JULY	106.95	5,153.47
6-000-1110	CASH-COMM BAND	1.13	838.91
0-000-1110	CASH-DEBT SERVICE	56,456.00	293,343.11
1-000-1110	CASH-CITY HALL/PUBLIC S	1.16	859.96
2-000-1110	CASH-LIBRARY BLDG	15,434.47	20,124.59
4-000-1110	CASH-SC/FIELDHOUSE	2,417.13-	54,507.03-
7-000-1110	CASH-SIDEWALKIMPROVEMEN	63.64	47,202.06
1-000-1110	CASH-2019 CIP WORK	2,235.87	1,658,280.15
2-000-1110	CASH-2019 SOUTH D AVE PAVING	700 044 00	603,137.29-
5-000-1110	CASH-CBD DOWNTOWN IMPR	796,944.60-	5,253,594.40
L-000-1110	CASH-TRAIL CIP PROJECTS	320.64	237,809.69
3-000-1110 5-000-1110	CASH-2017STS, WTR, WWT, STM PROJ	466.75	346,172.21
j-000-1110	CASH-LINC HWY/W 18TH ST INTERS	0.50	548,265.65-
1-000-1110	CASH-2017BOND, REFUND 2013B	.01	8.70

## CITY OF NEVADA BALANCE SHEET CALENDAR 9/2020, FISCAL 3/2021

Page 2 OPER: KW

	CA	LENDAR 9/2020, FISCAL	
		MTD	YTD
ACCOUNT NUMBER	ACCOUNT TITLE	BALANCE	BALANCE
500-000-1110	CASH-PERPETUAL CARE		152,861.58
501-000-1110	CASH-HATTERY		5,000.00
600-000-1110	CASH-WATER O&M	147,816.10	
601-000-1110	CASH-WATER DEPOSITS		
602-000-1110		847.91	77,625.26
605-000-1110	CASH-WATER PLANT UPGRADE RSF	RV 1,456.92	1,080,558.58
	CASH-WATER 2012C BOND	0 626 20	701,855.21
607-000-1110	CASH-WTR CAPITAL REVOLV	9,636.20-	403,380.76
610-000-1110	CASH-WASTEWATER O&M	101,095.69	1,483,909.73
615-000-1110	CASH-SEWER CONSTRUCTION	8,810.50	2,347,660.84
616-000-1110	CASH-WWT CIP	262,386.21-	1,984,225.61
617-000-1110	CASH-WWT CAPITAL	421.86	312,881.72
618-000-1110	CASH-SRF SPONSORED PROJECT	470F03100000000000000	20,000.00
670-000-1110	CASH-GARBAGE UTILITY	6,255.09	15,480.27
740-000-1110	CASH-STORM WATER UTILIT	15,200.78	627,211.88
810-000-1139	RESERVE-PARK & RECREATI	4,601.84-	54,449.01
810-000-1140	RESERVE-LIBRARY	83.21	61,713.58
810-000-1141	RESERVE-CEMETERY	64.52	47,849.18
810-000-1142	RESERVE-FINANCE	454.99	337,449.74
810-000-1143	RESERVE-FIRE	1,695.69	376,006.43
810-000-1144	RESERVE-POLICE	33,392.00-	200,355.71
810-000-1146	RESERVE-PLANNING & ZONI	40.10	29,739.23
810-000-1147	RESERVE-GATES HALL	19.96	14,803.09
810-000-1148	RESERVE-TECHNOLOGY	28.32	21,005.94
812-000-1110	CASH-FLEXIBLE BENEFITS	291.26	8,204.24
830-000-1110	CASH-SICK & VACATION	412.04	
550 500 1110	CIDIT STER & MCHILOR		303,337.20
	CASH TOTAL	3,722,911.41	26,388,288.44
)01-000-1120	PETTY CASH - LIBRARY		75.00
500-000-1120	PETTY CASH - CITY HALL		600.00
	PETTY CASH TOTAL	.00	675.00
L82-000-1168	COUNTY FOUNDATION INVES		81,600.83
	SAVINGS TOTAL	.00	81,600.83
			01,000,03
01-000-1170	CD-GENERAL FUND	4,000,000.00-	*************
	CD's TOTAL	4,000,000.00-	.00
	TOTAL CASH	277,088.59-	26,470,564.27

Page 1 OPER: KW

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 9/2020, FISCAL TOTAL BUDGET	MTD	YTD	ISCAL YTD PERCENT EXPENDED	
	POLICE TOTAL	1,194,876.00		431,943.42		762,932.58
	POLICE-OFFICE TOTAL EMERGENCY MANAGEMENT TOTAL COVID-19 TOTAL FLOOD CONTROL TOTAL FIRE TOTAL AMBULANCE TOTAL	117,989.00	8,405.90	29,296.95		88,692.05
	COVID-19 TOTAL	900.00	65.80 398.25	195.02 2,375.23	21.67 .00	704.98
	FLOOD CONTROL TOTAL	32,600,00	2,785.66	13,139.27	40.30	2,375.23- 19,460.73
	FIRE TOTAL	370,606.00	18,168.77	109,042.63	29.42	261,563.37
	AMBULANCE TOTAL	38,800.00	1,701.65	6,819.82	17.58	31,980.18
	BUILDING INSPECTIONS TOTAL	55,941.00	3,714.01	12,970.50	23.19	42,970.50
	ANIMAL CONTROL TOTAL	5,100.00	359.48	1,431.28	28.06	3,668.72
	ANIMAL CONTROL-OWNER TOTAL	370,606.00 38,800.00 55,941.00 5,100.00 1,500.00	210.50	498.70	33.25	1,001.30
	PUBLIC SAFETY TOTAL	1,818,312.00	141,306.16	607,712.82	33.42	1,210,599.18
	ROADS, BRIDGES, SIDEWALKS TOT	TA 778,205.00	41,572.77	225,916.87	29.03	552,288.13
	STREET LIGHTING TOTAL	901 N. 10300 E. 10300 E. 10300	2,768.90	21,249.50	14.76	122,750.50
	TRAFFIC CONTROL & SAFETY TOT	1 000 00	.00		.00	1,000.00
	PAVEMENT MARKINGS TOTAL	20,000.00 82,275.00 50,000.00	1,998.15	4,208.85	21.04	15,791.15
	SNOW REMOVAL TOTAL	82,275.00	.00	299.33	.36	81,975.67
	TREES & WEEDS TOTAL	50,000.00		93.24	.19	49,906.76
	PUBLIC WORKS TOTAL	1,075,480.00		251,767.79		823,712.21
	WATER, AIR, MOSQUITO CONTRO TOTA	A 13,000.00	.00	.00	.00	13,000.00
	ACCESS TOTAL	1,030.00	.00	1,030.00	100.00	.00
	NEVADA YOUTH & SHELTER TOTAL	6,925.00	.00	6,925.00	100.00	.00
	CENTER FOR ADDICTIONS RCY TOTAL		.00	2,230.00	100.00	.00
	COMMUNITY RESORCE CENTER TOTAL		.00	21,540.00	100.00	.00
	STORY CO VOLUNTEER CENTER TOTA RETIRED SEN VOLUNTEER PGM TOTA		.00	1,020.00	100.00	.00
	HEARTLAND SENIOR SERVICES TOTA		.00	990.00 1,890.00	100.00	.00
	MIDIOWA COMMUNITY ACTION TOTA		.00 .00	1,510.00	100.00 100.00	.00
	GOOD NEIGHBOR EM ASSIST TOTAL	2,210.00	.00	2,210.00	100.00	.00
	STORY CO LEGAL AID TOTAL	2,360.00	.00		100.00	.00
	SALVATION ARMY TOTAL	1,905.00	.00		100.00	.00
	TOTAL	2,800.00	.00		100.00	.00
	OTHER HEALTH/SOCIAL SERV TOTA	5,140.00	.00	4,360.00	84.82	780.00
	HEALTH & SOCIAL SERVICES TOTA	64,550.00	.00	50,770.00	78.65	13,780.00
	LIBRARY TOTAL	451,476.00	31,176.77	103,851.75	23.00	347,624.25
	LIBRARY-DONATED TOTAL	32,500.00	.00	1,543.63	4.75	30,956.37
	LIBRARY-STATE INFRASTRUCT TOTA	21,500.00	1,632.52	5,723.91	26.62	15,776.09
	MUSEUM/BAND/THEATRE TOTAL	1,520.00	.00	.00	.00	1,520.00
	PARKS TOTAL	104,075.00	6,397.96	39,819.09	38.26	64,255.91
	PARK MAINTENANCE TOTAL		17,824.26	99,809.20	28.46	250,860.80
	PARKS-AHTLETIC FIELDS TOTAL	20,000.00	5,236.45	8,690.40	43.45	11,309.60
	TRAIL SYSTEM-BIKE/WALK TOTAL FOUR-PLEX COMPLEX TOTAL	15,000.00 48,052.00	.00 495.71	.00 3,340.86	.00 6.95	15,000.00
	TOOK TEEN CONTEEN TOTAL	40,032,00	733.71	3,340.00	0.93	44,711.14

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		CALENDAR 9/2020, FISCA	AL 3/2021 MTD	PCT OF F	PERCENT	
ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	BALANCE	BALANCE	EXPENDED	UNEXPENDED
	POOL TOTAL	237,036.00	10,204.51	28,215.62		208,820.38
	RECREATION TOTAL	68,949.00	4,598.96	19,610.99		49,338.01
	ADULT SOFTBALL TOTAL	600.00	.00	14.72		585.28
	COMMUNITY HEALTH/WELLNESS TO	TA 500.00	.00	.00		500.00
	SENIOR ACTIVITY TOTAL	1,000.00	.00	.00		1,000.00
	CEMETERY TOTAL	148,733.00	7,150.48	38,986.01		109,746.99
	COMMUNITY CTR/ZOO/MARINA TO	ΓA 188,166.00	11,050.25	42,206.56		145,959.44
	SENIOR COMMUNITY CENTER TOTAL	7,062.00	321.62	1,857.69		5,204.31
	FIELDHOUSE TOTAL	65,000.00	.00	.00		65,000.00
	BASEBALL SOFTBALL TOTAL	34,733.00	.00	1,514.95		33,218.05
	YOUTH BASKETBALL TOTAL	10,209.00	.00	.00		10,209.00
	VOLLEYBALL TOTAL	2,115.00	727.71	727.71		1,387.29
	FLAG FOOTBALL TOTAL	6,070.00	956.96	956.96		
	SENIOR COMMUNITY CENTER TOTAL FIELDHOUSE TOTAL BASEBALL SOFTBALL TOTAL YOUTH BASKETBALL TOTAL VOLLEYBALL TOTAL FLAG FOOTBALL TOTAL HALLOWEEN TOTAL JR THEATRE/FESTIVAL TREES TOT	250.00	.00	.00		250.00
	JK THEATKE/FESTIVAL TREES TOT	A 2,615.00	.00	.00		2,615.00
	CIKL TOTAL	2,000.00	.00	995.00		1,005.00
	SUFTBALL TOURNAMENT TOTAL	1,000.00	.00	.00	.00	1,000.00
	HISTORICAL SOCIETY TOTAL	491.00	.00	5,000.00	.00 1,018.33 .00	4,509.00-
	OTHER CHITHRE (BECREATION TOTAL	8,500.00	.00	3,710.00	.00	8,500.00
	HALLOWEEN TOTAL JR THEATRE/FESTIVAL TREES TOT CIRL TOTAL SOFTBALL TOURNAMENT TOTAL HISTORICAL SOCIETY TOTAL HISTORIC PRESERVATION TOTAL OTHER CULTURE/RECREATION TOT	A 2,930.00	.00	3,710.00	126.62	780.00-
	CULTURE & RECREATION TOTAL	1,832,752.00	97,774.16	406,575.05	22.18	1,426,176.95
	ECONOMIC DEVELOPMENT TOTAL	432.352.00	.00	2,869.44	.66	429,482.56
	ECONOMIC DEVELOPMENT TOTAL MAIN STREET NEVADA TOTAL	25,000,00	.00 .00 .00 13,722.06 .00	.00	.00	25,000.00
	HOUSING & URBAN RENEWAL TOTAL	10,000.00	.00	.00	.00	10,000.00
	PLANNING & ZONING TOTAL	166,282.00	13,722.06	26,387.58	15.87	139,894.42
	CHRISTMAS LIGHTS TOTAL	800.00	.00	.00	.00	800.00
	4TH OF JULY TOTAL	9,000.00	.00	.00	.00	
	LINCOLN HWY DAYS TOTAL	4,000.00	.00	.00	.00	4,000.00
	VISITOR'S GUIDE TOTAL	500.00	.00	.00	.00	500.00
	MAIN STREET NEVADA TOTAL HOUSING & URBAN RENEWAL TOTAL PLANNING & ZONING TOTAL CHRISTMAS LIGHTS TOTAL 4TH OF JULY TOTAL LINCOLN HWY DAYS TOTAL VISITOR'S GUIDE TOTAL OTHER COMM & ECO DEV TOTAL	30,700.00	364.00	364.00	1.19	30,336.00
	COMMUNITY & ECONOMIC DEV TOTAL	A 678,634.00	14,086.06	29,621.02	4.36	649,012.98
	MAYOR/COUNCIL/CITY MGR TOTAL	12 220 00	306.38	2 722 70	22.20	0.407.31
	COUNCIL TOTAL	12,220.00 7,987.00	.00	2,722.79 2.00	22.28	9,497.21
	CITY ADMINISTRATOR TOTAL	34,800.00	553.64	2,788.86	.03 8.01	7,985.00
	CLERK/TREASURER/ADM TOTAL	327,573.00	17 181 08	60 107 73	18.38	32,011.14
	LEGAL SERVICES/ATTORNEY TOTAL		6,360.00 8,466.15 368.80-	27,030.00	24.40	267,375.27 83,770.00
	CITY HALL/GENERAL BLDGS TOTAL		8 466 15	36,214.84	29.12	88,134.16
	TORT LIABILITY TOTAL	40,160.00	368 80-	40,653.20	101.23	493.20-
	OTHER GENERAL GOVERNMENT TOTAL		368.80- 69.81	1,662.18	12.79	11,337.82
	GENERAL GOVERNMENT TOTAL	670,889.00	32,568.26	171,271.60	25 52	499,617.40
	SENERAL GOVERNMENT TOTAL	070,003.00	32,300.20	1/1,2/1.00	23.33	475,017.40
	CITYHALL/LIBRARY DEBT TOTAL	96,613.00	.00	.00	.00	96,613.00
	2019B CIP WORK TOTAL	570,350.00	.00	.00	.00	570,350.00

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ACCOUNT NUMBER

CITY OF NEVADA
BUDGET REPORT
CALENDAR 9/2020, FISCAL 3/2021

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CA ACCOUNT TITLE	LENDAR 9/2020, FISCA TOTAL BUDGET	AL 3/2021 MTD BALANCE	PCT OF F. YTD BALANCE	ISCAL YTD PERCENT EXPENDED	
DDCE WTR/WWT/STS DEBT TOTAL	674,300.00	.00	.00	.00	674,300.00
DEBT SERVICE TOTAL	1,341,263.00	.00	.00	.00	1,341,263.00
ROADS, BRIDGES, SIDEWALKS TOTA	4,411,000.00	805,818.08	1,753,937.48	39.76	2,657,062.52
SIDEWALKS TOTAL	25,000.00	.00	.00	.00	25,000.00
RAILROAD CROSSINGS TOTAL	5,000.00	.00	.00	.00	5,000.00
FIELDHOUSE TOTAL	8,500,000.00	2,417.13	11,900.28	.14	8,488,099.72
CITY HALL/GENERAL BLDGS TOTAL	2,000.00	.00	.00	.00	2,000.00
CAPITAL PROJECTS TOTAL	12,943,000.00	808,235.21	1,765,837.76	13.64	11,177,162.24
OTHER GENERAL GOVERNMENT TOTA	.00	2,614.66	5,798.10	.00	5,798.10-
WTR 2012C BOND TOTAL	574,603.00	.00	3,408,400.75	593.17	2,833,797.75-
WATER TOTAL	40,720.00	10,180.08	10,180.08	25.00	30,539.92
WATER-PLANT/PUMPS TOTAL	793,897.00	52,227.12	200,737.25	25.29	593,159.75
WATER-LINES-INST & O&M TOTAL	61,493.00	4,445.51	16,065.91	26.13	45,427.09
WATER ACCOUNTING TOTAL	330,517.00	25,894.78	88,113.73	26.66	242,403.27
WASTEWATER PLANT TOTAL	702,080.00	31,673.08	170,833.14	24.33	531,246.86
WASTSEWATER COLLECTION TOTAL	2,070,052.00	272,791.28	727,355.51	35.14	1,342,696.49
WASTEWATER ACCOUNTING TOTAL	224,352.00	14,649.36	48,442.45	21.59	175,909.55
LANDFILL/GARBAGE TOTAL	72,079.00	55.32	35,900.32	49.81	36,178.68
STORM WATER TOTAL	35,900.00	639.87	989.02	2.75	34,910.98
ENTERPRISE FUNDS TOTAL	4,905,693.00	415,171.06	4,712,816.26	96.07	192,876.74
TRANSFERS IN/OUT TOTAL	8,254,362.00	.00	2,746,593.06	33.27	5,507,768.94
TRANSFER OUT TOTAL	8,254,362.00	.00	2,746,593.06	33.27	5,507,768.94
TOTAL EXPENSES	33,584,935.00	 1,555,550.69	10,742,965.36	31.99	22,841,969.64
(67.2)	=======================================		=======================================		============

GLREVNRP 10/15/20 RFUND 5:51 PM CITY OF NEVADA REVENUE REPORT

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CALENDAR 9/2020, FISCAL 3/2021 BUDGET MTD YTD PERCENT ACCOUNT TITLE ESTIMATE BALANCE BALANCE RECVD ACCOUNT NUMBER UNCOLLECTED GENERAL TOTAL 4,024,110.00 339,405.07 594,883.82 14.78 3,429,226.18 HOTEL MOTEL TOTAL 11,250.00 23.00 1,331.80 11.84 9,918.20 ROAD USE TAX TOTAL 958,128.00 96,543.17 282,770.69 29.51 675,357.31 EMPLOYEE BENEFITS TOTAL 702,835.00 64,431.06 79,843.21 11.36 622,991.79 RUT CAPITAL TOTAL 176,500.00 215.95 175,450.76 99.41 1,049.24 EMERGENCY FUND TOTAL 73,308.00 6,742.67 8,266.85 11.28 65,041.15 LOCAL OPTION SALES TAX TOTAL 922,000.00 93,327.29 270,994.02 29.39 651,005.98 TAX INCREMENT FINANCING TOTAL 969,646.00 116,819.63 141,315.76 14.57 828,330.24 LMI-SUBFUND TOTAL 64,672.00 .00 .00 .00 64,672.00 3.87 RESTRICTED GIFTS TOTAL 30.00 12.37 41.23 17.63 CEMETARY CIP/LAND TOTAL 300.00 35.26 112.74 37.58 187.26 LIBRARY TRUST TOTAL 8,100.00 3,573.23 3,697.58 45.65 4,402.42 23.25 24.78 225.66 FIRE TRUST TOTAL 300.00 74.34 7.97 SCORE-UNDESIGNATED TOTAL 100.00 25.47 25.47 74.53 1.12 22.40 3.88 SCORE 0&M TOTAL 5.00 .35 20.74 NORTH STORY BASEBALL TOTAL 21,500.00 6.49 .10 21,479.26 SENIOR CENTER TRUST TOTAL 150.00 10.82 34.60 23.07 115.40

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CALENDAR 9/2020, FISCAL 3/2021

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PCT OF FISCAL YTD 25.0% BUDGET MTD YTD PERCENT ACCOUNT NUMBER ACCOUNT TITLE ESTIMATE BALANCE BALANCE RECVD UNCOLLECTED GATES HALL PIANO TOTAL 225.00 25.32 80.97 35.99 144.03 ASSET FORFEITURE TOTAL 100.00 16.24 51.92 51.92 48.08 PARK OPEN SPACE TOTAL 24,450.00 131.10 2,063.57 8.44 22,386.43 COLUMBARIAN MAINTENANCE TOTAL 220.00 4.82 15.41 7.00 204.59 TRAIL MAINTENANCE TOTAL 10,200.00 8.67 10,018.10 98.22 181.90 DANIELSON TRUST TOTAL 500.00 335.10 1,073.71 214.74 573.71-LIB BLDG TRUST TOTAL 200.00 .26 .83 .42 199.17 TREES FOREVER TOTAL 50.00 6.08 19.44 38.88 30.56 4TH OF JULY TRUST TOTAL 2,020.00 106.95 121.92 6.04 1,898.08 COMMUNITY BAND TOTAL 1,000.00 1.13 3.62 .36 996.38 DEBT SERVICE TOTAL 1,364,389.00 56.456.00 69.039.72 5.06 1,295,349.28 CH CAMPUS PROJ TOTAL 100.00 1.16 3.71 3.71 96.29 LIBRARY ADDITION TOTAL 102,237.00 15,434.47 18,775.94 18.37 83,461.06 SC/FIELDHOUSE TOTAL 8,500,000.00 .00 .00 .00 8,500,000.00 SIDEWALK IMPROVEMENTS TOTAL 35,000.00 63.64 1,419.48 4.06 33,580.52 2019 CIP WORK TOTAL .00 2,235.87 7,149.61 .00 7,149.61-CBD DOWNTOWN IMPR TOTAL 9,260,000.00 7,083.45 275,354.21 2.97 8,984,645.79

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PCT OF FISCAL YTD 25.0%

Page

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CALENDAR 9/2020, FISCAL 3/2021 BUDGET MTD YTD PERCENT ACCOUNT NUMBER ACCOUNT TITLE ESTIMATE BALANCE RECVD BALANCE UNCOLLECTED TRAIL CIP RESERVE PROJTS TOTA 66,837.00 320.64 1.025.18 1.53 65,811,82 2017 STS/WT/SE/STRM PROJ TOTA .00 466.75 1,492.34 .00 1,492.34-LINC HWY-W 18TH ST INTSCT TOTA .00 45,903.65 45,903.65 .00 45,903.65-2017 BOND, REFUND 2013B TOTAL .00 .01 .03 .00 .03-PERPETUAL CARE TOTAL 3,800.00 1,000.00 2,800.00 .00 26.32 WATER TOTAL 2,204,527.00 228,942.06 606,699.46 27.52 1,597,827.54 WATER DEPOSITS TOTAL 25,000.00 2,700.00 6,645.00 26.58 18,355.00 WATER PLANT UPGRADE RSRV TOTA 210,000.00 1,456.92 204,358.08 97.31 5,641.92 WATER 2012C/2020B BOND TOTAL 574,103.00 .00 4,074,246.46 709.67 3,500,143.46-WATER CAPITAL REVOLVING TOTAL 127,500.00 543.88 99.28 918.44 126,581.56 SEWER TOTAL 1,316,054.00 150,609.86 399,639.47 30.37 916,414.53 SEWER CONSTRUCTION TOTAL 323,000.00 8,810.50 275,579.60 85.32 47,420.40 SEWER CAP IMP PROJECT TOTAL 3,000,000.00 .00 .00 .00 3,000,000.00 SEWER EQUIP REVOLVING TOTAL 63,000.00 421.86 61,258.77 97.24 1,741.23 LANDFILL/GARBAGE TOTAL 68,650.00 6,310.41 18,017.42 26.25 50,632.58 STORM WATER TOTAL 178,900.00 15,840.65 47,407.86 26.50 131,492.14 REVOLVING FUND TOTAL 426,000.00 9,737.62 79.48 338,577.84 87,422.16

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ACCOUNT NUMBER

CITY OF NEVADA REVENUE REPORT

CALENDAR 9/2020, FISCAL 3/2021

PCT OF FISCAL YTD 25.0%

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ACCOUNT TITLE		BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
FLEX BENEFIT REVOLVING	TOTAL	.00	2,905.92	8,717.76	.00	8,717.76-
OTHER INTERNAL SERV FU	ND TOTA	4,500.00	412.04	1,317.41	29.28	3,182.59
TOTAL REVENUE BY FUND		35,825,496.00	1,278,462.11	8,162,495.92	22.78	27,663,000.08

Applicant

License Application ( LE0001363

Date: 10

Name of Applicant:

Good & Quick Co

Name of Business (DBA): Good & Quick Co

Address of Premises: 519 Lincolnway

City Nevada

County: Story

Zip: 50201

Business

(515) 382-4323

Mailing

519 Lincolnway

City Nevada

State IA

Zip: 50201

#### **Contact Person**

Name Charles Good

Phone: (515) 290-1346

Email

cha0958@hotmail.com

Classification Class E Liquor License (LE)

Term: 12 months

Effective Date: 12/05/2020

Expiration Date: 12/04/2021

Privileges:

Class B Native Wine Permit

Class E Liquor License (LE)

Sunday Sales

Status of Business

BusinessType:

Privately Held Corporation

Corporate ID Number:

XXXXXXXXX

Federal Employer ID XXXXXXXXXX

Ownership

**Charles Good** 

First Name:

Charles

Last Name:

Good

City:

Nevada

State:

lowa

Zip: 50201

Position:

President

% of Ownership: 100.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: EMPLOYERS MUTUAL CASUALTY COMPANY

Policy Effective Date: 12/05/2020

Policy Expiration

01/01/1900

**Bond Effective** 

2

Dram Cancel Date:

**Outdoor Service Effective** 

Outdoor Service Expiration

**Temp Transfer Effective Date** 

Temp Transfer Expiration Date:

#### BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

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Item#<u>5E</u> Date: <u>10(26/20</u>

#### WELLNESS PROGRAM REWARDS/INCENTIVES January 1, 2021 – December 31, 2021

All permanent part-time and full-time employees are encouraged to participate in an incentive program, whereby successful completion of the required action items each year would result in the following incentives:

All employees who sign the City's wellness pledge on or before January 1, 2021, will be eligible in receiving incentives.

#### Wellness Incentive Program

#### 1. Wellness Reimbursement

Upon verification that each individual activity has been completed, the following reimbursement will be provided within 30 days:

a. Annual Physical (including appropriate follow-up and age appropriate screening, such as Colonoscopy, Mammogram, PSA Test, or other cancer screening test)
b. Annual Blood Screening
c. Annual Dental Exam
\$50

Total \$200

 Bonus: If an employee completes all three segments of the above wellness plan, they will receive an additional \$100.

#### d. Annual Vision Exam

\$50

Extra Bonus: If an employee completes Wellness Items #1 through #3 above and #4 vision exam; the employee will be able to convert two (2) sick days to one (1) personal day or receive an additional \$50. There must be at least 10 sick days left in your account after the conversion. The employee will receive a voucher for the day off and will have until June 30, 2022 to take the day off.

The employee will complete the verification form with physician's signature, an Insurance EOB (Explanation of Benefits) or a Doctor's note and present it to payroll by the end of the year to request a reimbursement.

#### 2. Major Lifestyle Change

All employees who consult with the Wellness representative (*Erin Mousel*) on or before January 1, 2021, to provide their goal to make a major lifestyle change (for example: quit tobacco use, no longer need blood pressure medication to maintain a healthy blood pressure, start an exercise program, have significant weight loss, or other significant lifestyle change approved by the representative) may receive **eight hours of paid leave** (or one paid wellness day) per calendar year, subject to department head approval. The employee may be eligible for this reward after May 1<sup>st</sup>. If the employee does not follow through with the annual obligation after receiving the benefit, he or she will not be eligible for any incentives the following year.

#### 3. Volunteerism

All **full-time** employees can elect to volunteer for a non-profit organization up to *thirty* (30) hours per calendar year. All permanent **part-time** employees can elect to volunteer for a non-profit organization up to <u>sixteen</u> (16) hours per calendar year. The volunteer time can take place during normal business hours with prior approval from their supervisor. If the volunteer hours are outside of the normal work hours, the employee can elect to take the same number of hours off duty with pay with prior approval from their supervisor. <u>Volunteer hours earned off duty must be used off in the same fiscal year they were earned.</u>

#### Examples:

- John volunteers at the Nevada Middle School from 1:00 pm to 3:30 pm for a field trip, pending approval from his supervisor. John would be paid his regular hourly rate for the 2.5 hours he was volunteering for the Nevada Public School.
- Sally volunteers for the Lincoln Highway Days 5-K Run on Friday evening from 6:00 pm until 8:00 pm. Sally would be able to take 2 hours off work at a later date, pending supervisor approval.

#### 4. Fitness

- A. Work out at a Story County fitness center at least 8 times per month for a minimum of 30 minutes of exercise or weight training from January 1, 2021 December 31, 2021, and you can request reimbursement after each month up to the amount of \$25 per month to be applied toward a fitness membership.
- B. In lieu of requesting reimbursement each month for attending a fitness center, an employee may participate in a bike, run, walk, golf or softball events, verify paid entry/registration and request reimbursement after each event up to the amount of \$300 per year.

Note: This program and these rewards/incentives are for this year's program; therefore, these rewards/incentives are subject to change and may not be offered during next year's program. In addition, employees who do not take the wellness pledge are not eligible for any rewards or incentives.

#### Additional Incentive

Any full or part time employee who completes one of the Wellness Program activities (1-4) will receive a Participation Day Incentive, allowing that employee to take a day off equivalent to their typical hourly day. Participation Days expire at the beginning of a fiscal year the following year after your day is received. An employee is allowed to roll over one (1) Participation day and bank up to two (2) participation days. (Payouts will not be given for a Participation day)

#### Examples:

- John went to the dentist on December 21, 2020, He received \$50 and a Participation Day which will expire on June 30, 2022.
- John has one (1) Participation Day he received on December 21, 2020. He went and had his annual blood draw on January 3, 2021. He now will receive \$50 as well as another Participation Day. (Because this is a new year, he is allowed to

- roll over his existing Participation Day and receive an additional Participation day because of a new year).
- Sally has two (2) participation days and is concerned she will not have an
  opportunity to use both before the end of the fiscal year. (Sally would be allowed
  to roll-over one (1) of her Participation days in to the following year).

Item# 7A Date: 10126/20

#### ORDINANCE NO. 1014 (2020/2021)

An Ordinance Amending Ordinance Designating an Area of Nevada, Iowa as the Nevada Urban Revitalization Area

WHEREAS, pursuant to the provisions of Chapter 404, Code of Iowa (the "Code"), the governing body of a city may, by ordinance, designate an area of the city as a revitalization area upon the completion of procedures specified in the Code; and

WHEREAS, pursuant to the provisions of the Code, the City Council of Nevada, Iowa (the "City"), has by resolution determined, with respect to an area within the City, hereinafter described in Section 1 and known as the Nevada Urban Revitalization Area that:

- 1. (a) The Nevada Urban Revitalization Area is an area which is appropriate as an economic development area as defined in Section 403.17 of the Code of Iowa.
  - (b) The Nevada Urban Revitalization Area is an area which is appropriate for public improvements related to housing and residential development, or construction of housing and residential development, including single family housing.
  - (c) The redevelopment, economic development and promotion of housing and residential development in the Nevada Urban Revitalization Area is necessary in the interest of the public welfare of the residents of the City and the Nevada Urban Revitalization Area substantially meets the criteria set forth in Section 404.1 of the Code.

