

RESOLUTION NO. 019 (2025/2026)

**A RESOLUTION APPROVING ALLOCATED CAPACITY AGREEMENT FOR
WASTEWATER SERVICES BETWEEN
CITY OF NEVADA, IOWA AND BURKE MARKETING CORPORATION**

WHEREAS, the City of Nevada, Iowa ("City"), and Burke Marketing Corporation, and its parent, subsidiaries, successors and assigns ("Participant") desire to enter into an Allocated Capacity Agreement for Wastewater Services; and

WHEREAS, the City owns, manages, and controls a sewerage system ("Wastewater Treatment System") and these facilities are capable of receiving wastewater from the Participant's production plant within the corporate limits of the City; and

WHEREAS, the Participant is a significant user of the City's Wastewater Treatment System and has requested additional capacity and treatment elements resulting in additional, increased costs for the system; and

WHEREAS, the City and the Participant have mutually agreed to enter into the agreement, Exhibit B attached; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story County, Iowa, does hereby approve the Allocated Capacity Agreement for Wastewater Services with Burke Marketing Corporation, and its parent, subsidiaries, successors and assigns, per attached Exhibit B. The Mayor is hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 13th day of October, 2025.

Ryan Condon, Mayor

ATTEST:

Kerin Wright, City Clerk

ALLOCATED CAPACITY AGREEMENT FOR WASTEWATER SERVICES

THIS AGREEMENT (hereinafter the "Agreement") is made and entered into this ___ day of October, 2025, by and between the City of Nevada, Iowa, a municipal corporation (hereinafter designated as the "City") and Burke Marketing Corporation, and its parent, subsidiaries, successors and assigns (hereinafter designated as the "Participant"). The City and the Participant are herein collectively referred to as the "Parties," and each individually as a "Party." This Agreement shall become effective upon completion and full operational status of the Treatment Plant (as defined below) (the "Effective Date").

RECITALS

WHEREAS, the City owns, manages, and controls a sewerage system ("Sewerage System"), including interceptor sewers, pumping stations, outfall sewers, wastewater treatment facilities and other appurtenances, and these facilities and appurtenances are capable of receiving wastewater from the Participant's production plant within the corporate limits of the City; and

WHEREAS, in April 2017, the City received a renewed NPDES permit that included nutrient removal requirements causing the City to begin a facility planning process for a new wastewater treatment plant and related infrastructure (the "Treatment Plant") and site acquisition to conform to the new Iowa Department of Natural Resources (the "IDNR") limits; and

WHEREAS, during Participant's investigation of potential sites for expansion, discussions between Nevada and Participant included the prospect of increasing the planned capacity of the Treatment Plant to accommodate Participant's expansion needs; and

WHEREAS, the City and the Participant negotiated and entered into a Development Agreement on August 13, 2020, specifying various terms related to the Participant's expansion in the City and to the construction of the new Treatment Plant; and

WHEREAS, the City borrowed funds by issuing indebtedness through the State of Iowa Revolving Fund in order to finance the engineering, planning, design, construction administration, and construction costs of the Treatment Plant; and

WHEREAS, the City and the Participant have mutually agreed to enter into this Agreement for the purpose of memorializing their agreed-upon terms and for the purpose of continuing their long-term successful relationship.

NOW, THEREFORE, it is agreed by the City and the Participant as follows:

ARTICLE I. DEFINITIONS

As used in this Agreement, unless a different meaning clearly appears from the context:

- A. "BOD" means 5-day biochemical oxygen demand as measured using test procedures approved under 40 CFR 136.

- B. "City Sewer Rates" means the rate structure established by ordinance of the City Council (as it may be amended from time to time pursuant to Article V Paragraph B of this Agreement), which the Parties agree shall initially include the flow rate, Surcharges, and Penalty Charges that will apply to Participant's Industrial Waste set forth in Schedule B. All Surcharges shall be calculated based on the average monthly concentrations applied to the total monthly flow.
- C. "COD" means Chemical Oxygen Demand as measured using test procedures approved under 40 CFR 136.
- D. "Cost Share" means the allocated share of the actual certified total cost of the Treatment Plant agreed to by the Parties.
- E. "Development Agreement" means the agreement between the parties of August 13, 2020, which is attached hereto as Schedule A.
- F. "Facility" means the Participant's facility located at 1516 South D Avenue, Nevada, Iowa 50201.
- G. "Flow" means the wastewater volume discharged to the sewerage system as measured by the permanent or temporary flow rate measurement equipment. Billing for domestic wastewater flow from the Participant's production facility shall be determined separately from this Agreement.
- H. "Industrial Waste" means the liquid waste from the industrial manufacturing processes, trade, or business as distinct from Sanitary Sewage.
- I. "Interference" means, per 40 CFR 403.3 (as amended from time to time), a discharge which, alone or in conjunction with a discharge or discharges from other sources, both:
- (1) Inhibits or disrupts the Sewerage System, its treatment processes or operations, or its sludge processes, use or disposal; and
- (2) Therefore is a cause of a exceedance of any requirement of the Sewerage System's NPDES permit (including an increase in the magnitude or duration of an exceedance) or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent State or local regulations): Section 405 of the Clean Water Act, the Solid Waste Disposal Act ("SWDA") (including title II, more commonly referred to as the Resource Conservation and Recovery Act ("RCRA")), and including State regulations contained in any State sludge management plan prepared pursuant to subtitle D of the SWDA), the Clean Air Act, the Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries Act.
- J. "NH₃" means ammonia, as measured using test procedures approved under 40 CFR 136.
- K. "O&G" means oil and grease, as measured using test procedures approved under 40 CFR 136.

L. "Participant's Purchased Capacity" shall mean the following quantity, quality and composition of constituents that the Participant will be entitled to discharge into the sewerage system:

- (1) Flow 700,000 gal./day (calculated on the basis of a maximum daily discharge)
- (2) Flow 500,000 gal./day (calculated on the basis of a monthly average)
- (3) pH The pH of the Participant's wastewater discharge shall not be less than 5.5 or greater than 9.5 (The Participant's pH limit will be reviewed after the City's Treatment Plant is in operation for one (1) year.
- (4) BOD5 10,440 lbs./day (calculated on the basis of a maximum daily discharge)
- (5) BOD5 5,040 lbs./day (calculated on the basis of a monthly average)
- (6) TSS 2,500 lbs./day (calculated on the basis of a maximum daily discharge)
- (7) TSS 950 lbs./day (calculated on the basis of a monthly average)
- (8) TKN 1,100 lbs./day (calculated on the basis of a maximum daily discharge)
- (9) TKN 500 lbs./day (calculated on the basis of a monthly average)
- (10) TP 350 lbs./day (calculated on the basis of a maximum daily discharge)
- (11) TP 200 lbs./day (calculated on the basis of a monthly average)
- (12) O&G 300 mg/l maximum day concentration
- (13) O&G 300 300 mg/l monthly average concentration
- (14) Participant will also be entitled to discharge all of its Sanitary Sewage from its facility into the Sewerage System.

Notwithstanding the foregoing discharge limits, all discharge shall be subject to IDNR review and the City's NPDES permit, as provided in Sections VII.A-B of this Agreement.

M. "Penalty Charge" means a fine or penalty for exceeding Participant's Purchased Capacity flows and loads and is billed in addition to Surcharges. Such Penalty Charges as of the

date hereof are set forth in Schedule F. For the avoidance of doubt, Penalty Charges may be amended by the City Council, subject to Article V Paragraph B of this Agreement.

- N. "Sanitary Sewage" means a combination of water-carried wastes from personal and domestic water uses, such as bathroom and kitchen use, from residences, business buildings, institutions and industrial plants. Stormwater is not allowed to be discharged to the sanitary sewer.
- O. "Sewerage System" means all land, buildings, machinery, interceptor and sewers and other tangible and intangible property, whether now or later owned or used by the City for collecting, transmitting, treating or disposing of Wastewater, but shall not include sewer laterals connecting Users to the sewer mains of the City.
- P. "Surcharge" means a charge for discharge of Industrial Waste with concentrations in excess of normal domestic strength sewage, as set forth in the City Sewer Rates.
- Q. "TKN" means Total Kjeldahl Nitrogen, as measured using test procedures approved under 40 CFR 136.
- R. "TN" means Total Nitrogen, which is the sum of TKN, nitrate and nitrite as measured using test procedures approved under 40 CFR 136.
- S. "TP" means total phosphorus, as measured using test procedures approved under 40 CFR 136.
- T. "TSS" means Total Suspended Solids, as measured using test procedures approved under 40 CFR 136.
- U. "User" means any person, partnership, institution, corporation or other entity or organization, public or private, that discharges Wastewater into the Sewerage System.
- V. "Wastewater" means the combination of Sanitary Sewage and Industrial Waste.

ARTICLE II. COVENANTS RELATING TO OPERATION OF SEWERAGE SYSTEM

- A. The City shall ensure that the Treatment Plant is designed and constructed (a) in a good and workmanlike manner; (b) in accordance with all approved plans, drawings and specifications; (c) with sufficient capabilities to properly treat Participant's Purchased Capacity, in addition to Wastewater from other Users; and (d) in accordance with all applicable federal, state and local laws.
- B. The Treatment Plant will be so designed and constructed as to interconnect the existing Sewerage System to the Participant's production plant. The City agrees to receive the Participant's Purchased Capacity, as discharged to the Treatment Plant upon the Treatment Plant's substantial completion and optimization of all systems at the Treatment Plant.

- C. The City hereby agrees to operate and maintain the Sewerage System and to collect and treat the Wastewater of the Participant in an efficient and economical manner, as determined by the City, in accordance with sound business practices, complying with all statutes, orders, laws, ordinances, rules, regulations and requirements of any governmental body, agency or authority having jurisdiction over the City, the Participant or the Sewerage System. Costs related to operation and maintenance of the Sewerage System will be included in the City's normal operation budget and allocated as part of the cost levied to all Users.
- D. Participant shall sample its Industrial Waste that leaves its facility, consistent with the methods and requirements in this Agreement and the City's NPDES permit.
- E. The City shall indemnify, release, defend and hold harmless Participant, its directors, officers, partners, shareholders, members, managers, owners, agents, employees, guests, invitees, attorneys and representatives, or any of them, from and against civil claims, orders, suits, liabilities, judgments, demands, actions, causes of action, penalties, fines, losses, costs, damages and expenses, including reasonable attorneys' fees and consultant fees ("Claims") arising out of: the construction of the Treatment Plant, including without limitation the negligence or intentional or willful misconduct of the City's construction contractor(s); the operation or failure of the Sewerage System, to the extent caused by an act or omission of the City or its agents; the decommissioning of existing City facilities; and the City's non-compliance with applicable rules and regulations, including its NPDES permit (attached hereto as Schedule C), to the extent caused by an act or omission of the City or its agents. This release and indemnification obligation shall not apply to the negligence or intentional or willful misconduct of the Participant but only to the extent of such divisible or allocable share of such Claims directly attributed to such negligence or intentional or willful misconduct.
- F. The Participant shall indemnify, release, defend and hold harmless the City, its employees, agents, elected officials, agents and representatives, from and against any and all Claims arising out of any property damage or personal injury sustained or claimed to have been sustained to or by any person in connection with the operation or failure of operation of the Sewerage System, to the extent the Claim is the result of any violation by Participant of the Revised Treatment Agreement or this Agreement, including any discharge from the Participant in exceedance of any constituent limitation set forth therein.

ARTICLE III. COLLECTION AND TREATMENT

- A. The Participant has the right to discharge to the Sewerage System in the volumes of Participant's Purchased Capacity to the Sewerage System, and the City shall collect and treat Participant's Wastewater, as set forth in this Agreement. Burke agrees to work with the City to appropriately increase flow to the Treatment Pla that works for their system in order to allow the Sewerage System sufficient time to acclimate to the increased load from Burke

- B. The Participant shall comply, at all times, with all federal, state, and local regulations and ordinances with regard to the discharge of Wastewater into the Sewerage System, including compliance with any prohibited and restricted discharges provided therein. If the City finds the discharge from the Participant to not meet the requirements, the City shall promptly provide written notice to the Participant, which such notice shall set forth any Penalty Charges assessed. The Participant shall determine the source of the improper substance or substances and eliminate, or reduce the amount to an allowable level, of such substance or substances into the City's Sewerage System by whatever means necessary. The Participant shall be responsible for any fines or penalties incurred resulting solely from Participant's (or any agent, representative, or contractor of Participant) noncompliance with federal and state regulations.
- C. If Participant's Wastewater discharge exceeds the Participant's Purchased Capacity in a manner that causes probable and irreparable harm to the Treatment Plant, the City shall immediately notify the Participant. After such notice, the City may restrict Participant's Flow as is necessary to remove any such danger to the Treatment Plant. The Participant shall be solely responsible for any reasonable costs of repair or cleanup, and any fines or penalties incurred, resulting from Participant's excessive Wastewater discharge.
- D. If emergency circumstances arise that cause the City to temporarily limit or reduce the volume of Wastewater load taken from its customers, the volume received from the Participant shall be reduced in the same proportion as to all other industrial and commercial customers of the Sewerage System.
- E. The Participant has constructed a monitoring station to measure the Participant's Industrial Waste parameters discharged at the outfall. The Participant shall maintain the monitoring station in good working order, at its expense. The Participant shall inspect, test and certify the monitoring station for accuracy per the manufacturer's recommended frequency. Participant shall have its flow meter certified annually by an independent third party and provide evidence of such certification to the City upon request. The City shall collect samples and such City-collected samples shall be analyzed by the City or an independent testing laboratory for the constituents that are included in Participant's Purchased Capacity. The sampling method shall be flow proportional, 24-hour composite sampling for all parameters except for oil and grease (O&G) and pH samples. The analysis of these two parameters shall be conducted using grab samples. The City shall deliver copies of all analyses, laboratory reports, flow meter records and IDNR reports regarding Participant discharges to the Sewerage System to the Participant on a regular basis after each monitoring period.

The Participant will sample no fewer than five (5) days per week total, which shall include sampling on one (1) non-production day. The City shall be entitled to direct the independent testing laboratory regarding timing of such sampling. Participant agrees to ensure reasonable access as needed for sample collection, upon no less than two hours' prior notice. Nothing in this Agreement shall prohibit the Participant from sampling more than five (5) days per week.

The Participant shall have the right to observe testing and sampling procedures used by the City at the composite sampler and, at the request of the Participant, split any samples

collected by the City for the Participant's own purposes. The Participant shall have the right to collect its own samples at the testing station. The Participant shall have the option of collecting samples for analysis of the constituents that are included in Participant's Purchased Capacity by an independent testing laboratory. The Participant's laboratory analysis results of such sample collection shall be transmitted directly to the City by the independent laboratory.

The Participant shall record daily flows and provide such records to the City by the Tuesday of the following week.

- F. The Participant shall pay the independent testing laboratory for the analytical laboratory costs incurred by the City to analyze the wastewater samples of the Participant's waste for the sampling and frequency described in Article III, Paragraph E of this Agreement. Bills for laboratory costs shall be transmitted directly from the independent testing laboratory to the Participant for payment.
- G. Monthly average mass discharge used for compliance monitoring purposes shall be calculated as the average of the mass discharges for every day that a sample was collected and analyzed.
- H. The City will, on a monthly basis, submit to the Participant a statement setting forth any Surcharges and Penalty Charges incurred during the preceding billing period together with a copy of the laboratory test reports from the corresponding period.
- I. The City shall have the right of access, during Participant's normal business hours or at any other time reasonably requested by the City, and upon the presentation of proper credentials, to the monitoring equipment used by the Participant for monitoring the quantity and quality of the Wastewater of the Participant being discharged into the Sewerage System. The Participant shall make the City aware of the required sanitary and safety regulations. The intent of this provision is to provide the City with free and unimpeded access, subject to reasonable sanitary and safety regulations of the Participant, to the monitoring equipment.
- J. In the event of an Interference with operation of the City's Sewerage System caused solely by the Participant's discharge in excess of Participant's Purchased Capacity or other wastewater constituent, the Participant agrees to cover the additional operational and maintenance expenses directly resulting from the Interference. Such expenses may include, but are not limited to:
 - (1) Costs of storing, hauling, dumping and disposal of residue or sludge from the Treatment Plant;
 - (2) Power, chemicals, fuel, materials and supplies;
 - (3) Sewer cleaning fees; and
 - (4) Reasonable additional staff time.