WHEREAS, pursuant to the provisions of the Code, the City prepared a plan amendment (the "Plan Amendment") for the Nevada Urban Revitalization Area and held a public hearing on the Plan Amendment for the Nevada Urban Revitalization Area; and

WHEREAS, pursuant to the provisions of the Code, the City has adopted the Plan Amendment for the Nevada Urban Revitalization Area; and

WHEREAS, the City updated the description of the Nevada Urban Revitalization Area in the Plan Amendment to include the real property described in Section 1 below;

NOW, THEREFORE, Be It Ordained by the City Council of the City of Nevada, in Story County, Iowa, as follows:

Section 1. In accordance with the Code and in consideration of the recitations set out in the preamble hereof, the area formed by contiguous real estate parcels more particularly described as follows:

The NE ¼ of the SE ¼ of Section 18, Township 83 North, Range 22, West of the 5th P.M., except the road, Story County, Iowa..

is hereby included within the Nevada Urban Revitalization Area.

- Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.
- Section 3. 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.

Kerin Wright, City Clerk

This ordinance shall be in effect after its final passage, approval and Section 4. publication, as provided by law. First consideration passed by the City Council of the City of Nevada, Iowa, the 28th day of September, 2020. Brett Barker, Mayor Attest: Kerin Wright, City Clerk Second consideration passed by the City Council of the City of Nevada, Iowa, the 12th day of October, 2020. Brett Barker, Mayor Attest: Kerin Wright, City Clerk .... Third and final consideration passed by the City Council of the City of Nevada, Iowa, the 26th day of October, 2020. Brett Barker, Mayor Attest:

STATE OF IOWA COUNTY OF STORY CITY OF NEVADA

SS:

I, the undersigned, do hereby certify that I am the duly appointed City Clerk of the City of Nevada, Iowa, and that the above and foregoing is a true, correct and complete copy of the minutes of the meeting of the City Council, held as therein shown insofar as such minutes pertain to the passage of a resolution and an ordinance, including a true, correct and complete copy of said resolution and ordinance referred to in said minutes.

I certify further that I filed a copy	of the plan	and the	resolution	approving	the r	olan	with
the Story County Assessor.	ā						

WITNESS MY HAND this	day of	, 2020.	
		Kerin Wright, City Clerk	

Council Member Brian Hanson introduced an ordinance entitled: "Ordinance No. 1014 (2020/2021): An Ordinance Amending Ordinance No. 724, Designating an Area of Nevada, Iowa as the Nevada Urban Revitalization Area."

It was moved by Council Member Brian Hanson and seconded by Council Member Sandy Ehrig that the aforementioned ordinance be now adopted through the first reading. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: Brian Hanson, Sandy Ehrig, Barb Mittman, Dane Nealson, Luke Spence, Jason Sampson

Nays: None

Nays: None.

Whereupon, the Mayor declared the motion duly carried and declared that said ordinance had been given its initial consideration.

It was moved by Council Member Luke Spence and seconded by Council Member Sandy Ehrig that the aforementioned ordinance entitled: "Ordinance No. 1014 (2020/2021): An Ordinance Amending Ordinance No. 724 Designating an Area of Nevada, Iowa as the Nevada Urban Revitalization Area" be now adopted through the second reading. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: <u>Luke Spence, Sandy Ehrig, Barb Mittman, Brian Hanson, Jason Sampson, Dane Nealson</u>

Whereupon, the Mayor declared the motion duly carried.

It was moved by Council Member \_\_\_\_\_\_ and seconded by Council Member \_\_\_\_\_ that the aforementioned ordinance entitled: "Ordinance No. 1014 (2020/2021): An Ordinance Amending Ordinance No. 724 Designating an Area of Nevada, Iowa as the Nevada Urban Revitalization Area" be now put upon its final passage and adoption.

The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: \_\_\_\_\_

Whereupon, the Mayor declared said ordinance duly adopted and signed approval to said ordinance as follows:

Item#\_78 Date: 10/26/20

#### RESOLUTION NO. 035 (2020/2021)

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

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

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

WHEREAS, a certain development agreement (the "Agreement") between the City and On Track Construction, LLC (the "Developer") has been prepared in connection with the development of an industrial park in the Urban Renewal Area, including the construction of certain public infrastructure improvements (the "Project"); and

WHEREAS, under the Agreement, the City would provide annual appropriation incremental property tax payments to the Developer in a total amount not exceeding \$1,500,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on October 12, 2020, and has otherwise complied with statutory requirements for the approval of the Agreement; and

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

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

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

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

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

- (a) The Project will add diversity and generate new opportunities for the Nevada and Iowa economies;
- (b) The Project will generate public gains and benefits, particularly in the creation of new jobs, which are warranted in comparison to the amount of the proposed property tax incentives.
- Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments to the Developer.
- Section 3. The Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.
- Section 4. All payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund (the "On Track Construction, LLC Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

Certain real property situated in the City of Nevada, Story County, State of Iowa more particularly described as follows:

### Lots 1, 2, 3, 4 and 5 and Outlot A, Airport Road Industrial Park, Seventh Addition to the City of Nevada.

- Section 5. The City hereby pledges to the payment of the Agreement the On Track Construction, LLC Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no payment will be made under the Agreement unless and until monies from the On Track Construction, LLC Subfund are appropriated for such purpose by the City Council.
- Section 6. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Story County to evidence the continuing pledging of the On Track Construction, LLC Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the County Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

	Section 7.	All resolutions or parts there	of in conflict herewith are h	ereby repealed.
	Passed and a	approved October 26, 2020.		
			Brett Barker, Mayor	<del></del>
Attest:				
Kerin V	Wright, City C	Clerk		
		****		
	On motion ar	nd vote the meeting adjourned.		
			N.	
			Brett Barker, Mayor	
Attest:	(7)			
Kerin V	Vright, City C	lerk		

#### DEVELOPMENT AGREEMENT

This Development Agreement is entered into between the City of Nevada, Iowa (the "City") and On Track Construction, LLC (the "Developer") as of the day of, 2020 (the "Commencement Date").	
WHEREAS, the City has established the Nevada Urban Renewal Area (the "Urban Renewal Area"), and has adopted a tax increment ordinance for the Urban Renewal Area; and	n
WHEREAS, the Developer owns certain real property which is situated in the City, lie within the Urban Renewal Area and is more specifically described on Exhibit A hereto (the "Property"); and	
WHEREAS, the Developer has proposed to undertake (i) the development of an industrial park on the Property, including the construction of certain public infrastructure improvements (the "Public Infrastructure Project"); and (ii) the expansion of its industrial	3

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

facilities for use in its business operations on the Property (the "Expansion Project"); and

WHEREAS, the base valuation of the Property for purposes of calculating Incremental Property Tax Revenues, as herein defined, under this Agreement and Section 403.19 of the Code of Iowa is \$ (the "Base Valuation"); and

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

NOW THEREFORE, the parties hereto agree as follows:

#### A. Developer's Covenants

- 1. Expansion Project. The Developer agrees to construct the Expansion Project on the Property. Furthermore, the Developer expects to invest approximately \$4,000,000 into capital improvements for the Expansion Project, including construction work, equipment, furnishings and other capital improvements. The Developer has submitted a detailed site plan (the "Site Plan") for the development of the Commercial Project to the City which was approved by the City Council on \_\_\_\_\_\_\_\_\_, 20\_\_\_\_. The Site Plan is attached as Exhibit B hereto. The Developer agrees to construct the Expansion Project in accordance with the Site Plan and to substantially complete such construction by no later than December 31, 2022.
- 2. <u>Public Infrastructure Project Construction</u>. The Developer agrees to cause the construction of the Public Infrastructure Project in accordance with the timeline and specifications set forth on Exhibit C hereto. Prior to constructing the Public Infrastructure Project, the Developer will submit copies of all engineering documents related to the proposed

Public Infrastructure Project to the City for review. The City may request reasonable changes in such documents, to ensure compliance with any applicable ordinances or regulations.

The City shall retain all rights to inspect the completed Public Infrastructure Project for quality of work and full compliance with City Code. Nothing in this subsection shall be interpreted as limiting the City's rights to <u>not</u> accept the work if the Public Infrastructure Project is not completed to the satisfaction of the City.

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

3. <u>Public Infrastructure Costs Documentation</u>. Upon completion of the Public Infrastructure Project, the Developer agrees to provide documentation (the "Costs Documentation") detailing the costs (the "Public Infrastructure Costs") incurred in the completion thereof, including invoices and such other documentation as is reasonably requested by the City, confirming that such Public Infrastructure Costs detailed in such Costs Documentation were in fact incurred in the construction of the Public Infrastructure Project and that such Public Infrastructure Costs are of an amount reasonably to have been expected with respect to such construction. The Developer will include a cover page in the form attached hereto as Exhibit D with its submittal of the Costs Documentation.

The Public Infrastructure Costs may include costs relating to land acquisition costs, designing and constructing the Public Infrastructure Project, landscaping and grading the Public Infrastructure Project, interest expense and other costs of financing, and other reasonably related costs of carrying out the Public Infrastructure Project, including the Legal and Administrative Costs defined in Section A.7 of this Agreement.

- 4. Property Taxes. The Developer agrees to make or ensure timely payment of all property taxes as they come due with respect to that portion of the Property with the completed Industrial Park Development Project thereon throughout the Term, as hereinafter defined, and to submit a receipt or cancelled check in evidence of each such payment.
- 5. Property Tax Payment Certification. The Developer agrees to certify to the City by no later than October 15 of each year, commencing October 15, 2023, an amount (the "Developer's Estimate") equal to the estimated Incremental Property Tax Revenues anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property. In submitting each such Developer's Estimate, the Developer will complete and submit the worksheet attached hereto as Exhibit E. The City reserves the right to review and request revisions to each such Developer's Estimate to ensure the accuracy of the figures submitted.

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

Upon request, the City staff shall provide reasonable assistance to the Developer in completing the worksheet required under this Section A.5.

#### 6. Default Provisions.

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

- Failure by the Developer to undertake the Expansion Project pursuant to the terms and conditions of this Agreement.
- II. Failure by the Developer to commence and complete construction of the Public Infrastructure Project pursuant to the terms and conditions of this Agreement.
- III. Failure by the Developer to fully and timely remit payment of property taxes when due and owing.
- IV. Failure by the Developer to observe or perform any other material covenant on its part, to be observed or performed hereunder.
- B. Notice and Remedies. Whenever any event of default described in this Agreement occurs, the City shall provide written notice to the Developer describing the cause of the default and the steps that must be taken by the Developer in order to cure the default. The Developer shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Developer fails to cure the default or provide assurances, the City shall then have the right to:
  - Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
  - II. Withhold the Payments provided for under Section B.2 below.
- 7. <u>Legal and Administrative Costs.</u> The Developer hereby acknowledges that the City will cover the initial payment of legal fees and administrative costs (the "Actual Admin Costs") incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the necessary amendment to the Urban Renewal Area. Furthermore, the Developer agrees that the City shall withhold an amount (the "Admin Withholding Amount") equal to the lesser of (1) \$8,000 or (2) the Actual Admin Costs from the initial Payments, as hereinafter set forth in order to recover some or all of the Actual Admin Costs.

#### B. <u>City's Obligations</u>

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

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

Payments. In recognition of the Developer's obligations set out above, the City agrees to make twenty (20) semiannual economic development tax increment payments (the "Payments" and each, individually a "Payment") to the Developer during the Term (as hereinafter defined) pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments (the "Maximum Payment Total") shall not exceed the lesser of (i) the Accepted Public Infrastructure Costs; or (ii) \$1,500,000. All Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

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

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

Each Payment shall not exceed an amount which represents the Incremental Property Tax Revenues available to the City with respect to the Property during the six (6) months immediately preceding each Payment date.

It is assumed that the new valuation from the Project will go on the property tax rolls as of January 1, 2023. Accordingly, the Payments will be made on December 1 and June 1 of each fiscal year, beginning on December 1, 2024 and continuing to, and including, June 1, 2034, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

3. Annual Appropriation. The Payments shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term, as hereinafter defined, of this Agreement, commencing in calendar year 2023, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount (the "Appropriated Amount") of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Developer's Estimate.

In any given fiscal year, if the City Council determines to not obligate the thenconsidered Appropriated Amount, then the City will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Developer will have no rights whatsoever to compel the City to make such Payments or to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Payments shall not render this Agreement null and void, and the Developer shall make the next succeeding submission of the Developer's Estimate as called for in Section A.5 above, provided however that no Payment shall be made after June 1, 2034.

- 4. Payment Amounts. The aggregate Payments to be made in a fiscal year shall not exceed an amount equal to the corresponding Appropriated Amount (for example, for the Payments due on December 1, 2024 and on June 1, 2025, the aggregate maximum amount of such Payments would be determined by the Appropriated Amount determined for certification by December 1, 2023). Furthermore, the amount of each such Payment shall not exceed the amount of Incremental Property Tax Revenues (excluding allocations of "back-fill" or "make-up" payments from the State of Iowa for property tax credits or roll-back) actually received by the City from the Story County Treasurer attributable to the taxable incremental valuation of the Property in the six (6) months immediately preceding the extant Payment due date.
- 5. <u>Certification of Payment Obligation.</u> In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.3 above, then the City Clerk will certify by December 1 of each such year to the Story County Auditor an amount equal to the most recently obligated Appropriated Amount.

#### C. Administrative Provisions

- 1. Amendment and Assignment. Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Developer's rights to receive the Payments hereunder may be assigned by the Developer to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.
- 2. <u>Successors</u>. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.
- 3. <u>Term.</u> The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 2034.

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

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

	CITY OF NEVADA, IOWA
	By:
Attest:	
City Clerk	ON TRACK CONSTRUCTION ALO
	ON TRACK CONSTRUCTION, LLC  By:

## EXHIBIT A DESCRIPTION OF THE PROPERTY

Certain real property situated in the City of Nevada, Story County, State of Iowa more particularly described as follows:

Lots 1, 2, 3, 4 and 5 and Outlot A, Airport Road Industrial Park, Seventh Addition to the City of Nevada.

#### EXHIBIT B SITE PLAN

\*OR Engineering Alendama, Sr., 414 South 17-h Europ, Sung 100 Arter, Ione 10010 Proses: SI 59, 233-0000 SAN (FIN) 290-0103

POX "
engineering

PROPOSED LOT LAYOUT WISTERN INDUSTRIC YARR REGISTERS FRILLMENT PAPE PEREZA, 1284

221

# EXHIBIT C TIMELINE AND SPECIFICATIONS FOR PUBLIC INFRASTRUCTURE PROJECT

# **ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS** West F Ave Industrial Park Addition City of Nevada OPC Nevada, Iowa Last Update 7/22/2020 FOX PN: 5491-20A



ITEM NO.	BID ITEMS AND QUANTITIES	UNIT	QUANTITY	UNIT PRICE	TOTAL PRIC
TIEM NO.		UNIT	QUANTITY	UNIT PRICE	TOTAL PRIC
	DIVISION 1 - GENERAL PROVISIONS AND COVENANTS (NOT USED)	-			
	DIVISION 2 - EARTHWORK	1	****	DOM: NO.	
2.01	TOPSOIL STRIP & STOCKPILE	CY	32,483	\$1.80	\$58,469.40
2.02	TOPSOIL RESPREAD	CY	12,412	\$2.00	\$24,824.00
2.03	EXCAVATION, CLASS 10	CY	43,900	\$2.00	\$87,800.00
2.04	FINE GRADING & SUBGRADE PREPARATION, 12-INCH	5Y	4,200	\$3.00	\$12,600.00
2.05	BACKFILL OF CURB	CY	400	\$10.00	\$4,000.00
2.06	MODIFIED SUBBASE, 6-INCH	SY	4,200	\$10.00	\$42,000.00
2.07	GRANULAR TURNAROUND, 6-INCH	TON5	135	\$60.00	\$8,100.00
2.08	SUBGRADE TREATMENT, GEOGRID (TYPE 1)	SY	4,200	\$2.00	\$8,400.00
	DIVISION 3 - TRENCH EXCAVATION AND BACKFILL				
3.01	TRENCH FOUNDATION	TONS	100	\$40.00	\$4,000.00
3.02	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	TONS	100	\$40.00	\$4,000.00
3.03	COMPACTION TESTING	LS	1	\$5,000.00	\$5,000.00
	1 - 11 - 11			0.1000000000000000000000000000000000000	
	DIVISION 4 - SEWERS AND DRAINS	1			722 722 22
4,01	STORM SEWER, RCP, 18-INCH	LF	407	\$70.00	\$28,490.00
4.02	STORM SEWER, RCP, 24-INCH	LF	204	\$90.00	\$18,360.00
4.03	STORM SEWER, RCP, 36-INCH	LF	54	\$120.00	\$6,480.00
4.04	SUBDRAIN, TRENCHED, 6-INCH	LF	1,448	\$25.00	\$36,200.00
4.05	PIPE APRON, RCP, 18-INCH	EA	4	\$2,000.00	\$8,000.00
4.06	PIPE APRON, RCP, 24-INCH	EA	4	\$2,500.00	\$10,000.00
4.07	PIPE APRON, RCP, 36-INCH	EA	1	\$3,000.00	\$3,000.00
4.08	CONNECTION TO EXISTING 15-INCH SANITARY, 6-INCH SERVICE	EA	5	\$3,000.00	\$15,000.00
4.09	SANITARY SERVICE STUB, PVC, 6-INCH MAJOR ADJUSTMENT, SANITARY MANHOLE	LF EA	274	\$75.00 \$2,000.00	\$20,550.00 \$8,000.00
7.20	MANUAL NOOD PICKT, SARTIANT MANUALE	EA		\$2,000.00	\$8,000.00
	DIVISION 5 - WATER MAIN AND APPURTENANCES	1			
5.01	TAPPING VALVE & SLEEVE, 12-INCH X 6-INCH	EA	3	\$6,000.00	\$18,000.00
5.02	RESILIENT WEDGE GATE VALVE, 6-INCH	EA	4	\$1,800.00	\$7,200.00
	FIRE HYDRANT ASSEMBLY	EA	4	\$6,000.00	\$24,000.00
5.04	WATER MAIN, 6-INCH	LF	236	\$40.00	\$9,440.00
3000 F-1	DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS				
	CLEANOUT, SUBDRAIN	EA	6	\$750.00	\$4,500.00
	STORM MANHOLE, 5W-401, 48-INCH	EA	2	\$5,000.00	\$10,000.00
	STORM INTAKE, SW-501	EA	3	\$4,000.00	\$12,000.00
	STORM INTAKE, 5W-503	EA	1	\$5,000.00	\$5,000.00
6.05	BEEHIVE INTAKE, 24-INCH	EA	1	\$3,000.00	\$3,000.00
_	DIVISION 7 - STREETS AND RELATED WORK	-			
7.01	PCC PAVEMENT, 8-INCH, CD BASKETS	SY	3,805	\$65.00	\$247,325.00
	PCC PAVEMENT, STRICH, CD BASKETS	LS	1	\$5,000.00	\$5,000.00
7.02	CC PAVENERY SANIFEE & PESTING	LS		\$5,000.00	\$3,000.00
	DIVISION 8 - TRAFFIC CONTROL (NOT USED)				
		2211			
	DIVISION 9 - SITE WORK AND LANDSCAPING				
	SEED, FERTILIZE, & MULCH - SUBDIVISION MIX	AC	24	\$1,100.00	\$26,400.00
	SILT FENCE, INSTALL, MAINTAIN, REMOVE	LF	1,000	\$3.00	\$3,000.00
	TILTER SOCKS	LF	500	\$5.00	\$2,500.00
	RIP-RAP	TON	80	\$100.00	\$8,000.00
9.05	CONSTRUCTION ENTRANCE	TON	100	\$75.00	\$7,500.00
	DIVISION 10 - DEMOLITION (NOT USED)				
	DIVISION 11 - MISCELLANEOUS				
	OBILIZATION (EARTHWORK)	LS	1	\$3,500.00	\$3,500.00
	IOBILIZATION (UTILITY)	LS		\$14,000.00	\$14,000.00
	OBILIZATION (PAVING)	LS		\$20,000.00	\$20,000.00
1.04 E	ND OF STREET SIGNS	LS	1	\$1,000.00	\$1,000.00
		-			
	CONSTRUCTION SUBTOTAL				\$844,638.40
	CONTINGENCY		10%		\$84,463.84
		E 5 E			
	LAND PURCHASE				\$315,000.00
	GAS & ELECTRICAL UTILITY SERVICES	4			\$36,500.00
	ENGINEERING, BIDDING, ADMIN, STAKING, & OBSERVATION				\$47,500.00
				\$350.00	\$4,200.00
	SWPP PREP/MAINT PER MONTH (12 MONTHS)	EA	12	9030100	
	SWPP PREP/MAINT PER MONTH (12 MONTHS) CHANGE ORDER ALLOWANCE (2%)	EA	2%	\$330,00	\$16,900.00
		EA		\$330.00	

# EXHIBIT D FORM OF COVER PAGE FOR PUBLIC INFRASTRUCTURE PROJECT COSTS DOCUMENTATION

Date submitted:	
Submitted by:	
Contact information:	
Index of Invoices/Statements Attached to s	substantive request:
	8
I, the undersigned hereby certify the index above are legitimate costs reasonably Project.	hat the costs shown on the documents referred in the incurred in the undertaking of the Public Infrastructure
	ON TRACK CONSTRUCTION, LLC
	Ву:
	Title:
Reviewed and accepted by the City of Nev	ada, Iowa this day of, 20
	By:
	( ity Administrator

# <u>EXHIBIT E</u> DEVELOPER'S ESTIMATE WORKSHEET

(1)	Date of Prepa	ration: Octobe	er, 20	
(2)	Assessed Val	uation of Prope	erty as of January 1, 20	):
	\$		<u>·</u>	
(3)	Base Taxable	Valuation of P	roperty:	
	\$			
(4)	Incremental T	axable Valuati	on of Property (2 minu	ns 3):
	\$		(the "TIF Value	e").
(5)			solidated property tax venues (the "Adjusted	levy rate for purposes of calculating Levy Rate"):
	\$		per thousand of	value.
(6)	The TIF Value	e (4) factored b	y the Adjusted Levy R	ate (5).
	\$	x \$	/1000 = \$	(the "TIF Estimate")
(7)		pated property he "Developer		IF Estimate (6 minus 7) =

# EXHIBIT F SUMMARY OF ACCEPTED PUBLIC INFRASTRUCTURE COSTS

Date of Cost	Amount of Cost	Nature of Cost	Date Accepted by City
		-F	
	and of		
		——————————————————————————————————————	

Item# 7C Date: 10/26/20

### RESOLUTION NO. 036 (2020/2021)

Resolution Approving Development Agreement with Mid-States Material Handling & Fabrication, Inc., Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

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

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

WHEREAS, a certain development agreement (the "Agreement") between the City and Mid-States Material Handling & Fabrication, Inc. (the "Company") has been prepared in connection with the expansion of the Company's manufacturing facilities and operations in the Urban Renewal Area (the "Project"); and

WHEREAS, under the Agreement, the City would provide annual appropriation incremental property tax payments to the Company in a total amount not exceeding \$225,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on October 12, 2020, and has otherwise complied with statutory requirements for the approval of the Agreement; and

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

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

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

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

- Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:
  - (a) The Project will add diversity and generate new opportunities for the Nevada and Iowa economies;
  - (b) The Project will generate public gains and benefits, particularly in the creation of new jobs, which are warranted in comparison to the amount of the proposed property tax incentives.
- Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments to the Company.
- Section 3. The Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.
- Section 4. All payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund (the "Mid-States Material Handling & Fabrication, Inc. Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

Certain real property situated in the City of Nevada, Story County, State of Iowa bearing Story County Property Tax Parcel Identification Number 1108350130.

- Section 5. The City hereby pledges to the payment of the Agreement the Mid-States Material Handling & Fabrication, Inc. Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no payment will be made under the Agreement unless and until monies from the Mid-States Material Handling & Fabrication, Inc. Subfund are appropriated for such purpose by the City Council.
- Section 6. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Story County to evidence the continuing pledging of the Mid-States Material Handling & Fabrication, Inc. Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the County Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

	Section 7.	All resolutions or parts there	of in conflict herewith are hereby repealed.
	Passed and ap	oproved October 26, 2020.	
			Brett Barker, Mayor
Attest:			
Kerin V	Wright, City C	lerk	
		••••	•
	On motion and	d vote the meeting adjourned.	
			Brett Barker, Mayor
Attest:			
		1	
Kerin V	Vright, City Cl	erk	

### DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Nevada, Iowa (the "City") and Mid-States Material Handling & Fabrication, Inc. (the "Company") as of the 12<sup>th</sup> day of October, 2020 (the "Commencement Date").

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

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

WHEREAS, the Company has proposed to undertake the expansion of its manufacturing facilities for use in its business operations on the Property ("the Project"); and

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

WHEREAS, for purposes of calculating Incremental Property Tax Revenues (as herein defined) under this Agreement and Section 403.19 of the Code of Iowa, the base valuation of the Property is \$1,924,200; and

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

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

NOW THEREFORE, the parties hereto agree as follows:

### A. Company's Covenants

- 1. Project Construction. The Company agrees to construct the Project on the Property and to maintain and use the completed Project as part of its business operations throughout the Term (as hereinafter defined). Furthermore, the Company agrees to invest not less than \$4,000,000 into capital improvements for the Project, including construction work and other furnishings. The Company has submitted a detailed site plan (the "Site Plan") for the development of the Project to the City by the Planning and Zoning Supervisor and is set forth as Exhibit B hereto. The Company agrees to construct the Project in accordance with the Site Plan and to substantially complete such construction by no later than December 31, 2020.
- 2. <u>Property Taxes.</u> The Company agrees to make timely payment of all property taxes as they come due with respect to the Property with the completed Project thereon throughout the Term (as hereinafter defined) and to submit a receipt or cancelled check in evidence of each such payment.

4839-3317-8828\1 P . 82

- 3. <u>Company's Certifications.</u> The Company agrees to submit documentation to the satisfaction of the City by no later than each October 15 during the Term, as hereinafter defined, commencing October 15, 2021, demonstrating that the completed Project is being maintained and used as part of the Company's business operations.
- 4. Economic Development Assistance Contract. The Company agrees that it will enter into an Economic Development Assistance Contract (the "IEDA Contract") with the Iowa Economic Development Authority (the "IEDA"). At such time that the IEDA Contract is executed, it shall be inserted as Exhibit C of this Agreement. The Company agrees to submit documentation to the satisfaction of the City no later than each October 15 during the Term, as hereinafter defined, commencing October 15, 2021, demonstrating that the Company is in compliance with the requirements of the IEDA Contract. Furthermore, the Company agrees to provide written notice to the City within thirty (30) days of the receipt of any notification from IEDA that the Company has fallen out of Compliance with the requirements of the IEDA Contract.
- 5. <u>Property Tax Payment Certification.</u> For purposes of this Agreement "Annual Percentage" shall mean the annual percentage in effect from time to time as set forth in the following table:

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

The Company agrees to certify to the City by no later than October 15 of each year, commencing October 15, 2021, an amount (the "Company's Estimate") equal to the estimated Incremental Property Tax Revenues anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property factored by the Annual Percentage. In submitting each such Company's estimate, the Company will complete and submit the worksheet attached hereto as Exhibit D. The City reserves the right to review and request revisions to each such Company's Estimate to ensure the accuracy of the figures submitted.

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

Story County, above and beyond the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to the incremental valuation of the Property.

Upon request, the City staff shall provide reasonable assistance to the Company in completing the worksheet required under this Section A.5.

### 6. Default Provisions.

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

- Failure by the Company to complete construction of the Project pursuant to the terms and conditions of this Agreement.
- II. Failure by the Company to fully and timely remit payment of property taxes when due and owing.
- III. Failure by the Company to comply with the IEDA contract.
- IV. Failure by the Company to observe or perform any other material covenant on its part, to be observed or performed hereunder.

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

- Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- II. Withhold the Payments provided for under Section B.1 below.
- 7. <u>Legal and Administrative Costs.</u> The Company hereby acknowledges that the City will cover the initial payment of legal fees and administrative costs (the "Actual Admin Costs") incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the necessary amendment to the Urban Renewal Area. Furthermore, the Company agrees that the City shall withhold an amount (the "Admin Withholding Amount") equal to the lesser of (1) \$8,000 or (2) the Actual Admin Costs from the initial Payments, as hereinafter set forth in order to recover some or all of the Actual Admin Costs.

### B. City's Obligations

1. Payments. In recognition of the Company's obligations set out above, the City agrees to make five (5) annual economic development tax increment payments (the "Payments" and, individually each, a "Payment") to the Company during the Term (as hereinafter defined) pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments to be made under this Agreement during the Term (as hereinafter defined)

shall not exceed \$225,000 (the "Maximum Payment Total"). All Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

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

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

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

It is assumed that the new valuation from the Project will go on the property tax rolls as of January 1, 2021. Accordingly, the Payments will be made on June 1 of each fiscal year, beginning on June 1, 2023 and continuing to, and including, June 1, 2027, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

2. <u>Annual Appropriation.</u> Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term (as hereinafter defined) of this Agreement, beginning in calendar year 2021, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payment due in the following fiscal year, an amount (the "Appropriated Amount") of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company's Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payment scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payment or to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Payment shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company's Estimate as called for in Section A.5 above, provided however that no Payment shall be made after June 1, 2027.

3. Payment Amounts. Each Payment shall be in an amount equal to the corresponding Appropriated Amount (for example, for the Payment due on June 1, 2023, the amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 2021) provided, however, that no Payment shall exceed an amount which represents the Incremental Property Tax Revenues (excluding allocations of "back-fill" or "make-up" payments from the State of Iowa for property tax credits or roll-back) actually received by the City from the Story County Treasurer attributable to the taxable incremental valuation of the Property in the twelve (12) months immediately preceding each Payment date.

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

### C. Administrative Provisions

- 1. <u>Amendment and Assignment.</u> Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Company's rights to receive the Payments hereunder may be assigned by the Company to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.
- 2. <u>Successors.</u> This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.
- 3. <u>Term.</u> The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 2027 or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.
- 4. <u>Choice of Law</u>. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Company have on their behalf by their duly authorized of	caused this Agreement to be signed, in their names and ficers, all as of the day and date written above.
	CITY OF NEVADA, IOWA
	By: Brett Barker, Mayor
Attest:	
Kerin Wright, City Clerk	MID-STATES MATERIAL HANDLING &
	FABRICATION, INC.

By:\_\_\_\_

### EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

Certain real property situated in the City of Nevada, Story County, State of Iowa bearing Story County Property Tax Parcel Identification Number 1108350130.

Lot 2 of Smith and Fawcett Second Subdivision

# EXHIBIT B

### SITE PLAN

# MID-STATES MATERIAL HANDLING & FABRICATION

SITE DEVELOPMENT PLAN FOR

LOCATION MAP

BUILDING ADDITION 1280 SOUTH B AVE NEVADA, IOWA



S. 11TH ST

SOUTH B AVE

	INDEX OF SHEETS
S.	Description
	COVER SHEET
	LEGEND/ GENERAL NOTES
62.3	DETAILS
63.2	STORM WATER POLLUTION PREVENTION PLAN (SWIPP)
	EXISTING CONDITIONS & REMOVALS
	SITE LAYOUT & DIMENSIONING PLAN
	PAVEMENT JOINTING PLAN
	SITE GRADING PLAN
2	GRADING DETAIL VIEW
	SITE UTILITY PLAN
č	STORM SEWER PLAN & PROFILE
	WEST DRIVEWAY EXPANSION PLAN

ENGINEER:
FOX ENGINEERING
414 SOUTH 17TH STREET, SUITE 107
AMES, 10WA 50010
PHONE: (515) 233-0000
FAX: (515) 233-0103



CONSTRUCTION RECIPE.

CONSTRUCTION RECIPE.

AND INTERFACE AND RECIPE.

CONSTRUCTION RECIPE.

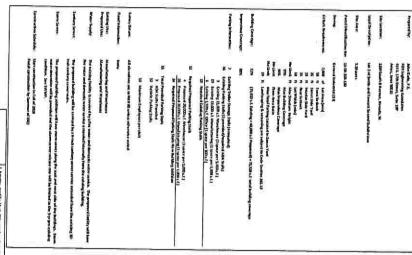
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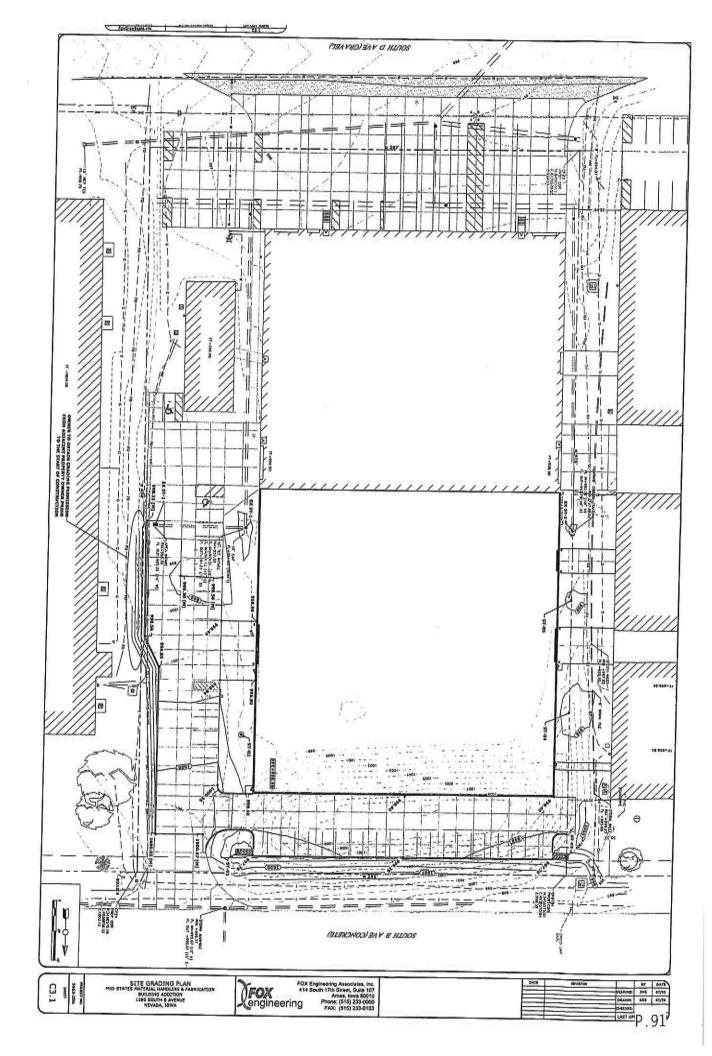




COVER SHEET
HATERIAL HANGUNG &
BUILDING ADDITION
1280 SOUTH B AVE
NEVADA, 10WA 61.1

FOX engineering

FOX Engineering Associates, Inc. 414 South 17th Street, Suite 107 Ames, Iawa 50010 Fing Fhone: (515) 233-0000 FAX: (515) 233-0103



# EXHIBIT C

### IEDA CONTRACT

# ECONOMIC DEVELOPMENT ASSISTANCE CONTRACT

BY

MID-STATES MATERIAL HANDLING AND FABRICATION, INC.,
THE CITY OF NEVADA,

AND THE

IOWA ECONOMIC DEVELOPMENT AUTHORITY

**CONTRACT NUMBER: 21-HQJP-006** 

# Economic Development Assistance Contract

RECIPIENT: MID-STATES MATERIAL HANDLING

AND FABRICATION, INC.

COMMUNITY: CITY OF NEVADA

CONTRACT NUMBER: 21-HQJP-006

AWARD DATE: AUGUST 21, 2020

AWARD AMT. – TAX INCENTIVES \$108,015

This ECONOMIC DEVELOPMENT ASSISTANCE CONTRACT (Contract) is made as of the Contract Effective Date by the Iowa Economic Development Authority (IEDA or Authority), 1963 Bell Avenue, Suite 200, Des Moines, IA 50315, and Mid-States Material Handling and Fabrication, Inc. (Recipient), 1280 S B Avenue, Nevada, IA 50201 and the City of Nevada (Community), 1209 6<sup>th</sup> Street, Nevada, IA 50201.

WHEREAS, the Recipient submitted an application to IEDA requesting assistance in financing its Project as more fully described in Exhibit C, *Description of the Project and Award Budget* (the Project); and

WHEREAS, the Iowa Economic Development Authority Board (IEDA Board) awarded the Recipient assistance for the Project from the funding sources identified herein (collectively, the Award), all of which are subject to the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound, the Recipient, the Community and IEDA agree to the following terms:

# EXHIBIT B - 1 High Quality Jobs Program - Tax Credit Component

### Special Conditions to Contract # 21-HQJP-006

The following additional terms shall apply to the Contract:

### SECTION 1: ADDITIONAL DEFINITIONS.

The following additional terms are defined in this Contract as follows:

"Capital Investment" means the investment spent on depreciable assets. The minimum Capital Investment required for this Project is as stated in Section 2 of this Exhibit. The allowable categories of expenditures for purposes of calculating Capital Investment are described in IEDA's administrative rule 261 IAC 174.10.

"Investment Qualifying for the Tax Credit" means new investment directly related to jobs created or retained by the start-up, location, expansion or modernization for this Project.

"Qualifying Investment" means the statutorily-required minimum investment amount that must be made and maintained by the Recipient to receive High Quality Jobs Program Tax Incentives for this Project. This amount is as stated in Section 2 of this Exhibit. Not all expenditures count toward meeting the required Qualifying Investment. The categories of expenditures that can be included for purposes of meeting and maintaining statutorily-required investment requirements are described in 261 IAC 174.10.

"Economically Distressed Area" means a county that ranks among the bottom 33 of all Iowa counties, as measured by either the average monthly unemployment level for the most recent 12-month period or the average annualized unemployment level for the most recent five-year period.

### SECTION 2: TERMS AND CONDITIONS OF THE AWARD

- 2.1 Award. The Recipient is awarded the following Tax Incentives through the High Quality Jobs Program, based on the minimum investment requirements described herein: \$108,015.
- 2.2 <u>Minimum Investment Requirements</u>. As a condition of receiving Tax Incentives, the Recipient shall meet the following minimum investment requirements:

(a)	Capital Investment.	\$ 3,169,500
(b)	Qualifying Investment.	\$ 3,169,500
(c)	Investment Qualifying for Tax Credits	\$ 3 169 500

2.3 Additional Tax Incentives. The Recipient is eligible for additional incentives pursuant to Iowa Code section 15.326, et. seq. The following Tax Incentives, in the maximum amounts shown for each authorized incentive, are also available to the Recipient:

Authorized Incentives	Included in Award	Maximum Amt.
Refund of Sales, Service, and Use Taxes.	Yes     No	\$ 44,625
Refund of Sales Taxes Attributable to Racks, Shelving, and Conveyor Equipment.	☐ Yes ☐ No	\$ 0
Corporate Tax Credit For Certain Sales Taxes Paid By Third Party Developer.	☐ Yes ☐ No	\$ 0
Investment Tax Credit (2%)	Yes     No     No	\$ 63,390
Research Activities Credit.	☐ Yes ⊠ No	\$ 0
Local Property Tax Exemption Provided by Community	Yes No	\$ 0

- 2.4 <u>Conditions for Authorized Incentives.</u> The Recipient is responsible to seek these additional incentives through processes described in the applicable statutes and corresponding administrative rules, ordinances and procedures. The following conditions shall apply to the incentives described in section 2.3 of this Exhibit.
- (a) Refund Of Sales, Service And Use Taxes Paid To Contractors Or Subcontractors. The Recipient is eligible for a refund of sales, service and use taxes paid to contractors and subcontractors as authorized in Iowa Code section 15.331A (2011 Supplement).
  - The Recipient may apply for a refund of the sales and use taxes paid under Iowa Code chapters 422 and 423 for gas, electricity, water or sewer utility services, goods, wares, or merchandise, or on services rendered, furnished, or performed to or for a contractor or subcontractor and used in the fulfillment of a written contract relating to the construction or equipping of a facility of the Recipient.
  - 2. Taxes attributable to intangible property and furniture and furnishings shall not be refunded.
  - To receive a refund of the sales, service and use taxes paid to contractors or subcontractors, the Recipient must:
    - Inform the Iowa Department of Revenue (IDR) within two weeks of the project completion.
    - ii. Make an application to IDR within one year after project completion. For purposes of claiming this refund, "project completion" means any date during the period beginning the date of Certificate of Completion is provided by the Community to the Recipient upon completion of the renovation of the building included in the Project and ending on the Project Completion Date as identified in Exhibit D..
  - (b) Reserved.

- (c) Reserved.
- (d) Investment Tax Credit.
  - 1. The Recipient may claim an investment tax credit as provided in Iowa Code section 15.333. Such credit may be claimed for a portion of the Qualifying Expenditures, as defined below in subparagraph (3), directly related to Job Obligations, as described in Exhibit D, of the start-up or location, expansion, or modernization of the business under this program. The credit shall be earned when the qualifying asset is placed in service. The Recipient shall not claim more than the amount authorized for this incentive as stated above and in Article 3 of the Contract. Any credit in excess of the tax liability for the tax year may be credited to the tax liability for the following seven years or until depleted, whichever occurs first.
  - 2. The tax credit shall be amortized equally over a five-year period as specified below:

January 1, 2020 - December 31, 2020	\$ 12,678
January 1, 2021- December 31, 2021	\$ 12,678
January 1, 2022- December 31, 2022	\$ 12,678
January 1, 2023- December 31, 2023	\$ 12,678
January 1, 2024- December 31, 2024	\$ 12,678

- Only Qualifying Expenditures are eligible for the investment tax credit. For purposes of this benefit, "Qualifying Expenditures" means:
  - The purchase price of real property and any buildings and structures located on the real property.
  - The cost of improvements made to real property which is used in operation of the business.
  - iii. The costs of machinery and equipment, as defined in Iowa Code section 427A.1(1) "e" and "j" purchased for use in the operation of the business and for which the purchase price may have been depreciated in accordance with GAAP.
- 4. If the Project includes leasing of new construction or major renovation of an existing building, the annual base rent paid to a third-party developer by Recipient must be for a period equal to the term of the lease agreement but cannot exceed the maximum term of the agreement, provided the cumulative cost of the base rent payments for that period does not exceed the cost of the land or the third-party developer's costs to build or renovate the building for the Recipient. Limitations to annual base rent shall only be considered when the Project includes the construction of a new building or the major renovation of an existing building. The Recipient shall enter into a lease agreement with the third-party developer for a minimum of five years.
- (e) Reserved.
- (f) Reserved.

### SECTION 3: ADDITIONAL COVENANTS

In addition to the Covenants described in Article 7 of the Contract, the Recipient shall be bound to the additional covenants:

- 3.1 <u>Job Obligations.</u> By the Project Completion Date, the Recipient shall create and/or retain the number of FTE Created Jobs and Retained Jobs included in, for Retained Jobs, and above, for Created Jobs, the Recipient's Base Employment Level, as detailed in Exhibit D Job Obligations, and maintain the jobs through the Maintenance Period.
- 3.2 <u>Wage Obligations.</u> The Qualifying Wage Threshold rates specific to this Contract that must be met are stated in Exhibit D, Job Obligations. By the Project Completion Date and through the Maintenance Completion Period Date, the Recipient shall:
- (a) For Projects in Economically Distressed Areas or at a designated Grayfield Site, the Qualifying Wage Threshold requirement applicable to all phases of the Project is 100% of the Qualifying Wage Threshold.
- (b) For Projects at a designated Brownfield Site, the Qualifying Wage Threshold requirement applicable to all phases of the Project is 90% of the Qualifying Wage Threshold.
  - (c) For all other Projects:
  - 1. For the *Created Jobs*, pay 100% of the Qualifying Wage Threshold at the start of the Project Completion Period, at least 120% of the Qualifying Wage Threshold by the Project Completion Date, and at least 120% of the Qualifying Wage Threshold until the Maintenance Period Completion Date.
  - 2. For the *Retained Jobs*, pay at least 120% of the Qualifying Wage Threshold throughout both the Project Completion Period and the Maintenance Period.
- 3.3 <u>Provide Sufficient Benefits.</u> The Recipient shall provide Sufficient Benefits to all employees included as part of the job and wage obligations.

### SECTION 4: ADDITIONAL DEFAULT PROVISIONS

In addition to the default provisions included in Article 9 of the Contract, the following default provisions shall apply:

- 4.1 Repayment of Tax Incentives Received High Quality Jobs Program. IDR is the state agency responsible for collecting the value of any Tax Incentives received in violation of the terms of this Contract. The Community is the party responsible for collecting the value of the local tax incentives received in violation of this Contract. IEDA will determine if the Recipient has met the terms of this Contract. If there is an unremedied Event of Default, IEDA will provide written notice to IDR and the Community. Calculation of the amount owed may be based on a sliding scale in certain circumstances and may include interest assessed by IDR. Those circumstances are as follows:
- (a) Failure to Meet Job Obligations by Project Completion Date. If the Recipient does not meet its Job Obligations as detailed in Exhibit D, Job Obligations by the Project Completion Date, the repayment amount shall be the same proportion as the amount of the shortfall in created jobs. For example, if the business creates 50 percent of the jobs required, the business shall repay 50 percent of the incentives received. For Modernization Projects, Recipient shall maintain the Base Employment Level. Any job loss

may result in a proportional reduction or repayment of incentives received.

Upon repayment of the amount due, IEDA will reduce the Recipient's Job Obligations. The reduced Job Obligations must be maintained through the Maintenance Period Completion Date.

- (b) Job shortfall at Maintenance Period Completion Date. If the Recipient does not maintain its adjusted Job Obligations through the Maintenance Period Completion Date, Recipient shall repay an additional percentage of the Tax Incentives it has received. The amount to be repaid will be calculated as described in subsection (a) above.
- (c) Qualifying Investment. If the Business does not meet its Qualifying Investment requirement as defined in Section 2 of this Exhibit, the repayment amount shall be the same proportion as the amount of the shortfall in required Qualifying Investment. For example, if the business meets 75 percent of the amount of required capital investment, the business shall repay 25 percent of the amount of the incentives received.
- (d) Less than Total Project Cost at Project Completion Date. If the Recipient does not complete the Project with a Total Project Cost as stated in Exhibit C, Project Description and Award Budget, by the Project Completion Date Recipient shall repay a portion of the Tax Incentives received.

For example, if the Recipient's required Total Project Cost is 10% less than pledged, 10% of the value of the Tax Incentives received, plus any interest assessed by IDR, must be repaid.

- (e) Repayment Amount If Shortfall in Job Obligations, Qualifying Investment and/or Less Than Total Project Cost. If the Recipient experiences a shortfall in two or more of its requirements related to Job Obligations, Qualifying Investment, or the Total Project Cost, IEDA will calculate the percentage owed for the Recipient's failure to meet each of the requirements. The higher of these amounts shall be the amount Recipient shall repay to IDR.
- (f) Selling, Disposing, or Razing of Property. If, within five years of purchase, the Recipient sells, disposes of, razes, or otherwise renders unusable all or a part of the land, building, or other existing structures for which an investment tax credit was claimed, the income tax liability of the Recipient for the year in which all or part of the property is sold, disposed of, razed, or otherwise rendered unusable shall be increased by one of the following amounts, plus any interest assessed by IDR:
  - 1. 100% of the tax credit claimed if the property ceases to be approved for the tax credit within one full year after being placed in service.
  - 2. 80% of the tax credit claimed if the property ceases to be approved for the tax credit within two full years after being placed in service.
  - 3. 60% of the tax credit claimed if the property ceases to be approved for the tax credit within three full years after being placed in service.
  - 4. 40% of the tax credit claimed if the property ceases to be approved for the tax credit within four full years after being placed in service.
  - 5. 20% of the tax credit claimed if the property ceases to be approved for the tax credit within five full years after being placed in service.

- End of Exhibit B - 1 -

# DESCRIPTION OF THE PROJECT AND AWARD BUDGET (EXHIBIT C)

Name of Recipient:

Mid-States Materials Handling & Fabrication, Inc.

Name of Community:

City of Nevada

Contract Number:

21-HQJP-006

### PROJECT DESCRIPTION

Mid-States Materials Handling & Fabrication, Inc. will expand the current facility by 40,000 s.f. The company will also acquire state-of-the-art fabrication equipment.

		AWARD BUDGE	Т	
SOURCE OF FUNDS	AMOUNT	FORM	USE OF FUNDS	COST
IEDA Programs			*Land Acquisition	
<b>HQJP Tax Credit</b>		<sup>1</sup> See Below	*Site Preparation	
			*Building Acquisition	\$1,487,500
Business	\$3,169,500	Internal Financing	*Building Construction	
	1	1	*Building Remodeling	
			Lease Payments	
	1		*Mfg Machinery and Equipment	\$1,669,500
			*Other Machinery and Equipment	
			Racking, Shelving, etc.	
			*Computer Hardware	\$12,500
			Computer Software	
			*Furniture and Fixtures	
			Working Capital	
			Research and Development	
	1		Job Training	
			*included as capital investment if awarded tax credit program	
Total	\$		Total	\$3,169,500

<sup>\$108,015</sup> estimated benefit value

	OTHER FL	JNDING	
SOURCE OF FUNDS	TOTAL AMOUNT	FORM/TERM	<b>USED AS MATCH</b>
TIF Rebate			
Tax Abatement	\$225,000	5 year	YES
260E Job Training			
In-Kind Contributions			
RISE			
RED			
Other			

### EXHIBIT D – JOB OBLIGATIONS

Recipient:

Mid-States Material Handling & Fabrication, Inc.

Community: City of Nevada Contract Number: 21-HQJP-006

This Project has been awarded Project Completion Assistance and Tax Incentives from the High Quality Jobs Program (HQJP) – Tax Credit Component. The chart below outline the contractual job obligations related to this Project.

Data in the "Employment Base" column has been verified by IEDA and reflects the employment characteristics of the facility receiving funding before this award was made. Jobs to be retained as a part of this Project must be included in these calculations.

Data in the "Jobs To Be Created" column outlines the new full-time jobs (including their wage characteristics) that must be added to the employment base and, if applicable, statewide employment base as a result of this award.

At the Project Completion Date and through the Maintenance Period Completion Date, the Recipient must achieve, at a minimum, the numbers found in the "Total Job Obligations" column.

HQJP JOB OBLIGATIONS Project Completion Date: August 31, 2023 Maintenance Period Completion Date: August 31, 2025	Employment Base	Jobs To Be Created	Total Job Obligations
Total employment at project location	28	9	37
Average wage of total employment at project location	\$24.84		
Qualifying Laborshed Wage threshold requirement (per hr)	\$27.07 (120%)		
Number of jobs at or above qualifying wage	7	1	8
Average Wage of jobs at or above qualifying wage	\$40.59		Estimation of x 5

### Notes re: Job Obligations

- When determining the number of jobs at or above the qualifying wage, wages will include only the regular hourly
  rate that serves as the base level of compensation. The wage will not include nonregular forms of compensation
  such as bonuses, unusual overtime pay, commissions, stock options, pension, retirement or death benefits,
  unemployment benefits or other insurance, or other fringe benefits.
- 2. Employment Base includes 0 "Retained Jobs".
- If the Recipient uses or proposes to use a non-standard work week (8 hours a day, 5 days a week, 52 weeks a year including holidays, vacation and other paid leave), check the box below and describe that alternative schedule. The alternative schedule must meet the requirements of 261 IAC 173.2. If the box is not checked or if no alternative schedule is provided, IEDA will consider "Full-time Equivalent (FTE) Job" to mean the employment of one person for 8 hours per day for a 5-day, 40-hour workweek for 52 weeks per year, including paid holidays, vacations and other paid leave.
- ☐ The Recipient shall use an alternative work week for purposes of its employees described in the Contract. The alternative work week is as follows: [description].

### Sufficient Benefits Deductible Requirements

Recipient shall provide Sufficient Benefits with a maximum deductible of \$3,000 for single coverage or \$6,000 for family coverage.

### EXHIBIT D

# ANNUAL TIF WORKSHEET COMPANY'S ESTIMATE

### COMPANY'S ESTIMATE WORKSHEET

(1)	Date of Prepara	tion: October_	, 20			
(2)	Assessed Valua	tion of Property	as of January 1	, 20:		
	\$					
(3)	Base Taxable V	aluation of Prop	perty:			
	\$					
(4)	Incremental Tax	xable Valuation	of Property (2 r	ninus 3):		
	\$		(the "TIF	Value").		
(5)		cal year consolic the "Adjusted Lo		ax levy rate	for purposes of calculating I	ncremental Property
	\$		per thousa	nd of value.		
(6)	The TIF Value (	(4) factored by tl	he Adjusted Le	vy Rate (5).		
	\$	x \$	/1000 = \$		(the "TIF Estimate")	
(7)	TIF Estimate (\$	x A	nnual Percenta	ge = Annual	Percentage Estimate (\$	).
	Fisca	al Year of City		Annual F	Percentage	
	First	First Payment Year Second Payment Year		75% 60%		1
	Seco					1
	Third	l Payment Year		50%	- 2	-
	Fourt	th Payment Year	r	50%		-
	Fifth	Payment Year		50%		-
	50.000		USI 66 S		and a second	50
(8)	Subtract anticipa "Company's Est		credits from th	e Annual Pe	rcentage Estimate = \$	(the

Item # 70 Date: 10/26/20

### RESOLUTION NO. 037 (2020/2021)

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

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

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

WHEREAS, a certain development agreement (the "Agreement") between the City and South Glen, LLC (the "Developer") has been prepared in connection with the construction of public infrastructure necessary for the development of a residential subdivision in the Urban Renewal Area (the "Project"); and

WHEREAS, under the Agreement, the City would provide annual appropriation incremental property tax payments to the Developer in a total amount not exceeding \$1,500,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on October 12, 2020, and has otherwise complied with statutory requirements for the approval of the Agreement; and

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

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

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

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

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

- (a) The Project will add diversity and generate new opportunities for the Nevada and Iowa economies;
- (b) The Project will generate public gains and benefits, particularly in the creation of new jobs and housing opportunities, which are warranted in comparison to the amount of the proposed property tax incentives.
- Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments to the Developer.
- Section 3. The Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.
- Section 4. All payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund (the "South Glen, LLC Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

Certain real property situated in the City of Nevada, Story County, State of Iowa, more particularly described as follows:

That part of the Northeast Quarter of the Southeast Quarter of Section 18, Township 83 North, Range 22 West of the 5th P.M., City of Nevada, Story County, Iowa, being more particularly described as follows: Beginning at a point on the north line of said Southeast Quarter which is 60.00 feet West of the East Quarter Corner of said Section 18; thence S00°10'58"E, 744.37 feet along the west right of way line of S. 11th Street; thence S89°49'02"W, 75.00 feet; thence S00°10'58"E, 184.17 feet; thence N61°42'19"W, 173.40 feet; thence N57°57'33"W, 60.00 feet; thence N32°02'27"E, 49.87 feet; thence northeasterly 8.43 feet along a curve having a radius of 270.00 feet, concave westerly, a central angle of 1°47'20" and being subtended by a chord which bears N31°08'47"E, 8.43 feet; thence N69°44'52"W, 141.38 feet; thence N42°10'35"E, 52.78 feet; thence N00°52'53"E, 365.40 feet; thence N89°07'07"W, 125.00 feet; thence S00°52'53"W, 3.00 feet; thence N89°08'30"W, 183.95 feet; thence S00°14'23"W, 59.16 feet; thence N71°12'25"W, 125.00 feet; thence S18°34'12"W. 54.50 feet; thence N71°25'48"W, 60.00 feet: thence N74°10'38"W, 200.78 feet; thence N00°31'26"E, 316.30 feet; thence S89°28'34"E, 1028.45 feet to the point of beginning, containing 11.76 acres.

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

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

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

Passed and approved October 26, 2020.

	Brett Barker, Mayor
Attest:	
Kerin Wright, City Clerk	
••••	•
On motion and vote the meeting adjourned.	
	Brett Barker, Mayor
Attest:	
Kerin Wright, City Clerk	

### DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Nevada, Iowa (the "City") and South Glen, LLC (the "Developer") as of the day of, 2020 (the "Commencement Date").
WHEREAS, the City has established the Nevada Urban Renewal Area (the "Urban Renewal Area") and has adopted a tax increment ordinance for the Urban Renewal Area; and
WHEREAS, the Developer owns certain property in the Urban Renewal Area, the legal description of which is set out in Exhibit A hereto (the "Property"), and the Developer has proposed to undertake the development of a residential subdivision (the "Housing Project") on the Property, including the construction of certain public infrastructure improvements in connection therewith (the "Infrastructure Project"); and
WHEREAS, the Developer has requested that the City provide tax increment financing assistance for the Infrastructure Project; and
WHEREAS, the City Council is willing to provide tax increment financing assistance to the Developer in order to assist in paying the cost of the Infrastructure Project; and
WHEREAS, the Iowa Urban Renewal law requires that any project related to housing which receives tax increment financing assistance must also generate funds to be used to provide assistance related to housing for low and moderate income families; and
WHEREAS, the base valuation of the Property for purposes of calculating Incremental Property Tax Revenues (as herein defined) under this Agreement and Section 403.19 of the Code of Iowa is \$ (the "Base Valuation"); and
WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;
NOW THEREFORE, the parties hereto agree as follows:

# A. <u>Developer's Covenants:</u>

# 1. Housing Project, Subdivision, and Infrastructure Project Construction.

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

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

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

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

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

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

4. Property Tax Abatement. The Developer acknowledges that the lots comprising the Property are eligible for tax abatement under the City's urban revitalization plan adopted pursuant to Chapter 404 of the Code of Iowa. It is anticipated that construction of the first house being constructed as part of the Housing Project on the Property will be completed by December 31, 2021, and the owner of such house will apply for property tax abatement for the period beginning July 1, 2023 and continuing to and including June 30, 2026. Accordingly, Incremental Property Tax Revenues (as hereinafter defined) will not be available to make any Payments under Section B.2 of this Agreement until the City's 2026-2027 fiscal year.

5. <u>Developer's Certifications - TIF Estimates.</u> The Developer agrees to certify to the City by no later than October 15 of each year during the Term (as hereinafter defined) beginning October 15, 2025, the estimated amount of Incremental Property Tax Revenues anticipated to be paid with respect to the taxable incremental property valuation for the Property in the fiscal year immediately following such certification (the "Developer's Estimate"). Each Developer's Estimate shall then be divided into two figures: (1) 46.98% shall be designated as the "LMI Amount" (see Section B.5 below); and (2) 53.02% shall be designated as the "Projected Payments Amount."

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

Upon request, the City staff shall provide reasonable assistance to the Developer in completing the worksheet required under this Section A.5.

6. <u>Park Land Dedication.</u> The Developer agrees to dedicate park land and/or make payment in lieu of dedicating park land to the City in compliance with the City's Public Improvements and Infrastructure Ordinance (Ordinance Number 166.15 in the City's Code of Ordinances.)

### 7. <u>Default Provisions.</u>

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

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

- B. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the City shall provide written notice to the Developer describing the cause of the default and the steps that must be taken by the Developer in order to cure the default. The Developer shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible beyond said thirty (30) day deadline if not practicable to cure the default within said thirty (30) day deadline. If the Developer fails to cure the default or provide assurances, City shall then have the right to:
  - 1) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
  - 2) Withhold the Payments under Section B.2 of this Agreement, such right being additional to the right of annual appropriation as set forth in Section B.3 below.
- 8. <u>Legal and Administrative Costs.</u> The Developer hereby acknowledges that the City will cover the initial payment of legal fees and administrative costs (the "Actual Admin Costs") incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the necessary amendment to the Urban Renewal Area. Furthermore, the Developer agrees that the City shall withhold an amount (the "Admin Withholding Amount") equal to the lesser of (1) \$8,000 or (2) the Actual Admin Costs from the initial Payments, as hereinafter set forth, in order to recover some or all of the Actual Admin Costs.

### B. City's Covenants:

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

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

2. Payments. In recognition of the Developer's obligations set out above, the City agrees to make twenty (20) semiannual economic development tax increment payments (the "Payments" and individually, each a "Payment") to the Developer during the Term (as hereinafter defined) pursuant to Chapters 15A and 403 of the Code of Iowa, provided, however, that the total Payments over said Term shall not exceed an amount (the "Maximum Payment Total") equal to the lesser of (i) \$1,500,000; or (ii) the Accepted Infrastructure Costs, as recorded on Exhibit F, and all Payments under the Agreement shall be made subject to annual appropriation by the City Council as hereinafter set forth.