- K. In the event Participant is in significant noncompliance, the City must notify Participant in writing of the specific violation(s). Any such notice from the City shall detail the specific events, times and extent of the non-compliance. Participant shall provide City with a written plan as to how Participant intends to correct and eliminate further significant noncompliance. Participant is in "significant noncompliance" if its violation meets any one of the following:
- (1) Chronic violations of wastewater discharge limits, defined here as those in which 66 percent or more of all of the measurements taken for the same pollutant parameter during a 6-month period exceed (by any magnitude) a numeric pretreatment Standard or Requirement, including instantaneous limits, as defined by 40 CFR 403.3(l);
 - (2) Technical Review Criteria (TRC) violations, defined by 40 CFR 403.3(l) as those in which 33 percent or more of all of the measurements taken for the same pollutant parameter during a 6-month period equal or exceed the product of the numeric Pretreatment Standard or Requirement including instantaneous limits, as defined by 40 CFR 403.3(l) multiplied by the applicable TRC (TRC = 1.4 for BOD, TSS, fats, oil, and grease, and 1.2 for all other pollutants except pH);
 - (3) Any other violation of a Pretreatment Standard or Requirement as defined by 40 CFR 403.3(l) (daily maximum, long-term average, instantaneous limit, or narrative Standard) that the POTW, as defined by 40 CFR 403.3(l), determines has caused, alone or in combination with other Discharges, Interference or Pass Through (including endangering the health of POTW personnel or the general public);
 - (4) Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the POTW's exercise of its emergency authority under 40 CFR 403.8(f)(1)(vi)(B) to halt or prevent such a discharge.
- L. In the event Participant is in violation of its Participant's Purchase Capacity limits (either daily or 30-day average limits) or other prohibited discharge, the City shall follow its enforcement procedures found in Nevada City Ordinance Section 95.10 and levy applicable Penalty Charges. Participant agrees to pay all applicable Penalty Charges.

ARTICLE IV. COST SHARE

- A. The Parties agree that for the purpose of calculating the Cost Share, the final actual cost of the Treatment Plant including engineering, planning, design, construction administration, and construction costs shall be \$ 61,262,144.84, as adjusted for, and reconciled with, actual costs once the Treatment Plant construction is complete (the "Final Cost").
- B. The Parties mutually agree that the Participant's Cost Share shall be 42.69% of the Final Cost, which is estimated to be \$26,152,810.00, as adjusted for the calculation of the Final

Cost. The Parties agree that Participant has prepaid, prior to the date hereof, \$816,281.00 of the Participant's Cost Share. The remaining balance of the Participant's Cost Share shall be paid to the City in monthly installments as part of Participant's monthly utility bill. The monthly Cost Share amount will be set forth in Schedule G. Any and all late payments by the Participant shall accrue interest at an annual rate equal to 2% until the payment is received.

- C. Participant's payment of the Cost Share includes the guarantee of Participant's Purchased Capacity. The Participant may transfer or sell any unused portion of the Participant's Purchased Capacity to another user provided the Participant receives the City's prior written consent.
- D. In consideration for payment of Participant's Cost Share, the City is obligated to receive and treat the Participant's Purchased Capacity from the Participant for the life of the Agreement. The City may not transfer, re-allocate, or reduce any portion of the Participant's Purchased Capacity without the Participant's prior written consent.
- E. Additionally, Participant agrees to pay 42.69% of the total cost to decommission the City's pre-existing wastewater treatment facilities that require decommissioning in connection with the construction of the Treatment Plant (the "Decommissioning Cost"). Such payment shall be made in monthly payments, based upon the City's actual Decommissioning Cost incurred in the previous month. Participant's payment shall be due within ten (10) days of invoicing. Upon request from Participant, City, within three days of such request, shall provide Participant with invoices and other evidence of the Decommissioning Cost.

ARTICLE V. SEWER SERVICE RATES

- A. The Participant and City agree that the City Sewer Rates in effect as of the date hereof are designed to charge Participant a combination of monthly flow rate and Surcharges that, in the aggregate and on an annual basis, equal to 54% (which percentage was calculated based upon the Participant's proportionate usage of the Sewerage System in the City's fiscal year 2023) of the City's projected annual budget for operation and maintenance of the Sewerage System after completion of the Treatment Plant. The Participant agrees to pay the wastewater sewer user charges to the City monthly as established by City Code. The City Sewer Rates may be adjusted from time to time, subject to Article V, Paragraph B of this Agreement. For the avoidance of doubt, the Participant shall be charged based on the then-current City Sewer Rates, not based upon a certain percentage of the City's annual operation and maintenance budget.
- B. The City has the right to set the rates for wastewater treatment based on operational costs. The City shall review rates at least annually in accordance with its Financial Policy. The City shall provide actual notice to the Participant of any proposed increases in the City Sewer Rates. If the City needs to change treatment process (such as incorporating Micro C or Ferric Chloride), the City will adjust the City Sewer Rates to cover such costs. Should the City increase or decrease the City Sewer Rates, any such increase or decrease

shall be equally applied to the Participant and other Users. For the avoidance of doubt, the percentage increase or decrease in the City Sewer Rates shall be distributed equally among the Users, and Participant shall not be disproportionately adversely impacted.

ARTICLE VI. TERM OF AGREEMENT

- A. This Agreement shall be for a term of twenty (20) years, unless otherwise terminated as provided herein or until superseded by a new Agreement.
- B. The Participant may terminate this Agreement by written notice to the City of no less than 12 months. Upon the designated date provided in the notice, the Participant shall cease discharging Wastewater to the Sewerage System on the effective date of termination. In the event that Participant is in significant noncompliance and fails to remedy such significant noncompliance within 4 months of written notice, the City may order a show cause hearing, after which the City Council may elect to terminate this Agreement upon 30 days' prior written notice to Participant. However, if, prior to the effective date of the termination, the Participant operates at discharge levels that will cure its significant noncompliance and provides the City with a plan of action to maintain future compliance, the City must postpone such termination notice as long as the Participant operates at discharge levels. If the Participant complies with discharge levels for 60 days, the City must withdraw its termination notice. The City must provide proper advanced notice of such hearing to the Participant.

The Participant shall make payment to the City for any remaining balance of Sewer Service Charges and remaining Participant Cost Share as set forth in Article IV by the effective date of termination.

- C. In the future should the IDNR require the City to comply with more stringent discharge limitations from its Sewerage System and realizing that the IDNR will establish a compliance schedule, the City and Participant will work together to the best of their abilities with the IDNR to obtain an amenable compliance schedule for both Parties to achieve compliance with the more stringent discharge limits. The Parties shall enter into good faith negotiations to modify the City Sewer Rates in order to account for any necessary increased or additional costs and any necessary modification to Participant's Purchased Capacity.
- D. Additional capacity needs caused by future expansion of the Participant's facilities will be addressed through good faith negotiations and a modification to this Agreement as the need arises. However, for the avoidance of doubt, no modification of this Agreement shall be effective unless approved by both Parties, pursuant to Article VII, Paragraph G of this Agreement.

ARTICLE VII. MISCELLANEOUS PROVISIONS

- A. Prior to signing this Agreement, the City and the Participant shall have entered into a Revised Treatment Agreement (IDNR Form 542-3221), attached hereto as Schedule D

("Revised Treatment Agreement") that shall be effective upon the completion of the Treatment Plant. The City has submitted the Revised Treatment Agreement to the IDNR.

- B. The City and the Participant both acknowledge that the IDNR has approved the Revised Treatment Agreement. If (a) the IDNR voids or terminates the Revised Treatment Agreement for any reason, or (b) if the IDNR revokes or refuses to issue the City an NPDES permit or NPDES permit amendment for the Sewerage System that would permit the Participant to discharge the Participant's Purchased Capacity, the Participant and the City shall have the option to either (i) terminate this Agreement upon mutual consent or (ii) negotiate in good faith any modifications to this Agreement and the Revised Treatment Agreement, to the extent necessary to meet IDNR requirements. For the avoidance of doubt, none of the foregoing actions from the IDNR shall negate the City's obligations set forth in Article II, Paragraph A of this Agreement, including constructing the Treatment Plant with sufficient capacity to treat the Participant's Purchased Capacity.
- C. Upon request by either Party to this Agreement, the Parties shall meet to discuss the Parties' respective progress under the Agreement, any issues that have arisen in the Parties' respective performance under the Agreement, and any other issues arising from or related to the Agreement, including the City Sewer Rates.
- D. Pursuant to Iowa Code Chapter 22, the City will keep books, records and accounts in which complete entries shall be made available of all transactions and costs relating to the Sewerage System, and such books and records shall at all reasonable times be subject to inspection and copying by any Party to this Agreement. The City shall also provide to the Participant such information regarding the design or other technical information regarding the Treatment Plant and its Sewerage System as allowed by the governing Professional Services Agreements between the City and its consultants for related work as the Participant may request from time to time.
- E. The City and the Participant warrant that each has the right, title and authority to enter into this Agreement and to perform each and every term, covenant and condition in it.
- F. The City and the Participant agree that this Agreement constitutes the entire understanding of the Parties and that no prior or contemporaneous oral or written understandings of the Parties shall be applicable hereto, except as specifically set forth herein. Nothing in this Agreement shall prohibit the City from adopting and enforcing ordinances, rules or regulations providing for pretreatment of Wastewater, exclusion of Wastewater, or the establishment of Sewer Service Charges periodically, provided that no such action shall affect the Participant's rights hereunder.
- G. Except as otherwise expressly provided, this Agreement may not be amended, changed or modified unless the amendment, change or modification is in writing and signed by both Parties.
- H. All notices, requests, and demands provided hereunder shall be in writing and shall be deemed to have been given if and when (i) sent via electronic mail or (ii) delivered, postage prepaid, by certified or registered mail, to:

(1) City of Nevada
Attention: City Administrator
1209 6th Street
P.O. Box 530
Nevada, IA 50201
Email: jcook@cityofnevadaiaowa.org

(2) Burke Marketing Corporation
Attn: Plant Manager
1516 South D Avenue
Nevada, IA 50201
Email: ARSieren@burkecorp.com

With a copy to:
Hormel Foods Corporation
Attention: Corporate Environmental Engineering
1101 North Main Street
Austin, MN 55912
Email: TERaymond@Hormel.com

With an additional copy to:
Hormel Foods Corporation
Attention: Law Department
1 Hormel Place
Austin, MN 55912
Email: MWClausman@Hormel.com

The Parties acknowledge and agree that correspondence and communications regarding day-to-day operations (invoices, sampling reports, etc.) are not subject to the foregoing notice requirement. The Parties shall notify the other party if contact information has changed.

- I. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns, except as herein limited.
- J. Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
- K. Claims and disputes of any type between the City and Participant arising out of or relating to this Agreement which cannot be resolved by negotiation between the Parties shall be brought and maintained in the federal courts of the United States of America or the courts of the State of Iowa, in each case located in the City of Des Moines and County of Polk, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

- L. This Agreement shall supersede any previous agreement for wastewater service between the Parties. Until the Effective Date, the Parties agree to continue to operate under the City's NPDES Permit and the December 22, 2003, Wastewater Agreement, as amended, modified, supplemented or superseded by the Iowa Department of Natural Resources Treatment Agreement Form dated November 11, 2024, attached hereto in Schedule E, except with respect to the City Sewer Rates, which shall be effective upon such rates being approved by the City Council and enacted by the City.
- M. Notwithstanding any other provision in this Agreement, neither Party shall be responsible for damages to the other for any failure to comply with this Agreement resulting from an act of God, riot, public calamity, flood, strike, unforeseeable breakdown of the Treatment Plant and/or the Sewerage System, or other event beyond its reasonable control.
- N. The City shall procure and maintain, with respect to the Sewerage System, public liability insurance with policy limits of at least \$2,000,000 and coverage for any and all personal injury, property damage, or other damages sustained in connection with the Treatment Plant, and the operation or failure to operate the Sewerage System, and such other insurance in types and limits ordinarily carried by public entities engaged in similar operations in the State of Iowa. All insurance shall be procured with companies licensed to do business in the State of Iowa and shall be maintained for the term of this Agreement. Pursuant to Iowa Code Chapter 22, and upon request by the Participant, the City shall provide the Participant with certificates of coverage under all insurance policies.
- O. If all or any portion of the Sewerage System is damaged or destroyed by fire or other casualty, the City, unless prohibited by federal or state law, shall repair or replace the damaged or destroyed facility and shall expend all amounts received by the City by reason of such damage or destruction to the facility toward the cost of performing such repairs and replacements.
- P. The City and the Participant agree that this Agreement and all documents related thereto and referenced herein may be entered into and provided for pursuant to and in accordance with Chapter 554D of the Code of Iowa.
- Q. The City and the Participant agree that the terms in this Agreement are consistent with Section 204(b)(1)(A) of the Federal Clean Water Act and 40 CFR Part 35.2140.
- R. In the event Participant fails to make a monthly payment for their Cost Share, and is delinquent by thirty (30) days or more, in addition any other action set forth herein, the City shall be entitled to assess Participant's Facility for the amount due and owing, which will be collected in the same manner as general property taxes.

[Signature Page to Follow]

IN WITNESS WHEREOF, the City and the Participant have duly executed this Agreement in duplicate originals as of the date first written above.

CITY OF NEVADA, IOWA

ATTEST:

By _____
Ryan Condon
Mayor

By _____
Kerin Wright
City Clerk

**BURKE MARKETING
CORPORATION**

By _____
Andrew Sieren
Plant Manager

SCHEDULE A

Development Agreement

See attached.

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Nevada, Iowa, an Iowa municipal corporation (the "City"), and Burke Marketing Corporation, an Iowa corporation (the "Company"), as of the 13th day of August, 2020 (the "Commencement Date").

PREAMBLE.

WHEREAS, the Company has proposed to undertake the expansion (the "Burke Project") of its physical plant, workforce, operations and research and development activities in the City; and

WHEREAS, the Burke Project will be situated on certain real property (the "Development Property"), such property being legally described on Exhibit A hereto; and

WHEREAS, in order for the Company to reasonably consider the City as the site for its expansion, the City has agreed to provide certain economic development and infrastructure support to the Burke Project; and

WHEREAS, the City and the Company have entered into a contract (the "State Agreement") with the Iowa Economic Development Authority and thereby has been granted assistance through the High Quality Jobs Program (the "IEDA HQJ Program") under Part 13 of Chapter 15 of the Code of Iowa, and such program requires a certain level of local government support for the Burke Project (the "Local Contribution Requirement"); and

WHEREAS, the City has engaged in the planning stages of a necessary overhaul of the City's wastewater treatment facilities (the "WWT Project"), such project being necessary without regard for the Burke Project; and

WHEREAS, the WWT Project is currently anticipated to be completed in 2023 at an estimated construction cost of \$51,500,000 as of the 60% design phase and subject to further revision; and

WHEREAS, the Company is currently a significant user of the City's wastewater treatment system, and the Burke Project will necessitate the inclusion of additional capacity and treatment elements for the system resulting in additional, increased costs for the WWT Project; 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; and

WHEREAS, this Agreement has been prepared to set for the mutual understanding of the parties with respect to the undertaking of the Burke Project, the provision of the Local Contribution Requirement, the construction of and cost sharing for the WWT Project and related matters;

NOW THEREFORE, the parties hereto agree as follows:

AGREEMENT.