Each Payment shall be in an amount which represents the Incremental Property Tax Revenues received by the City with respect to the incremental valuation of the Property resulting from the Housing Project during the six (6) months immediately preceding such payment date reduced by the LMI Amount as set forth in Section A.4 above and Section B.5 below.

It is assumed that the new valuation from the Housing Project will go on the property tax rolls as of January 1, 2025. Accordingly, the Payments will be made on December 1 and June 1 of each fiscal year, beginning on December 1, 2026 and continuing to, and including, June 1, 2036, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

3. <u>Security and Annual Appropriation.</u> The Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues received by the City from the Story County Treasurer which are attributable to the Property with the Housing Project thereon.

The Payments shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term (as hereinafter defined) of this Agreement, beginning in the 2025 calendar year, the City Council shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Projected Payments Amount (the "Appropriated Amount").

In any given fiscal year, if the City Council determines to not obligate the thenconsidered Appropriated Amount, then the City will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Developer will have no rights whatsoever to compel the City to make such Payments or to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Payments shall not render this Agreement null and void, and the Developer shall make the next succeeding submission of the Developer's Estimate as called for in Section A.5 above, provided however that no Payment shall be made after June 1, 2036.

- 4. Payment Amounts. The aggregate Payments to be made in a fiscal year shall not exceed an amount equal to the corresponding Appropriated Amount (for example, for the Payments due on December 1, 2026 and on June 1, 2027, the aggregate maximum amount of such Payments would be determined by the Appropriated Amount determined for certification by December 1, 2025). Furthermore, the amount of each such Payment shall not exceed the amount of Incremental Property Tax Revenues (excluding allocations of "back-fill" or "make-up" payments from the State of Iowa for property tax credits or roll-back) actually received by the City from the Story County Treasurer attributable to the taxable incremental valuation of the Property in the six (6) months immediately preceding the extant Payment due date minus the then-effective LMI Amount.
- 5. Low and Moderate Income Set Aside. On each Payment date, the City shall retain from then-accumulated Incremental Property Tax Revenues received with respect to the Property an amount equal to such accumulated Incremental Property Tax Revenues multiplied by

the minimum percentage required by Section 403.22 of the Code of Iowa. As of the date of this Agreement, the applicable minimum percentage is 46.98%.

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

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

#### C. Administrative Provisions:

- 1. <u>Assignment.</u> This Agreement may not be amended or assigned by either party without the prior written consent of the other party. However, the City hereby gives its permission that the Developer's rights to receive the economic development tax increment payments hereunder may be assigned by the Developer to a private lender, as security on a credit facility taken in connection with the Housing Project and/or the Infrastructure Project, without further action on the part of the City.
- 2. <u>Successors.</u> This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.
- 3. <u>Term.</u> The term (the "Term") of this Agreement shall commence on the Commencement Date and end on the date on which the last Payment is made by the City to the Developer under Section B.2 above.
- 4. <u>Choice of Law.</u> This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.
- 5. Additional Incentives. To the extent that the Developer determines to construct additional housing (the "Additional Housing Project") and additional phases of public infrastructure improvements (the "Additional Infrastructure Project") related thereto and not contemplated by this Agreement, the City shall consider, in good faith, the negotiation of a subsequent development agreement with respect to the construction of such Additional Housing Project and Additional Infrastructure Project and the corresponding provision of incentives to the Developer including additional economic development tax increment payments funded with Incremental Property Tax Revenues to be derived from such Additional Housing Project.

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

	CITY OF NEVADA, IOWA
	By:
Attest:	
City Clerk	SOUTH GLEN, LLC
	By: John MBR

# EXHIBIT A LEGAL DESCRIPTION OF PROPERTY

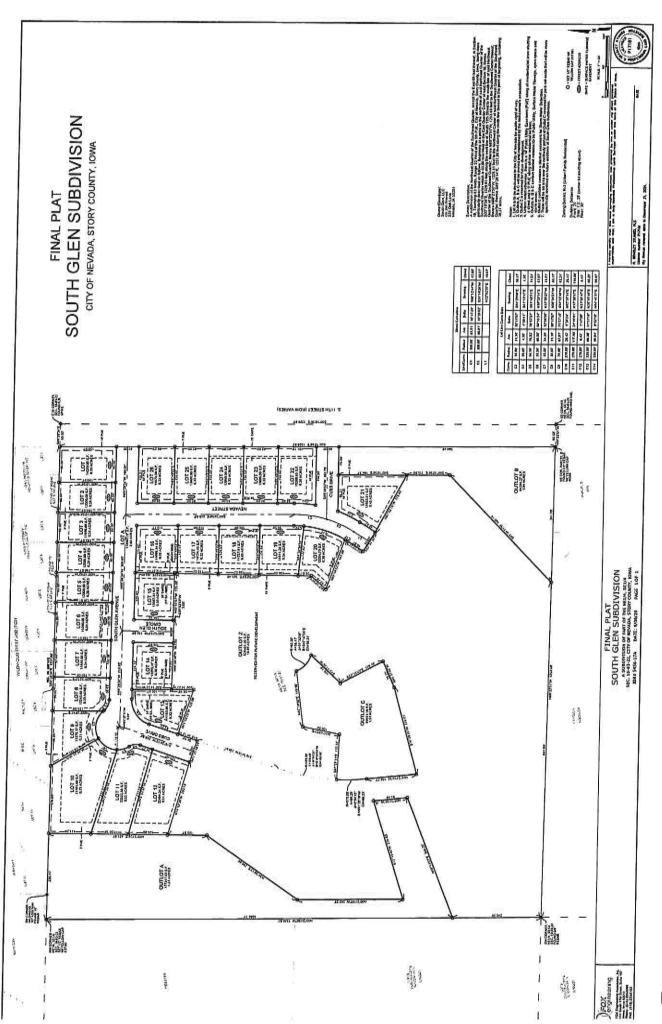
Certain real property situated in the City of Nevada, Story County, State of Iowa, more particularly described as follows:

That part of the Northeast Quarter of the Southeast Quarter of Section 18, Township 83 North, Range 22 West of the 5th P.M., City of Nevada, Story County, Iowa, being more particularly described as follows: Beginning at a point on the north line of said Southeast Quarter which is 60.00 feet West of the East Quarter Corner of said Section 18; thence S00°10'58"E, 744.37 feet along the west right of way line of S. 11th Street; thence S89°49'02"W, 75.00 feet; thence S00°10'58"E, 184.17 feet; thence N61°42'19"W, 173.40 feet; thence N57°57'33"W, 60.00 feet; thence N32°02'27"E, 49.87 feet; thence northeasterly 8.43 feet along a curve having a radius of 270.00 feet, concave westerly, a central angle of 1°47'20" and being subtended by a chord which bears N31°08'47"E, 8.43 feet; thence N69°44'52"W, 141.38 feet; thence N42°10'35"E, 52.78 feet; thence N00°52'53"E, 365.40 feet; thence N89°07'07"W, 125.00 feet; thence S00°52'53"W, 3.00 feet; thence N89°08'30"W, 183.95 feet; thence S00°14'23"W, 59.16 feet; thence N71°12'25"W, 125.00 feet; thence S18°34'12"W, 54.50 feet; thence N71°25'48"W, 60.00 feet; thence N74°10'38"W, 200.78 feet; thence N00°31'26"E, 316.30 feet; thence S89°28'34"E, 1028.45 feet to the point of beginning, containing 11.76 acres.

- 8 -

# EXHIBIT B SITE PLAN FOR HOUSING PROJECT

-9- P.114



# $\underline{\text{EXHIBIT C}}\\ \text{TIMELINE AND SPECIFICATIONS FOR INFRASTRUCTURE PROJECT}$

-10-P.116

## South Glen - 1st Addition Nevada, IA



## OPINION OF PROBABLE CONSTRUCTION COSTS 5/8/20

FOX PN:	PN: 5456-17A				ENGINEER'S ESTIMATE OF COST				
ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	1000	STIMATED INIT COST		TOTAL		
Division 1	General			-		1			
1.1	Temporary Traffic Control	LS	- 1	\$	4,000.00	\$	4,000		
Division 2	Earthwork	-		-		-			
2.1	Excavation and Embankment	CY	63,353	\$	3.75	\$	237,57		
2.2	Subgrade Preparation	SY	7,665	\$	2.75	\$	21,07		
2,3	Modified Subbase, 6"	SY	7,665	\$	5.00	\$	38,32		
2.4 2.5	Subgrade Treatement, Geogrid (Type 1) Curb Backfill	SY	7,665 3,955	\$	3.00 1.50		22,995 5,932		
Division 4	Sewers and Drains	_							
4.1	Sanitary Sewer Gravity Main, Trenched, 10"	LF	2,015	\$	60.00	\$	120,900		
4.2	Sanitary Sewer with Casing Pipe, Trenchless, PVC, 10"	LF	64	\$	600.00		38,400		
4.3	Sanitary Sewer Service Stub, 4"	EA	26	\$	1,800.00	\$	46,800		
	Sanitary Sewer Cleanout (SW-203)	EA	1	\$	1,200.00	\$	1,200		
	Footing Drain Collector, Case F, Type 2, 8"	LF	520	\$	22.00		11,440		
	Footing Drain Cleanout, 8"	EA	2	\$	500,00		1,000		
	Subdrain, Case A, Type 1, 6" Subdrain Cleanout, 6"	LF	2,040	\$	16.00		32,640		
	Sump Service Stub, 1.5"	EA	5	\$	500.00		2,500		
	Storm Sewer, Trenched, Ductile Iron Pipe, 16"	EA LF	26 24	\$	1,000.00		26,000		
4.11	Storm Sewer, Trenched, RCP Class III, 15"	LF	463	\$	75.00 40.00		1,800		
	Storm Sewer, Trenched, RCP Class III, 18"	LF	670	\$	45.00		18,520 30,150		
	Storm Sewer, Trenched, RCP Class III, 24"	LF	660	\$	50.00	-	33,000		
	Storm Sewer, Trenched, RCP Class III, 30"	LF	212	\$	65.00		13,780		
	Pipe Apron, RCP, 18"	EA	3	\$	2,800.00		8,400		
4.16	Pipe Apron, RCP, 24"	EA	3	\$	3,200.00		9,600		
4.17 F	Pipe Apron, RCP, 30"	EA	1	\$	3,600.00	\$	3,600		
	Water Mains and Appurtenances								
	Nater Main, Trenched, 8" Fitting, M.J. Bend, 8"	LF	0	\$	30.00	\$			
	Fitting, M.J. Tee, 8"	EA	0	\$	400,00 600.00	\$			
	Vater Service Stub, 1"	EA	0	\$	1,500.00	\$			
	/alve, M.J. Gate, 8"	EA	Ö	5	1,500.00	\$			
5.8 F	Fire Hydrant Assembly (includes 8"x8"x6" M.J. Tee, 6" M.J. Gate Valve, 6" Pipe, and Hydrant	EA	0	\$	4,800.00	\$			
	Structures for Sanitary and Storm Sewers Sanitary Manhole, SW-301, 48"	EA	8	\$	4,800.00	\$	20 400		
	itorm Manhole, SW-401, 48"	EA	2	\$		\$	38,400. 6,600.		
	torm Manhole, SW-401, 60"	EA	2	\$		\$	7,200.		
	ingle Grate Intake, SW-501	EA	10	\$		\$	26,000.0		
6.5 S	ingle Grate Intake, with Manhole SW-503	EA	7	\$	3,800.00		26,600.0		
	ouble Grate Intake, SW-505	EA	1	\$	4,200.00	\$	4,200.0		
6.7	pen-Sided Area Intake, SW-513	EA	1	\$	4,800.00	\$	4,800.0		
	treets and Related Work	01/	4 700						
	evernent, PCC, 7" dewalk Pavement, PCC, 4"	SY		\$ \$	42.00 45.00	\$	285,138.0		
	edestrian Ramps, PCC, 6"	SY		\$	The Party Control of the Party	<u> </u>	7,200.0		
	etectable Warning Panels	SF		\$	30.00		4,050.0		
vision 9 Si	te Work and Landscaping								
9.1 Se	eeding (Type 4), Urban Temporary Erosion Control Mix	AC	18	5	2,000.00	6	36,000.0		
9.2 Inl	et or Outlet Protection	EA	26	5	100.00	5	2,600.0		
	It Fence	LF		6	3.00		9,600.0		
	abilized Construction Entrance	EA	1 3		1,500.00		1,500.0		
	p Rap, Class D	TON	30 8		60.00 \$		1,800.0		
9.6 Tu	rf Reinforcement Mats, Type 4	SQ	2.3		2,500.00		5,750.00		

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

Date submitted:	
Submitted by:	
Contact information:	
Index of Invoices/Statements Attached to s	ubstantive request:
I, the undersigned hereby certify the index above are legitimate costs reasonable. Project.	nat the costs shown on the documents referred in the oly incurred in the undertaking of the Infrastructure
	SOUTH GLEN, LLC
	By:
	Title:
Reviewed and accepted by the City of Neva	da, Iowa this day of, 20
	By: City Administrator
	City Administrator

-11- P.118

# EXHIBIT E DEVELOPER'S ESTIMATE WORKSHEET

(1)	Date of Preparation: Octob	er, 20
(2)	Assessed Taxable Valuation	n of Property as of January 1, 20:
	\$	
(3)	Base Taxable Valuation of	Property (determined as of January 1, 2020):
	\$	
(4)	Incremental Taxable Valuat	ion of Property (2 minus 3):
	\$	(the "TIF Value").
(5)		asolidated property tax levy rate for purposes of calculating evenues (the "Adjusted Levy Rate"):
	\$	per thousand of value.
(6)	The TIF Value (4) factored	by the Adjusted Levy Rate (5).
	\$x	/1000=\$ (the "TIF Estimate")
7)	Subtract anticipated property \$ (the "Available	tax credits from the TIF Estimate (6 minus 7) = TIF Estimate")
8)	Developer's Estimate = \$	(Available TIF Estimate)
	x.5302 = \$	(Projected Payments Amount)
	$\mathbf{v} = \mathbf{v}$	(Festimated I MI Amount)

# EXHIBIT F SUMMARY OF ACCEPTED INFRASTRUCTURE COSTS

Date of Cost	Amount of Cost	Nature of Cost	Date Accepted by City
			8
,e.e.e.e.e			
mercy a many			

Item# 7E Date: 10/26/20

# Memo

To: City Council

From: Shawn Cole, Zoning Supervisor

CC: Jordan Cook, City Administrator

Date: 10/20/20

**RE: General Information** 

 West F Industrial Park Final Plat: The Final Plat of West F Industrial Park has been reviewed and recommended by the Planning & Zoning Commission and Staff recommends approval. Included in your packet is a copy of the plat, application, legal documents, & HR Green's memo.

If you have any questions please contact me at work, 382-5466, or at home, 382-8703, and prior to Monday night's meeting.

Prepared/Return: City of Nevada, PO Box 530, Nevada IA 50201

#### RESOLUTION NO. 040 (2020/2021)

# A RESOLUTION ACCEPTING AND APPROVING THE FINAL PLAT FOR WEST F AVENUE INDUSTRIAL PARK ADDITION, STORY COUNTY, IOWA

WHEREAS, there has been submitted to the City Council of the City of Nevada, Iowa, the Final Plat for West F Avenue Industrial Park Addition, Story County, Iowa, within the City of Nevada, Iowa, which plat involves the following described real estate:

A Subdivision of Outlot A, Airport Road Industrial Park, Seventh Addition to the City of Nevada, Story County, Iowa, containing 23.98 acres

WHEREAS, the Final Plat have been submitted to the Nevada Planning and Zoning Department. Staff and City Engineers have reviewed the plat with the recommendation to the City Council to approve the Final Plat submitted and;

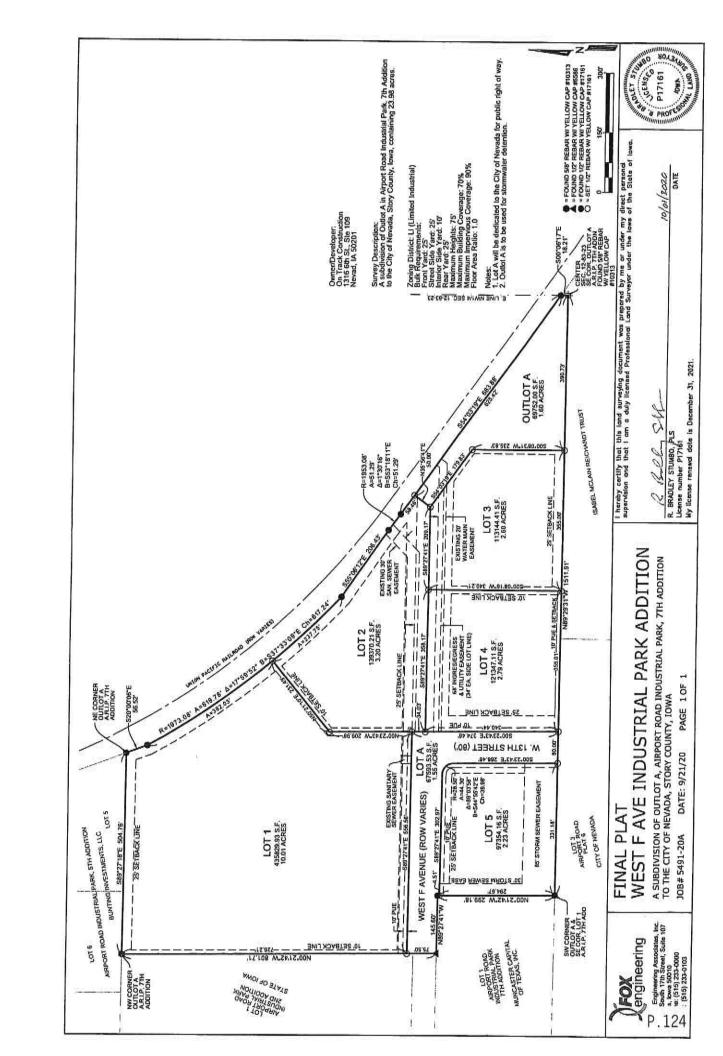
WHEREAS, it is the opinion of the City Council of the City of Nevada, Iowa, that it is advisable and in the best interests of the City of Nevada, Iowa, and of the citizens thereof that the Final Plat be accepted and approved.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Nevada, Iowa, that the Final Plat for West F Avenue Industrial Park Addition, Story County, Iowa, be hereby accepted and approved for and on behalf of the City of Nevada, Iowa.

Passed and Approved this 26th day of October, 2020.

Attest:	Brett Barker, Mayor
Kerin Wright, City Clerk	

Moved by C adopted.	ouncil Member _, seconded by Council Member _, that Resolution No. 040 (2020/2021) be
AYES: NAYS: ABSENT:	
The Mayor d	eclared Resolution No. 040 (2020/2021) adopted.
I hereby cer (2020/2021) 2020.	tify that the foregoing is a true copy of a record of the adoption of Resolution No. 040 at the regular Council Meeting of the City of Nevada, Iowa, held on the 26th day of October,
Kerin Wright,	City Clerk





# TRANSMITTAL

Aspen Business Park 414 South 17th Street, Suite 107 Ames, Jowa 50010

DATE:

September 28, 2020

TO:

Kerin Wright City of Nevada 1209 6th Street

Nevada, Iowa 50201

RE:

Final Plat Application

West F Ave Industrial Park Addition

Nevada, Iowa FOX PN 5495-20A

**DELIVERY:** 

**UPS Ground** 

ITEMS:

Final Plat Application Packet, including \$75 fee

#### COMMENTS:

Enclosed for the City's consideration is a Final plat submittal for West F Ave Industrial Park Addition. Enclosed is one (1) \$75 check for the application fee. The Final Plat and associated legal documentation have previously been submitted via email (pdf).

Please let me know if there are any questions.

John Gade, P.E.

CC: Matt Runge



# Major Subdivision; Final Plat Application Packet

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

The "Application Packet" for a Major Subdivision; Final Plat includes the following:

- Application Form (This form must be filled out completely for all applications.), and
- Final Plat -Major Subdivision Checklist (Use this Checklist to prepare the Final Plat.).

#### 2. What must be submitted?

- One (1) completed and signed Application Form.
- All Items set forth on the Major Subdivision; Final Plat Checklist.
- Fifteen (15) copies of the Final Plat, no larger than 24" by 36".
- Final Plat Attachments, as described on the Checklist
- A check or cash for the application filing fee as established by the City Council.

No application will be accepted unless it complies with all the submittal requirements. Applications that are incomplete will be returned to the applicant without further review.

#### 3. What is the process?

- The Final Plat is the third and last step in the approval process for a Major Subdivision. The first step
  and second steps have already occurred. These included the Pre-application Conference and the
  Preliminary Plat. The Final Plat application must be filed after the Preliminary Plat has been approved
  and within one year of the date of approval of the Preliminary Plat.
- The applicant shall file the application with the Department of Planning and Zoning at least 21 days prior to a regular meeting of the Planning and Zoning Commission.
- The Planning and Zoning Commission shall forward the Final Plat to the City Council for its review after the Applicant has submitted a complete Application for a Major Subdivision; Final Plat if the Planning and Zoning Commission finds and reports in writing that the Final Plat substantially conforms to the approved Preliminary Plat. An Application for a Major Subdivision; Final Plat shall be "complete" for the purpose of commencing time periods within which action by the City Council is required when so certified by the Planning and Zoning Commission.

#### 4. Where should submittals be made?

· Submit the completed application Packet to the

City Clerk City Hall 1209 6<sup>th</sup> Street Nevada, Iowa 50201

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

Phone: 515-382-5466 FAX: 515-382-5469 E-mail: citypz@midiowa.net



# Major Subdivision; Final Plat Application Form (This form must be filled out completely before your application will be accepted.)

1. Property Location of this Final Plat for a Major Subdivision (Street Address and or Boundary Description):

A subdivision of Outlot A in Airport Road Industrial Park, 7th Addition to the City of Nevada, Story County, lowa, containing 23.98 acres.

4. Property Owner: On Track	Construction (Att: Matt F	Runge)	
Address: 13 515.451.6719 (	Cell) 888-85 (City)	50-0208	800-284-6938
(Street)	(City)	(State)	(Zip)
Telephone:(Home)	(Busine	ess)	(Fax)
5. Attorney: Ryan L. Halland	(David Brown Law Firm)		
Address: 2605 Northridge P	arkway Ames	IA	50010
(Street)	(City)	(State)	(Zip)
Telephone:	515.246	.7992	515.243.065
Telephone: (Home)	8	ess)	(Fax)
6. Land Surveyor: Brad Stum	bo, PLS		
Address: 414 South 17th Street	(Suite 107) Ames	IA	50010
(Street)	(City)	(State)	(Zip)
Telephone:	515.233.0	0000	
Telephone:(Home)	(Busine	ess) (Fax)	
7. Contact Person:John Ga	ide, P.E.		
Address: 414 S 17th Stree (Street)			16.
	(City)		(State)
Telephone: 515.233.0000 (Home)	(Work) (Business		(For)
(Home)	Dusiness	S)	(Fax)

	and ordinances, the d information which is
Date:	9.24.2020
or the Property Owner's	Signatures)
Date:	9.24.2020
Date:	9.24.2020
	submitted all the require rate.  Date:  Or the Property Owner's  Date:

Prepared By: Ryan L. Haaland, Davis Brown Law Firm, 2605 Northridge Parkway, Ames IA 50010 (515) 288-2500 Return & Tax Docs To: On Track Construction, LLC, 1316 6th St., #109, Nevada, Iowa 50201

#### CITY DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is being made and entered into between the City of Nevada, Iowa (the "City") and On Track Construction, LLC (the "Developer") related to the development of West F Ave Industrial Park Addition, Nevada, Story County, Iowa (the "Subdivision").

#### RECITALS:

WHEREAS, the Parties desire to improve and develop that certain real property (the "Site") legally described on the attached Exhibit "A"; and

WHEREAS, the Developer seeks the City's approval and designation of the Site as a residential subdivision plat;

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants contained here, and in reliance on the same, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto have agreed as follows:

#### TERMS:

- 1. <u>Public Improvements</u>. The Developer agrees to construct the improvements on the Site as shown in the Agreement for Public Improvements, attached as Exhibit "B" and in accordance therewith.
- 2. <u>Easements</u>. The Developer agrees to grant easements to the City as shown on attached Exhibit "C", and in accordance therewith.
- 3. Park Set Aside. The City requires, as part of the final plat, parkland set aside in accordance with Ordinance Section 166.15 in the City's Code of Ordinances (the "Park Set Aside"). In lieu of the Park Set Aside at the Site, Developer shall provide construction services at 90 I Avenue, Nevada, Iowa (the "Park Site"), which shall include removal of existing dug outs including all masonry, concrete and enclosures; remove all infield & warning track material; remove light poles; salvage fencing at bullpens to owner; demo press box & scoreboard; grade all disturbed areas; provide & place needed topsoil in low areas; remove any demolition materials from site; seed & restore all areas (the "Park Services"). Developer & City shall further delineate their obligations in a separate written

#### agreement.

- Covenant With the Land. This Agreement, and all provisions made part thereof shall run with the Site and shall be binding upon the Developer and any and all future titleholders of record of the Lots.
- 5. General Applicability. The Developer understands and agrees that all work done by or on behalf of the Developer with respect to public streets, sidewalks, shared use paths, building design and construction, and utilities shall be made in compliance with the Iowa Code, the City of Nevada Municipal Code, and all other federal, state, and local laws and policies of general application, whether or not such requirements are specifically stated in this Agreement.
- 6. <u>Amendments</u>. Any and all provisions of this Agreement may be amended, cancelled or extended only by the mutual agreement of the Parties, evidenced by signed writing.
- 7. <u>Incorporation of Recitals and Exhibits</u>. The Recitals, together with any and all exhibits attached hereto, are confirmed by the Parties as true and correct and incorporated herein by reference as if fully set forth verbatim. The Recitals and exhibits are a substantive, contractual part of this Agreement.
- 8. Termination. In the event the Developer breaches any terms of this Agreement and said breach is not cured within seven (7) days after written notice to the Developer, the City shall have the right to cancel this Agreement, suspend performance, take any legal or administrative action deemed appropriate to enforce the Developer's obligations under this Agreement, or seek any combination of these remedies, provided, however, any default shall be considered cured in the event said default cannot be cured within seven (7) days and Developer is making a good-faith effort to cure the default.
- Claims and Lawsuits. Developer shall promptly notify the City of the initiation of any claims, lawsuits, bankruptcy proceedings or other proceedings brought against the Developer, which would adversely affect the Project.
- 10. <u>Governing Law</u>. This Agreement and all related instruments shall be interpreted in accordance with the law of the State of Iowa.

[End of Agreement; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed effective as of the date first above written.

CITY OF NEVADA, IOWA		
Ву:	_	
Attest by:	-	
STATE OF IOWA, COUNTY OF		
This record was acknowledged before me thisby	day of	
	Signature of Notary Public	
ON TRACK CONSTRUCTION, LLC		
Ву		
Matthew Runge, Manager		
STATE OF IOWA, COUNTY OF	:	
This record was acknowledged before me this by Matthew Runge, Manager of On Track Construc	day of, ction, LLC.	,
	Signature of Notary Public	

## Exhibit "A" Legal Description

Outlot A, Airport Road Industrial Park, 7th Addition, Nevada, Story County, Iowa

Exhibit "B"
Agreement for Public Improvements

Exhibit "C" Agreement for Easements

#### AGREEMENT FOR PUBLIC IMPROVEMENTS

This AGREEMENT FOR PUBLIC IMPROVEMENTS ("Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 2020, by and between, On Track Construction, LLC, (the "Owner" or "Developer"), and the City of Nevada, Iowa, ("City"):

#### RECITALS

WHEREAS, the Owners are in the process of platting a subdivision of real estate to be known as West F Ave Industrial Park Addition, Nevada, Story County, Iowa (the "Subdivision"); and

WHEREAS, the Owners are required to construct certain improvements and utilities within the real estate, to wit: Water, Sanitary Sewers, Storm Water Management, Street Pavement, Sidewalks, Street Signage & Lighting, and Private Utilities, and, to pay reasonable engineering and inspection fees therefore, all as part of the platting procedure of the City:

NOW THERFORE, in consideration of the premises, it is hereby agreed between the Owner and the City as follows:

#### 1. Utilities.

(a) Water, Sanitary Sewer & Storm Water: Owner shall be responsible for construction, at Owner's sole expense, all mains and service lines to the platted lots in accordance with plans and specifications approved by the City and subject to City inspection before the work is covered. All mains in the Subdivision shall be tendered to the City free of charge and shall, when accepted by the City, be a public main and the property of the City. All such mains shall be located within the boundaries of the platted City streets or within the bounds of utility easements dedicated to and accepted by the City at no cost to the City.

- (b) Street Pavement: Owner shall be responsible for construction, at Owner's sole expense, all streets and alleys to the platted lots in accordance with plans and specifications approved by the City and subject to City inspection. All street and alleys in the Subdivision shall be tendered to the City free of charge and shall, when accepted by the City, be a public street or alley and the property of the City. All such streets and alleys shall be located within the boundaries of the platted City streets dedicated to and accepted by the City at no cost to the City.
- (c) Sidewalks Owner shall be responsible for construction, at Owner's sole expense, of all sidewalks and bike paths as required by the City for the Subdivision, in accordance with plans and specifications on file with the City and by this reference made a part of this agreement; and no permit shall be issued with respect to the subdivision until the sidewalks and bike are completed and accepted by the City; or, in the alternative and at the City's sole discretion, owners may obtain the permits and proceed with construction pursuant to the permits, with the understanding that an "occupancy permit" shall be withheld with respect to any building that abuts on a segment of a street for which the sidewalk or bike trail has not been completed.
- (d) Electric, Gas, Telephone, etc: Owner at Owner's sole expense shall coordinate with all private utilities in the placement of the utilities all underground, including but not limited to electrical, gas, and telephone lines, street lights.
- (e) Street Signs and Lights: Owner at Owner's sole expense shall have placed and erected all street signage and lights required by the City of Nevada's Municipal Code, and other applicable local, state, and federal laws and regulations at locations determined by the City.
- 2. Compliance of Construction Work. All work done by or on behalf of Owner with respect to public streets, sidewalks and utilities in the Subdivision shall be in accord with the Final Plat, Chapter 166 of the Nevada Municipal Code, and all other applicable local, state and federal laws and regulations.
- 3. Covenants to Run with the Land. This agreement shall be filed for record in the office of the Story County Recorder and all agreements, promises and representations herein stated shall be deemed to be covenants running with the land and shall endure and be binding on the parties hereto, their successors and assigns. A building permit shall not be issued for a lot until all obligations of the Owner for the platted development phase in which the lot is located have been met and the public improvements accepted by the City, or a performance bond or letter of credit is accepted by the City as security for the performance of those improvements.
- 4. Irrevocable Bank Letter of Credit. It is agreed that the Owner shall deposit with the City, prior to or at the time the Final Plat is approved by the City Council, a Irrevocable Bank Letter of Credit in the amount of \$\_\_\_\_\_\_, conditioned upon

Commented [HRL1]: Is the City requiring sidewalks?

the satisfactory completion of all improvements in compliance with the Subdivision Regulations of the City of Nevada, the accepted standards of the City and upon final approval of the City Engineer.

- Noncompliance by Owner. The City reserves the right to construct the improvements in the events Owner fails to do so as herein agreed, and to cover the costs thereof from the Performance Bond or Irrevocable Bank Letter of Credit, as the case may be.
- 6. Release of Letter of Credit. Upon satisfactory competition of the improvements, including the paying of reasonable engineering and inspection fees therefore, the Performance Bond or Irrevocable Bank Letter of Credit shall be released, upon posting of maintenance bonds for the improvements completed, two (2) years for public utilities and four (4) years for paving.

[End of Agreement; Signature Page Follows]

DATED this day of	2020.	
CITY OF NEVADA, IOWA		
Ву:	<u></u>	
Attest by:		
STATE OF IOWA, COUNTY OF	i	
This record was acknowledged before me this	day of	, by
The Depth Control of the Control of	Signature of Notary Public	
ON TRACK CONSTRUCTION, LLC		
Ву		
Matthew Runge, Manager		
STATE OF IOWA, COUNTY OF	_;	
This record was acknowledged before me this	day of,	
On Track Construction, LLC.		
	Signature of Notary Public	



#### RESOLUTION NO. 047C (2019/2020)

# A RESOLUTION AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO TAKE APPROPRIATE EMERGENCY MEASURES DURING THE COVID-19 PANDEMIC, AMENDED

WHEREAS, On March 9, 2020, the Honorable Governor Kim Reynolds has declared a State of Public Health Disaster Emergency in response to the outbreak of Novel Coronavirus 2019 (COVID-19); and

WHEREAS, On March 11, 2020, the World Health Organization declared the COVID-19 outbreak a global pandemic; and

WHEREAS, On March 13, 2020, President Donald J. Trump issued a proclamation declaring that the COVID-19 outbreak in the United States constitutes a national emergency; and

WHEREAS, multiple cases of COVID-19 have been confirmed in Iowa, and the Iowa Department of Public Health has determined that community spread of COVID-19 is occurring within our state; and

WHEREAS, the CDC has advised that local governments should take immediate action to limit the spread of the virus through social distancing, cancellation of public meetings, limiting public gatherings and events, and implementing additional public health safety and education measures to prevent, contain and, where possible, to mitigate the impact of the virus; and

WHEREAS, on April 13<sup>th</sup>, 2020, the Nevada City Council passed Resolution 047A (2019/2020) outlining the terms of the original resolution, and the City Council wishes to make minor revisions to the restrictions set forth in that resolution, and

WHEREAS, the City of Nevada determines it to be in the best interest of the public to delegate certain decision-making authority to the Mayor and City Administrator during this time to avoid the necessity of multiple public meetings during this crisis.

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

- That, consistent with the declarations of the WHO, the federal government, and the Governor of the State of Iowa, a Declaration of an emergency is hereby established by the City Council of Nevada, Iowa.
- The Council hereby authorizes the Mayor and City Administrator to conduct such emergency measures as may be appropriate to safeguard the public health, safety and welfare of both our residents and visitors.
- 3. The Council authorizes a one-time increase of the signing thresholds for the Mayor and City Administrator for signing contracts of \$100,000 and for single checks \$100,000 without the prior approval of Council, but to be presented at the next Council meeting, or on a monthly basis to the Council for ratification.
- 4. The Council authorizes the Mayor Pro Tem to sign as an alternate signatory on contracts and checks for the Mayor on behalf of the City, should he be unavailable, and for the

City Clerk to sign contracts, checks and agreements on behalf of the City Administrator, should he be unavailable.

- 5. No checks may be written in relation to any contract authorized under this resolution without certification by the City Clerk that the appropriate funds exist to meet the obligation, nor any contract or agreement entered into without the review and approval of the City Attorney.
- 6. The Council authorizes the implementation of electronic mechanisms for the conduct of City business, including staff meetings, planning meetings, and telephonic participation by the Council of such Council Meetings and advisory boards and committees as necessary. Such meetings shall be published, as required, recorded and made public on the City website or by email, upon request, as soon as possible.
- 7. The Council authorizes, consistent with the recommendations of the CDC, the following:
  - a. That all City public events, trainings and meetings and any events, trainings and meetings planned to be held in or on City property are hereby cancelled until further notice, with the status to be reviewed every 30 days.
  - b. That all out-of-state travel or trainings for City business are hereby cancelled, with the status of this prohibition to be reviewed every 30 days and any requests for exceptions for public safety or other essential services to be reviewed on a case by case basis by the City Administrator.
  - c. The City Administrator may set such safeguards for the public and employees regarding employees that travel out of the area or that become ill as are reasonable to protect the health and safety of staff and the public, consistent with the most current public health guidelines and advisories.
  - d. That all non-essential programs of the City that involve significant interaction with residents or groups from outside the state or region that might increase staff or local residents to an increased threat of exposure to the virus shall be cancelled, with this prohibition to be reviewed every 30 days, and with no exceptions.
  - e. That all non-essential facilities of the City that involve significant interaction with residents or groups from outside the state or region that might increase staff or local residents to an increased threat of exposure to the virus shall be cancelled, with this prohibition to be reviewed every 30 days.
  - f. That the Council authorizes that the Mayor and City Administrator are authorized to enter into any MOU's, shared services agreements, and contracts as may be necessary to provide the continued operation of services in a time of depleted staff or increased need due to this state of emergency with other governmental, quasi-governmental or private entities and may similarly assist other governmental entities, utilities, health services and entities engaged in the delivery of essential services to the community necessary for the continued public health, welfare and safety of the community.
  - g. That the Council authorizes the Mayor, City Administrator and City Clerk to prepare for, expend resources in anticipation of, and to apply for such state and federal assistance as may be anticipated or allocated as related to the states of emergency.
  - h. That the Council authorizes the City Clerk to establish an emergency account and to fund said account in the amount of \$250,000 for the tracking and finding of such costs as may result from or be needed to address the health emergency, including: over-time, contract labor, computers, smart phones, electronic equipment and telecommunications

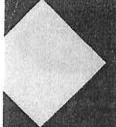
Resolution No. 047C, Revised (2019/2020) Emergency Measures during COVID-19 Pandemic Page 3 of 3

services, etc. as may be necessary for remote and work at home arrangements, and such preventative and safety equipment and supplies as antiseptic, masks, gloves, etc.

PASSED and approved this 22nd day of June, 2020, by the City Council of the City of Nevada, Iowa. Brett Barker, Mayor ATTEST: Kerin Wright, City Clerk Moved by Council Member Brian Hanson, seconded by Council Member Dane Nealson, that Resolution No. 047C (2019/2020) be adopted. AYES: Hanson, Nealson, Sampson, Ehrig, Mittman NAYS: Spence ABSENT: None The Mayor declared Resolution No. 047C (2019/2020) adopted. I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 047C (2019/2020) at the regular Council Meeting of the City of Nevada, Iowa, held on the 22<sup>nd</sup> day of June, 2020. Kerin Wright, City Clerk

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Item# 76
Date: 10/26/20



Nevada Iowa: Proposal for Community-Wide Strategic Planning

February 25, 2020

The Institute for Decision Making at the University of Northern lowa submits this proposal to assist the City of Nevada in developing a community-wide strategic plan.



#### Project Overview

The Institute for Decision Making (IDM) at the University of Northern Iowa (UNI) proposes to assist the City of Nevada develop a community-wide strategic plan that includes a shared vision for Nevada in 2040 and 10-year goals and strategies to help attain the community's shared future vision. The planning process will be designed collaboratively with the community's leadership to ensure a process that meets the Nevada's needs. This proposal was developed based upon IDM staff's conversation with Nevada mayor, Brett Barker and John Hall, Senior Director, Business Development and staff liaison to the Nevada Economic Development Council for the Ames Chamber of Commerce.

#### About IDM

IDM is the community and economic development outreach arm of the University of Northern Iowa. IDM has a 33-year record of delivering tailored and innovative planning, technical assistance, applied research and training to well over 800 communities, chambers of commerce, economic development organizations, state agencies, statewide associations, convention and visitor bureaus, community planning groups and other similar not-for-profit organizations throughout lowa.

With staff possessing a combination of advanced training and education in a variety of applied fields and practical professional economic development experience, IDM is able to provide clients with customized services to meet their needs. IDM staff has designed and facilitated implementation-focused planning for numerous organizations, communities and regions in Iowa, including current and recent projects for: Greater Dubuque Development Corporation (strategic planning), Ames Chamber of Commerce and Development (strategic planning), Rock Valley (strategic planning), Grow Cedar Valley (strategic planning), Cedar Falls Tourism & Visitors Bureau (strategic planning), Vinton Unlimited (strategic planning), Ottumwa Economic Development Corporation (public relations planning), Appanoose County Economic Development Corporation (strategic planning), Salvation Army of Waterloo/Cedar Falls (strategic planning), Iowa Heartland Habitat for Humanity (strategic planning), Boone County Economic Growth Corporation (strategic planning), and many others.

## **Proposed Scope of Services**

The purpose of the project is to assist the City of Nevada and its community partners develop a community-wide strategic plan designed to achieve a shared vision for the community by the year 2040, and 10-year goals and strategies to attain the vision.

Pre-Planning



Input Gatherina



Planning Sessions



Developing the Plan



Implementation Support



Pre-Planning & Kickoff Session Questionnaire, Community Input Session & Interviews

Planning Sessions Draft Plan Development Endorse, Adopt, and Unveil

Implement

#### Task 1: Pre-Planning

An effective and efficient planning process requires a tailored and deliberate planning process, and a shared commitment by community leaders, planning team members and key community organizations. IDM will work with the community's leadership to design the planning process, establish a committed Planning Team, and guide the Planning Team through the development of a community-wide strategic plan. The following pre-planning steps will clarify planning needs and expectations so that the process maximizes the benefit to the community:

- IDM will work with the community leadership to design and facilitate the overall planning process including community input gathering efforts, individual session design, session preparation, and reporting.
- IDM will provide input and guidance to community leadership with establishing a Planning Team which will be responsible for overseeing and assisting with the community input process, the development of the draft community-wide strategic plan, assisting with the plan adoption and endorsement process and the public unveiling of the plan. IDM will develop a Planning Team member "job description" which will outline team member's roles and responsibilities throughout the process and provide them background about the project. Members of the Planning Team should be a cross-section of the community and include representatives from organizations who are likely implementers of, and stakeholders in, the community-wide strategic plan. IDM encourages the appointment of co-chairs for the Planning Team who will help to recruit the rest of the Planning Team and serve in a leadership role throughout the planning process.
- IDM will provide guidance to community leadership regarding communications about the planning process to Nevada residents, area businesses and organizations, and other key stakeholders.
- IDM will hold a Kick-Off session with the Planning Team (2 hours). The purpose of the session is launch the
  planning process, help Team members gain a better understanding of the roles and responsibilities and to begin
  to get organized for the community input process.

## Task 2: Community Input Gathering

IDM, with assistance from the Planning Team will design and implement a community input process. The goal of the process is to gather broad community input about what their vision is for Nevada by the year 2040. Input will be gathered through multiple outlets including an online questionnaire, a community event (e.g. town hall, think tank, open house), and small group interviews with targeted audiences (e.g. youth, young adults, older residents, new residents). The information gathered will help evaluate Nevada's existing community assets, weaknesses, needs and potential, and help to identify community priorities for Nevada over next ten years and a longer term vision.

IDM will work with the Planning Team to help them develop and schedule the process for gathering input. The Planning Team will be responsible for promoting the public input process to the community. The Planning Team will serve as hosts and help facilitate the community input event and the small group interviews, and be responsible for handling the logistics for those meetings.

After the public input is gathered, IDM will assist the Planning Team in documenting, organizing and analyzing the public input so it can be effectively utilized to develop a new vision and plan for the community.

## Task 3: Visioning and Community-Wide Strategic Plan Development

IDM will design and facilitate multiple planning sessions with the Planning Team that will culminate in the development of a draft community-wide strategic plan. The individual planning session designs will be based upon input from the Planning Team. The planning sessions will involve the following:

Planning Session I – The first planning session (5-6 hours) will focus on reviewing the public input and using the
common ideas and themes from the input to develop a consensus on the elements for a vision for Nevada in the
year 2040. Based on the elements identified, the Planning Team will also begin to develop initial draft goals

- designed to help achieve the vision. IDM staff will provide a session summary prior to Planning Session II that will include a draft vision statement and goals.
- Planning Session II The second planning session (4-5 hours) will focus on the Planning Team reviewing and
  revising the draft vision statement and goals. The Planning Team will then develop draft implementation
  strategies and identify potential implementing organizations and time frames for each strategy. IDM staff will
  provide a session summary prior to Planning Session III that will include an initial draft community-wide strategic
  plan.
- Planning Session III The third planning session (4 hours) will focus on the Planning Team reviewing and
  revising the draft community-wide strategic plan. IDM will assist the Planning Team with getting organized for
  Task 4, the plan adoption and endorsement process. IDM staff will also lead the Planning Team in a discussion
  regarding appropriate approaches for publicly unveiling the community-wide strategic plan, and the long-term
  governance and implementation monitoring of the plan, such as the creation of an "implementation monitoring
  team" to meet quarterly to review status updates from the implementing organizations.

#### Task 4: Plan Adoption and Endorsement Process

IDM will provide the Planning Team with technical assistance in developing an appropriate process for presenting the draft community-wide strategic plan to proposed implementing organizations. The purpose of the process is to obtain each organization's suggested revisions as well as each organization's agreement to formally endorse the plan and adopt the parts of the plan in which they will take responsibility for implementation. IDM will assist the Planning Team in developing the materials to be presented to the implementing organizations.

Additionally, IDM will assist the Planning Team with integrating the input from the implementing organizations into the final version of the community-wide strategic plan.

## Task 5: Plan Unveiling, Monitoring and Implementation Support

Upon completion of a final version of the community-wide strategic plan, the Planning Team and its partners can hold a plan unveiling event that celebrates the plan's development, recognizes the implementing organizations, and launches the plan's implementation. IDM will assist the Planning Team in determining the best approach for publicly unveiling the plan and communicating with key stakeholders and allies, and the general public.

Approximately a year following the public unveiling of the community-wide strategic plan, IDM will conduct a virtual meeting with the "implementation monitoring team" and other appropriate individuals to review, monitor and/or troubleshoot implementation of the plan. IDM finds that having scheduled follow up meetings helps to ensure that the plan is actively used and implementation is being monitored by the community.

#### Proposed Project Schedule

The proposed timeframe to complete the planning process is 10 months with a proposed project start date of April 1, 2020. A final timeline for the planning process shall be mutually determined by City of Nevada and IDM.

Timeline	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	>>	Dec. 2021
Task 1: Pre-Planning			PHILE.		MAN S	[0490]190	(CV 2-2-1)	ENGRA	ng pyridd	N. P. Tribert	>>	72476375
Kickoff Session			_				:===:::::					
Task 2: Community Input	AVII SAVERSIS	NEW TEN	NAME OF	atteria						i XII.	>>	
Task 3: Visioning and Plan Development		EWE									>>	
Planning Session I												
Planning Session II								4-48-48-410-710-7		en cracer en en		
Planning Session III							Markey (		- 10 30			
Task 4: Plan Adoption and Endorsement									1000		>>	
Task 5: Plan Unveiling & Imp. Support Mtg.					206.11					HERE	>>	OFFICE

### Proposed Fees

The cost for conducting the proposed project (Tasks 1-5) is \$11,426.00, plus actual travel costs (not to exceed \$800) for five trips to Nevada. The project cost includes an IDM Partnership which provides access to 1.5 hours of topical board training e.g., BR&E 101 for ED Boards, access to IDM staff for ongoing consultation and troubleshooting, and reduced fees on other IDM planning and research services. IDM will invoice the City of Nevada at the end of the project following the formal adoption of the Community-Wide Strategic Plan by City of Nevada.

The proposed project price is valid for a period of 60 days following submission of this proposal.

## Liability Statement

In no event shall The University of Northern Iowa's liability arising in connection with or under this agreement (whether under the theories of breach of contract, tort liability, misrepresentation, fraud, warranty, negligence, strict liability, or any other theory of law) exceed the purchase price paid by the client (City of Nevada) for the services rendered by IDM under this Agreement.

City of Nevada	Date	Institute for Decision Making	Dạte

Item# 8 A Date: 10/26/20

Resolution No. 041 (2020/2021) Approve Procurement Policy Page 1 of 1

# RESOLUTION NO. 041 (2020/2021)

# A RESOLUTION APPROVING A PROCUREMENT POLICY FOR THE CITY OF NEVADA

WHEREAS, the Procurement Policy for the City of Nevada has been recommended to the council for approval; and

WHEREAS, the Nevada City Council has reviewed the policy and is agreement with the Policy.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Nevada, Iowa, hereby approves Procurement Policy for the City of Nevada (Exhibit A).

PASSED AND APPROVED this 26th day of October, 2020.

W:\Office\Council\Resolutions\2020-2021\041-Procurement Purchasing Policy.doc

ATTEST:		Brett Barker, Mayor
Kerin Wrig	ht, City Clerk	
Moved by (2020/2021	Council Member _, seconded  i) be adopted.	by Council Member _ that Resolution No. 041
Ayes: Nays: Absent:		
The Mayor	declared Resolution No. 041 (20	20/2021) adopted.
hereby ce 041 (2020/2 day of Octo	2021) at the regular Council Me	copy of a record of the adoption of Resolution No. eting of the City of Nevada, Iowa, held on the 26 <sup>th</sup>
Kerin Wrigh	t, City Clerk	

# CITY OF NEVADA IOWA

# PROCUREMENT POLICY PURCHASING AND PROCEDURES MANUAL OCTOBER 2020

#### INTRODUCTION

The purpose of this procurement policy is to ensure that sound business judgement is utilized in all procurement transactions and that supplies, equipment, construction and services are obtained efficiently and economically and in compliance with applicable federal and state law and executive orders and to ensure that all procurement transactions will be conducted in a manner that provides full and open competition.

#### APPLICATION

This policy applies to procurement of all supplies, equipment, construction and services of and for City of Nevada that include any federal program funding, including but not limited to, those related to the implementation and administration of the Community Development Block Grant (CDBG) award, the Pre-Hazard Mitigation Grant or the Emergency Management Planning Grant (EMPG). In regards to any such federal programs, all procurement will be done in accordance with 2 CFR; Part 200. Chapter 26 and Section 331.341 of Iowa Code will be followed on all applicable purchases. All other appropriate sections of the Iowa Code shall also apply.

The Purchasing Policy and Procedures Manual was developed to explain the purchasing system used by the City of Nevada for non-public improvement projects. The manual will outline the responsibilities and duties of the City Administrator, City Clerk's Office and the user departments. The manual will first explain the policies that guide the purchasing process. The policies seldom change and provide the governing principles and courses of action to follow. The detailed procedures and instructional statements will be presented after the policies. In general, the purchasing system used by the City is not centralized. This means that user departments independently purchase items needed for their operation. It is the responsibility of Department Head to ensure that his/her department follows all policies and procedures and expenditures within the Department's budget. The City does not have a central purchasing department to buy items in bulk for storage until needed by the user departments.

The intent of the Nevada City Council and city staff is to buy materials, supplies and services of high quality at a reasonable cost. All purchasing actions engaged by the City should be fair, impartial, and free from impropriety or the appearance of impropriety. All qualified buyers and sellers shall have access to compete for City business, and no reasonable offer shall be arbitrarily excluded.

This manual is applicable to all operating departments, with the exception of the Library. The respective governing board for each of these departments independently prepares separate purchasing policies and procedures.

#### POLICIES

# 1. ROLE OF THE CITY ADMINISTRATOR

By law (Iowa Code section 372.8e), the City Administrator as chief administrative officer shall:

"Supervise the performance of all contracts for work to be done for the City, make all purchases of material supplies, and see that such material and supplies are received, and are of the quality and character called for by the contract."

In the City of Nevada, Departments work independently when making purchases. If the proposed purchase is greater than \$5,000, departments work with the City Administrator, City Engineer or contractor to determine the acceptability of materials, supplies, or services provided and will follow the procedures outlined in this policy. The City Administrator will direct the City Clerk's Office to review all invoices for materials, supplies or services prior to payment. Any purchases that qualify as a public improvement, a building or construction work which is constructed for the City of Nevada and is paid for in whole or in part with funds of the governmental entity. A public improvement project may involve new construction, reconstruction, or an improvement that results in betterment to a facility by improving either the original design of the facility or the function of the facility. The guidance set forth in Appendix A should not be applicable to such projects.

# 2. IOWA PREFERENCE GIVEN

By virtue of statutory authority, preference will be given to products and provisions grown and produced within the State of Iowa. The Department Heads shall make every effort to support Iowa products when making a purchase. Tied responses to solicitations, regardless of the type of solicitation, shall be decided in favor of the Iowa products.

# Iowa Code, Chapter 73.1, Preference Authorized:

"Every...city, and every person acting as contracting or purchasing agent for any such...governing body shall use only those products and provision grown and coal produced within the state of lowa, when they are found in marketable quantities in the state and are of a quality reasonably suited to the purpose intended, and can be secured without additional cost over foreign products or products of other states..."

For purchases over \$5,000, if a Nevada-based company's bid is within 5% of the low-bid and all other specifications of the request for proposal are met by both companies, the city council may award the contract to the Nevada-based company.

# 3. COOPERATIVE PURCHASING

The City Administrator may initiate or participate with other governmental bodies, including the State of Iowa, in cooperative purchasing. This may take place either through the use of the Iowa Code Chapter 28E for intergovernmental agreements or utilization of a contract clause. This would allow a legal purchase at the cost designated in another entity's contract, in the best interest of the City, notwithstanding any provisions of this manual to the contrary. Utilization of existing state or federal government contracts would satisfy bidding and quotation procedures under this policy.

All legally binding contracts that are entered into on behalf of the City, in which the contract requires the City to commit to a purchase, must be approved by City Council prior to entering the contract. Once the contract is approved, expenses under the contract provisions do not require purchase orders.

# 4. COMPETITIVE BIDDING REQUIREMENTS

All purchases of, and contracts for, supplies and contractual services, for an estimated cost of \$5,000 or more, except as specifically provided herein, shall be based on competitive bids. Utilization of a State or Federal bid contracts or other Cooperative Procurement purchasing such as Sourcewell, satisfies the competitive bidding requirements.

All requests for proposals for materials, products, supplies, provisions, and other needed articles and services to be purchased at public expense shall not knowingly be written in such a way as to exclude any company capable of filling the needs of the purchasing entity from submitting a responsive proposal. Whether or not stated in the Request for Proposal, the City may consider life cycle costing analysis, and may give weight to the value of standard facilities and equipment, in selecting a vendor.

Exceptions to the competitive sealed bidding requirements include: professional services and professional service contracts, items costing under \$5,000, and emergency purchases. Also, where ordinary or reoccurring expenses get quotes once per year.

All purchases for light, medium and heavy equipment and vehicles which are budgeted for or not budgeted for shall go through the competitive bidding requirements of this policy and shall be recommended by the City Administrator and approved by the City Council.

A vote by the City Council exempting specific opportunities or conditions may be requested by the City Administrator. Approval of an exemption of this requirement shall be a simple majority vote by the Council.

#### 5. SALES TAX EXEMPTIONS

Under Iowa Law, (Code of Iowa section 422.45.7), the City of Nevada is exempt from tax in the case of sales of articles purchased for the City's exclusive use. This is for projects bid that are not sales tax exempt. The City will require the proper documentation from the vendors so that the City may apply for sales tax reimbursement or refund.

#### 6. EMERGENCY EXEMPTIONS

This policy may be circumvented if a situation arises that meets any of the following emergency procurement conditions:

- 1. the situation threatens public health, welfare or safety; or
- there is a need to protect the health, welfare or safety of persons occupying or visiting a public improvement or property located adjacent to the public improvement; or
- 3. the department must act to preserve critical services or programs; or
- 4. the need is a result of events or circumstances not reasonably foreseeable.

In the event that any of these situations occur, purchases of emergency need items can be made without approvals required by this policy. At the conclusion of the situation, formal documentation will be required by staff participating in the event to outline the occurrence, and justify the expenditures made under the emergency exemption. These exemptions will be submitted to the City Administrator and if costs exceed \$5,000, to City Council for approval.

# APPENDIX A PURCHASING PROCEDURES FOR DEPARTMENTAL BUDGET ITEMS

For all purchases verify that the item is a budgeted item for your Department.

### 2. Petty Cash Purchases

Petty cash is used for vendors that the City does not already have an account set up for. Receipts with the employee's signature must be submitted to the City Clerk's Office promptly for payment.

3. Determine the process necessary for all your budgeted item purchases:

\$999 & Under

Retain receipt & turn in for Department approval for all purchases

\$1,000 - \$2,499

3 verbal quotes before purchase

\$2,500 - \$4,999

3 written quotes before purchase

\$5,000 - and above

Sealed bids, requires City Council approval before purchase is made.

- 4. Responsibility for purchases within each department rests with the Department Supervisor.
  - a. If the Department Supervisor chooses to designate approval authority for purchasing, the employee must sign the receipt and return it to the Department Supervisor for signature and correct account coding before it is provided to the City Clerk's Office.
  - b. Departments are responsible for submitting their invoices to the City Clerk's Office in a timely fashion as to avoid late fees or penalties from vendors.
- Departments are not to separate purchases for the purpose of circumventing financial guidelines.
- All items submitted for payment, regardless of cost, should be coded to an appropriate general ledger account. If the cost of a purchased item is to be split between departments, both or all of the Department Supervisors need to approve and initial the invoice and provide the appropriate account coding.
- 7. All purchases over \$1,000.00 are reviewed and signed by the City Administrator.
- 8. The City Clerk's Office is responsible for ensuring that departments adhere to this policy.
- 9. Repeated failure to follow the above guidelines by any individual will be reported to the City Administrator and will be subject to disciplinary action if violations persist.
- This policy may be amended, revised or modified as deemed necessary by the City Clerk or City Administrator, with the approval of the city council.

#### PROCEDURES FOR OBTAINING BIDS

#### \$1,000 - \$2,499

The employee requesting a purchase in this range must compile three verbal quotes. Telephone quotations are acceptable for these purchases. After writing down all three quotes, reviewing the prices and determining the low bidder who has met the requirements, the employee may attach the quotes to the bill for payment. Attach the list to the requisition and forward them to the City Clerk's Office.

When obtaining telephone quotations, you are subject to certain legal constraints:

- Do not reveal one vendor's price to another until the purchase order has been approved.
- b. Do not ask a vendor to revise the price once it is given. (However, should a vendor call back before you have completed the telephone quotation process requesting to revise the price, you may accept the new price.)

Re-typing is not to be done as the original list is the City bid document and must be filed in the City Clerk's Office, and signed by the calling party in the requesting department.

A "No Bid" is not considered a bid when obtaining telephone quotations. Three prices are to be obtained and submitted in writing to the City Clerk's Office. If after contacting 6 or more vendors, a purchaser is unable to obtain the 3 required quotes, the purchaser may document the vendors contacted and proceed with the process noted above. The City Administrator and City Clerk always reserve the right to review each telephone quotation, obtain additional bids if deemed necessary, and verify prices with the named vendors.

The telephone quotation only identifies the lowest bidder meeting specifications. Authority to place an order is given once the appropriate signatures have been secured.

NOTE: In some instances, verbal quotes may not be available from the vendors. In lieu of obtaining verbal quotes, written quotes may be obtained for items in this category. See the next section for discussion of acceptable written quote mediums.

#### \$2,500 - \$4,999

Items \$2,500 to \$4,999 may be awarded by means of informal competitive bidding. All informal competitive bidding purchases in excess of \$2,500 shall be based on at least three competitive written quotes, and shall be awarded to the lowest responsible bidder in accordance with the standards set forth in this policy.

All informal competitive bids shall be obtained by the Department Head or designee by any of the written mediums discussed below and the Department shall maintain documents prescribed by the City Administrator on all such transactions, and such records shall be open to the public for inspection. The written quotation only identifies the lowest bidder meeting specifications, subject to the Nevada-based company provisions outlined in Section 2 of this policy. Authority to place an order is given once the appropriate signatures have been secured.

If after contacting 6 or more vendors, a purchaser is unable to obtain the 3 required quotes, the purchaser may document the vendors contacted and proceed with the process noted above. The City Administrator and City Clerk always reserve the right to review each quotation, obtain additional bids if deemed necessary, and verify prices with the named vendors.

5 P.150

Written quotes can be accepted in a variety of different mediums, but must clearly identify the vendor information associated with the pricing (IE: federal tax id#, email, fax, internet pricing lists, traditional catalog price lists, brochures, flyers). Pricing should include all applicable charges and shipping/handling fees.

### \$5,000 and above

Approval for purchases expected to exceed \$5,000 will follow a competitive bidding process as outlined in Section 4 of this policy. The item to be purchased must be approved by the Department Head and the City Administrator. Once bidding has been completed, the results will be submitted to City Council for final approval before the purchase is completed.

Whenever practical, purchases expected to exceed \$5,000 must have a minimum of three prospective bidders and shall be bid on by formal written bid form. After due notice is given, the lowest responsible bidder will be chosen, subject to the Nevada-based company provisions outlined in Section 2 of this policy.

6 P.151

# APPENDIX B PUBLIC IMPROVEMENTS

A Public Improvement is defined as a building or construction work which is constructed for the City of Nevada and is paid in whole or part with funds of the governmental entity. A public improvement project may involve new construction, reconstruction, or an improvement that results in betterment to a facility by improving either the original design of the facility or the function of the facility.

Repairs or maintenance work are subject to this policy unless performed by a City of Nevada employee. This is defined as the preservation of a building, storm sewer, sanitary sewer, or other public facility or structure so that it remains in sound or proper condition, including minor replacements and additions as necessary to restore the public facility or structure to its original condition with the same design.

Public improvements are broken down into two types: Vertical Infrastructure and Horizontal Infrastructure. When planning a public improvement and determining which bidding threshold applies, the estimated total cost of the project applies. This estimate should include labor, materials, equipment and supplies and should exclude the cost of architectural, landscape architectural, or engineering design services or the cost of inspections.