A. Company's Representations, Warranties and Covenants.

1. Representations and Warranties. The Company represents and warrants that:

a) The Company is a duly formed and maintained Iowa corporation and has capacity to enter into this Agreement and to perform its obligations hereunder.

b) The construction of the Burke Project would not be undertaken by the Company, and, in the opinion of the Company, would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit provided to the Company by the City under this Agreement.

c) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of, or compliance with, the terms and conditions of this Agreement is prevented, limited by, or conflicts with, or results in a breach of, the terms, conditions or provisions, or any corporate restriction, or any evidences of indebtedness, agreement, or instrument of whatever nature to which the Company is a party, or by which it is bound or constitutes a default under any of the foregoing.

2. Project Construction. At a minimum, the Burke Project shall include construction of the facility expansion as set forth on Exhibit B hereto (the "Minimum Improvements"). The Company has submitted the Site Plan for the development of the Burke Project to the City which was approved by the City. The Company agrees to construct the Burke Project in accordance with the Site Plan. The Burke Project shall be constructed by the Company in accordance with all applicable local, state and Federal regulations governing such facilities and in conformance with such plans and specifications as have been submitted to the City and may be modified from time-to-time in conformity and compliance with all applicable, local land-use regulations. The Company expects to invest approximately \$150,400,000 (which amount may be reduced to the extent of any costs savings on labor or materials versus projection at the planning stage) into the undertaking of the Burke Project, including, but not limited to, construction of the Minimum Improvements, planning and design costs, permits, real estate acquisition, machinery, furnishings, equipment, fixtures, development-period financing and related capital expenditures and increased 3-year research activities.

Company has already commenced the construction of the Minimum Improvements. For purposes of this Agreement, Unavoidable Delays shall include delays, outside the control of the party claiming its occurrence, which are the result of strikes, other labor troubles, shortage of supplies or labor, severe or prolonged bad weather, environmental remediation, failure, Acts of God, fire or other casualty to the Minimum Improvements,

litigation commenced by third parties by injunction or other similar judicial action, or acts of any Federal, state or local governmental unit which directly result in delays (such governmental "acts" shall include, but not be limited to, newly enacted or revised statutes or regulations, or revived statutes or regulations not previously enforced generally).

Subject to Unavoidable Delays and the completion of the City's undertakings contemplated herein (not including the completion of the WWT Project under Section B.5 below), the Company agrees to substantially complete construction of the Burke Project by December 31, 2020 (the "Substantial Completion Date"). The Company agrees for itself, and every successor in interest to the Development Property, or any part thereof, that the Company, and such successors and assigns shall, in good faith, construct and make the Minimum Improvements in accordance with this Agreement.

3. **Project Operations and Maintenance.** The Company agrees to operate and maintain the completed Burke Project and the Development Property as part of its business operations throughout the Term, as hereinafter defined, of this Agreement.

4. **Insurance.** The Company, and any successor in interest to the Company, shall obtain and continuously maintain insurance on the Development Property and the completed Burke Project and, from time to time at the request of the City, furnish proof to the City that the premiums for such insurance have been paid and the insurance is in effect. The insurance coverage described below is the minimum insurance coverage that the Company must obtain and continuously maintain, provided that the Company shall obtain the insurance described in clause (a) below prior to the commencement of construction of the Burke Project (excluding excavation and footings):

a) Builder's risk insurance, written on the so-called "Builder's Risk—Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Burke Project at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

b) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's/Contractor's Policy naming the City, as an additional insured, with limits against bodily injury and property damage of not less than \$2,500,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used), written on an occurrence basis.

c) Workers compensation insurance, with statutory coverage.

All insurance required in this Section shall be obtained and continuously maintained in responsible insurance companies selected by the Company or its successors that are authorized under the laws of the State of Iowa to assume the risks covered by such policies. Unless otherwise provided in this Section, the insurer will not cancel nor make material modifications to the policy without giving written notice to the insured at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Company, or its successors or

assigns, must renew the existing policy or replace the policy with another policy conforming to the provisions of this Section. In lieu of separate policies, the Company or its successors or assigns, may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein. The City understands that the Company is self-insured with a \$2 Million retention and is insured for claims above that amount with an excess liability policy.

The Company, its successors or assigns, agrees to notify the City promptly in the case of damage exceeding \$500,000 in amount to, or destruction of the Burke Project resulting from fire or other casualty. Furthermore, subject to the provisions of applicable financing arrangements, the Company further agrees to apply the proceeds from any and all casualty claims against the insurance detailed in this Section to the restoration and improvement of the Development Property and/or the Burke Project.

5. Property Taxes. The Company agrees to remit timely payment of all property taxes as will come due with respect to any real estate owned by the Company in the City throughout the Term, as hereinafter defined. Except as expressly provided under Section B.2 of this Agreement, the Company further agrees to take no action whatsoever throughout the Term, as hereinafter defined, to exempt any such real property from Iowa real estate taxes, whether through application for tax exemption, transfer of title to an exempt entity or otherwise.

6. Employment Requirements. The Company agrees to establish, and thereafter maintain, (i) by no later than December 31, 2021 ("First Measurement Date"), an employment level of 105 new full-time employees, and (ii) by no later than December 31, 2024 ("Second Measurement Date"), an additional 105 new full-time employees for a total of 210 full-time employees (the "Minimum Jobs Requirement") in connection with the Burke Project in accordance with the terms and conditions set forth in the State Agreement and in this Section A.6. The Company further agrees that by the First Measurement Date, not less than 26 of the new employment positions will have wages and benefits that meet or exceed the minimum standards of the IEDA HQJ Program, and by the Second Measurement Date, not less than 52 of the new employment positions will have wages and benefits that meet or exceed the minimum standards of the IEDA HQJ Program (each, a "High Quality Jobs Requirement").

The Company agrees to submit documentation (the "Jobs Requirement Certification") to the satisfaction of the City by no later than February 15th of each year during the Term, commencing February 15, 2022, demonstrating its compliance with the Minimum Jobs Requirement and the High Quality Jobs Requirement. Each such submission shall demonstrate: (a) the total number of full-time equivalent employees, as defined by Section 261-173.2 of the Iowa Administrative Code, then employed in connection with the Company's operations on the Development Property, as of the December 31st of the immediately preceding calendar year; and (b) wage and benefits information sufficient to demonstrate satisfaction of the High Quality Jobs Requirement. The Company hereby acknowledges that the Minimum Jobs Requirement and the High Quality Jobs Requirement will remain in effect and will not be modified by the terms of the State Agreement.

The Company hereby acknowledges that failure to meet the Minimum Jobs Requirement and/or the High Quality Jobs Requirement will give the City the right to cause a reduction of the Property Valuation Exemption (as hereinafter defined) for one property tax cycle (twelve consecutive months) in a manner set forth on Exhibit E attached hereto. The City will evaluate each Jobs Requirement Certification submitted by the Company on an annual basis and adjust the Property Valuation Exemption accordingly. The City will report any adjustments to the Property Valuation Exemption to the Story County Assessor before April 1st of each year.

7. **Company's Indemnification.** The Company agrees to indemnify, defend and hold harmless the City, its officers, employees, consultants and departments, from and against any and all losses, liabilities, penalties, fines, damages, and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) arising from or in connection with, and limited to, any of the following:

a) Any claim, demand, action, citation or legal proceeding arising out of or resulting from the Company's actions in connection with the Burke Project, except for claims, demands, actions, citations or legal proceedings arising or purportedly arising out of the City's obligations herein or the negligent acts, omissions or misconduct of the City's officers, employees, departments, contractors or agents.

b) Any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that the Company or successors in interest will insure against in connection with the Burke Project and/or the Development Property, except for claims, demands, actions, citations or legal proceedings arising or purportedly arising out of the negligent acts, omissions or misconduct of the City's officers, employees, departments, contractors or agents.

c) Any claim, demand, action, citation or legal proceeding arising out of or resulting from an act or omission of the Company or any of its agents in its or their capacity as an employer of a person.

8. **Wastewater Treatment Costs.** The Company hereby acknowledges that the City has undertaken the study and design of, and will undertake the construction of, the WWT Project, including additional Burke elements as outlined in Exhibit D. The Company acknowledges the benefit that the WWT Project will have for the Company, its current operations and its intended expanded operations. Furthermore, the Company acknowledges that the design process is still underway for the WWT Project and that its scope, description and cost estimates are in flux. The City acknowledges that a WWT Project is necessary despite the Burke Project and agrees that the WWT Project will accommodate Additional Burke Elements. The current understanding of the details of the WWT Project are set forth on Exhibit D to this Agreement. Any changes to elements in Exhibit D will be reflected in a finalized Wastewater Treatment Agreement. The parties agree that once the design elements and end users capacity usage of the WWT Project have been determined, the City and Company will enter into a more technical, detailed contract

(the "Wastewater Treatment Agreement") regarding the treatment of wastewater from the Company's facilities in the City. The Wastewater Treatment Agreement will finalize the details given below which are, at the time of this Agreement, approximated:

Cost Share. The Company agrees that it will bear a percentage (the "Company Baseline Usage Percentage") of the cost (the "Base WWT Project Costs") of the elements of the WWT Project attributable to replacing the City's existing wastewater treatment facility. At the time of a preliminary design meeting between the Company and the City, that percentage was 23.4%, such percentage represents the Company's cost share of the new wastewater treatment facility based on Company loadings at the current operational permit maximum month limits. The Company acknowledges that this percentage will be reasonably adjusted and set forth in the Wastewater Treatment Agreement pending completion of the engineering design analysis with respect to the replacement facility and in consideration of the potential increased usage as a result of the Burke Project. WWT Project design loads and flows have been submitted to the Iowa DNR pursuant to a letter from the Company on February 27, 2019. Updated cost estimates and project parameters will be shared with the Company at a review meeting upon completion of the WWT Project 90% design phase.

The Company acknowledges that the design and bid letting process for the WWT Project will include Additional Burke Elements. Both parties acknowledge that estimates are subject to change as the design process is completed and project bid letting is undertaken. Any changes to these estimates will be memorialized in the Wastewater Treatment Agreement.

B. City's Representations, Warranties and Obligations.

1. Representations and Warranties. The City represents and warrants that:

a) The City has all the powers of a municipal corporation under the laws of the State of Iowa. The City has the authority to enter into this Agreement and to carry out its obligations hereunder.

b) The City has reviewed and approved this Agreement in accordance with the requirements of the Code of Iowa.

2. Property Valuation Exemption. As part of the State Agreement, the City has agreed to contribute certain tax abatements for the Burke Project. The City by and through the resolution approving this Agreement has authorized the granting of the Property Valuation Exemption with respect to the real property valuation (the "Added Valuation") to be added to the Development Property by the undertaking of the Burke Project. The Property Valuation Exemption shall apply to One Hundred percent (100%), unless reduced pursuant to Section A.6 above, of the Added Valuation for a period of ten (10) consecutive years commencing with the year in which the Minimum Improvements

are first fully assessed for property taxation (the "City's Local Contribution Requirement").

The City acknowledges that the Development Property may be partially assessed for property taxation on January 1, 2020 and that the Company will pay property taxes on such partial assessment. The City further acknowledges that it is anticipated that the Development Property may be fully assessed for property taxation as of January 1, 2021, and the Property Valuation Exemption will begin on the date when such property is fully assessed and continue for a period of (10) consecutive years.

To the extent that the Company fails to comply with the requirements of Sections A.3, A.6 and/or A.8 of this Agreement, or any extensions granted by the State pursuant to the State Agreement, the City shall have the right to reduce or terminate the Property Valuation Exemption in accordance with the eligibility and compliance terms of this Agreement.

3. **Construction of South D Avenue.** The City has applied for and been granted a R.I.S.E. Grant for the proposed construction of South D Avenue (the "**South D Avenue Project**") from S. 11th Street to S. 14th Street. The City has undertaken the construction of South D Avenue in calendar year 2019. The project was substantially completed in November 2019 and fully completed in April 2020.

4. **Certificate of Completion.** Upon completion of construction of the Burke Project by the Company in accordance with the terms of this Agreement, the City shall furnish to the Company an appropriate completion certificate (the "Completion Certificate"), in substantially the form contained in Exhibit C hereto, so certifying. Within 30 days after written request by the Company, City shall provide to the Company such certification or a written statement providing in adequate detail, the manner in which the Company has failed to construct the Burke Project in accordance with this Agreement, or otherwise in default in the performance of its obligation(s) hereunder, and the measure(s) or action(s) that must be taken to construct the Burke Project in accordance with this Agreement or cure such default.

5. **WWT Project.** The City agrees to undertake the construction of the WWT Project, including Additional Burke Elements, in accordance with the timeline and details set forth on Exhibit D hereto. At the time of initial execution of this Agreement, the details set forth on Exhibit D are preliminary and evolving with engineers representing the City consulting the Company in the design process. Any changes to elements in Exhibit D will be reflected in a finalized Wastewater Treatment Agreement.

6. **City's Indemnification.** The City agrees that it will indemnify, defend, and hold harmless Company, its officers, employees, contractors and agents, from and against any and all claims or causes of action arising or purportedly arising out of the actions of the City in connection with the City's activities in Section B.3 and B.5 above, except for amounts owed under Section A.8 above and the Wastewater Treatment Agreement, claims or causes of action arising or purportedly arising out of the negligent acts or omissions of the Company's officers, employees, contractors or agents.

C. Administrative Provisions

1. Amendment and Assignment. This Agreement may not be amended or assigned by either party without the written consent of the other Party.

2. Successors. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties. It is intended that this Agreement shall run with the Development Property and shall be promptly recorded in the real property records in the office of the Story County Recorder following due authorization and execution by the parties.

3. Term. The term (the "Term") of this Agreement shall commence on the Commencement Date and end on December 31 of the tenth and final year of the Property Valuation Exemption as set forth in Section B.2 above.

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

5. Further Assurances. The City and the Company agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the property described herein or the Burke Project, or for carrying out the expressed intention of this Agreement.

6. Notices. Except as otherwise expressly provided in this Agreement, a notice or other communication under the Agreement, by either the City or the Company to the other, shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and:

- a) In the case of the Company, is addressed to or delivered personally to:

Burke Marketing Corporation
Attention: Chad Randick
1516 South D Avenue
Nevada, IA 50201

with a copy to:

Hormel Foods Corporation
attn.: General Counsel
1 Hormel Place
Austin, MN 55912

- ii) In the case of City, is addressed to or delivered personally to City Administrator, City Hall, 1209 6th Street, Nevada, Iowa 50201.

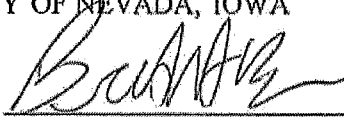
iii) Either Party may upon written notice to the other Party, change the address to which such notices and demands are made.

7. **Counterparts.** This Agreement is executed in any number of counterparts, each of which when taken together shall constitute one and the same instrument.

8. **Titles of Sections and Preamble.** Any titles of the several parts and sections of this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of its provisions. The facts and definitions set forth in the preamble hereof are, however, binding terms of the contract and enforceable against both parties hereto.