# COMPETITIVE QUOTE PROCEDURES OR PURCHASES FOR VERTICAL

INFRASTRUCTURE (Buildings, all appurtenant structures, utilities, incidental street improvements including sidewalks, site development features, recreational trails and parking facilities. Vertical infrastructure does not include any work constructed in conjunction with or ancillary to highway, street, bridge or culvert projects, including but not limited to utilities and sidewalks) THE AMOUNT SET BY THE STATE OF IOWA: State of lowa Code requires a formal Competitive Quotation Procedure for all purchases over an amount set by the State every two years.

If a city is required to use the competitive quotation process for vertical infrastructure projects (no quotes for horizontal infrastructure projects), it must make a good faith effort to obtain quotes from at least two contractors regularly engaged in the required work before awarding a contract. Quotes may be obtained after the city provides a description for the work to be completed, including plans and specification prepared by an architect or engineer, and allows all potential contractors an opportunity to inspect the project site.

The city must also designate a time, place and manner for filing quotations, which may be received by mail, fax, email or in-person delivery. The contractor must include in the quote the price for labor, materials, equipment and supplies required to perform the work and should show proof of insurance.

The city may award the contractor to the lowest responsible, responsive quotation or reject all quotes.

If the work can be performed by employees of the city, the city may file a competitive quotation for the work to be performed in the same manner as a contractor. For purposes of comparing the city's quotation to perform the work with city employees to a contractor's quotation to perform the work, the amount of estimated sales and fuel tax which a contractor identified in its quotation must be deducted from the contractor's quotation. If no quotations are received to perform the work or if the city's estimated cost to do the work with its employees is less than the

lowest responsive, responsible quotation, the city may authorize its employees to perform the work.

The city is required to record the approved quotation in the minutes of the council meeting where it is approved, or if approved outside of a meeting, recorded in the minutes of the next meeting of the council.

Cities using the competitive quotation process should also review the IDOT rules for use of this procedure, founding 760 *Iowa Administrative Code*, Chapter 180.

# COMPETITIVE BID PROCEDURE OR PURCHASES FOR VERTICAL INFRASTRUCTURE EXCEEDING THE AMOUNT SET BY THE STATE OF IOWA:

State of Iowa Code requires a formal Competitive Bidding Procedure for all purchases exceeding the amount set by the state as explained below.

COMPETITIVE BID PROCEDURE OR PURCHASES FOR HORIZONTAL (Publicly owned roads, bridges or culverts) EXCEEDING THE AMOUNT SET BY THE STATE OF IOWA: State of Iowa Code requires a formal Competitive Bidding Procedure for all purchase exceeding the amount set by the State.

# COMPETITIVE BIDDING PROCEDURES FOR BOTH VERTCAL AND HORIZONTAL INFRASTRUCTURE

If a city is required to use the competitive bid process for a project, it must have an architect or engineer prepare plans and specifications as well as calculate the estimated total cost of the project. The city must then send a notice to bidders, which includes the time and place for filing sealed bids, time and place the bids will be opened, general nature of the public improvement, general timeline of the project, and detail the requirements of the bid security. The notice might also include other pertinent information and that the city reserves the right to reject any and all bids. It is often beneficial to prepare a bid packet that includes all of the information on the project, including specifications, the notice to bidder, bid form and form of contract.

\*Effective July 1, 2016 cities are no longer required to publish the notice to bidders. Instead, a bill approved during the 2016 legislative session requires governmental entities to post notice in three separate places (as detailed below) no less than 13 and no more than 45 days before the bid filing deadline. The notice must be posted in the following places:

- A relevant contractor plan room service with statewide circulation
- · A relevant construction lead generating service with statewide circulation
- An Internet site sponsored by either a governmental entity or a statewide association that represents the governmental entity

To satisfy the first two components, cities may work with a plan room service to ensure required bid information is properly posted.

To satisfy the third component, cities may either use their city Web site or the <u>lowa League of Cities online bid notice system</u> (or both).

The city council must also hold a public hearing on the plans, specifications, form of contract and estimated cost of the project before entering into a contract. The notice of the public hearing must be published not less than four and no more than 20 days before the date of the

hearing and include a description of the public improvement and its location. Following the hearing, the council can decide to move ahead with the project.

Depending on the scope of the project, a city may find that a pre-bidding meeting is necessary to give potential contractors a chance to ask questions about the project. The city can then formally open bids at the time and place specified in the notice to bidders. The city must record on the envelope containing the bid the time it was received and the name of the person who received it. Any bid received after the deadline cannot be considered and must be returned to the bidder unopened (*Code* Section 26.10).

After the bids have been opened, the city can award the contract, by resolution, to the lowest responsive, responsible bid or reject all bids and set a new date for receiving bids.

Many cities require contractors to provide proof of insurance to be considered for a project. Cities should also keep in mind that *Code* Section 573.2 requires them to get a performance or payment bond for any contracts that equal or exceed \$25,000.

# Responsible Bidder/Responsive Bid

The responsible bid requirement focuses on the bidder, which means the bid is submitted by a bidder who has the financial and technical ability to perform and complete the required work. The responsive bid requirement focuses on the bid and is a check to ensure the bidder agrees to all that is required in the plans, specifications and other requirements of the project.

The City of Nevada may award Federal Contracts to Non-Federal Entities.

\*\*\*Vertical and Horizontal Infrastructure Improvements should be brought before their respective committees prior to coming before the council for final approval. Any other item may be brought before the full council, then the council will send the item to committee if they feel it is needed.

# CONFLICT OF INTEREST IN PUBLIC CONTRACTS PROHIBITED

A city officer or employee shall not have an interest, direct or indirect, in any contract or job of work or material or the profits thereof or services to be furnished or performed for the officer's or employee's city. A contract entered into in violation of this section is void. The provisions of this section do not apply to:

- The payment of lawful compensation of a city officer or employee holding more than one city office or position, the holding of which is not incompatible with another public office or is not prohibited by law.
- 2. The designation of a bank or trust company as a depository, paying agent, or for investment of funds.
- 3. An employee of a bank or trust company, who serves as treasurer of a city.
- Contracts made by a city, upon competitive bid in writing, publicly invited and opened.
- 5. Contracts in which a city officer or employee has an interest solely by reason of employment, or a stock interest of the kind described in subsection 9, or both, if the contracts are made by competitive bid in writing, publicly invited and opened, or if the remuneration of employment will not be directly affected as a result of the contract and the duties of employment do not directly involve the procurement or preparation of any part of the contract. The competitive bid qualification of this subsection does not apply to a contract for professional services not customarily awarded by competitive bid.

6. The designation of an official newspaper.

 A contract in which a city officer or employee has an interest if the contract was made before the time the officer or employee was elected or appointed, but the contract may not be renewed.

8. Contracts with volunteer fire fighters or civil defense volunteers.

9. A contract with a corporation in which a city officer or employee has an interest by reason of stockholdings when less than give (5) per cent of the outstanding stock of the corporation is owned or controlled directly or indirectly by the officer or employee or the spouse or immediate family of such officer or employee.

10. Contracts not otherwise permitted by this section, for the purchase of goods or services by a city having a population of more than two thousand five hundred (2,500), which benefit a city officer or employee, if the purchases benefiting that officer or employee do not exceed a cumulative total purchase price of one thousand

five hundred dollars (\$1,500) in a fiscal year.

11. Contracts not otherwise permitted by this section for the purchase of goods or services by a city having a population of two thousand five hundred or less (2,500) or less, which benefit a city officer or employee, if the purchases benefiting that officer or employee do not exceed a cumulative total purchase price of two thousand five hundred dollars (\$2,500) in a fiscal year.

12. Franchise agreements between a city and a utility and contracts entered into by a

city for the provision of essential city utility services.

13. A contract that is a bond, note, or other obligation of the city and the contract is not acquired directly from the city, but is acquired in a transaction with a third party who may or may not be the original underwriter, purchaser, or oblige of the contract.

# APPENDIX C FEDERAL PROCUREMENT

# METHODS OF PROCUREMENT

Procurement under grants shall be made by one of the following methods, as described herein:

- (a) small purchase procedures; (b) sealed bids (formal advertising); (c) competitive proposals; (d) noncompetitive proposals.
- A. Micro-Purchase Procedures 200.32(a)
- 1. The acquisition of supplies or serves, the aggregate dollar amount of which does not exceed the micro-purchase threshold - \$10,000
- 2. To the extent practicable, must distribute micro-purchases equitably among qualified suppliers
- 3. May be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable
- B. Small Purchase Procedures 200.320(b)
- 1. Are those relatively simple and informal procurement methods for securing services, supplies, or other property that does not cost more than the simplified acquisition threshold -\$250,000 (200.88)
- 2. Price or rate quotations are to be obtained from an "adequate number" of qualified
- C. Sealed Bidding (formal advertising) 200.32(c)
  - 1. Lowest priced, responsive, responsible, bidder WINS
- 2. The preferred method for construction when sealed bidding is "feasible", which is when certain conditions are present
- 3. Bids must be solicited from an "adequate number of known suppliers", providing them sufficient response time before date for the opening of bids
  - 4. Bids will be opened at the time and place prescribed in the invitation for bids
  - 5. Must publicly advertise the invitation for bids per requirements
  - 6. Bids must be opened publicly
  - 7. Other procedural requirements at 200.320(c)(2)
- D. Competitive Proposals 200.320(d)
  - 1. Used when conditions are not appropriate for the use of sealed bids
- 2. The appropriate method when more than one source is expected to submit an offer and either a fixed-price or cost-reimbursement type contract is awarded
- 3. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered
- 4. Requests for proposals must be publicized and identify all evaluation factors and their relative importance
  - 5. Proposals must be solicited from an adequate number of qualified sources
- 6. Must have written method for conducting technical evaluations of the proposals received and for selection of the contract
- E. Noncompetitive Proposals 200.320(f)
- 1. Procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
  - a. One Source: the item is available only from a single source
- Exigency/Emergency: an exigency or emergency will not permit a delay resulting from competitive solicitation
- c. Awarding Agency Approval: The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity

d. Inadequate Competition: after the solicitation of a number of sources, competition is determined inadequate

# CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (200.321)

- A. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- B. Placing qualified small and minority businesses and women's business enterprises on solicitation lists:
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises:
- E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- F. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e).

# CONTRACT PRICING (200.323)

- A. The cost plus a percentage of cost and percentage of construction cost method of contacting shall not be used.
- B. The City shall perform some form of cost/price analysis for every procurement action, including contract modifications, amendments, or change orders. The City shall make an independent estimate prior to receiving a bid or proposal.
- C. The City shall negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed. In determining a fair and reasonable profit, the City must consider the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance and the industry profit rates in the surrounding geographical area.

#### PROCUREMENT RECORDS

The City shall maintain records sufficient to detail the significant history of a procurement, including the rationale for the method of procurement, selection of contract type, contractor selection or rejection and the basis for the contract price. (200.324)

(a) The City must make available, upon request of the Federal awarding agency or passthrough

entity, technical specifications on proposed procurements where the Federal awarding agency or

pass-through entity believes such review is needed to ensure that the item or service specified is

the one being proposed for acquisition.

- (b) The City must make available upon request, for the Federal awarding agency or pass-
- entity preprocurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
- (1) The City's procurement procedures or operation fails to comply with the procurement standards in this Part;
- (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be

awarded without competition or only one bid or offer is received in response to a solicitation;

- (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
- (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
- (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.
- (c) The City is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply

with the standards of this Part.

(1) The City may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for

its system to be certified. Generally, these reviews must occur where there is continuous high dollar

funding, and third-party contracts are awarded on a regular basis;

(2) The City may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the City that it is complying with these standards. The City must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

# **AWARDED CONTRACTS**

A. The City will not award a contract to a party listed as debarred, suspended, or otherwise excluded in the System for Award Management (SAM). www.sam.gov (200.213)

B. Contracts awarded shall contain the applicable contract provisions described in 2 CFR 200.326 and Appendix II to Part 200.

C. The City will maintain written standards of conduct covering conflicts of interest and must provide for disciplinary action to be applied for violations of such standards as defined in 2 CFR 200.318 (c) (1).

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# PURCHASING POLICY AND PROCEDURES MANUAL CITY OF NEVADA, IOWA AUGUST 2009

# INTRODUCTION

The Purchasing Policy and Procedures Manual was developed to explain the purchasing system used by the City of Nevada for non-public improvement projects, as defined by Iowa Code Section 384.95. The manual will outline the responsibilities and duties of the City Administrator, City Clerk's Office and the user departments. The manual will first explain the policies that guide the purchasing process. The policies seldom change and provide the governing principles and courses of action to follow. The detailed procedures and instructional statements will be presented after the policies. In general, the purchasing system used by the City is not centralized. This means that user departments independently purchase items needed for their operations. The City does not have a central purchasing department to buy items in bulk for storage until needed by the user departments.

The intent of the Nevada City Council and city staff is to buy materials, supplies and services of high quality at a reasonable cost. All purchasing actions engaged by the City should be fair, impartial, and free from impropriety or the appearance of impropriety. All qualified buyers and sellers shall have access to compete for City business, and no reasonable offer shall be arbitrarily excluded.

This manual is applicable to all operating departments, with the exception of the Library. The respective governing board for each of these departments independently prepares separate purchasing policies and procedures.

#### POLICIES

#### 1. ROLE OF THE CITY ADMINISTRATOR

By law (Iowa Code section 372.8e), the City Administrator as chief administrative officer shall:

"Supervise the performance of all contracts for work to be done for the City, make all purchases of material supplies, and see that such material and supplies are received, and are of the quality and character called for by the contract."

In the City of Nevada, departments work independently when making purchases. If the proposed purchase is greater than \$5,000, departments work with the City Administrator, City Engineer or contractor to determine the acceptability of materials, supplies, or services provided and will follow the procedures outlined in this policy. The City Administrator will direct the City Clerk's Office to review all invoices for materials, supplies or services prior to payment. Any purchases that qualify as a public improvement, as defined by Iowa Code Section 384.95 are subject to separate regulations; the guidance set forth in this policy should not be applicable to such projects.

#### 2. IOWA PREFERENCE GIVEN

By virtue of statutory authority, preference will be given to products and provisions grown and produced within the State of Iowa. The department supervisors shall make every effort to support Iowa products when making a purchase. Tied responses to solicitations, regardless of the type of solicitation, shall be decided in favor of the Iowa products.

# Iowa Code, Chapter 73.1, Preference Authorized:

"Every...city, and every person acting as contracting or purchasing agent for any such...governing body shall use only those products and provision grown and coal produced within the state of Iowa, when they are found in marketable quantities in the state and are of a quality reasonably suited to the purpose intended, and can be secured without additional cost over foreign products or products of other states..."

For purchases over \$5,000, if a Nevada-based company's bid is within 5% of the low-bid and all other specifications of the request for proposal are met by both companies, the city council may award the contract to the Nevada-based company.

# 3. COOPERATIVE PURCHASING

The City Administrator may initiate or participate with other governmental bodies, including the State of Iowa, in cooperative purchasing. This may take place either through the use of the Iowa Code Chapter 28E for intergovernmental agreements or utilization of a contract clause. This would allow a legal purchase at the cost designated in another entity's contract, in the best interest of the City, notwithstanding any provisions of this manual to the contrary. Utilization of existing state or federal government contracts would satisfy bidding and quotation procedures under this policy.

All legally binding contracts that are entered into on behalf of the City, in which the contract requires the City to commit to a purchase, must be approved by City Council prior to entering the contract. Once the contract is approved, expenses under the contract provisions do not require purchase orders.

# 4. COMPETITIVE BIDDING REQUIREMENTS

All purchases of, and contracts for, supplies and contractual services, for an estimated cost of \$5,000 or more, except as specifically provided herein, shall be based on competitive bids. Utilization of a State or Federal bid contract satisfies the competitive bidding requirements.

All requests for proposals for materials, products, supplies, provisions, and other needed articles and services to be purchased at public expense shall not knowingly be written in such a way as to exclude any company capable of filling the needs of the purchasing entity from submitting a responsive proposal. Whether or not stated in the Request for Proposal,

the City may consider life cycle costing analysis, and may give weight to the value of standard facilities and equipment, in selecting a vendor.

Exceptions to the competitive sealed bidding requirements include: professional services and professional service contracts, items costing under \$5,000, and emergency purchases. Also, where ordinary or reoccurring expenses get quotes once per year.

All purchases for light, medium and heavy equipment and vehicles which are budgeted for or not budgeted for shall go through the competitive bidding requirements of this policy and shall be recommended by the City Administrator and approved by the City Council.

A vote by the City Council exempting specific opportunities or conditions may be requested by the City Administrator. Approval of an exemption of this requirement shall be a simple majority vote by the Council.

#### 5. SALES TAX EXEMPTIONS

Under Iowa Law, (Code of Iowa section 422.45.7), the City of Nevada is exempt from tax in the case of sales of articles purchased for the City's exclusive use. This is for projects bid that are not sales tax exempt. The City will require the proper documentation from the vendors so that the City may apply for sales tax reimbursement or refund.

#### 6. EMERGENCY EXEMPTIONS

This policy may be circumvented if a situation arises that meets any of the following emergency procurement conditions:

- 1. the situation threatens public health, welfare or safety; or
- 2. there is a need to protect the health, welfare or safety of persons occupying or visiting a public improvement or property located adjacent to the public improvement; or
- 3. the department must act to preserve critical services or programs; or
- 4. the need is a result of events or circumstances not reasonably foreseeable.

In the event that any of these situations occur, purchases of emergency need items can be made without approvals required by this policy. At the conclusion of the situation, formal documentation will be required by staff participating in the event to outline the occurrence, and justify the expenditures made under the emergency exemption. These exemptions will be submitted to the City Administrator and if costs exceed \$5,000, to City Council for approval.

# APPENDIX A PURCHASING PROCEDURES FOR DEPARTMENTAL BUDGET ITEMS

1. For all purchases verify that the item is a budgeted item for your Department.

# 2. Petty Cash Purchases

Petty cash is used for vendors that the City does not already have an account set up for. Receipts with the employee's signature must be submitted to the City Clerk's Office promptly for payment.

3. Determine the process necessary for all your budgeted item purchases:

\$999 & Under

Retain receipt & turn in for Department approval for all purchases

\$1,000 - \$2,499

3 verbal quotes before purchase

\$2,500 - \$4,999

3 written quotes before purchase

\$5,000 - and above

Sealed bids, requires City Council approval before purchase is made.

- 4. Responsibility for purchases within each department rests with the Department Supervisor.
  - a. If the Department Supervisor chooses to designate approval authority for purchasing, the employee must sign the receipt and return it to the Department Supervisor for signature and correct account coding before it is provided to the City Clerk's Office.
  - b. Departments are responsible for submitting their invoices to the City Clerk's Office in a timely fashion as to avoid late fees or penalties from vendors.
- 5. Departments are not to separate purchases for the purpose of circumventing financial guidelines.
- 6. All items submitted for payment, regardless of cost, should be coded to an appropriate general ledger account. If the cost of a purchased item is to be split between departments, both or all of the Department Supervisors need to approve and initial the invoice and provide the appropriate account coding.
- 7. All purchases over \$500.00 are reviewed and signed by the City Administrator.
- 8. The City Clerk's Office is responsible for insuring that departments adhere to this policy.
- 9. Repeated failure to follow the above guidelines by any individual will be reported to the City Administrator and will be subject to disciplinary action if violations persist.
- 10. This policy may be amended, revised or modified as deemed necessary by the City Clerk or City Administrator, with the approval of the city council.

#### PROCEDURES FOR OBTAINING BIDS

#### \$1,000 - \$2,499

The employee requesting a purchase in this range must compile three verbal quotes. Telephone quotations are acceptable for these purchases. After writing down all three quotes, reviewing the prices and determining the low bidder who has met the requirements, the employee may attach the quotes to the bill for payment. Attach the list to the requisition and forward them to the City Clerk's Office.

When obtaining telephone quotations, you are subject to certain legal constraints:

- a. Do not reveal one vendor's price to another until the purchase order has been approved.
- b. Do not ask a vendor to revise the price once it is given. (However, should a vendor call back before you have completed the telephone quotation process requesting to revise the price, you may accept the new price.)

Re-typing is not to be done as the original list is the City bid document and must be filed in the City Clerk's Office, and signed by the calling party in the requesting department.

A "No Bid" is not considered a bid when obtaining telephone quotations. Three prices are to be obtained and submitted in writing to the City Clerk's Office. If after contacting 6 or more vendors, a purchaser is unable to obtain the 3 required quotes, the purchaser may document the vendors contacted and proceed with the process noted above. The City Administrator and City Clerk always reserve the right to review each telephone quotation, obtain additional bids if deemed necessary, and verify prices with the named vendors.

The telephone quotation only identifies the lowest bidder meeting specifications. Authority to place an order is given once the appropriate signatures have been secured.

NOTE: In some instances, verbal quotes may not be available from the vendors. In lieu of obtaining verbal quotes, written quotes may be obtained for items in this category. See the next section for discussion of acceptable written quote mediums.

#### \$2,500 - \$4,999

Items \$2,500 to \$4,999 may be awarded by means of informal competitive bidding. All informal competitive bidding purchases in excess of \$2,500 shall be based on at least three competitive written quotes, and shall be awarded to the lowest responsible bidder in accordance with the standards set forth in this policy.

All informal competitive bids shall be obtained by the Department Supervisor or designee by any of the written mediums discussed below and the Department shall maintain documents prescribed by the City Administrator on all such transactions, and such records shall be open to the public for inspection. The written quotation only identifies the lowest bidder meeting specifications, subject to the Nevada-based company provisions outlined in Section 2 of this policy. Authority to place an order is given once the appropriate signatures have been secured.

If after contacting 6 or more vendors, a purchaser is unable to obtain the 3 required quotes, the purchaser may document the vendors contacted and proceed with the process noted above. The City Administrator and City Clerk always reserve the right to review each quotation, obtain additional bids if deemed necessary, and verify prices with the named vendors.

Written quotes can be accepted in a variety of different mediums, but must clearly identify the vendor information associated with the pricing (IE: federal tax id#, email, fax, internet pricing lists, traditional catalog price lists, brochures, flyers). Pricing should include all applicable charges and shipping/handling fees.

# \$5,000 and above

Approval for purchases expected to exceed \$5,000 will follow a competitive bidding process as outlined in Section 4 of this policy. The item to be purchased must be approved by the Department Supervisor and the City Administrator. Once bidding has been completed, the results will be submitted to City Council for final approval before the purchase is completed.

Whenever practical, purchases expected to exceed \$5,000 must have a minimum of three prospective bidders and shall be bid on by formal written bid form. After due notice is given, the lowest responsible bidder will be chosen, subject to the Nevada-based company provisions outlined in Section 2 of this policy.

Item # 8 B Date: 10/26/20

Resolution No. 042 (2020/2021) Approve Segregation of Duties Policy Page 1 of 1

# RESOLUTION NO. 042 (2020/2021)

# A RESOLUTION APPROVING A SEGREGATION OF DUTIES POLICY FOR THE CITY OF NEVADA

WHEREAS, the Segregation of Duties Policy for the City of Nevada has been recommended to the council for approval; and

WHEREAS, the Nevada City Council has reviewed the policy and is in agreement with the Policy.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Nevada, Iowa, hereby approves the Segregation of Duties Policy for Accounting oversight for the City of Nevada (Exhibit A).

PASSED AND APPROVED this 26<sup>th</sup> day of October, 2020.

W:\Office\Council\Resolutions\2020-2021\042-Segregation of Duties Policy.doc

ATTEST:		Brett Barker	, Mayor		
Kerin Wrig	ght, City Clerk				
	/ Council Member _, seconded 1) be adopted.	by Council	Member _, that	Resolution No	. 042
Ayes: Nays: Absent:	= = =				
The Mayo	r declared Resolution No. 042 (202	20/2021) add	pted.		
042 (2020	ertify that the foregoing is a true /2021) at the regular Council Med ober, 2020.				
Kerin Wrig	ht, City Clerk				

# CITY OF NEVADA SEGREGATION OF DUTIES ACCOUNTING OVERVIEW

The accounting records of the City of Nevada, Iowa are maintained on the cash basis of accounting. Revenues are recorded when received and expenses are recorded when checks are issued. The records accordingly reflect all significant receivables, payables, and other liabilities.

#### GENERAL

The City Clerk formulates financial policies, administers the financial policies to the Nevada City Council and Mayor, and reviews operations and activities.

All receivables, bank statements are reviewed by City Clerk and Deputy Clerk.

All receivables and reconciled reports are reviewed monthly by the City of Nevada Council and Mayor.

All payables are reviewed and approved at monthly meetings by the City of Nevada Council.

Access to SimpleCity accounting software is limited to the Administration Staff with periodic review by the City of Nevada Council and Mayor.

An employee theft coverage in the amount of \$5,000 shall be maintained.

The SimpleCity accounting software provides a current and accurate log of the chart of accounts and accounting classes.

#### CASH RECEIPTS (includes checks)

Objective: To ensure cash receipts are properly safeguarded, deposited in the bank timely, and recorded accurately and timely in the accounting records. To prevent loss or theft of the City of Nevada's assets, to minimize the opportunity for loss of assets, and to detect if a loss has occurred.

The City Clerk opens any mail addressed to the City of Nevada. The receipt of checks or cash will be recorded in a journal system in SimpleCity accounting software general ledger or utility billing modules by the Staff Accountant.

Drop Box payments will be entered by the Staff Accountant who will endorse all checks by rubber stamp to read as follows: PAY TO THE ORDER OF GREATWESTERN BANK, >091408734<, FOR DEPOSIT ONLY, CITY OF NEVADA. The Office Assistant will take payments at the office window and enter into the software and run the checks through the receipt printer.

The City Clerk will complete deposit slips in duplicate and taken to the bank for deposit. Receipts will be posted against a revenue account in General Ledger or Utility Billing

module in SimpleCity accounting program.

Documentation for all receipts (a copy of check voucher, invoice, letter, etc.) is available for review by the City of Nevada Council and Mayor.

Cash and checks shall be locked in a secure location until taken to the bank. Deposits will be made on a timely basis.

Invoices are posted monthly, quarterly or at the time work is completed depending on contract terms.

# CASH DISBURSEMENTS (Include checks, ACH)

Objective: To ensure cash disbursements are properly authorized and recorded accurately and timely in the accounting records. To prevent loss or theft of the City of Nevada' assets, to minimize the opportunity for loss of assets, and to detect if a loss has occurred.

# **CHECK AUTHORIZATION**

All invoices will be reviewed for mathematical accuracy, validity, conformity to and compliance with bid requirements, as applicable.

Prior to payment, all invoices will be approved by the City of Nevada Council.

Department Heads will code the invoice with an appropriate general ledger account expense.

By approving an invoice, the City of Nevada Council and Mayor indicates that it has been reviewed and authorizes a check. The City Clerk will ensure that all conditions and specifications on a contract or order have been satisfactorily fulfilled, as applicable. The City Clerk is responsible for timely follow-up on discrepancies and payment.

Approved invoices will be entered into the City of Nevada's accounting system.

#### CHECKS

All blank checks will be locked in a secure location.

All checks will be signed by authorized signers that require 2 signatures per check.

The Staff Accountant will generate checks for approved invoices through the Accounts Payable module in the SimpleCity accounting software. The Deputy Clerk will review the entries before checks are printed.

Voided checks will have "VOID" written boldly in ink on the face of the check. Voided checks will be kept on file.

In no event will: a. invoices be paid unless approved by the City of Nevada Council or Mayor or preapproved by resolution to pay bills if would obtain a penalty if not paid by due date; b. blank checks (checks without a date or payee designated) be signed in advance; c. in the event that it is necessary to issue a duplicate check, a stop payment will be ordered at the bank on the original check.

#### BANK RECONCILIATIONS

Bank statements will be received directly and opened by the City Clerk.

The Deputy Clerk will reconcile the bank statement monthly and send to City Clerk for review and sign off on report.

The City of Nevada Council and Mayor will receive monthly statements of checks paid on all accounts.

The City Clerk shall and City of Nevada Council and Mayor may verify the reconciliation of the bank accounts on a monthly basis.

#### PAYROLL

Objective: To ensure employees are paid appropriate, approved amounts for actual work performed and salaries and related taxes or benefits are properly calculated, recorded, and remitted on a timely basis.

#### TIME SHEETS

All City of Nevada employees (Except council and mayor) will be responsible for completing a time sheet on a semi- monthly or monthly basis.

Completed time sheets will be dated and signed by the employee and will be submitted to the Department Head for approval at the end of the each pay period as outlined.

No payroll checks will be issued without a completed time sheet. Incomplete time sheets and cards will be returned to the employee for correction.

The Deputy Clerk will verify the accuracy of the time sheets and addition.

Employees deductions will be itemized on each pay voucher.

#### PAYROLL

The Deputy Clerk will enter payroll and print payroll vouchers from the SimpleCity payroll module in the software program.

All terminations, whether voluntary or involuntary, will be paid on the next regularly scheduled paydate.

#### **PAYROLL TAXES**

The Deputy Clerk will prepare the payroll tax reports and file with the state agencies. The City Clerk shall file federal reports.

The Deputy Clerk will prepare W-2 forms, 1099 forms and other misc. tax forms required.

# **INSURANCE**

Reasonable, adequate coverage will be maintained to safeguard the assets of the corporation. Such coverage will include property and liability, auto, worker's compensation,

employee dishonesty, public officials, and other insurance deemed necessary.

The City Clerk will carefully review insurance policies before the annual renewal.

The City Clerk will maintain insurance policies in insurance files.

# **GRANTS AND CONTRACTS**

Objective: To ensure grant funds and restricted contributions are properly recorded, collected and monitored on a timely basis. To ensure that program and grant funds are used for the purpose intended and any reporting requirements for grants are met on a timely basis.

The City Clerk, City Administrator, City of Nevada Council and Mayor will carefully review each award and contract to ensure compliance with all financial and programmatic provisions. The City Clerk will maintain originals of all grants and contracts in a file.

The City Clerk will establish a revenue account and/or program number for the revenue deposited in the chart of accounts.

The City Clerk will maintain an activity file for each grant and contract awarded. This file shall include the name, address, contact person, and phone number for the funding organization; the time period applicable to expenditures; all significant covenants (such as bonding or liability insurance requirements) and restrictions on expenditures; and all requires financial and program report due dates.

The City Clerk will prepare financial reports to funding sources as required.

It will be the responsibility of the City Clerk, City Administrator and City of Nevada Council and Mayor to ensure that all financial/programmatic reports are correct and submitted on a timely basis.

#### BUDGETS

The City Clerk, City Administrator, City of Nevada Council and Mayor will prepare the financial budget.

The City Clerk will ensure that budgets are on file.

The City of Nevada Council and Mayor must approve both the initial budget and any proposed changes to the budget. Proposed changes will be presented prior to the close of the fiscal year affected.

#### RECORDS RETENTION

#### GRANT/PROGRAM RECORDS

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal and/or State award will be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal and/or State awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively as reported to the Federal and/or State awarding agency.

# BUSINESS/PERSONNEL RECORDS

The City of Nevada follows the Iowa League of Cities Record Retention Manual for Iowa Cities that will apply to the following agency records:

Employee files (following termination date) Payroll records and employment taxes, Accounts payable, Accounts receivable, Expense & inventory records, Loan payment schedules, Bank statements, cancelled checks, and electronic payment records.

# MINUTES OF MEETINGS

The City Clerk will prepare accurate minutes of the City of Nevada's council meetings.

The City Clerk will note all items in the minutes relating to finance and take appropriate action.

# NON-PROGRAM INCOME

Donations of cash and non-program related income will be separately accounted for.

#### PERSONNEL FILES

The City Clerk will maintain a personnel file for each employee, containing appropriate documents, such as the signed compensation agreement, approval of changes in compensation, and withholding forms for taxes, benefits, and deferred compensation. I-9 forms will be kept in a separate file.

Passed	and	approved	by	the ci	y council	of the	City	of	Nevada,	Iowa on	i
2020			15		<b>.</b>				- 0	E 8 868	1

Item# 8C Date: 10/26/20



# PROFESSIONAL SERVICES AGREEMENT

For

Nevada Wastewater Treatment Facility (WWTF) Improvements – Phase 1 Construction Phase Services

> Jordan Cook, City Administrator City of Nevada, IA 1209 6th Street Nevada, IA 50201 (515) 382-5466

Michael Roth, P.E., Senior Project Manager HR Green, Inc. 5525 Merle Hay Road, Suite 200 Johnston, IA 50131 HR Green Project: 160473.01

October 21, 2020

Version 2.1

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THIS **AGREEMENT** is between <u>CITY OF NEVADA, IA</u> (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

# 1.0 Project Understanding

# 1.1 General Understanding

The project will cover the first phase (Phase 1) of construction of site improvements for the CLIENT's proposed wastewater treatment facility. The proposed WWTF site improvements include: clearing and grubbing; access road construction; stormwater culvert installation and related stormwater improvements; site grading; installation of 30-inch diameter influent sewer piping and manholes; installation of 30-inch diameter effluent sewer piping and manhole; and installation and maintenance of erosion control measures.

This Professional Services Agreement is a continuation from the Design and Bidding phase services for the Nevada WWTF Improvements project and include Construction Administration, Construction Observation, and Construction Testing services for Phase 1 construction activities.

# 2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

The effort for the following tasks assumes the construction phase will last up to 31 weeks.

# 2.1 Phase 1000 Construction Administration

# 2.1.1 Task 1010 Project Management

- Provide on-going project management throughout the construction phase of the project. Advise CLIENT if additional data or services are necessary, and assist CLIENT in obtaining such data and services. Provide for communication including postage, printing, and telephone service.
- Issue Notice to Proceed.
- Review of Contractor certification of insurance for conformance with the Project Documents.
- Compile and deliver four (4) sets of Conformed Contract Documents.
- Monitor project budget and schedule through weekly reviews of project status.
- Prepare monthly invoices for engineering services based on time and expense charges for duration of the project which is expected to last eight (8) months.
- Prepare a monthly Engineering Report summarizing current project status/schedule, outstanding issues, percent complete, and other engineering related issues. Provide to the CLIENT ahead of first regular Council meeting of the month. Senior Project Manager will participate via conference call/virtual meeting at first Council meeting of the month to respond to questions from the Council on the project. Up to eight (8) reports/council meetings are planned.

#### 2.1.2 Task 1020 - Project Meetings

Conduct a preconstruction meeting on the site with the CLIENT, Contractor(s),
 Subcontractors, COMPANY's Project Manager and Resident Project Representative,

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- and other public utility companies. Provide meeting minutes to all project stakeholders.
- The Contractor(s) will be responsible for organizing and leading monthly on-site progress meetings. The COMPANY will participate in the monthly on-site progress meetings and site visits. Up to five (5) progress meetings are expected.
- The Contractor(s) will be responsible for preparing progress meeting agenda, attending progress meetings, and prepare meeting minutes as well as distributing meeting minutes to project stakeholders.
- COMPANY will review Contractor's construction schedule and verify that it is up-todate.
- Conduct one (1) concrete pre-pour meeting on the site with the CLIENT, Contractor(s), Subcontractors, COMPANY's Project Manager and Resident Project Representative, and Structural Engineer as per the contract documents. Provide meeting minutes to all project stakeholders.
- Attend up to one (1) City Council Meeting to provide recommendation of project acceptance.

#### 2.1.3 Task 1030 - Shop Drawings

- Receive and log all submittals and track outstanding submittals. Share the log with the CLIENT and Contractor(s) at progress meetings.
- Review shop drawings, samples, and manufacturer's data submitted by the Contractor(s) as required by the project specifications.
- Evaluate and determine the acceptability of substitutions proposed by the Contractor(s).
- Any substitutions will be reviewed by the COMPANY and shall first be approved by the COMPANY and then approved by the CLIENT.

#### 2.1.4 Task 1040 - Contractor Correspondence

- Issue responses to the Contractor's information request to interpret and clarify the contract documents.
- Provide general correspondence with CLIENT, Contractors, subcontractors, and suppliers throughout the project duration.
- Act as CLIENT's representative, consult with and advise CLIENT, and have the authority to act on behalf of the CLIENT.
- Interpret the intent of the plans, specifications, and contract documents to protect the CLIENT against defects and deficiencies in construction on the part of the Contractors; however, COMPANY cannot guarantee the performance of a Contractor.

# 2.1.5 Task 1050 - Pay Requests

 Review the Contractor's monthly applications for progress and final payment and, when reviewed, submit recommendation to the CLIENT for payment. Up to seven (7) pay request applications are expected.

# 2.1.6 Task 1060 - Change Orders

 Prepare contract change orders including justifications and recommendations. Up to three (3) change orders are anticipated for the entire project duration.

# 2.1.7 Task 1070 - Final Site Visit/Punch List

- Make a pre-final inspection of the project and develop a tabulation of items to be completed (punch list) by the contractor.
- Make a final inspection of the project to verify completion of punch list items.

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- Prepare a statement of substantial completion and final completion.
- Submit documents for final acceptance from the CLIENT.
- 2.1.8 Task 1080 Record Drawings
  - Compile Contractor's as-built markups to prepare record drawings. These record drawings will be based on information supplied by the Contractor(s) and resident project representative.
  - Distribute two (2) hard copies of record drawings in 11x17 size format and one electronic copy (disc) in PDF of record drawings to CLIENT.
- 2.1.9 Task 1090 Permitting Closeout Assistance
  - Prepare and submit project completion letters for Iowa DNR General Construction Permit.
- 2.1.10 Task 1100 SRF Davis-Bacon Wage Review.
  - Collect and maintain contractor and subcontractor payroll records in accordance with the required provisions of the SRF program.
  - Perform spot check of payroll records against wage rates as included in the Contract Documents.
  - Provide CLIENT payroll records at the completion of the project.
- 2.1.11 Task 1110 Warranty Assistance
  - Provide staff to review defective work or material discovered during the project's warranty period.
  - Observe defective work and report to the contractor.
  - The contractor will be responsible for coordinating the completion of the warranty work with their suppliers, manufacturers, sub-contractors, or agents. COMPANY will report the warranty work completion schedule to the CLIENT.
  - Observe, review, and/or reject warranty workmanship and materials.
  - Notify the CLIENT of completed warranty work.

#### 2.2 Phase 2000 Construction Observation

- 2.2.1 Task 2010 Resident Observation
  - Provide Resident Project Representative (RPR) for part-time on-site construction observation. Up to 693 hours of RPR effort is based on up to four (4) hours per day, five (5) days per week on-site time, plus travel to/from the COMPANY's Johnston office. Tasks include:
    - Observe, review, and/or reject construction workmanship and materials.
    - Prepare daily reports of construction activities and quantities.
    - Review Contractor supplied quantities for monthly pay request (excluding earthwork quantities which are paid based on plan quantities).
    - Document the details of the constructed project.
    - Act as CLIENT's representative, consult with and advise CLIENT, and have the authority to act on behalf of the CLIENT.
    - Resident observation services do not include responsibility for construction means, controls, techniques, sequences, materials testing, procedures and safety.



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# 2.3 Phase 3000 Construction Testing Services

# 2.3.1 Task 3010 - Soil Testing Services

- Provide soil testing services and geotechnical engineering consultation via a subconsultant throughout the duration of construction activities to verify soil compaction requirements per the project documents. The Project Documents are based on soil testing to be provided by the CLIENT. Testing services shall be invoiced through the COMPANY without markup to the CLIENT. Soil testing services include:
  - Sample collection and laboratory proctor testing up to 12 samples
  - On-site Compaction testing for earthwork fill/placement up to 165 field density tests
  - On-site Compaction testing for trench backfill up to 55 field density tests

# 2.3.2 Task 3020 - Concrete Testing Services

- Provide concrete testing services and geotechnical engineering consultation via a subconsultant throughout the duration of construction activities to verify cast-in-place concrete requirements per the project documents. The Project Documents are based on concrete testing to be provided by the CLIENT. Testing services shall be invoiced through the COMPANY without markup to the CLIENT. Concrete testing services include:
  - Sample collection and concrete testing (on-site & laboratory) up to 6 sets (air content, slump, & compressive strength)

# 3.0 Deliverables and Schedules Included in this Agreement

Notice to Proceed given to Contractor
Preconstruction Meeting (tentative)
Substantial Completion
Final Completion

November 2, 2020
Week of November 2, 2020
April 30, 2021
May 14, 2021

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

# 4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this agreement:

- Preliminary Design, Final Design, Easement Acquisition, and Bidding services.
- · Additional or extended services during construction made necessary by:
  - o Work damaged by fire or other cause during construction.
  - Significant amount of defective or neglected work by any Contractor.
  - Acceleration of the progress schedule involving service beyond normal working hours
  - Default by any Contractor.
  - Failure of the Contractor to complete the work within the contract time.
- Evaluation of unusually complex or unreasonably numerous claims submitted by Contractor or others in connection with the work.

Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired.

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# 5.0 Client Responsibilities

- Meet with COMPANY regularly to review project status.
- Review and comment on construction schedule.
- Identify any preferences for materials.
- Work closely with COMPANY to provide direction relative to system requirements.
- Assist COMPANY with information for permit applications. Provide fees for all permits submitted not to be paid for by Contractor.
- Participate in site visits and progress meetings as necessary.
- Review and process pay claim requests.
- Identify potential activities likely to interfere with ongoing operations and suggest construction sequencing.
- Provide pertinent available drawings, reports, data, maps, benchmarks, and utility information for the project area as needed.
- Prompt review of drawings, specifications, sketches, technical memos, and information submitted by the COMPANY.
- Provide legal review of information as needed by the project.
- Designate a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, and interpret and define CLIENT's policies and decisions with respect to COMPANY's services for the Project.

# 6.0 Professional Services Fee

#### 6.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the Agreement is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (i) living and traveling expenses of employees when away from the home office on business connected with the project; (ii) identifiable communication expenses; (iii) identifiable reproduction costs applicable to the work; and (iv) outside services will be charged in accordance with the rates current at the time the service is done.

#### 6.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

#### 6.3 Extra Services

Any service required but not included as part of this Agreement shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

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# 6.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

# 6.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of \$199,000.00.



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### 7.0 Terms and Conditions

The following Terms and Conditions are incorporated into this Agreement and made a part of it.

#### 7.1 Standard of Care

Services provided by COMPANY under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

#### 7.2 Entire Agreement

This Agreement and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this Agreement, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

#### 7.3 Time Limit and Commencement of Services

This Agreement must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed Agreement.

#### 7.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this Agreement, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

#### 7.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

#### 7.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this Agreement.

#### 7.7 Termination or Abandonment

Either party has the option to terminate this Agreement. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this Agreement may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services



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performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

#### 7.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

#### 7.9 Severability

If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

#### 7.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

#### 7.11 Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

# 7.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

#### 7.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

#### 7.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

#### 7.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

#### 7.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by

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COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

#### 7.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other Instruments of Service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other Instruments of Service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

#### 7.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

#### 7.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30 day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate Agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

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#### 7.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this Agreement unless indicated in the Scope of Services.

#### 7.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease, epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

#### 7.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the General Contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the General Contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

#### 7.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional engineering services. The compensation to be paid COMPANY for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or

Version2.1 02212019



Professional Services Agreement Nevada WWTF Imprv – Phase 1 CPS 160473.01 October 21, 2020 Page 11 of 12

into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this Agreement shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

#### 7.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

#### 7.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

#### 7.26 Construction Observation

COMPANY shall visit the project at appropriate intervals (as described in the scope of services) during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The CLIENT has not retained COMPANY to make detailed inspections or to provide exhaustive or continuous project review and observation services. COMPANY does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

If the CLIENT desires more extensive project observation or full-time project representation, the CLIENT shall request in writing such services be provided by COMPANY as Additional Services in accordance with the terms of the Agreement.

#### 7.27 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this Agreement, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

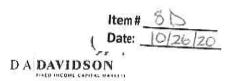
Version2.1 02212019



Professional Services Agreement Nevada WWTF Imprv – Phase 1 CPS 160473.01 October 21, 2020 Page 12 of 12

This Agreement is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the Agreement. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this Agreement and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the Agreement shall be the last date entered below.

officerery,	
HR GREEN, INC.	
Mulinel Total	
Michael Roth, P.E.	10
Approved by: Game	el Kasinnan
Printed/Typed Name: /James R.	Rasmussen, P.E.
Title: Vice President	Date: 10/22/2020
CITY OF NEVADA, IA	
Accepted by:	
Printed/Typed Name:	
Title:	Date:



#### Memorandum

To: Honorable Mayor Brett Barker and the City Council

CC: Kerin Wright, City Clerk, City of Nevada

Jordan Cook, City Administrator, City of Nevada

From: Michael Maloney, Senior Vice President - D.A. Davidson & Co.

Telephone: 515.471.2723 Email: mmaloney@dadco.com

Date: Monday, October 26, 2020

Re: Financing for Wastewater Treatment Plant Project

This correspondence addresses the City's planned issuance of financing notes through the Iowa Finance Authority to cover costs related to the wastewater treatment plant project. As you are aware, the first phase of the work has been bid and it is time to start the public hearing process for the eventual financing plan.

After discussion and review with Kerin and the City's bond counsel at Dorsey & Whitney, the plan is to proceed with two credit facilities through the Iowa Finance Authority (IFA) as outlined below:

- 1) City will issue a 0% interest Planning & Design loan in an amount to cover initial feasibility, facility plan, engineering fees and related 'soft' costs planned and billed to date. This financing will allow the City to keep cash available through the construction process. The City would then reserve the right to apply cash to 'buy down' the overall project costs (and related long-term financing) until a later date once project cost and scope is finalized. Tonight's proceedings provided by Dorsey & Whitney include a not-to-exceed on this Planning & Design loan of \$3.400 million. These costs can be rolled into the long-term financing for phases two and three when issued.
- 2) This winter the City will issue the first of the three Clean Water State Revolving Fund (CW-SRF) loans for the Phase I improvements that were recently bid. This would be to cover the low bid for construction plus related engineering. Tonight's proceedings provided by Dorsey & Whitney include a not-to-exceed on this first portion of long-term funding of \$1.500 million.

The upcoming administrative steps would be as follows:

10/26 Council meeting - set public hearings - one for the P&D loan, one for the first long-term CW-SRF loan.

11/9 Council meeting – hold public hearings AND (potentially) authorize loan agreement for the P&D loan (target December pending IFA turnaround time).

By 11/18 (no meeting necessary) – City completes the SRF loan application and pro forma (using the rate analysis spreadsheets that were basis for earlier sewer rate adjustments this year) and submit to IFA. That is the deadline for the December IFA Board meeting to approve the SRF loan list (the City's project is already on the Intended Use Plan).

12/14 OR 1/11 Council meeting – authorize loan agreement for the Clean Water SRF loan (for 1st phase financing). That would allow for funds/first draw available a few weeks later.

Kerin has completed work on the Planning & Design loan application to submit to IFA. Dorsey & Whitney will continue to provide the necessary documents for the action required at the upcoming City Council meetings as noted above.

At this time, we recommend the City Council proceed with setting the public hearings as presented in the proceedings from Dorsey. We appreciate how important this valuable infrastructure project is to the City, and will continue to support staff to the extent necessary to ensure a smooth financing process through the SRF program.

davidsoncompanies.com/ficm

# RESOLUTION NO. 043 (2020/2021)

Resolution to fix a date for a public hearing on a proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed \$1,500,000

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, the City now proposes to enter into a Sewer Revenue Loan and Disbursement Agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed \$1,500,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Utility (the "Project"), and it is necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Agreement and to give notice thereof as required by such law;

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

- Section 1. This City Council shall meet on November 9, 2020, at the Nevada City Council Chambers, in the City, at 6:00 o'clock p.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Agreement.
- Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once, not less than four (4) and not more than twenty (20) days before the meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

# NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO ENTER INTO A LOAN AND DISBURSEMENT AGREEMENT IN A PRINCIPAL AMOUNT NOT TO EXCEED \$1,500,000

# (SEWER REVENUE)

The City Council of the City of Nevada, Iowa, will meet on November 9, 2020, at 6:00 o'clock p.m. at the Nevada City Council Chambers, in the City, for the purpose of instituting proceedings and taking action to enter into a loan and disbursement agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed \$1,500,000, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the City's Municipal Sanitary Sewer System.

The Agreement will not constitute a general obligation of the City, nor will it be payable in any manner by taxation but, together with any additional obligations of the City as may be hereafter issued and outstanding from time to time ranking on a parity therewith, will be payable solely and only from the Net Revenues of the Municipal Sanitary Sewer System of the City.

Due to federal and state government recommendations in response to COVID-19 pandemic conditions, the meeting can alternatively be accessed via Zoom, which will be accessible at the following:

https://us02web.zoom.us/j/87961733099?pwd=UERoTDIIUXZHczZIQi9ML0ZOeEIOdz09 OR by phone: (312) 626-6799, (646) 558-8656, (301) 715-8592

In addition to electronic access, written comments may be filed or made prior to the meeting and will be recorded in the minutes.

At the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Agreement. After receiving objections, the City may determine to enter into the Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Nevada, Iowa.

Kerin Wright City Clerk Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the Project which is reasonably estimated to cost approximately \$1,500,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the "Bonds"), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Project have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

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

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

Passed and approved this October 26, 2020.

	Brett Barker, Mayor
Attest:	
Kerin Wright, City Clerk	
****	
On motion and vote, the meeting adjourned.	
	Brett Barker, Mayor
Attest:	
Kerin Wright, City Clerk	



October 21, 2020

# VIA EMAIL

Kerin Wright City Clerk/City Hall Nevada, IA

Re:

\$1,500,000 SRF Sewer Revenue Loan and Disbursement Agreement

File No. 420131-100

#### Dear Kerin:

We have prepared and attach proceedings for the October 26, 2020 City Council meeting to enable the Council to set November 9, 2020 as the date for a hearing on the proposal to enter into the SRF Sewer Revenue Loan and Disbursement Agreement (the "Agreement").

The documents attached include the following items:

- 1. Resolution fixing the date of meeting at which it is proposed to take action to enter into the Agreement. The form of notice is set out in Section 2 of the resolution. Please print an extra copy for delivery to the newspaper. Please insert the time and place of the hearing in both the resolution and the notice.
  - Attestation Certificate with respect to the validity of the transcript.
  - Organization and Establishment Certificate.
- Outstanding Debt Certificate with respect to the outstanding debt of the Sewer Utility.
- 5. Publication Certificate with respect to publication of the notice, to which must be attached the publisher's affidavit of publication with a clipping of the notice as published.

The notice must be published at least once, not less than four (4) and not more than twenty (20) days before the meeting date set for the hearing, in a legal newspaper which has a general circulation in Nevada. The last date on which this notice can be effectively published is November 5, 2020.

As soon as the notice appears in the newspaper, please have a copy emailed to lemke.susan@dorsey.com or faxed to our office at (515) 283-1060.

Page 2 ( )) DORSEY

Please return one fully executed copy of all completed pages to us as soon as they are available.

Please call John Danos, Jessica Vaught or me if you have questions.

Kind regards,

**Emily Hammond** 

# Attachments

cc:

Tracy Scebold Tony Toigo Jordan Cook Michael Maloney

Item# 8E Date: 10/26/20

# **RESOLUTION NO. 044 (2020/**

Resolution to fix a date for a public hearing on a proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed \$3,400,000

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, the City now proposes to enter into a Sewer Revenue Loan and Disbursement Agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed \$3,400,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Utility (the "Project"), and it is necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Agreement and to give notice thereof as required by such law;

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

- Section 1. This City Council shall meet on November 9, 2020, at the Nevada City Council Chambers, in the City, at 6:00 o'clock p.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Agreement.
- Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once, not less than four (4) and not more than twenty (20) days before the meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

# NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO ENTER INTO A LOAN AND DISBURSEMENT AGREEMENT IN A PRINCIPAL AMOUNT NOT TO EXCEED \$3,400,000

# (SEWER REVENUE)

The City Council of the City of Nevada, Iowa, will meet on November 9, 2020, at 6:00 o'clock p.m. at the Nevada City Council Chambers, in the City, for the purpose of instituting proceedings and taking action to enter into a loan and disbursement agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed \$3,400,000, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the City's Municipal Sanitary Sewer System.

The Agreement will not constitute a general obligation of the City, nor will it be payable in any manner by taxation but, together with any additional obligations of the City as may be hereafter issued and outstanding from time to time ranking on a parity therewith, will be payable solely and only from the Net Revenues of the Municipal Sanitary Sewer System of the City.

Due to federal and state government recommendations in response to COVID-19 pandemic conditions, the meeting can alternatively be accessed via Zoom, which will be accessible at the following:

https://us02web.zoom.us/j/87961733099?pwd=UERoTDIIUXZHczZIQi9ML0ZOeEIOdz09

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

In addition to electronic access, written comments may be filed or made prior to the meeting and will be recorded in the minutes.

At the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Agreement. After receiving objections, the City may determine to enter into the Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Nevada, Iowa.

Kerin Wright City Clerk Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the Project which is reasonably estimated to cost approximately \$3,400,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the "Bonds"), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Project have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

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

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

Passed and approved this October 26, 2020.

	Brett Barker, Mayor
Attest:	
Kerin Wright, City Clerk	
****	4
On motion and vote, the meeting adjourned	
	Brett Barker, Mayor
Attest:	3
Kerin Wright, City Clerk	

# ORGANIZATION AND ESTABLISHMENT CERTIFICATE:

STATE OF IOWA
COUNTY OF STORY
CITY OF NEVADA

SS:

I, the undersigned City Clerk, do hereby certify that the aforementioned City is organized and operating under the provisions of Title IX of the Code of Iowa and not under any special charter and that such City is operating under the Mayor-Council form of government and that there is not pending or threatened any question or litigation whatsoever touching the incorporation of the City, the inclusion of any territory within its limits or the incumbency in office of any of the officials hereinafter named.

And I do further certify that the following named parties are officials of the City as indicated:

Brett Barker,

Mayor

Jordan Cook,

City Administrator

Kerin Wright,

City Clerk/Treasurer

Barb Mittman,

Council Member/Mayor Pro Tem

Brian Hanson,

Council Member

Dane Nealson,

Council Member

Jason Sampson,

Council Member

Luke Spence,

Council Member

Sandy Ehrig,

Council Member

I further certify that the City established the Municipal Sanitary Sewer System (the "Utility") and that the Utility has been in continuous operation by the City since its establishment as aforesaid in supplying sanitary sewer service to the City and its inhabitants.

I further certify that the management and control of the Utility are vested in the City Council of the City, and that no board of trustees exists which has any part of the control and management of such Utility.

WITNESS MY HAND this day of _	, 2020.
	Kerin Wright, City Clerk

# **OUTSTANDING DEBT CERTIFICATE:**

STATE OF IOWA			
COUNTY OF STORY	SS:		
CITY OF NEVADA			
I, the undersigned, (	City Clerk of the City of N	Nevada, Iowa (the "(	City"), do hereby certif
that the City has no bonds o	or other obligations of any	kind now outstandi	ng which are secured by
and payable from the revenu	es derived from the opera	tion of the Municipa	I Sanitary Sewer System
(the "Utility"), except as fol	lows:		same y some system
Date Typ		Principal Amount Outstanding	Maturity
NONE		Justime	
	arate sheet listing any o ayable from the reven		
WITNESS MY HAN	TD this day of		, 2020.
	K	erin Wright, City Cl	erk



October 21, 2020

# VIA EMAIL

Kerin Wright City Clerk/City Hall Nevada, IA

Re:

\$3,400,000 SRF Sewer Revenue Loan and Disbursement Agreement

File No. 420131-101

#### Dear Kerin:

We have prepared and attach proceedings for the October 26, 2020 City Council meeting to enable the Council to set November 9, 2020 as the date for a hearing on the proposal to enter into the SRF Sewer Revenue Loan and Disbursement Agreement (the "Agreement").

The documents attached include the following items:

- 1. Resolution fixing the date of meeting at which it is proposed to take action to enter into the Agreement. The form of notice is set out in Section 2 of the resolution. Please print an extra copy for delivery to the newspaper. Please insert the time and place of the hearing in both the resolution and the notice.
  - Attestation Certificate with respect to the validity of the transcript.
  - 3. Organization and Establishment Certificate.
- Outstanding Debt Certificate with respect to the outstanding debt of the Sewer Utility.
- 5. Publication Certificate with respect to publication of the notice, to which must be attached the publisher's affidavit of publication with a clipping of the notice as published.

The notice must be published at least once, not less than four (4) and not more than twenty (20) days before the meeting date set for the hearing, in a legal newspaper which has a general circulation in Nevada. The last date on which this notice can be effectively published is November 5, 2020.

As soon as the notice appears in the newspaper, please have a copy emailed to lemke.susan@dorsey.com or faxed to our office at (515) 283-1060.

Please return one fully executed copy of all completed pages to us as soon as they are available.

Please call John Danos, Jessica Vaught or me if you have questions.

Kind regards,

**Emily Hammond** 

# Attachments

cc:

Tracy Scebold Tony Toigo Jordan Cook Michael Maloney

#<u>8</u>F DATE: 10/26/2020

# COUNCIL ACTION FORM

AGENDA ITEM: Purchase an International Plow Truck for the Street Department.

**HISTORY:** The City of Nevada purchased 6 new trucks in 2015 with the intent of replacing them after 5 years. FY2019/2020 was the first year to start the rotation for the new trucks. It was determined to start with trading two of the 2015 Plow Trucks and then one every other year after that. This will leave the last 2015 Plow Truck at 13 years old when traded.

The Street Capital Equipment Budget for FY2021/2022 has Plow Truck #3 to be traded in.

The following pricing is based off the last lowa DOT contract price which was based on the National Sourcewell/NJPA Contract that International has in place.

Cost of a 2021 International from O'Halloran International:

\$187,911.00 Total price with equipment \$66,500.00 Trade \$121,411.00 Trade Difference

#### OPTIONS:

- 1. Approve the purchase of the International Plow Truck for \$121,411.00
- 2. Reject bid and research other options.
- 3. Do nothing at this time.

#### STAFF'S RECOMMENDED ACTION:

Staff recommends approval of the purchase of a new Plow Truck.

Therefore, it is the recommendation of the Public Works Director and City Administrator that council approves option #1.



# HV607 SBA

Sales Proposal For:

# CITY OF NEVADA - Plow with Mid-Mount Wing

Presented By:
O'HALLORAN INTERNATIONAL

INTERNATIONAL July 30, 2020

Prepared For: CITY OF NEVADA - Plow with Mid-Mount Wing Mike Ackerman P.o. Box 530 Nevada, IA 50201-(515)382 - 4843

Presented By: O'HALLORAN INTERNATIONAL Bob Kayser 3311 ADVENTURELAND DRIVE ALTOONA IA 50009 -(515)967-3300

MIKE, THE FOLLOWING PRICING IS BASED OFF OF THE LAST IOWA DOT CONTRACT PRICE WHICH WAS BASED ON THE NATIONAL SOURCEWELL/NJPA CONTRACT THAT INTERNATIONAL HAS IN PLACE SO YOU ARE ALLOWED TO ADD-ON TO THIS CONTRACT WITHOUT PENALTY.

\$ 89,906.00 2021 International HV607 single axle with 300 HP L9 Cummins engine

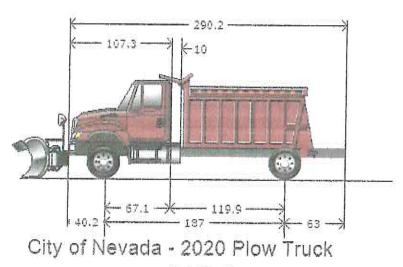
\$ 98,005.00 Equipment from Hawkeye per Quotation 22845

\$ 187,911.00 TOTAL PRICE WITH EQUIPMENT

(66,500.00) Trade allowance truck #15 2015 7300 Plow Truck

TRADE DIFFERENCE = <<< FOR DELIVERY AFTER 07/01/21 >>> \$ 121,411.00

INCLUDES A 60 MONTH 100,000 MILE ENGINE WARRANTY



#### Model Profile 2021 HV607 SBA (HV607)

AXLE CONFIG: MISSION:

4X2

Requested GVWR: 33000, Calc, GVWR: 37000

DIMENSION:

Calc. Geared Speed: 73.5 MPH

ENGINE, DIESEL:

Wheelbase: 187.00, CA: 119.90, Axle to Frame: 63.00

{Cummins L9 300} EPA 2017, 300HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM.