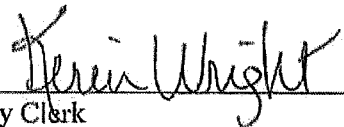
The City and the Company have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF NEVADA, IOWA

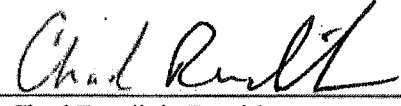
By: 

Mayor Brett Barker

Attest:


City Clerk

BURKE MARKETING CORPORATION

By: 

Chad Randick, President



STATE OF IOWA)

) ss.

COUNTY OF STORY)

The foregoing instrument was acknowledged before me this 19th day of August, 2020, by Brett Barker and Kerin Wright, the Mayor and City Clerk respectively, of the City of Nevada, Iowa, a municipal corporation and political subdivision of the State of Iowa, on behalf of the City.



A handwritten signature in cursive script that reads "Donna Mosinski".

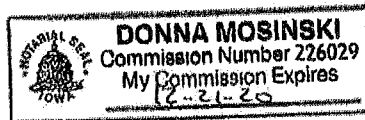
Notary Public

STATE OF IOWA)

) ss.

COUNTY OF STORY)

The foregoing instrument was acknowledged before me this 19th day of August, 2020, by Chad Randick, of Burke Marketing Corporation, an Iowa corporation.



A handwritten signature in cursive script that reads "Donna Mosinski".

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY:

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

A parcel of land located in and forming a part of LOT 6 of SMITH AND FAWCETT SUBDIVISION, PARCEL "A", PARCEL

"B" and PARCEL "D" of the South Half of the Southeast Quarter of Section 8, LOT 1 of HILDRETH ADDITION, part of the Northeast Quarter of the Northeast Quarter of Section 17, all in Township 83 North, Range 22 West of the 5th P.M., City of Nevada, Story County, Iowa, more particularly described as follows:

Commencing at the South Quarter Corner of Section 8, Township 83 North, Range 22 West of the 5th P.M., City of Nevada, Story County, Iowa; thence North 89°50'58" West along the South Line of the Southeast Quarter of the Southeast Quarter of said Section 8, a distance of 250.34 feet to the Point of Beginning and the Easterly Corner of PARCEL "C", as recorded in Instrument No. 12-06682 of the Story County Recorder's Office; thence South 73°20'12" West along the South Line of said PARCEL "C" and the North Right-of-Way Line of U.S. Highway 30, a distance of 275.58 feet to the Southwest Corner of said PARCEL "C"; thence Southwesterly along a curve concave Northwesterly having a radius of 5842.00 feet, an arc length of 502.42 feet, a chord length of 502.26 feet and a chord bearing of South 73°46'35" West along the North Right-of-Way Line of U.S. Highway 30; thence South 71°21'21" West along the North Right-of-Way Line of U.S. Highway 30, a distance of 334.65 feet to a point on the East Line of LOT 1 of HILDRETH ADDITION, an Official Plat, now included in and forming a part of the City of Nevada, Story County, Iowa; thence continuing South 71 °21 '21" West along the North Right-of-Way Line of U.S. Highway 30, a distance of 363.76 feet to a point on the West Line of said LOT 1; thence North 00°10'55" East along the West Line of said LOT 1, a distance of 405.08 feet to a point on the South Right-of-Way Line of South "D" Avenue; thence North

89°42'31" East along the South Right-of-Way Line of South "D" Avenue, a distance of 68.94 feet to the Southwest Corner of PARCEL "B", as recorded in Instrument No. 02-03343 of the Story County Recorder's Office; thence North 00°20'41 " East along the West Line of said PARCEL "B", a distance of 66.00 feet to the Northwest Corner of said PARCEL "B"; thence Northwesterly along a curve concave Southwesterly having a radius of 25.00 feet, an arc length of 39.40 feet, a chord length of 35.45 feet and a chord bearing of North 45°08'21" West along the West Line of LOT 6 of SMITH AND FAWCETT SUBDIVISION, an Official Plat, now included in and forming a part of the City of Nevada, Story County, Iowa, and the East Right-of-Way Line of South 14th Street; thence North 00°00'46" East along the West Line of said LOT 6 and the East Right-of-Way Line of South

14th Street, a distance of 450.67 feet; thence Northeasterly along a curve concave
Northwesterly having a radius of 25.00 feet, an arc length of 39.17 feet, a chord length of
35.28 feet and a chord bearing of North 44°53'45" East along the West Line of said LOT 6
and the East Right-of-Way Line of South 14th Street to a point on the North Line of said
LOT 6 and the South

Right-of-Way Line of South "B" Avenue; thence North 89°46'44" East along the North
Line of said LOT 6 and the South

Right-of-Way Line of South "B" Avenue, a distance of 905.99 feet; thence South 81
°26'40" East along the North Line of said LOT 6 and the South Right-of-Way Line of South
"B" Avenue, a distance of 289.72 feet to a point on the East Line of said LOT 6; thence
South 00°00'11" West along the East Line of said LOT 6 and the East Line of PARCEL
"A", as recorded in Instrument No. 02-03343 of the Story County Recorder's Office, a
distance of 490.26 feet to a point on the North Line of said PARCEL

"C" and the Southeast Corner of PARCEL "A" thence North 89°50'58" East along the
North Line of said PARCEL "C", a distance of 145.07 feet to the Point of Beginning,
containing 21.50 Acres, subject to all easements, covenants and restrictions of record.

EXHIBIT B

DETAILS OF BURKE PROJECT/MINIMUM IMPROVEMENTS

Construct a 200,000 square foot plant expansion to increase utilization of the current Nevada, IA manufacturing site. Proposed expansion would be connected to the existing Nevada plant. Proposed expansion would include building, equipment, receiving & shipping areas, dry storage, freezer, welfare areas, boiler room, ammonia refrigeration, CO2 storage, storm water retention, parking, as well as wastewater & grease handling investments and other needed infrastructure and processing support.

EXHIBIT C

COMPLETION CERTIFICATE:

CERTIFICATE OF COMPLETION

WHEREAS, the City of Nevada, (the "City") and Burke Marketing Corporation (the "Company"), did on or about the ____ day of _____, 2020, make, execute and deliver, each to the other, a Development Agreement (the "Agreement"), wherein and whereby the Company agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City, defined in said Agreement as the Development Property; and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property and obligated the Company to construct certain Minimum Improvements, as defined therein, in accordance with the Agreement; and

WHEREAS, the Company agrees that, to the present date, said covenants and conditions are met insofar as they relate to the construction of said Minimum Improvements in a manner deemed by the City to be in conformance with the approved building plans to permit the execution and recording of this certification.

NOW, THEREFORE, pursuant to Section B.4 of the Agreement, this certifies that all covenants and conditions of the Agreement with respect to the obligations of the Company to construct the Minimum Improvements on the Development Property have been completed and performed satisfactorily by the Company. All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

City of Nevada, Iowa

By: _____,
_____, Mayor

ATTEST:

By: _____
Kerin Wright, City Clerk

EXHIBIT D

DETAILS OF WWT PROJECT AND ADDITIONAL BURKE ELEMENTS

Project Description

This project shall construct: a new sanitary sewer lift station and force main at the existing wastewater treatment plant site; new gravity interceptor sewer; and new wastewater treatment facility. These facilities shall convey and treat the combined domestic, commercial, and industrial wastewaters for the City of Nevada.

The combined wastewater shall be conveyed from the existing wastewater treatment plant site via lift station and related force main(s) to a gravity interceptor sewer with ultimate disposal at a new wastewater treatment facility approximately 3.5 miles south of the City.

The wastewater treatment processes shall consist of: preliminary treatment including, screening and grit removal; enhanced biological phosphorus removal process secondary treatment; secondary clarification; ultraviolet disinfection of secondary effluent; aerobic digestion for solids treatment and stabilization; liquid biosolids storage; land application of biosolids. Screenings residuals shall be landfilled. Grit residuals shall be either beneficially repurposed or landfilled.

Company Design Wastewater Parameters

Table E-1 lists the wastewater design flows and loads as provided by the Company's engineering consultant on February 27, 2019. These values are the basis for the Company's design flows and loads as submitted to and approved by the Iowa DNR.

Table E-1 Company Wastewater Design Flows and Loads											
Flow, MGD		cBOD, lbs/d		BOD, lbs/d		TSS, lbs/d		TKN, lbs/d		P, lbs/d	
30-d Avg.	Daily Max.	30-d Avg.	Daily Max.	30-d Avg.	Daily Max.	30-d Avg.	Daily Max.	30-d Avg.	Daily Max.	30-d Avg.	Daily Max.
0.50	0.70	4,200	8,700	5,040	10,440	950	2,500	500	1,110	200	350

Tentative Project Timeline

WWTF Design – 90% completion milestone	August 2020
WWTF Design Completion	October 2020
WWTF Bidding	February 2021
LS & Interceptor Sewer Design Completion	June 2021
WWTF – Start Construction	July 2021
LS & Interceptor Sewer Bidding	October 2021
LS & Interceptor Sewer – Start Construction	January 2022
WWTF – Complete Construction	November 2023
LS & Interceptor Sewer – Complete Construction	November 2023

EXHIBIT E

Pursuant to Section B.2 of the Agreement, it is understood that if the Minimum Improvements are first fully assessed for property taxation in tax year 2020, for taxes payable in 2021, the increase in taxes related to the Minimum Improvements will be 100% abated without a Minimum Jobs Requirement or High Quality Jobs requirement and this will be year 1 of 10 for abatement purposes. If the Minimum Improvements are first fully assessed for property taxation in tax year 2021 or later, the year in which the Minimum Improvements are fully assessed will become year 1 of 10 of abatement.

For reference purposes, the baseline for measuring the new jobs created is the "Employment Base" set forth in the State Agreement, which consisted of 339 full-time employees in existence before the state award was made. There were 83 High-Quality Jobs positions in existence before the state award was made. Measurement of the Minimum Jobs Requirement and High Quality Jobs Requirement will be made against this employment base as outlined in the State Agreement.

(1) Subject to item (4) below, for the years commencing January 1, 2021, and ending December 31st of 2021, 2022 and 2023 the following will apply:

- (a) For each employee shortfall compared to the applicable Minimum Jobs Requirement for those periods (105 new full-time employees), the City will have the right to reduce the Property Valuation Exemption by 100 basis points, or 1.0% per employee shortfall with respect to that year.
- (b) For every employee shortfall compared to the applicable High Quality Jobs Requirement for those periods (26 total High Quality Jobs), the City will have the right to reduce the Property Valuation Exemption by 200 basis points, or 2.0% per employee shortfall with respect to that year.

(2) Subject to items (3) and (4) below, for the following years, commencing January 1, 2024 and ending December 31st 2024 through the tenth and final year of the Property Valuation Exemption as set forth in Section B.2 of the Agreement, the following will apply:

- (a) For each employee shortfall compared to the applicable Minimum Jobs Requirement for those periods (210 total new full-time employees), the City will have the right to reduce the Property Valuation Exemption by 50 basis points, or 0.50% per employee shortfall with respect to that year. In the event that item 3(a) below applies for the given year, the penalty in this item (2)(a) will not apply.
- (b) For every employee shortfall compared to the applicable High Quality Jobs Requirement for those periods (52 total High Quality Jobs), the City will have the right to reduce the Property Valuation Exemption by 200 basis points, or 2% per employee shortfall with respect to that year. In the event that item 3(b) below applies for the given year, the penalty in this item (2)(b) will not apply.

(3) Subject to item (4) below, commencing January 1, 2024 and ending December 31, of the tenth and final year of the Property Valuation Exemption as set forth in Section B.2 of the Agreement, the following will apply:

(a) failure to the meet the Minimum Jobs Requirement for three (3) consecutive years (beginning with year ending December 31, 2024), by more than 20 employees each year, will give the City the right to impose a shortfall penalty of two (2) times the calculated shortfall percentage for that given year. This shortfall penalty would be in place of the penalty in (2)(a) above, and is the only shortfall penalty that could apply for that year with respect to a Minimum Jobs Requirement shortfall.

(b) failure to the meet the High Quality Jobs Requirement for three (3) consecutive years (beginning with year ending December 31, 2024), by more than 5 employees each year, will the City the right to impose a shortfall penalty of two (2) times the calculated percentage for that given year. This shortfall penalty would be in place of the penalty in (2)(b) above, and is the only shortfall penalty that could apply for that year with respect to a High Quality Jobs Requirement shortfall.

(4) If the Company falls short in both the Minimum Jobs Requirement and the High Quality Jobs requirement in a given year, the higher shortfall penalty of the two calculations for the given year may be used for modification purposes, but the penalties will not be combined. The shortfall penalty will be based on only the highest percentage calculation of the two.

SCHEDULE B

City Sewer Rates

See attached.

Schedule B is subject to revision of the City Council. Sewer rates shall comply with the then current City Ordinance.

SCHEDULE C

NPDES Permit

See attached.

IOWA DEPARTMENT OF NATURAL RESOURCES
National Pollutant Discharge Elimination System (NPDES) Permit

OWNER NAME & ADDRESS

CITY OF NEVADA
CITY HALL, 1209 6TH STREET
NEVADA, IA 50201

FACILITY NAME & ADDRESS

NEVADA CITY OF WWTP
62512 270TH STREET
Nevada, IA 50201

Section 1, T82N, R21W
Story County

IOWA NPDES PERMIT NUMBER: 8562002
DATE OF ISSUANCE: 05/01/2025
DATE OF EXPIRATION: 04/30/2030

**YOU ARE REQUIRED TO FILE FOR RENEWAL
OF THIS PERMIT BY:** 11/01/2029
EPA NUMBER: IA0053648

This permit is issued pursuant to the authority of section 402(b) of the Clean Water Act (33 U.S.C. 1342(b)), Iowa Code section 455B.174, and rule 567-64.3, Iowa Administrative Code. You are authorized to operate the disposal system and to discharge the pollutants specified in this permit in accordance with the effluent limitations, monitoring requirements and other terms set forth in this permit.

Pursuant to rule 561-7.4, Iowa Administrative Code, you may appeal any condition of this permit by filing a written notice of appeal and request for administrative hearing with the director of the department within 60 days of permit issuance.

Any existing, unexpired Iowa operation permit or Iowa NPDES permit previously issued by the department for the facility identified above is revoked by the issuance of this permit. This provision does not apply to any authorization to discharge under the terms and conditions of a general permit issued by the department or to any permit issued exclusively for the discharge of stormwater.

FOR THE DEPARTMENT OF NATURAL RESOURCES

Digitally signed by Ben Hucka
Date: 2025.04.28 10:58:47 -05'00'

By **Ben Hucka**

Ben Hucka
NPDES Section, Environmental Services Division

Facility Name: NEVADA CITY OF WWTP
Permit Number: 8562002

Outfall No.: 001 DISCHARGE FROM AN OXIDATION DITCH WASTEWATER TREATMENT FACILITY

Receiving Stream: WEST BRANCH INDIAN CREEK

Route of Flow: WEST BRANCH INDIAN CREEK

Class A2 waters are secondary contact recreational use waters in which recreational or other uses may result in contact with the water that is either incidental or accidental. During the recreational use, the probability of ingesting appreciable quantities of water is minimal. Class A2 uses include fishing, commercial and recreational boating, any limited contact incidental to shoreline activities and activities in which users do not swim or float in the water body while on a boating activity.

Waters designated Class B(WW2) are those in which flow or other physical characteristics are capable of supporting a resident aquatic community that includes a variety of native nongame fish and invertebrate species. The flow and other physical characteristics limit the maintenance of warm water game fish populations. These waters generally consist of small perennially flowing streams.

Bypasses from any portion of a treatment facility or from a sanitary sewer collection system designed to carry only sewage are prohibited.

Facility Name: NEVADA CITY OF WWTP
 Permit Number: 8562002

Effluent Limitations:

You are prohibited from discharging pollutants except in compliance with the following effluent limitations:

001 DISCHARGE FROM AN OXIDATION DITCH WASTEWATER TREATMENT FACILITY

Outfall: 001 Effective Dates: 05/01/2025 to 04/30/2030			
Parameter	Season	Limit Type	Limits
CBOD5			
	Yearly	7 Day Average	40 MG/L 1007 LBS/DAY
	Yearly	30 Day Average	25 MG/L 630 LBS/DAY
TOTAL SUSPENDED SOLIDS			
	Yearly	7 Day Average	85% Removal Required
	Yearly	30 Day Average	45 MG/L 1133 LBS/DAY
	Yearly	30 Day Average	30 MG/L 756 LBS/DAY
ACUTE TOXICITY, CERIODAPHNIA			
	Yearly	Daily Maximum	1 NO TOXICITY
ACUTE TOXICITY, PIMEPHALES			
	Yearly	Daily Maximum	1 NO TOXICITY
DISSOLVED OXYGEN			
	Yearly	Daily Minimum	5.0 MG/L
PH			
	Yearly	Daily Maximum	9.0 STD UNITS
	Yearly	Daily Minimum	6.5 STD UNITS
E. COLI			
	MAR	Geometric Mean	211 #/100 ML
	APR	Geometric Mean	211 #/100 ML
	MAY	Geometric Mean	211 #/100 ML
	JUN	Geometric Mean	211 #/100 ML
	JUL	Geometric Mean	211 #/100 ML
	AUG	Geometric Mean	211 #/100 ML
	SEP	Geometric Mean	211 #/100 ML
	OCT	Geometric Mean	211 #/100 ML
	NOV	Geometric Mean	211 #/100 ML

Facility Name: NEVADA CITY OF WWTP

Permit Number: 8562002

Outfall: 001 Effective Dates: 05/01/2025 to 04/30/2030			
Parameter	Season	Limit Type	Limits
AMMONIA NITROGEN (N)			
	JAN	30 Day Average	3.5 MG/L 87.6 LBS/DAY
	JAN	Daily Maximum	15.2 MG/L 382.8 LBS/DAY
	FEB	30 Day Average	4.1 MG/L 101.6 LBS/DAY
	FEB	Daily Maximum	14.2 MG/L 357.8 LBS/DAY
	MAR	30 Day Average	3.5 MG/L 87.5 LBS/DAY
	MAR	Daily Maximum	14.7 MG/L 370.1 LBS/DAY
	APR	30 Day Average	1.6 MG/L 39.2 LBS/DAY
	APR	Daily Maximum	15.7 MG/L 395.7 LBS/DAY
	MAY	30 Day Average	1.8 MG/L 44.7 LBS/DAY
	MAY	Daily Maximum	15.2 MG/L 382.7 LBS/DAY
	JUN	30 Day Average	1.4 MG/L 33.7 LBS/DAY
	JUN	Daily Maximum	12.7 MG/L 292.2 LBS/DAY
	JUL	30 Day Average	1.0 MG/L 25.8 LBS/DAY
	JUL	Daily Maximum	8.8 MG/L 199.0 LBS/DAY
	AUG	30 Day Average	1.0 MG/L 24.5 LBS/DAY
	AUG	Daily Maximum	8.2 MG/L 186.4 LBS/DAY
	SEP	30 Day Average	1.1 MG/L 27.2 LBS/DAY
	SEP	Daily Maximum	11.3 MG/L 256.9 LBS/DAY
	OCT	30 Day Average	1.6 MG/L 40.0 LBS/DAY
	OCT	Daily Maximum	15.7 MG/L 395.7 LBS/DAY
	NOV	30 Day Average	2.4 MG/L 59.7 LBS/DAY
	NOV	Daily Maximum	14.7 MG/L 370.1 LBS/DAY
	DEC	30 Day Average	2.6 MG/L 63.6 LBS/DAY
	DEC	Daily Maximum	16.0 MG/L 402.2 LBS/DAY

Facility Name: NEVADA CITY OF WWTP
Permit Number: 8562002

Monitoring and Reporting Requirements

- (a) Samples and measurements taken shall be representative of the volume and nature of the monitored wastewater.
- (b) Analytical and sampling methods specified in 40 CFR Part 136 or other methods approved in writing by the department shall be utilized. All effluent samples for which a limit applies must be analyzed using sufficiently sensitive methods (i.e. testing procedures) approved under 567 IAC Chapter 63 and 40 CFR Part 136 for the analysis of pollutants or pollutant parameters or as required under 40 CFR chapter I, subchapter N or O.

For the purposes of this paragraph, an approved method is sufficiently sensitive when:

- (1) the method minimum level (ML) is at or below the level of the effluent limit established in the permit for the measured pollutant or pollutant parameter; or
- (2) the method has the lowest ML of the approved analytical methods for the measured pollutant or pollutant parameter.

Samples collected for operational testing need not be analyzed by approved analytical methods; however, commonly accepted test methods should be used.

- (c) You are required to report all data including calculated results needed to determine compliance with the limitations contained in this permit. The results of any monitoring not specified in this permit performed at the compliance monitoring point and analyzed according to 40 CFR Part 136 shall be included in the calculation and reporting of any data submitted in accordance with this permit. This includes daily maximums and minimums, 30-day averages and 7-day averages for all parameters that have concentration (mg/l) and mass (lbs/day) limits. In addition, flow data shall be reported in million gallons per day (MGD).

- (d) Records of monitoring activities and results shall include for all samples: the date, exact place and time of the sampling; the dates the analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses.

- (e) Results of all monitoring shall be recorded on forms provided by, or approved by, the department, and shall be submitted to the appropriate regional field office of the department by the fifteenth day following the close of the reporting period. Your reporting period is on a MONTHLY basis, ending on the last day of each reporting period.

- (f) Operational performance monitoring for treatment unit process control shall be conducted to ensure that the facility is properly operated in accordance with its design. The results of any operational performance monitoring need not be reported to the department, but shall be maintained in accordance with rule 567 IAC 63.2 (455B). The results of any operational performance monitoring specified in this permit shall be submitted to the department in accordance with these reporting requirements.

- (g) Chapter 63 of the rules provides you with further explanation of your monitoring requirements.

Facility Name: NEVADA CITY OF WWTP
Permit Number: 8562002

Outfall	Wastewater Parameter	Sample Frequency	Sample Type	Monitoring Location
The following monitoring requirements shall be in effect from 05/01/2025 to 04/30/2030				
001	BIOCHEMICAL OXYGEN DEMAND (BOD5)	3 TIMES PER WEEK	24 HOUR COMPOSITE	RAW WASTE
001	FLOW	7/WEEK OR DAILY	24 HOUR TOTAL	RAW WASTE
001	NITROGEN, TOTAL (AS N)	1 TIME PER WEEK	24 HOUR COMPOSITE	RAW WASTE
001	NITROGEN, TOTAL KJELDAHL (AS N)	1 EVERY MONTH	24 HOUR COMPOSITE	RAW WASTE
001	PH	3 TIMES PER WEEK	GRAB	RAW WASTE
001	PHOSPHORUS, TOTAL (AS P)	1 TIME PER WEEK	24 HOUR COMPOSITE	RAW WASTE
001	TEMPERATURE	3 TIMES PER WEEK	GRAB	RAW WASTE
001	TOTAL SUSPENDED SOLIDS	3 TIMES PER WEEK	24 HOUR COMPOSITE	RAW WASTE
001	ACUTE TOXICITY, CERIODAPHNIA	1 EVERY 12 MONTHS	24 HOUR COMPOSITE	FINAL EFFLUENT
001	ACUTE TOXICITY, PIMEPHALES	1 EVERY 12 MONTHS	24 HOUR COMPOSITE	FINAL EFFLUENT
001	AMMONIA NITROGEN (N)	3 TIMES PER WEEK	24 HOUR COMPOSITE	FINAL EFFLUENT
001	CBOD5	3 TIMES PER WEEK	24 HOUR COMPOSITE	FINAL EFFLUENT
001	DISSOLVED OXYGEN	3 TIMES PER WEEK	GRAB	FINAL EFFLUENT
001	E. COLI	GEO. MEAN 1/3 MONTHS	GRAB	FINAL EFFLUENT
001	NITROGEN, TOTAL (AS N)	1 TIME PER WEEK	24 HOUR COMPOSITE	FINAL EFFLUENT
001	PH	5 TIMES PER WEEK	GRAB	FINAL EFFLUENT
001	PHOSPHORUS, TOTAL (AS P)	1 TIME PER WEEK	24 HOUR COMPOSITE	FINAL EFFLUENT
001	TEMPERATURE	3 TIMES PER WEEK	GRAB	FINAL EFFLUENT
001	TOTAL SUSPENDED SOLIDS	3 TIMES PER WEEK	24 HOUR COMPOSITE	FINAL EFFLUENT

Facility Name: NEVADA CITY OF WWTP
Permit Number: 8562002

Special Monitoring Requirements

Outfall # Description
001 E. COLI

The limit for E. coli specified in the limit pages of this permit is a geometric mean. The disinfection season is established in the Iowa Administrative Code, Subparagraph 567 IAC 61.3(3)"a"(1), and is in effect from March 15 to November 15. Any disinfection system (chlorine, UV light, etc.) shall be operated to comply with the limit during the entire disinfection season.

The facility must collect and analyze a minimum of five samples in one calendar month during each 3-month period from March 15 to November 15. The 3-month periods are March – May, June – August, and September – November. The collection of five samples in each 3-month period will result in a minimum of 15 samples being collected during a calendar year. For example, for the first 3-month period, the operator may choose April as the calendar month to collect the 5 individual E. coli samples to determine compliance with the limits. The operator may also choose the months of March or May as well, as long as each of the 5 samples is collected during a single calendar month. The same principle applies to the other two 3-month periods during the disinfection season. The following requirements apply to the individual samples collected in one calendar month:

Samples must be spaced over one calendar month.

No more than one sample can be collected on any one day.

There must be a minimum of two days between each sample.

No more than two samples may be collected in a period of seven consecutive days.

If the effluent has been disinfected using chlorine, ultraviolet light (UV), or any other process intended to disrupt the biological integrity of the E. coli, the samples shall be analyzed using the Most Probable Number method found in Standard Method 9223B (Colilert® or Colilert-18® made by IDEXX Laboratories, Inc.). If the effluent has not been disinfected the samples may be analyzed using either the MPN method above or EPA Method 1603: Escherichia coli (E. coli) in water by membrane filtration using modified membrane-thermotolerant E. coli agar (modified mTEC) or mColiBlue-24® made by the Hach Company.

The geometric mean must be calculated using all valid sample results collected during a month. The geometric mean formula is as follows:
$$\text{Geometric Mean} = (\text{Sample one} * \text{Sample two} * \text{Sample three} * \text{Sample four} * \text{Sample five} \dots \text{Sample N})^{1/N}$$
, which is the Nth root of the result of the multiplication of all of the sample results where N = the number of samples. If a sample result is a less than value, the value reported by the lab without the less than sign should be used in the geometric mean calculation.

CBOD5

If the CBOD5 sample is taken post disinfection, the sample must be seeded at the laboratory prior to analysis.

NITROGEN, TOTAL (AS N)

Total nitrogen shall be determined by testing for Total Kjeldahl Nitrogen (TKN) and nitrate + nitrite nitrogen and reporting the sum of the TKN and nitrate + nitrite results (reported as N). Nitrate + nitrite can be analyzed together or separately.

Facility Name: NEVADA CITY OF WWTP
Permit Number: 8562002

ADDITIONAL OPERATING, MONITORING AND REPORTING REQUIREMENTS

In addition to the monitoring requirements specified elsewhere in this permit, you shall collect samples of the final effluent from outfall 001 on days when the plant is operating normally to complete the NPDES permit application. Form 30, Part A (Questions 18 and 19) and Form 30, Part B (3 separate pollutant scans) shall be completed. The samples you collect must be representative of the actual discharge and shall be analyzed using sufficiently sensitive methods (i.e., testing procedures) approved under 567 IAC Chapter 63 and 40 CFR Part 136.

The lab reports with the analytical results shall be submitted to the email address below no later than May 1, 2026. The analytical results will be evaluated and the department will reopen this permit if it is determined that there is a reasonable potential for the discharge to cause or contribute to a water quality standards violation.

npdes.mail@dnr.iowa.gov
Subject: Additional Monitoring (8562002)

Facility Name: NEVADA CITY OF WWTP

Permit Number: 8562002

Significant Industrial User Discharges:

Significant Industrial User: Burke Corporation

Outfall # Outfall Description

001 Wastewater from meat processing after pretreatment and prior to discharge to the city sanitary sewer.

Significant Industrial User Effluent Limitations

You are prohibited from discharging pollutants except in compliance with the following effluent limitations:

Burke Corporation			
Outfall: 001 Effective Dates: 05/01/2025 to 04/30/2030			
<u>Parameter</u>	<u>Season</u>	<u>Limit Type</u>	<u>Limit Values</u>
FLOW			
	Yearly	30 Day Average	0.5000 MGD
	Yearly	DAILY MAXIMUM	0.7000 MGD
BIOCHEMICAL OXYGEN DEMAND (BOD5)			
	Yearly	30 Day Average	5040 LBS/DAY
	Yearly	DAILY MAXIMUM	10440 LBS/DAY
TOTAL SUSPENDED SOLIDS			
	Yearly	30 Day Average	950 LBS/DAY
	Yearly	DAILY MAXIMUM	2500 LBS/DAY
NITROGEN, TOTAL KJELDAHL (AS N)			
	Yearly	30 Day Average	500 LBS/DAY
	Yearly	DAILY MAXIMUM	1100 LBS/DAY
OIL AND GREASE			
	Yearly	30 Day Average	300 MG/L
	Yearly	DAILY MAXIMUM	300 MG/L
PH			
	Yearly	DAILY MAXIMUM	9.5 STD UNITS
	Yearly	DAILY MINIMUM	5.5 STD UNITS

Facility Name: NEVADA CITY OF WWTP
Permit Number: 8562002

Monitoring and Reporting Requirements

- (a) Samples and measurements taken shall be representative of the volume and nature of the monitored wastewater.
- (b) Analytical and sampling methods specified in 40 CFR Part 136 or other methods approved in writing by the department shall be utilized. All effluent samples for which a limit applies must be analyzed using sufficiently sensitive methods (i.e. testing procedures) approved under 567 IAC Chapter 63 and 40 CFR Part 136 for the analysis of pollutants or pollutant parameters or as required under 40 CFR chapter I, subchapter N or O.

For the purposes of this paragraph, an approved method is sufficiently sensitive when:

- (1) the method minimum level (ML) is at or below the level of the effluent limit established in the permit for the measured pollutant or pollutant parameter; or
- (2) the method has the lowest ML of the approved analytical methods for the measured pollutant or pollutant parameter.

Samples collected for operational testing need not be analyzed by approved analytical methods; however, commonly accepted test methods should be used.