2200 RPM Governed Speed, 300 Peak HP (Max)

TRANSMISSION, AUTOMATIC:

(Allison 3500 RDS) 5th Generation Controls, Wide Ratio, 6-Speed with Double

Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-

Ib GVW and GCW Max, On/Off Highway

CLUTCH:

Omit Item (Clutch & Control)

AXLE, FRONT NON-DRIVING: AXLE, REAR, SINGLE:

[Meritor MFS-14-143A] Wide Track, I-Beam Type, 14,000-lb Capacity

(Meritor RS-23-160) Single Reduction, 23,000-lb Capacity, 200 Wheel Ends Gear Ratio:

5.63

CAB:

Conventional, Day Cab TIRE, FRONT:

TIRE, REAR:

(2) 12R22.5 Load Range H HSC1 (CONTINENTAL), 482 rev/mile, 75 MPH, All-Position (4) 11R22.5 Load Range G HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive

INTERNATIONAL\* July 30, 2020

SUSPENSION, REAR, SINGLE:

PAINT:

31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs Cab schematic 100WL

Location 1: 2303, Red (Std) Chassis schematic N/A

4WBX

4WDM

4XDP

Code Description HV60700 Base Chassis, Model HV607 SBA with 187.00 Wheelbase, 119.90 CA, and 63.00 Axle to Frame. 1ANA AXLE CONFIGURATION (Navistar) 4x2 Notes : Pricing may change if axle configuration is changed. 1CBU FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL 1LLA BUMPER, FRONT Swept Back, Steel, Heavy Duty 1WDS FRAME EXTENSION, FRONT Integral; 20" In Front of Grille 1WGR WHEELBASE RANGE 138" (350cm) Through and Including 187" (475cm) 2ARV AXLE, FRONT NON-DRIVING (Meritor MFS-14-143A) Wide Track, I-Beam Type, 14,000-lb Capacity 3770 SPRINGS, FRONT AUXILIARY Rubber 3ADD SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 14,000-lb Capacity, with Shock Absorbers 4091 BRAKE SYSTEM, AIR Dual System for Straight Truck Applications Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6 4732 DRAIN VALVE (Berg) with Pull Chain, for Air Tank 4AZJ AIR BRAKE ABS (Bendix AntiLock Brake System) 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System, with Automatic Traction Control 4EBD AIR DRYER (Wabco System Saver 1200) with Heater 4EXP BRAKE CHAMBERS, FRONT AXLE (Bendix) 20 Sqln 4EXW BRAKE CHAMBERS, REAR AXLE (Bendix EnduraSure Pro) 30/30 Spring Brake 4LAG SLACK ADJUSTERS, FRONT (Gunite) Automatic 4LGG SLACK ADJUSTERS, REAR (Gunite) Automatic 4SPA AIR COMPRESSOR (Cummins) 18.7 CFM 4VKC AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab 4VKJ AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab. Perpendicular to Rail

BRAKES, FRONT (Meritor 16.5X5 Q-PLUS CAST) Air S-Cam Type, Cast Spider, Fabricated Shoe,

Double Anchor Pin, Size 16.5" X 5", 14,600-lb Capacity

DUST SHIELDS, FRONT BRAKE for Air Cam Brakes

DUST SHIELDS, REAR BRAKE for Air Cam Brakes

8TNR

Code Description 4XDR BRAKES, REAR [Meritor 16.5X7 Q-PLUS CAST] Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle 5710 STEERING COLUMN Tilting and Telescoping 5CAW STEERING WHEEL 4-Spoke; 18" Dia., Black 5PSA STEERING GEAR (Sheppard M100) Power 6DGG DRIVELINE SYSTEM (Dana Spicer) 1710, for 4x2/6x2 7BEV AFTERTREATMENT COVER Steel, Black EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Frame Mounted Right Side Under 7BKS Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab 7WAZ TAIL PIPE (1) Turnback Type 7WCM EXHAUST HEIGHT 8' 10" 7WDN MUFFLER/TAIL PIPE GUARD (1) Aluminum 8000 ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered 8518 CIGAR LIGHTER Includes Ash Cup 8541 HORN, ELECTRIC (2) Disc Style 8GXD ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, with Remote Sense 8HAB BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/ Ground and Sealed Connector for Stop/Turn 8MSG BATTERY SYSTEM (Fleetrite) Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-8RMZ Pillars 8RPB RADIO, AUXILIARY CONTROLS Mounted in Steering Wheel, Radio Function Control Switch. Includes Volume Up/Down, Mute, Forward/Back and Bluetooth Answer/Disconnect RADIO AM/FM/WB/Clock/USB Input/Auxiliary Input 8RPT AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow 8THJ Applications

BATTERY CABLES with 36" of Extra Length Coiled and Strapped Near Battery Box

5

P.203

Proposal: 16735-01

Code 8VUL	<u>Description</u> BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on
8WTK	STARTING MOTOR (Delco Remy 38MT Type 300) 12 Volt, Less Thermal Over-Crank Protection
8WTP	COURTESY LIGHT (2) Mounted In Front Map Pocket Left and Right Side
LWW3	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened
HAX8	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XHR	POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) & USB Port, Located in the Instrument Panel
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HBM	GRILLE Stationary, Chrome
9VVBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10021	CHASSIS COATING Corrosion Resistant E-Coat Primer Coating for Single Frame Rails
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	Includes : PAINT SCHEMATIC ID LETTERS "WL"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10SLV	PROMOTIONAL PACKAGE Government Silver Package
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines
	Includes : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted
12EHU	ENGINE, DIESEL {Cummins L9 300} EPA 2017, 300HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)

Code 12THT	<u>Description</u> FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed
	Includes : FAN Nylon
12UWZ	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 Sqln, with 1167 Sqln Charge Air Cooler, Includes In-Tank Oil Cooler
	Includes : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VAL	AIR CLEANER Dual Element, with Integral Snow Valve and In-Cab Control
12VHJ	FEDERAL EMISSIONS (Cummins L9) EPA, OBD and GHG Certified for Calendar Year 2020
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12VYL	ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument Panel for Customer Use
12VYP	ENGINE CONTROL, REMOTE MOUNTED No Provision for Remote Mounted Engine Control
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
13AVL	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WDZ	SHIFT CONTROL PARAMETERS (Allison) 3000 or 4000 Series Transmissions, S1 Performance in Primary and Fixed Programming in Secondary
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS), General Purpose Trucks, Construction, Package Number 223
13W/W	NEUTRAL AT STOP OMIT
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission
14051	AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends . Gear Ratio: 5.63
14VAJ	SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
14WMG	AXLE, REAR, LUBE [EmGard FE-75W-90] Synthetic Oil; 30 thru 39.99 Pints
15924	FUEL TANK STRAPS Bright Finish Stainless Steel
15LLZ	LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 41" Back of Cab
15LMN	FUEL/WATER SEPARATOR {Racor 400 Series,} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor

<u>Code</u> 15SGJ	<u>Description</u> FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 16" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional, Day Cab
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GDC	GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display
16HCS	GAUGE, TEMPERATURE, AMBIENT Sensor Wiring with Display Unit Mounted in Cluster
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16SEE	GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar
16SJW	MIRROR, CONVEX, HOOD MOUNTED (Lang Mekra) (2) Right and Left Sides, Black, Heated, 7.5" Sq.
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl
16SNP	MIRRORS (2) C-Loop, Power Adjust, Heated, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width
	Notes : Mirror Dimensions are Rounded to the Nearest 0.5"
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
	Includes CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16VSL	WINDSHIELD Heated, Single Piece
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WSK	CAB REAR SUSPENSION Air Bag Type
16XJP	INSTRUMENT PANEL Wing Panel
16XWJ	WINDSHIELD WIPER BLADES Snow Type
16XXC	COWL TRAY LID
16ZJA	ACCESS, CAB Aluminum, Self-Cleaning, Open and Serrated Design, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab, Extended Cab or Sleeper Cab

Code Description

27DTT WHEELS, FRONT (Accuride 28828) DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-

Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with

Steel Hubs

28DTT WHEELS, REAR (Accuride 28828) DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole.

10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and

with Steel Hubs

29WAP WHEEL GUARDS, FRONT (Accuride) for Metric Hub Piloted Wheels with Flanged Mounting Nuts

Mounted Between Hub and Wheel

29WAR WHEEL GUARDS, REAR (Accuride) for Metric Hub Piloted Wheels with Flanged Mounting Nuts,

Mounted Between Hub & Wheel and Between Dual Wheels

29WLK WHEEL BEARING, FRONT, LUBE (EmGard FE-75W-90) Synthetic Oil

60AAG BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs

& 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched

Switches

7372135423 (4) TIRE, REAR 11R22.5 Load Range G HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive

7382155419 (2) TIRE, FRONT 12R22.5 Load Range H HSC1 (CONTINENTAL), 482 rev/mile, 75 MPH, All-

Position

Cab schematic 100WL

Location 1: 2303, Red (Std)

Chassis schematic N/A

Services Section:

40128 WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017

or Later, CTS-2025A

40LUY SRV CONTRACT, EXT MAJOR COMP {Navistar Prepackaged Components} To 60-Month/100,000

Miles (160,000 km), Includes Front Axle, Rear Axle, Propshaft, and Transfer Case

winds (1991,999 Milly, Motaboo Montale, And Methods Galactic From the Marie Care

40SZD SRV CONTRACT, EXT CMS ENG/AFTR {Cummins} To 60-Month/100,000 Miles (160,000 km),

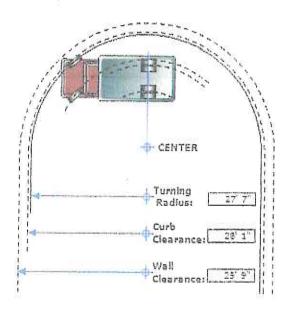
Extended Cummins L9 Engine Coverage, Protection Plan 1 and Aftertreatment

A08-T1 Install a momentary switch in the 6-Pack for use with vibrator

Allison Warranty Allison 5 Year warranty coverage

Warranties Warranty: Pricing includes Factory Ordered engine, transmission, front axle and rear axle warranty

for 5 years. The engine warranty includes the electronics, injectors, torbos and water pump.



Series:

HV

Model:

HV607 HV607 SBA

Description: Model Year:

2021

# Calculation Factors

Wheelbase:

187

Front Axle:

0002ARV

Description:

AXLE, FRONT NON-DRIVING, {Meritor

MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb

Capacity

Front Wheel:

0027DTT

Description:

WHEELS, FRONT, {Accuride 28828} DISC; 22.5x8.25

Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs

Front Tire: Description: 07382155419

TIRES, 12R22.5 Load Range H HSC1

(CONTINENTAL), 482 rev/mile, 75 MPH, All-Position

Steering Gear: 0005PSA

Description:

STEERING GEAR, {Sheppard M100} Power

# **Turning Radius Statistics**

General Information

Inside Turn Angle:

45 Degrees

Radial Overhang:

26

Axle Information

KingPin Inclination:

6.25 Degrees

KingPin Center:

71.5

# Turning Radius - Curb View

C	(4
CI	,
CR	
CH	9
TR	
TIM	

 Curb Contact Length: - Curb Clearance Increment:

16.14 6.09

- Curb Clearance Radius: - Curb Height:

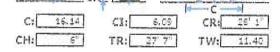
28'1" 6"

- Turning Radius:

27'7"

- Tire Width:

11.40



\* All Measurements are in inches, unless otherwise specified.

TR CR

# FORM E

# CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 081716-NVS

Proposer's full legal name: Navistar, Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be November 15, 2016 and will expire on November 15, 2020 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized signatures:	
NUMA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT CROSSIGNATURE	Jeremy Schwartz (NAME PRINTED OR TYPED)
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE	Chad Coauette (NAME PRINTED OR TYPED)
Awarded on November 15, 2016	NJPA Contract # 081716-NVS
The Vendor hereby accepts this Contract awa	ard, including all accepted exceptions and amendments.
Authorized Signatory's Title DIRECTOR	VOCATIONAL SALES
VENDOR AUTHORIZED SIGNATURE	MARTIN WHITE
, A	(NAME PRINTED OR TYPED)
Executed on 11   18 20 16	NJPA Contract # 081716-NVS







# Navistar

Class 6, 7 & 8 Chassis

#081716-NVS

Maturity Date: 11/15/2020

Primitagetti illitolarmi timas

# **Contract Documents**

Class 6, 7, and 8 Chassis With Related Equipment, Accessories, and Services

Contract #081716-NVS Effective 11/15/2016 - 11/15/2020

# **Contract Documentation**

- Request for Proposal (RFP) (527.88 KB)
- Contract Forms (2.82 MB)
- Contract Acceptance and Award (32.39 KB)

Competitive Solicitation Documentation

- Affidavit of Advertisement (1.35 MB)
- Proposal Opening Witness Page (265.59 KB)
- Proposal Evaluation (401.49 KB)
- Evaluation Committee Comment and Review (480.7 KB)

| Item# | 86 | Resolution | Date: | 10 | 126 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 1

# RESOLUTION NO. 045 (2020/2021)

# A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF NEVADA, IOWA AND PUBLIC PROFESSIONAL AND MAINTENANCE EMPLOYEES LOCAL 2003 IUPAT FOR THE PERIOD OF JULY 1, 2018 TO JUNE 30, 2021 AND AUTHORIZING AND DIRECTING SIGNING OF THE MOU TO THE UNION CONTRACT

WHEREAS; the City of Nevada ("City") has negotiated with the Public Professional and Maintenance Employees Local 2003 IUPAT ("Union"); and

WHEREAS, the employees of the Public Professional and Maintenance Employees Local 2003 IUPAT ratified an Agreement for the period of July 1, 2018 to June 30, 2021 on April 9, 2018; and

WHEREAS, the City and Union are desirous of revising the Agreement with a Memorandum of Understanding ("Memo") for the period of July 1, 2018 to June 30, 2021 with the attached Exhibit "A".

NOW THEREFORE, BE IT RESOLVED; that the City Council of the City of Nevada, lowa, hereby:

- Approves the Memorandum of Understanding between the City of Nevada and the Public Professional and Maintenance Employees Local 2003 IUPAT, revising the current contract for the period of July 1, 2018 to June 30, 2021.
- Authorizes the Mayor and City Clerk to sign the Memo on behalf of the City.

Passed and approved this 26th day of October, 2020.

W:\Office\Councif\Agendas-Councif\2020-2021\045-MOU Union addition.doc

ATTEST:	Brett Barker, Mayor
Kerin Wright, City Clerk	<del></del>
Moved by Council Member _, seconded by Cadopted.	ouncil Member _, that Resolution No. 045 (2020/2021) be
AYES: _ NAYS: _ ABSENT: _	
Γhe Mayor declared Resolution No. 045 (202	0/2021) adopted.
	by of a record of the adoption of Resolution No. 045 f the City of Nevada, Iowa, held on the 26th day of October,

# MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NEVADA, IOWA AND THE PUBLIC PROFESSIONAL AND MAINTENANCE EMPLOYEES LOCAL 2003 IUPAT

This Memorandum of Understanding ("Memo") is entered into on this \_\_\_\_\_ day of October 2020, by and between the City of Nevada, Iowa ("City") and the Public Professional and Maintenance Employees Local 2003 IUPAT ("Union").

WHEREAS, City and Union entered into a collective bargaining agreement for the period of July 1, 2018, through June 30, 2021," (the "Contract"); and

WHEREAS, the Contract governs certain conditions of employment for members of the Union who are employed by City; and

WHEREAS, as part of the City's annual health insurance audit it was determined that the City now employs fifty (50) or more employees for purposes of the Affordable Care Act ("ACA");

WHEREAS, as a result of this calculation, the City can no longer offer the existing \$500 per month health insurance stipend that is written in the Contract, as it is not deemed to be affordable coverage under the ACA.

WHEREAS, this Memo sets forth the revisions negotiated between the parties.

IT IS THEREFORE AGREED, by and between City and Union as follows:

 Article 15, Section I(A) of the Contract is rewritten as follows: Flexible-Benefits Plan Health Insurance

Section 1. The City shall maintain a Flexible Benefits Plan for each employee and will make available for each employee the sum of Five Hundred Dollars (\$500) per month. An employee may utilize such funds for any purpose authorized by the Plan.

The City agrees to pay the following amounts towards the premiums for group health insurance for each eligible regular full-time employee:

- For the \$1,000 deductible PPO plan:
   95% employer paid for single
   85% for employee/spouse or employee/children
   80% for family
- For the \$1,000 deductible HMO or HDHP plan:
   100% employer paid for single
   90% for employee/spouse or employee/children
   85% for family
- New Article 15, Section C will be added to the Contract.
   Dental Insurance

The City agrees to cover 100% of dental coverage for single, employee/spouse, employee/children and family coverage. The final decision as to the insurance carrier shall be made by the Employer.

The dental insurance benefits provided under this policy shall be comparable to but not be identical to present dental insurance policies.

3. New Article 15, Section D will be added to the Contract.

#### Vision Insurance

The City agrees to cover 100% of vision coverage for single, employee/spouse, employee/children and family coverage. The final decision as to the insurance carrier shall be made by the Employer. The dental insurance benefits provided under this policy shall be comparable to but not be identical to present dental insurance policies.

4. New Article 15, Section E will be added to the Contract.

#### Flex Contribution

The City agrees to provide, for each employee, the sum of Five Hundred Dollars (\$500) per year through either a Flexible Spending Account or a Health Savings Account based on health plan enrollment. An employee may utilize such funds for any purpose authorized by the plan.

- Details of the three (3) health insurance plans for year 2021 are set forth in the attached Exhibit A.
   It is understood that these plans may be amended in subsequent years, but that changes will be discussed with the insurance committee.
- The undersigned acknowledge and represent that they are authorized to enter into this Agreement
  and that the terms and conditions are binding upon the parties, their officers, members, successors
  and assigns.
- 7. This interpretation shall be effective upon the execution of this Memo.

THE CITY OF NEVADA, IOWA	THE PUBLIC PROFESSIONAL AND MAINTENANCE EMPLOYEES LOCAL 2003 IUPAT			
Ву:	By: Mark a. Ablle			
Title:	Title: Business Rep			
Date:	Date: 10 / 22 /20			

Item# 8 H Date: 10(26/20

Resolution No. 046 (2020/2021) Approve COVID-19 Policy Page 1 of 1

# RESOLUTION NO. 046 (2020/2021)

# A RESOLUTION APPROVING A COVID-19 POLICY FOR THE CITY OF NEVADA

WHEREAS, the COVID-19 Policy for the City of Nevada has been recommended to the council for approval; and

WHEREAS, the COVID-19 Policy details the measures taken to mitigate the spread of coronavirus; and

WHEREAS, the Nevada City Council has reviewed the policy and is in agreement with the Policy.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Nevada, Iowa, hereby approves COVID-19 Policy for the City of Nevada (Exhibit A).

PASSED AND APPROVED this 26th day of October, 2020.

W:\Office\Council\Resolutions\2020-2021\045-Covid-19 Policy.doc

ATTEST:		Brett Barker	, Mayor		
Kerin Wrig	ght, City Clerk				
Moved by (2020/202	/ Council Member _, seconded 1) be adopted.	by Council	Member _ that	Resolution	No. 046
Ayes: Nays: Absent:	<u>-</u>				
The Mayor	declared Resolution No. 046 (20)	20/2021) ado	pted.		
046 (2020)	ertify that the foregoing is a true /2021) at the regular Council Med ober, 2020.	copy of a rec eting of the C	cord of the adopti City of Nevada, Id	ion of Resol owa, held or	ution No. 1 the 26 <sup>th</sup>
Kerin Wrigl	nt, City Clerk				

# City of Nevada, Iowa COVID-19 Policy

This policy includes the measures we are actively taking to mitigate the spread of coronavirus. You are required to follow all these policies diligently, to sustain a healthy and safe workplace in this unique environment. It is important we all respond responsibly and transparently to these health precautions. We assure you we will always treat your private health and personal data with high confidentiality and sensitivity.

This coronavirus (COVID-19) policy is susceptible to changes with the introduction of additional governmental guidelines. If so, we will update you as soon as possible by email.

This policy applies uniquely to those City employees deemed to provide critical infrastructure (i.e. police, fire) as detailed below.

# Symptoms of COVID-19

The virus COVID-19 can cause illness ranging from mild to severe and, in some cases, can be fatal. This means close contact within six feet and through respiratory droplets produced when an infected person coughs or sneezes. While humans are thought to be most contagious when symptomatic, the virus can spread even when an infected person is not showing symptoms. Symptoms typically include cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat and new loss of taste or smell (<a href="https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html">https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html</a>). Some people infected with the virus have reported experiencing other non-respiratory symptoms. Other people, called asymptomatic cases, have experienced no symptoms. According to the CDC, symptoms of COVID-19 may appear in as few as 2 days or as long as 14 days after exposure.

# Physical Distancing.

While at work, everyone must:

- Practice social distancing by maintaining distance (approximately 6 feet or 2 meters) from others when possible.
- Please do not congregate in the common areas in the hallways, kitchen, and other common areas.
- Face coverings or facemask are encouraged when in the hallways, kitchen, and other common areas when social distancing is not possible.
- Every effort should be taken to minimizing contact among coworkers and residents.
   Therefore, use face-to-face meetings with virtual or telephone communications when possible.
- Please do not use other employees' phones, desks, offices, or other work tools and equipment, when possible.

#### General Hygiene.

Stay home if you are sick.

- Wash your hands after using the toilet, before and after eating, and if you cough/sneeze
  into your hands (follow the 20 second handwashing rule) you can also use the sanitizers
  you will find around the office.
- Cough/sneeze into your sleeve, preferably into your elbow. If you use a tissue, discard it properly and clean/sanitize your hands immediately.
- Open the windows regularly to ensure open ventilation.
- Avoid touching your face, particularly eyes, nose, and mouth with your hands to prevent from getting infected.
- If you find yourself coughing/sneezing regularly, avoid close physical contact with your coworkers and take extra precautionary measures (such as requesting sick leave).
- Maintain regular housekeeping practices of your work areas, including routine cleaning
  and disinfecting of surfaces, equipment, and other elements of the work environment.
  Follow the manufacturer's instructions for all cleaning and disinfection products (e.g.,
  concentration, application method and contact time, PPE).
- Before coming to work each day, please take your temperature at home. The CDC states
  that a fever for COVID-19 purposes is any temperature at 100.4 degrees Fahrenheit/38
  degrees Celsius or higher. If you have a temperature, please stay home. Persons with
  temperatures may not enter or remain at work.

# If an employee is sick.

- Prompt identification and isolation of potentially infectious individuals is a critical step in
  protecting all City employees. Therefore, we are asking that each person self-monitor for
  signs and symptoms of COVID-19 and if you suspect possible exposure, please stay at
  home in accordance with this policy.
- Symptoms include: cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat and new loss of taste or smell or just feel poorly.
- If you become sick or experience symptoms of COVID-19 while at work, please leave the
  worksite immediately and call your supervisor to let them know.
- If you are being tested for COVID-19, you are obligated to let your supervisor know.
   Depending on the circumstances and subsequent follow-up, that employee may need to self-quarantine.
- If you are feeling sick and have some symptoms of COVID-19 that are new and unrelated
  to another illness/disease that you have been previously diagnosed with and you have no
  known exposure to anyone known to be COVID+, then employee must remain off work
  until:
  - At least 24 hours have passed with no fever and without fever-reducing medication, and
  - At least 24 hours have passed since symptoms have improved.

- If you are sick and have symptoms of COVID-19 but the symptoms are NOT new and are
  easily related to another illness/disease that you have been previously diagnosed with, then
  the employee can return to work once they are symptom free.
- If you are diagnosed with COVID-19, please stay at home and stay in contact with your healthcare provider.

# o Symptomatic Employees

Symptomatic employees who test positive for COVID-19, and/or who have had a known exposure to someone who is positive for COVID-19 are required to quarantine until all three of the following conditions are met:

- No fever for 72 hours without the use of a fever reducing medication
- Symptoms are improving/resolved
- At least 10 days have passed since the symptoms started

# Asymptomatic Employees

Asymptomatic employees who test positive for COVID-19, are required to self-quarantine for 10 days and self-monitor for symptoms. If symptoms develop, the employee should contact their healthcare provider and will not be eligible to return to work until the criteria set forth above for symptomatic employees have resolved.

- If you've been in close contact with someone infected by COVID-19, with high chances
  of being infected yourself (within 6 feet of the infected person for a cumulative total of 15
  minutes or more over a 24-hour period starting from 2 days before illness onset), but are
  currently asymptomatic, you are required to self-quarantine for 5 days and self-monitor for
  symptoms. If symptoms develop, employees should contact his/her healthcare provider.
- If you need to provide care to a family member infected by COVID-19, request to work from home. Employees will be permitted to return to work 10 calendar days after the family member has recovered, provided that you're asymptomatic or you have a doctor's note confirming you don't have the virus.

#### Critical Infrastructure

Critical infrastructure employees of the City include all uniformed employees of the police and fire department. The following procedures apply to critical infrastructure only in an effort to ensure continuity of operations.

- If (i) you have tested positive for COVID-19 but are asymptomatic, or (ii) you've been in
  close contact with someone infected by COVID-19, with high chances of being infected
  yourself (within 6 feet of the infected person for a cumulative total of 15 minutes or more
  over a 24-hour period starting from 2 days before illness onset), but are currently
  asymptomatic, you may report to work but self-monitor for symptoms. The City will:
  - Screen the employees for symptoms of COVID-19 before each work shift;

- Disinfect and clean all areas of the office, bathroom, common areas where the impacted employee works
- Ensure the employee practices social distancing (remaining at least 6 feet away from others); and
- o Ensure the employee wears a facemask to protect others.
- If the exposed employee develops symptoms of COVID-19 and is still working, the
  employee will be sent home immediately and required to quarantine until all three of the
  following conditions are met:
  - No fever for 72 hours without the use of a fever reducing medication
  - Symptoms are improving/resolved
  - At least 7 days have passed since the symptoms started

OR

If adequate testing is available, the employee can be tested to determine if they are still contagious, and would be eligible to return to work upon:

- No fever without the use of a fever reducing medication
- Symptoms are improving/resolved
- Employee received two negative tests in a row.

# City Administrators Report October 09-October 22

#### Plaques:

Plaques for burke and Story County Medical have been ordered, I am not sure when they will be done.

#### WWTP:

(October 9th) HrGreen set a meeting up with Strauss Access & Camera systems, this went over the new system that will be included with the project. We will have 4 separate cameras that will cover the whole building and outer areas.

#### **Board of Adjustments:**

(October 21<sup>st</sup>) This meeting included the discussion about our Conditional Use permit. The last discussion was tabled due to the route of our Trunk Line service, previously we had it going through a resident's property but have since changed that to having it in the ROW.

#### **DOT Commission:**

(October 13th) Brett and I met with the DOT Commission to discuss programming the interchange at airport road. Brett did a great job showing a need for that program to happen. The Commission typically is unable to comment about specific projects and their likelihood for being included in future Five-Year Transportation Improvement Programs (Program) until they begin their Program development planning sessions (typically held every month from February through April).

#### One Solar Power:

(October 13<sup>th</sup>) Met with a gentleman to discuss solar power and how we can possibly save some money in the future by utilizing solar. He is doing research on buildings and how much we could possibly save. I am specifically interested in both the Fieldhouse as well as the WWTP.

#### DMACC Boone Facility:

(October 14<sup>th</sup>) Had the opportunity to visit the DMACC facility being built. The flooring installed is the same type of flooring we are wanting for the fieldhouse. It is a rubbery material but holds up the same as a wood floor. Their facility is nice but will not be as big as ours. While we are having three (3) high school sized courts, they will have two (2) collegiate courts.

#### FEMA:

(October 14th) Met with Rachel Olsen at FEMA to discuss next steps on reimbursements for Derecho, this was more of an exploratory call to get more information. We have several meetings planned for the next coming weeks.

#### MainStreet:

(October 15<sup>th</sup>) Received word this past week that MainStreet was awarded their challenge grant. Evie will be starting the renovation process very soon.

#### **Bricktown Bakery:**

(October 15th) If you do not already know, we have a bakery in town! Bricktown bakery has been open almost a full week now and they have been doing quite well. When I visited Saturday for their opening, I waited in line for 20 min. It was great to see a large turnout and also great seeing a line! Its fun seeing the community gather around our businesses in town.

#### Halloween Parody:

(October 20<sup>th</sup>) Some Council members, Mayor, Hutton, Marlys and I have been working on a parody to put together to share for Halloween for masks. Special thank you to Dane for his hard work and time spent on the project.

## Community Wide Strategic Plan:

(October 21<sup>st</sup>) Brett, John, and I met with Andrew Conrad on planning for this event. We have set tentative dates for the whole group and are waiting to get responses from all involved. This will be an exciting process to get started for the community.

#### **Nevada CIP:**

(October 21<sup>st</sup>) All department heads in public works met to discuss upcoming projects. We are fortunate to have some bond proceeds left so we can work on some additional projects. We are still working through the streets side of things because there is a lot to do.

#### ICAP:

(October 22<sup>nd</sup>) Had an informational webinar about assessing risks and employee liability claims. This was extremely beneficial. It went over the do's and don'ts on employee claims as well as wording questions beginning in the interview process to the end. Documentation was key in all examples.

#### **Holiday Party:**

Spoke with Department Heads about hosting a holiday party for staff, council and Mayor. I believe we all are in agreement that it would probably work best after the Holiday season ends due to all the activities pertaining

#### **UPDATES:**

#### Story County Water Monitoring:

We continue to hold meetings regarding water quality in the Nevada area. We have our strategies and goals completed; next step is sharing it with the large group. We are coming up with a game plan of what goals we are wanting to accomplish regarding water quality and how it can affect habitat and recreational users of water trails.

#### Wage Study:

(On going) The Austin Peters group is almost done with the actual wage portion of the study. They are working on different pieces involved in the process.

#### Jurisdictional Meeting (COVID-19):

There will be updated reports of this at every council meeting

#### Verbio Annexation:

Waiting on Ames, seen and approved 28E updates on this piece of property. Everything checks out. We will just wait until Tuesday to hear the decision

#### On Track:

Have signed agreement

#### Burke:

Wastewater Agreement next

#### South Glen:

Have signed agreement

#### Website RFP:

We have another meeting set up with SalTech to see if they are able to satisfy our needs, as they are the company with a creative touch.

-End of Report-

# Memo

To: City Council

From: Shawn Cole, Zoning Supervisor

CC: Jordan Cook

Date: 10/21/20

Re: General Information

- The Downtown reconstruction is going well; sidewalk work on J Avenue is progressing.
- Staff met for the Capital Improvement Program for FY 21-25
- Rural water is preparing the connection for the South Glen Subdivision to the City's water system.

If you have any questions please contact me at work, 382-5466, or at home 382-8703, prior to Monday night's meeting.



Jeremy Rydl

Public Works Director/Street Supervisor

Jrydl@cityofnevadaiowa,org

October 2020

To: Nevada City Council

From: Jeremy Rydl, Public Works Director/Street Supervisor

-The Public Works Departments are still working together completing tasks.

-The Water Department is busy cleaning, flushing hydrants and doing locates.

-The Waste Water Department is doing daily maintenance on the plant and doing a good job of keeping the plant running. Harold is doing a great job running the plant since Mike's retirement.

-The Street Department is fixing intakes, trimming trees, sweeping streets, replacing broken curbs at Score, and putting snow equipment.

If anyone has any questions please contact me.