- (c) You are required to report all data including calculated results needed to determine compliance with the limitations contained in this permit. The results of any monitoring not specified in this permit performed at the compliance monitoring point and analyzed according to 40 CFR Part 136 shall be included in the calculation and reporting of any data submitted in accordance with this permit. This includes daily maximums and minimums, 30-day averages and 7-day averages for all parameters that have concentration (mg/l) and mass (lbs/day) limits. In addition, flow data shall be reported in million gallons per day (MGD).
- (d) Records of monitoring activities and results shall include for all samples: the date, exact place and time of the sampling; the dates the analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses.
- (e) Results of all monitoring shall be recorded on forms provided by, or approved by, the department, and shall be submitted to the appropriate regional field office of the department by the fifteenth day following the close of the reporting period. Your reporting period is on a MONTHLY basis, ending on the last day of each reporting period.
- (f) Operational performance monitoring for treatment unit process control shall be conducted to ensure that the facility is properly operated in accordance with its design. The results of any operational performance monitoring need not be reported to the department, but shall be maintained in accordance with rule 567 IAC 63.2 (455B). The results of any operational performance monitoring specified in this permit shall be submitted to the department in accordance with these reporting requirements.
- (g) Chapter 63 of the rules provides you with further explanation of your monitoring requirements.

Facility Name: NEVADA CITY OF WWTP
 Permit Number: 8562002

Burke Corporation				
Outfall	Wastewater Parameter	Sample Frequency	Sample Type	Monitoring Location
001	BIOCHEMICAL OXYGEN DEMAND (BOD5)	3 TIMES PER WEEK	24 HOUR COMPOSITE	PRIOR TO DISCHARGE TO CITY SEWER
001	FLOW	7/WEEK OR DAILY	24 HOUR TOTAL	PRIOR TO DISCHARGE TO CITY SEWER
001	NITROGEN, TOTAL KJELDAHL (AS N)	3 TIMES PER WEEK	24 HOUR COMPOSITE	PRIOR TO DISCHARGE TO CITY SEWER
001	OIL AND GREASE	3 TIMES PER WEEK	GRAB	PRIOR TO DISCHARGE TO CITY SEWER
001	PH	3 TIMES PER WEEK	GRAB	PRIOR TO DISCHARGE TO CITY SEWER
001	TOTAL SUSPENDED SOLIDS	3 TIMES PER WEEK	24 HOUR COMPOSITE	PRIOR TO DISCHARGE TO CITY SEWER

Facility Name: NEVADA CITY OF WWTP
Permit Number: 8562002
Outfall Number: 001

Ceriodaphnia and Pimephales Toxicity Effluent Testing

1. For facilities that have not been required to conduct toxicity testing by a previous NPDES permit, the initial annual toxicity test shall be conducted within three (3) months of permit issuance. For facilities that have been required to conduct toxicity testing by a previous NPDES permit, the initial annual toxicity test shall be conducted within twelve months (12) of the last toxicity test.
2. The test organisms that shall be used for acute toxicity testing are Ceriodaphnia dubia and Pimephales promelas. The acute toxicity testing procedures used to demonstrate compliance with permit limits shall be those listed in 567 IAC 63.4 and 40 CFR Part 136 and adopted by reference in rule 567 IAC 63.1(1). The method for measuring acute toxicity is specified in the EPA document EPA-821-R-02-012, Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms, 5th edition, October 2002.
3. The diluted effluent sample must contain a minimum of 99.90 % effluent and no more than 0.10 % of culture water.
4. One valid positive toxicity result will require, at a minimum, quarterly testing for effluent toxicity until three successive tests are determined not to be positive.
5. Two successive valid positive toxicity results or three positive results out of five successive valid effluent toxicity tests will require a toxicity reduction evaluation to be completed to eliminate the toxicity.
6. A non-toxic test result shall be indicated as a "1" on the discharge monitoring report (DMR). A toxic test result shall be indicated as a "2" on the DMR. DNR Form 542-1381 shall also be submitted to the DNR field office along with the DMR.

Ceriodaphnia and Pimephales Toxicity Effluent Limits

The maximum limit of "1" for the parameters Acute Toxicity, Ceriodaphnia and Acute Toxicity, Pimephales means no positive toxicity results.

Definition: "Positive toxicity result" means a statistical difference of mortality rate between the control and the diluted effluent sample. For more information, see the EPA document EPA-821-R-02-012, Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms, 5th edition, October 2002.

Facility Name: NEVADA CITY OF WWTP

Permit Number: 8562002

Design Capacity

Design: 1

The design capacity for the treatment works is specified in Construction Permit Number 2021-0272S, issued March 3, 2021. The treatment plant is designed to treat:

- * An average dry weather (ADW) flow of 1.640 Million Gallons Per Day (MGD).
- * An average wet weather (AWW) flow of 3.020 Million Gallons Per Day (MGD).
- * A maximum wet weather (MWW) flow of 6.130 Million Gallons Per Day (MGD).
- * A design 5-day biochemical oxygen demand (BOD5) load of 6692 lbs/day.
- * A design Total Kjeldahl Nitrogen (TKN) load of 869 lbs/day.
- * A design Total Suspended Solids (TSS) load of 4300 lbs/day

Operator Certification Type/Grade: WW/IV

Wastes in such volumes or quantities as to exceed the design capacity of the treatment works or reduce the effluent quality below that specified in the operation permit of the treatment works are considered to be a waste which interferes with the operation or performance of the treatment works and are prohibited by subrule IAC 567-62.1(7).

Facility Name: NEVADA CITY OF WWTP
Permit Number: 8562002

SEWAGE SLUDGE HANDLING AND DISPOSAL REQUIREMENTS

"Sewage sludge" is solid, semisolid, or liquid residue generated during the treatment of domestic sewage in a treatment works. Sewage sludge does not include the grit and screenings generated during preliminary treatment.

1. The permittee shall comply with all existing Federal and State laws and regulations that apply to the use and disposal of sewage sludge and with technical standards developed pursuant to Section 405(d) of the Clean Water Act when such standards are promulgated. If an applicable numerical limit or management practice for pollutants in sewage sludge is promulgated after issuance of this permit that is more stringent than a sludge pollutant limit or management practice specified in existing Federal or State laws or regulations, this permit shall be modified, or revoked and reissued, to conform to the regulations promulgated under Section 405(d) of the Clean Water Act. The permittee shall comply with the limitation no later than the compliance deadline specified in the applicable regulations.
2. The permittee shall provide written notice to the Department of Natural Resources prior to any planned changes in sludge disposal practices.
3. Land application of sewage sludge shall be conducted in accordance with criteria established in rule IAC 567 67.1 through 67.11 (455B).

Facility Name: NEVADA CITY OF WWTP
Permit Number: 8562002

SIGNIFICANT INDUSTRIAL USER LIMITATIONS, MONITORING AND REPORTING REQUIREMENTS

1. You must enforce the pollutant limits for each significant industrial user that are listed elsewhere in this permit. Violation of a treatment agreement limit is prohibited by subrule 567 IAC 62.1(6). Monitoring of each significant industrial user is required elsewhere in this permit.
2. Monitoring of each significant industrial user is required elsewhere in this permit. Results of the required monitoring shall be included on your discharge monitoring report, which must be submitted by the fifteenth of the following month.
3. You are required to notify the department, in writing, of any of the following:
 - (a) 180 days prior to the introduction of pollutants to your facility from a significant industrial user. A significant industrial user means an industrial user of a treatment works that:
 - (1) Discharges an average of 25,000 gallons per day or more of process wastewater excluding sanitary, noncontact cooling and boiler blowdown wastewater;
 - (2) Contributes a process waste stream which makes up five percent or more of the average dry weather hydraulic or organic capacity of the publicly-owned treatment works;
 - (3) Is subject to Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR Chapter I, Subchapter N; or
 - (4) Is designated by the department as a significant industrial user on the basis that the contributing industry, either singly or in combination with other contributing industries, has a reasonable potential for adversely affecting the operation of or effluent quality from the publicly-owned treatment works or for violating any pretreatment standards or requirements.
 - (b) 60 days prior to a proposed expansion, production increase or process modification that may result in the discharge of a new pollutant or a discharge in excess of limitations stated in the existing treatment agreement.
 - (c) 10 days prior to any commitment by you to accept waste from any new significant industrial user. Your written notification must include a new or revised treatment agreement in accordance with rule 64.3(5)(455B).
4. You shall require all users of your facility to comply with Sections 204(b), 307, and 308 of the Clean Water Act.
 - (a) Section 204(b) requires that all users of the treatment works constructed with funds provided under Sections 201(g) or 601 of the Act to pay their proportionate share of the costs of operation, maintenance and replacement of the treatment works.
 - (b) Section 307 of the Act requires users to comply with pretreatment standards promulgated by EPA for pollutants that would cause interference with the treatment process or would pass through the treatment works.
 - (c) Section 308 of the Act requires users to allow access at reasonable times to state and EPA inspectors for the purpose of sampling the discharge and reviewing and copying records.

Facility Name: NEVADA CITY OF WWTP
Permit Number: 8562002

Nutrient Reduction Strategy Construction Schedule

The new Nevada WWTP is expected to achieve the nutrient removal goals outlined in the Iowa Nutrient Reduction Strategy. Nevada shall optimize and submit nutrient monitoring data for review and limits calculations according to the following schedule:

- Complete treatment plant optimization for nitrogen and phosphorus reduction by **November 1, 2025**.
- Submit one year of at least weekly total nitrogen and phosphorus sampling data from the raw waste and final effluent by **December 1, 2026**. The report must include the results of all monitoring for total phosphorus in the raw waste and final effluent between November 1, 2025 and October 31, 2026.

Progress reports shall be submitted by the required due dates. Within fourteen (14) days following all dates of construction completion, optimization completion, and one year of monitoring, the permittee shall submit notices of compliance with the scheduled event along with any applicable data. All written notices and progress reports shall be sent to the following addresses:

nrdes.mail@dnr.iowa.gov
Subject: NRS Report (8562002)

STANDARD CONDITIONS

1. **ADMINISTRATIVE RULES** - Rules of the Iowa Department of Natural Resources (department) that govern the operation of a facility in connection with this permit are published in Part 567 of the Iowa Administrative Code (IAC) in Chapters 60-65, 67, and 121. Reference to the term "rule" in this permit means the designated provision of Part 567 of the IAC. Reference to the term "CFR" means the Code of Federal Regulations.
2. **LIMIT DEFINITIONS** -
 - (a) 7 day average is the arithmetic mean (average) of pollutant parameter values for samples collected in a period of seven consecutive days. A calendar month consists of four 7-day periods with the first 7-day period beginning the first day of the month. *{567 IAC 60.2}*
 - (b) 30 day average is the arithmetic mean of pollutant parameter values for samples collected in a period of 30 consecutive days. A 30-day period begins the first day of the month. *{567 IAC 60.2}*
 - (c) Daily maximum is the total discharge by mass, volume, or concentration during a twenty-four hour period. *{567 IAC 60.2}*
3. **MONITORING AND RECORDS OF OPERATION** -
 - (a) Electronic reporting. Records of operation required by this permit shall be electronically submitted to the department within 15 days following the close of the monthly reporting period, in accordance with the monitoring requirements incorporated in this permit, unless an approval for paper submittal of records of operation has been obtained in accordance with 567 IAC 63.7(2).
 - (b) Maintenance of records. You shall retain for a minimum of three years all paper and electronic records of monitoring activities and results including all original strip chart recordings for continuous monitoring instrumentation and calibration and maintenance records. *{567 IAC 63.2(3)}*
 - (c) Any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by a fine of not more than \$10,000 or by imprisonment for not more than two years, or both. *{40 CFR 122.41(j)(5)}*
4. **USE OF CERTIFIED LABORATORIES** - Analyses of wastewater, groundwater or sewage sludge that are required to be submitted as a result of this permit must be performed by a laboratory certified by the State of Iowa. Routine, on-site monitoring for pH, temperature, dissolved oxygen, total residual chlorine and other pollutants that must be analyzed immediately upon sample collection, physical measurements, and operational performance monitoring specified in 567 IAC 63.3(4) are excluded from this requirement. *{567 IAC 63.1}*
5. **DUTY TO PROVIDE INFORMATION** - You must furnish to the director, within a reasonable time, any information the director may request to determine compliance with this permit or determine whether cause exists for amending, revoking and reissuing, or terminating this permit, in accordance with 567 IAC 64.3(1)"c". You must also furnish to the director, upon request, copies of any records required to be kept by this permit. If you become aware that you failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application, you must promptly submit such facts or information. If you become aware that you failed to submit any relevant facts in any report to the director, including records of operation, you shall promptly submit such facts or information. *{567 IAC 60.4(2)"a", 567 IAC 63.7(6), 40 CFR 122.41(h)}*
6. **DUTY TO REAPPLY AND PERMIT CONTINUATION** - If you wish to continue to discharge after the expiration date of this permit, you must file a complete application for reissuance at least 180 days prior to the expiration date of this permit. If a timely and sufficient application is submitted, this permit will remain in effect until the department makes a final determination on the permit application. *{567 IAC 64.8(1), Iowa Code 17A.18}*
7. **DUTY TO COMPLY** - You must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Iowa Code and the Clean Water Act and is grounds for enforcement action; permit termination, revocation and reissuance, or modification; or denial of a permit renewal application. Issuance of this permit does not relieve you of the responsibility to comply with all local, state and federal laws, ordinances, regulations or other legal requirements applying to the operation of your facility. *{567 IAC 64.7(4)"E", 40 CFR 122.41(a)}*
8. **DUTY TO MITIGATE** - You shall take all reasonable steps to minimize or prevent any discharge in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. *{567 IAC 64.7(7)"i", 40 CFR 122.41(d)}*
9. **PROPER OPERATION AND MAINTENANCE** - All facilities and control systems shall be operated as efficiently as possible and maintained in good working order. A sufficient number of staff, adequately trained and knowledgeable in the operation of your facility, shall be retained at all times. Adequate laboratory controls and appropriate quality assurance procedures shall be provided to maintain compliance with the conditions of this permit. *{567 IAC 64.7(7)"j", 40 CFR 122.41(e)}*
10. **SIGNATORY REQUIREMENTS** - Applications, discharge monitoring reports, or other information submitted to the department in connection with this permit must be signed and certified in accordance with 567 IAC 64.3(8).
11. **TRANSFER OF TITLE OR OWNER ADDRESS CHANGE** - If title to your facility, or any part of it, is transferred, the new owner shall be subject to this permit. You are required to notify the new owner of the requirements of this permit in writing prior to any transfer of title. The department shall be notified in writing within 30 days of the occurrence. No transfer of the authorization to discharge from the facility represented by the permit shall take place prior to notifying the department of the transfer of title. Whenever the address of the owner is changed, the department shall be notified in writing within 30 days of the address change. *{567 IAC 64.14}*

STANDARD CONDITIONS

12. **PERMIT MODIFICATION, SUSPENSION OR REVOCATION** - This permit may be amended, revoked and reissued, or terminated in whole or in part for cause including, but not limited to, those specified in 567 IAC 64.3(11) "b". This permit may be modified due to conditions or information on which this permit is based, including any new standard the department may adopt that would change the required effluent limits. If a toxic pollutant is present in your discharge and more stringent standards for toxic pollutants are established under Section 307(a) of the Clean Water Act, this permit will be modified in accordance with the new standards. The filing of a request for a permit amendment, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. *{567 IAC 64.3(11) "d", 64.7(7) "b" and "g", 40 CFR 122.62(a)(6)}*
13. **TWENTY-FOUR HOUR REPORTING** - You shall report any noncompliance that may endanger human health or the environment, including, but not limited to, violations of maximum daily limits for any toxic pollutant (listed as toxic in Section 307(a)(1) of the Clean Water Act) or hazardous substance (as designated in 40 CFR Part 116 pursuant to 311 of the Act). Information shall be provided orally to the appropriate regional field office of the department within 24 hours from the time you become aware of the circumstances. A written submission that includes a description of noncompliance and its cause; the period of noncompliance including exact dates and times; whether the noncompliance has been corrected or the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent a reoccurrence of the noncompliance must be provided to the appropriate field office within 5 days of the occurrence. *{567 IAC 63.12, 40 CFR 122.41(f)(6)}*
14. **OTHER NONCOMPLIANCE** - You shall report all instances of noncompliance not reported under Condition #13 at the time discharge monitoring reports are submitted. The report shall contain the information listed in Condition #13. You shall give advance notice to the appropriate regional field office of the department of any planned activity which may result in noncompliance with permit requirements. Notice is required only when previous notice has not been given to any other section of the department. *{567 IAC 63.7(5), 63.14 and 63.15, 40 CFR 122.41(f)(7)}*
15. **INSPECTION OF PREMISES, RECORDS, EQUIPMENT, METHODS AND DISCHARGES** - You are required to permit authorized personnel to:
 - (a) Enter upon the premises where a regulated facility or activity is located or conducted or where records are kept under conditions of this permit;
 - (b) Provide access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
 - (c) Inspect, at reasonable times, any facilities, equipment, practices or operations regulated or required under this permit; and
 - (d) Sample or monitor, at reasonable times, to assure compliance or as otherwise authorized by the Clean Water Act.*{567 IAC 64.7(7) "c", 40 CFR 122.41(f)}*
16. **NOTICE OF CHANGED CONDITIONS** - You are required to notify the director of any changes in existing conditions or information on which this permit is based, including, but not limited to, the following:
 - (a) If your facility is a publicly owned treatment works (POTW) or otherwise accepts waste for treatment from an indirect discharger or industrial contributor, you must notify the director if there is any substantial change in the volume or character of pollutants being introduced to the POTW by an indirect discharger or industrial contributor. Sec 567 IAC 64.3(5) and 64.7(7) "d" for further requirements. *{40 CFR 122.42(b)}*
 - (b) If your facility has a manufacturing, commercial, mining, or silviculture discharge, you must notify the director as soon as you know or have reason to believe that any activity has occurred or will occur which would result in the discharge of any toxic pollutant which is not limited in this permit. *{40 CFR 122.42(a)}*
 - (c) You must notify the director if you have begun or will begin to use or manufacture, as an intermediate or final product or byproduct, any toxic pollutant which was not reported in the permit application. *{40 CFR 122.21(g)(9)}*
17. **PLANNED CHANGES** - You shall give notice to the appropriate regional field office of the department 30 days prior to any planned physical alterations or additions to the permitted facility. Facility expansions, production increases, or process modifications which result in new or increased discharges of pollutants must be reported by submission of a new permit application. If any modification of, addition to, or construction of a disposal system is to be made, you must first obtain a written construction permit from this department. In addition, no construction activity that will result in disturbance of one acre or more shall be initiated without first obtaining coverage under NPDES General Permit No. 2. Notice is required only when:
 - (a) Notice has not been given to any other section of the department;
 - (b) The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source as defined in 567 IAC 60.2;
 - (c) The alteration or addition results in a significant change in sludge use or disposal practices; or
 - (d) The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants that are not subject to effluent limitations in the permit.*{567 IAC 63.13, 567 IAC 64.2 and 64.7(7) "a"}*
18. **FAILURE TO SUBMIT FEES** - This permit may be revoked, in whole or in part, if the appropriate permit fees are not submitted within thirty (30) days of the date of notification that such fees are due. *{567 IAC 64.16(f)}*

STANDARD CONDITIONS

19. **BYPASSES** - "Bypass" means the diversion of waste streams from any portion of a treatment facility or collection system. A bypass does not include internal operational waste stream diversions that are part of the design of the treatment facility, maintenance diversions where redundancy is provided, diversions of wastewater from one point in a collection system to another point in a collection system, or wastewater backups into buildings that are caused in the building lateral or private sewer line. *{567 IAC 60.2}*
- (a) **Prohibition.** Bypasses from any portion of a treatment facility or from a sanitary sewer collection system designed to carry only sewage are prohibited, in accordance with 567 IAC 63.6(1). The department may not assess a civil penalty against a permittee for a bypass if the permittee has complied with all of the following:
- The bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 - The permittee submitted notices as required by 567 IAC 63.6.
- (b) **Unanticipated bypass.** Except for bypasses that occur as a result of mechanical failure or acts beyond the control of the owner or operator of a waste disposal system (unanticipated bypasses), the owner or operator shall obtain written permission from the department prior to any discharge of sewage or wastes from a waste disposal system not authorized by this permit. The Director may approve an anticipated bypass after considering its adverse effects if the Director determines that it will meet the three conditions listed above and a request for bypass has been submitted to the appropriate regional field office of the department at least ten days prior to the expected event, in accordance with the requirements listed in 567 IAC 63.6(2).
- (c) **Unanticipated bypass.** In the event that a bypass or upset occurs without prior notice having been provided pursuant to 567 IAC 63.6(2) or as a result of mechanical failure or acts beyond the control of the owner or operator, the owner or operator of the treatment facility or collection system shall notify the department by telephone as soon as possible but not later than 24 hours after the onset or discovery in accordance with the requirements in 567 IAC 63.6(3). A written submission describing the bypass shall also be provided within five days of the time the permittee becomes aware of the bypass, in accordance with the requirements in 567 IAC 63.6(3)⁴"d".
- (d) **Reporting.** Bypasses shall be reported in accordance with 567 IAC 63.6.
{567 IAC 63.6}
20. **UPSETS** - "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
- (a) **Effect of an upset.** An upset constitutes an affirmative defense to the assessment of a civil penalty for noncompliance with technology-based permit effluent limitations if the requirements of paragraph (b) of this condition are met. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.
- (b) **Conditions necessary for demonstration of an upset.** A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed operating logs or other relevant evidence, that:
- An upset occurred and that the permittee can identify the cause(s) of the upset;
 - The permitted facility was at the time being properly operated;
 - The permittee submitted notice of the upset to the department in accordance with 567 IAC 63.6(3); and
 - The permittee complied with any remedial measures required by the department in accordance with 567 IAC 63.6(6)⁴"b"(4).
- (c) **Burden of Proof.** In any enforcement proceeding, the permittee seeking to establish the occurrence of an upset has the burden of proof.
{567 IAC 63.6}
21. **NEED TO HALT OR REDUCE ACTIVITY NOT A DEFENSE** - It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. *{567 IAC 64.7(7)"j", 40 CFR 122.41(c)}*
22. **PROPERTY RIGHTS** - This permit does not convey any property rights of any sort or any exclusive privilege. *{567 IAC 64.4(3)"b", 40 CFR 122.41(g)}*
23. **EFFECT OF A PERMIT** - Compliance with a permit during its term constitutes compliance, for purposes of enforcement, with Sections 301, 302, 306, 307, 318, 403 and 405(a)-(b) of the Clean Water Act, and equivalent limitations and standards set out in 567 IAC Chapters 61 and 62. *{567 IAC 64.4(3)"a"}*
24. **SEVERABILITY** - The provisions of this permit are severable. If any provision or application of any provision to any circumstance is found to be invalid by this department or a court of law, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected by such finding.

SCHEDULE D

Revised Treatment Agreement (IDNR Form 542-3221)

See attached.



IOWA DEPARTMENT OF NATURAL RESOURCES
TREATMENT AGREEMENT FORM

NOTICE

A properly executed Treatment Agreement must be submitted by the industrial user not less than one hundred eighty (180) days before the new significant industrial user proposes to discharge into a wastewater disposal system. Any proposed expansion, production increase, or process modification that may result in any change to a previous Treatment Agreement requires execution of a new Treatment Agreement.

Significant Industrial User

Name: Burke Corporation

Location Address: 1516 S D Ave, Nevada IA 50201

Email Address: blkoebler@burkecorp.com

Authorized Representative: Brandon Koehler

Phone: 515-382-8419

System Receiving Waste

Name: Water Pollution Control Facility

Location Address: 62512 270th St, Nevada IA 50201

Email Address: jcook@cityofnevadaiaowa.org

Authorized Representative: Jordan Cook

Phone: 515-382-5466

CERTIFICATION OF INDUSTRIAL USER

I am the duly authorized representative for the significant industrial user identified above and state that the proposed discharge to the system receiving waste identified above shall not exceed the limits listed on the following page(s) of this form after:

Effective Date: Treatment Plant Startup '25 End Date (optional): _____

I further assure that notice of any anticipated increase in pollutants contributed shall be given to the owner of the system identified above sufficiently in advance of such increase to allow this contributor to submit a new treatment agreement to the Department of Natural Resources no later than sixty days in advance of the increase or change.

Name: Brandon Koehler

Title: Plant Manager

Signature: Brandon Koehler

Digitally signed by Brandon Koehler
DN: cn=Brandon Koehler, o=Burke Marketing Corp, ou=Hammel Foods,
email=blkoebler@burkecorp.com
c=US, 2025.03.26 11:29:28 -0500

Date: 03/26/25

CERTIFICATION OF SYSTEM RECEIVING WASTE

I am the duly authorized representative for the facility owner named above and state that the owner agrees to accept the discharge described on page two from the contractor identified above, and accepts responsibility for providing treatment of the volume and quantities described on the following page(s) in accordance with the provisions of Chapter 455B, Code of Iowa, and the rules of the Department of Natural Resources. This agreement is conditioned on the industrial contributor complying with all applicable standards and requirements of the Department of Natural Resources and the United States Environmental Protection Agency. This agreement is entered for the purpose of identifying pollutants contributed and limiting the quantity contributed, and shall not otherwise be construed to affect local ordinances, sewer service agreements or fee systems entered into between the parties.

This agreement may be modified or terminated by the owner of the disposal system if additional pollutants or additional quantities or volumes of pollutants are contributed other than identified on the following page(s), or because of any condition that requires either a temporary or permanent reduction or elimination of the accepted contribution.

Name: Jordan Cook

Title: City Administrator

Signature: J. Cook

Date: 3/28/25

Fields on this form are required unless otherwise marked

1. Process DescriptionSpecific Manufacturing Process: Pizza Topping ManufacturingSIC Codes: 2013NAICS Codes: 311612Principal Raw Materials: Beef, Pork, Poultry, Water, SpiceAmount Consumed per Day (with units): 1,200,000Principal Products: Meat Crumbles and MeatballsAmount Produced per Day (with units): 941,700 lbs**2. Hourly Maximum Flow Contribution (gallons):** 30,000 gallons (500 gpm x 60 minutes)**3. Days of Operation per Week:** 7 Days**4. Hours of Operation During Peak Day of Operation:** 24 Hours**5. Discharge Beginning Date:** Existing Discharge**6. Description of Wastes Discharged and Any Pretreatment Provided**

Waste generated is from meat processing. Pretreatment consists of coarse solids removal, flow equalization, pH adjustment and removal of suspended solids and grease using coagulant, polymer and dissolved air.

7. Description of Discharge Frequency & Duration, Including Any Batch Discharges

Production: 24 hours/day discharge continuous

Non-Production: 10-24 hours/day discharge continuous

8. Additional Information (optional)

Continue to page 3

Fields on this form are required unless otherwise marked

9. Limits on pH Level in Contribution: Minimum: 5.5 Maximum: 9.510. Limits on Compatible Wastes in Contribution (Flow is required for all users. Other parameters may or may not be applicable.)

Wastewater Parameter	Average	Maximum	Wastewater Parameter	Average	Maximum
Flow (MGD)	0.5000	0.7000	Total Kjeldahl Nitrogen (lbs/day)	500	1,110
BOD5 (lbs/day)	5,040	10,440	Oil and Grease (mg/L)	300	300
Total Suspended Solids (lbs/day)	950	2,500			

11. Limits on Incompatible Wastes in Contribution (May not be applicable to all users.)

Wastewater Parameter	Average		Maximum	
	mg/L	lbs/day	mg/L	lbs/day

INSTRUCTIONS FOR COMPLETION OF PAGE 2-3

Fields on this form are required unless otherwise marked

ITEM 1 - Describe the specific manufacturing process of the industrial user. Enter the Standard Industrial Classification (SIC) and North American Industry Classification System (NAICS) code(s) for the industrial user. SIC and NAICS codes and descriptions can be found on the NAICS association website at <https://www.naics.com/search/>. Specify the principal raw material(s) you use and the amount you use or process per day. Specify the principal product(s) you make and the amount you produce per day.

ITEM 2 - Hourly Maximum is the maximum discharge during any single hour in the peak period of operation. Report in gallons.

ITEM 5 - If the discharge has not yet begun, provide the estimated state date. If the discharge is existing, list approximately when the discharge began.

ITEM 6 - Describe how the wastewater is generated as well as any pretreatment of waste prior to discharge to municipal collection system.

ITEM 7 - Describe when the discharge occurs. Note whether it is continuous or intermittent. If intermittent, how often does the discharge occur and how long does it last? If there is an infrequent batch discharge (for example, a tank that must be drained twice per year), describe that as well.

ITEM 8 - Enter limits on compatible wastes here. Compatible wastes are those that the receiving treatment works was designed to treat and removes to a significant degree. Average is the 30-day average, not including days with no discharge. Maximum is the maximum single-day contribution during a peak period of operation. Average and maximum limits must be included for all limited parameters.

April 17, 2025

Brandon Koehler, Plant Manager
Burke Corporation
1516 S D Ave
Nevada, IA 50201
via email to: blkoebler@burkecorp.com

Re: SIU 8562002-01 – Burke Corporation; Treatment Agreement

Dear Brandon Kohler:

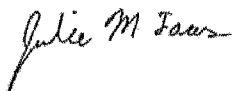
The department has received and reviewed a Treatment Agreement (TA) between the City of Nevada and Burke Corporation. The TA does not list an effective date; it was signed by Burke on 3/26/25 and by the City on 3/28/25.

The TA is acceptable to the department; however, the currently operating treatment works at the city cannot handle the loads in this new TA. **Therefore, Burke must continue to abide by the limits in the TA accepted 11/19/2024 until the new treatment works is operational and the City is confident that it is ready to handle the additional loading.** The City shall notify Burke and Iowa DNR at that time.

Due to the increase in Burke's organic loads, both in pounds per day and in proportion to the POTW's design, the new permit will require increased monitoring: three times per week for BOD₅, TKN, TSS, and pH.

If you have questions or comments regarding the TA please contact me at 515-805-8083 or julie.faas@dnr.iowa.gov. If you have questions or comments regarding the upcoming NPDES permit please contact Ben Hucka at 515-537-3015 or ben.hucka@dnr.iowa.gov.

Sincerely,



Digitally signed by Julie Faas
Date: 2025.04.17 08:55:05
-05'00'

Julie Faas
NPDES Section

cc: Jordan Cook, City Administrator, Nevada – via email to: jcook@cityofnevadaiaowa.org
Harold See, Wastewater Supervisor, Nevada – via email to: hsee@cityofnevadaiaowa.org
Devin Cornish, Wastewater Operator, Nevada – via email to: dcornish@cityofnevadaiaowa.org
Edward Askew, Askew Scientific – via email to: efaskew@hotmail.com
Gregory Sindt, Bolton & Menk – via email to: gregsi@bolton-menk.com
Bryan Bunton, Iowa DNR FO5 – via email to: bryan.bunton@dnr.iowa.gov
Ben Hucka, Iowa DNR NPDES – via email to: ben.hucka@dnr.iowa.gov

MEMORANDUM

DATE: April 16, 2025

POTW: Wastewater File #85-62-0-01 – City of Nevada

SIU: 8562001-01 – Burke Corporation

FROM: Julie Faas

RE: Treatment Agreement Review

Introduction

On March 28, 2025, Iowa DNR received a proposed treatment agreement (TA) to control the amount of pollutants discharged to the City of Nevada sanitary sewer from Burke Corporation (Burke). Burke prepares pizza toppings such as meat crumbles and meatballs. The SIC code listed on the TA is 2013 – Sausages and other prepared meats. There is no animal slaughter on site.

The TA lists an effective date of treatment plant startup '25. It was signed by the SIU on March 26, 2025 and signed by the POTW on March 28, 2025.

Burke has had a TA since at least 2003. The proposed TA modifies limits for most parameters (pH and O&G are not changing).

Nevada is in the process of constructing a new treatment works and bringing it online. This TA includes substantial loading increases that cannot be handled by the old treatment works, and, as such, will not be effective until the new plant is online.

Wastewater Sources, Categorization, and Pretreatment

Wastewater is generated from meat processing. Wastewater is pretreated by coarse solids removal, flow equalization, pH adjustment, and dissolved air flotation (DAF). The discharge is continuous.

Burke is not currently a categorical industrial user. As of 3/12/2025, there are no federally-promulgated categorical pretreatment standards for meat processing. There are effluent limitation guidelines for direct discharging meat processors, found in 40 CFR 432, but no federal standards for indirect dischargers.

Table 1: TA Limit Comparison

Parameter	Units	Data Type	Current	Proposed
Flow	MGD	Average	0.350	0.500
Flow	MGD	Daily Max	0.500	0.700
BOD ₅	lb/day	Average	3,073	5,040
BOD ₅	lb/day	Daily Max	5,250	10,440
TSS	lb/day	Average	646	950
TSS	lb/day	Daily Max	750	2,500
TKN	lb/day	Average	570	500

<u>Parameter</u>	<u>Units</u>	<u>Data Type</u>	<u>Current</u>	<u>Proposed</u>
TKN	lb/day	Daily Max	750	1,100
O&G	mg/L	Average	300	300
O&G	mg/L	Daily Max	300	300
pH	std units	Daily Min	5.5	5.5
pH	std units	Daily Max	9.5	9.5

Evaluation – Compatible Wastes

Design flows and loads used in the evaluation are from construction permit 2021-0272S. A table summarizing the compatible wastes evaluation is included as Attachment 1. This analysis compares data from the raw waste of the current treatment works to the construction permit for the new treatment works. It is assumed that, other than the contribution from Burke, flows and loads will remain consistent.

Months Reviewed: February 2022 – January 2025

Flow

POTW Design Flows (in MGD):	1.6400 ADW 3.0200 AWW 6.1300 MWW
Proposed SIU Flows (in MGD):	0.500 average (30.48% of ADW) 0.700 maximum (23.17% of AWW)

In the 36 months reviewed, the POTW was over 80% of its new AWW 0 times. For MWW, the POTW was over 80% 0 times. The flow rate used for determining remaining hydraulic capacity was 1.199 MGD, which is the average flow rate of the 36 months. After accounting for all SIUs, the POTW has allocated 1.4459 MGD, or 47.8% of its AWW. The proposed flow limits are acceptable.

BOD₅ (Biochemical Oxygen Demand, 5-day)

POTW Design (lb/day):	6,692 max 30-day 12,130 max day
Proposed SIU Load (lb/day):	5,040 average (75.31% of design) 10,440 maximum (86.07% of design)

In the 36 months reviewed, monthly average BOD₅ loadings exceeded 80% of the new design load in 0 months. Daily maximum BOD₅ loadings exceeded 80% of the new design load in 1 month and 100% of the design load in 0 months. There is a discrepancy between BOD₅ loadings from Burke and total influent loads to the POTW. On average, reported loads from Burke are greater than reported influent loads. This also occurs on about half of days where there are measurements in both locations. To correct for this, the analysis was done twice: once in the usual manner where uncontrolled loads are estimated from data, and once where uncontrolled loads are estimated by population.

Using the usual method, the loading used for determining BOD₅ capacity was 1,937 lb/day, which is the average loading for the 36 months. After accounting for all SIUs, the POTW has allocated 4,881 lb/day, or 73.0% of its design. The proposed BOD₅ limits are acceptable.

The 2020 census population of Nevada was 6,925 people. The standard values from the draft Iowa Wastewater Facilities design standards are 100 gallons, 0.17 lb BOD₅, 0.20 lb TSS, and 0.036 lb TKN per person per day. This results in an uncontrolled BOD₅ load of 1,177 lb/day. The total allocated load becomes 6,293 lb/day, or 94% of the design load. This is a greater percentage of design than the department prefers to see. However, the design of the new plant included this allocation for Burke and it included population growth through 2024. The proposed limits are acceptable.

TSS (Total Suspended Solids)

POTW Design (lb/day):	4,300 max 30-day 7,987 max day
Proposed SIU Load (lb/day):	950 average (22.09% of design) 2,500 maximum (31.30% of design)

In the 36 months reviewed, monthly average TSS loadings exceeded 80% of the new design load in 0 months. Daily maximum TSS loadings exceeded 80% of the new design load in 1 month and 100% of the new design load in 1 months. The loading used for determining TSS capacity was 1,593 lb/day, which is the average loading for the 36 months. After accounting for all SIUs, the POTW has allocated 2,258 lb/day, or 53.0% of its design. The proposed TSS limits are acceptable.

TKN (Total Kjeldahl Nitrogen)

POTW Design (lb/day):	869 max 30-day 1,491 max day
Proposed SIU Load (lb/day):	500 average (57.53% of design) 1,110 maximum (73.78% of design)

In the 36 months reviewed, monthly average TKN loadings exceeded 80% of the new design load in 0 months. Daily maximum TKN loadings exceeded 80% of the new design load in 1 month and 100% of the new design load in 0 months. The loading used for determining TKN capacity was 377 lb/day, which is the average loading for the 36 months. After accounting for all SIUs, the POTW has allocated 664 lb/day, or 76.0% of its design. The proposed TKN limits are acceptable.

pH

The TA contains a pH range from 5.5 to 9.5 standard units. Wastewater within this range will not be lower than 5.0 and will not have reasonable potential to cause the pH of the raw waste entering the treatment plant to be less than 6.0 or greater than 9.0.

NH₃-N (Ammonia as Nitrogen)

The proposed TA does not limit NH₃-N.

O&G (Oil and Grease)

The proposed TA includes the same O&G limits as the active TA: 300 mg/L both average and maximum. When the POTW submitted the application for the NDPES permit for the new facility, it included a list of industrial impacts at the plant during the past three years (approximately February 2022 through March 2025). The list included 15 FOG events lasting 24 – 192 hours each, for a total of 32 days. However, none of these events appear to have caused or contributed to effluent limit violations at the POTW or to have prevented sewage sludge use or disposal.

(A FOG event was reported as starting on 8/30/2023 and lasting 72 hours. The POTW did violate its average $\text{NH}_3\text{-N}$ concentration limit in August, but the $\text{NH}_3\text{-N}$ concentration on 8/30/23 was lower than the average concentration for the month. The violation would have occurred regardless, and the FOG event does not appear to have increased the magnitude of the violation.)

The FOG events do not coincide with dates of unusually high O&G discharges from Burke. Burke did have an unmonitored overflow pipe that bypassed treatment and could have been the source of excess O&G. This pipe has since been capped.

While Iowa DNR would encourage more stringent O&G limits, the ones in the proposed TA are acceptable at this time.

Summary

The proposed compatible wastes limits are acceptable.

Evaluation – Incompatible Wastes

The proposed TA does not regulate incompatible wastes.

Monitoring

Monitoring frequencies for pollutant parameters will increase to three times per week. Both the absolute organic load from Burke is increasing as well as the percentage of the POTW's design that Burke is allocated. More frequent monitoring is appropriate to help track the load on the POTW.

567 IAC 63, Table II sets forth monitoring frequencies for organic dischargers based on their PE (population equivalent). Burke's old TA had a PE of 18,401, resulting in 2x/week monitoring. The new TA has a PE of 30,180, which brings Burke into the 3x/week column.

The requirement for daily flow monitoring will continue.

Conclusion

The proposed TA is acceptable, provided that Burke's discharge does not increase until the new treatment works is operational.

Attachment 1

Compatible Wastes Tables

Table A1-1: Calculations Using Influent Flows & Loads

	FLOW (MGD)	BOD₅ (lb/day)	TKN (lb/day)	TSS (lb/day)
I. Design Capacity	3.0200	6,692	4,300	869.0
II. Existing Influent Loadings	1.199	1,937	1,593	377
III. Existing Loadings from Industrial Users				
Burke Corporation	0.3251	2,172	413.5	239.5
TOTAL	0.3251	2,172	413.5	239.5
IV. Proposed Loadings from Industrial Users				
Burke Corporation	0.5000	5,040	950.0	500.0
Verbio Nevada LLC	0.0720	76.0	129.0	26.0
TOTAL	0.5720	5,116	1,079	526.0
V. Estimated Uncontrolled	0.8739	-235.4	1,179.4	13.78
% of Design	28.9%	-3.5%	27.4%	15.9%
VI. Total Allocated Flow/Load	1.4459	4,881	2,258	663.8
% of Design	47.9%	72.9%	52.5%	76.4%

Table A1-2: Calculation Using Population-Based Flows & Loads

	FLOW (MGD)	BOD₅ (lb/day)	TKN (lb/day)	TSS (lb/day)
I. Design Capacity	3.0200	6,692	4,300	869.0
III. Existing Loadings from Industrial Users				
Burke Corporation	0.3251	2,172	413.5	239.5
TOTAL	0.3251	2,172	413.5	239.5
IV. Proposed Loadings from Industrial Users				
Burke Corporation	0.5000	5,040	950.0	500.0
Verbio Nevada LLC	0.0720	76.0	129.0	26.0
TOTAL	0.5720	5,116	1,079	526.0
V. Estimated Uncontrolled	0.6925	1,177	1385	249.3
% of Design	22.9%	17.6%	32.2%	28.7%
VI. Total Allocated Flow/Load	1.2645	6,293	2,464	775.3
% of Design	41.9%	94.0%	57.3%	89.2%

Attachment 2

Summary of Monitoring and Limits

Parameter	Limit Type	Limit Value	Unit	Limit Value	Unit	Monitoring	Sample Type
Flow	Average	0.5000	MGD	n/a	n/a	7/week or Daily	24-hour total
	Maximum	0.7000	MGD	n/a	n/a		
BOD ₅	Average	n/a	mg/L	5,040	lb/day	3/week	24-hour composite
	Maximum	n/a	mg/L	10,440	lb/day		
TSS	Average	n/a	mg/L	950	lb/day	3/week	24-hour composite
	Maximum	n/a	mg/L	2,500	lb/day		
TKN	Average	n/a	mg/L	500	lb/day	3/week	24-hour composite
	Maximum	n/a	mg/L	1,110	lb/day		
O&G	Average	300	mg/L	n/a	n/a	3/week	Grab
	Maximum	300	mg/L	n/a	n/a		
pH	Minimum	5.0	std. units	n/a	n/a	3/week	Grab
	Maximum	9.5	std. units	n/a	n/a		

SCHEDULE E

Iowa Department of Natural Resources Treatment Agreement Form

(November 11, 2024)

See attached.



IOWA DEPARTMENT OF NATURAL RESOURCES TREATMENT AGREEMENT FORM

NOTICE

A properly executed Treatment Agreement must be submitted by the industrial user not less than one hundred eighty (180) days before the new significant industrial user proposes to discharge into a wastewater disposal system. Any proposed expansion, production increase, or process modification that may result in any change to a previous Treatment Agreement requires execution of a new Treatment Agreement.

Significant Industrial User

Name: Burke Corporation
Location Address: 1516 S D Ave
Email Address: Blkoehler@burkecorp.com
Authorized Representative: Brandon Koehler Phone: 515-382-8419

System Receiving Waste

Name: Water Pollution Control Facility
Location Address: 457 S 6th St, Nevada, IA 50201
Email Address: jcook@cityofnevadaiaowa.org
Authorized Representative: Jordan Cook Phone: 515-382-5466

CERTIFICATION OF INDUSTRIAL USER

I am the duly authorized representative for the significant industrial user identified above and state that the proposed discharge to the system receiving waste identified above shall not exceed the limits listed on the following page(s) of this form after:

Effective Date: 11/11/2024 End Date (optional): 5/01/2025

I further assure that notice of any anticipated increase in pollutants contributed shall be given to the owner of the system identified above sufficiently in advance of such increase to allow this contributor to submit a new treatment agreement to the Department of Natural Resources no later than sixty days in advance of the increase or change.

Name: Brandon Koehler Title: Plant Manager
Signature: *Brandon Koehler* Date: 11/11/2024

CERTIFICATION OF SYSTEM RECEIVING WASTE

I am the duly authorized representative for the facility owner named above and state that the owner agrees to accept the discharge described on page two from the contractor identified above, and accepts responsibility for providing treatment of the volume and quantities described on the following page(s) in accordance with the provisions of Chapter 455B, Code of Iowa, and the rules of the Department of Natural Resources. This agreement is conditioned on the industrial contributor complying with all applicable standards and requirements of the Department of Natural Resources and the United States Environmental Protection Agency. This agreement is entered for the purpose of identifying pollutants contributed and limiting the quantity contributed, and shall not otherwise be construed to affect local ordinances, sewer service agreements or fee systems entered into between the parties.

This agreement may be modified or terminated by the owner of the disposal system if additional pollutants or additional quantities or volumes of pollutants are contributed other than identified on the following page(s), or because of any condition that requires either a temporary or permanent reduction or elimination of the accepted contribution.

Name: _____ Title: _____
Signature: _____ Date: _____

Fields on this form are required unless otherwise marked

1. Process Description

Specific Manufacturing Process: Pizza Topping Manufacturing

SIC Codes: 2013

NAICS Codes: 311612

Principal Raw Materials: Beef, Pork, Poultry, Water, Spice

Amount Consumed per Day (with units): 1,200,000

Principal Products: Meat Crumbles and Meatballs

Amount Produced per Day (with units): 941,700 lbs

2. Hourly Maximum Flow Contribution (gallons): 30,000 gallons (500 gpm x 60 minutes)

3. Days of Operation per Week: 7 days

4. Hours of Operation During Peak Day of Operation: 24 hours

5. Discharge Beginning Date: Current Discharge

6. Description of Wastes Discharged and Any Pretreatment Provided

Waste generated is from meat processing. Pretreatment consists of coarse solids removal, flow equalization, pH adjustment and removal of suspended solids and grease using coagulant, polymer and dissolved air.

7. Description of Discharge Frequency & Duration, Including Any Batch Discharges

Production: 24 hours/day discharge continuous

Non-Production: 10-24 hours/day discharge continuous

8. Additional Information (optional)

Continue to page 3

Fields on this form are required unless otherwise marked

9. Limits on pH Level in Contribution: Minimum: _____ Maximum: _____10. Limits on Compatible Wastes in Contribution (Flow is required for all users. Other parameters may or may not be applicable.)

Wastewater Parameter	Average	Maximum	Wastewater Parameter	Average	Maximum
Flow (MGD)	0.350	0.50	Total Kjeldahl Nitrogen (lbs/day)	570	750
BOD5 (lbs/day)	3,073	5,250	Oil and Grease (mg/L)	300	300
Total Suspended Solids (lbs/day)	646	750			

11. Limits on Incompatible Wastes in Contribution (May not be applicable to all users.)

Wastewater Parameter	Average		Maximum	
	mg/L	lbs/day	mg/L	lbs/day

INSTRUCTIONS FOR COMPLETION OF PAGE 2-3

Fields on this form are required unless otherwise marked

ITEM 1 - Describe the specific manufacturing process of the industrial user. Enter the Standard Industrial Classification (SIC) and North American Industry Classification System (NAICS) code(s) for the industrial user. SIC and NAICS codes and descriptions can be found on the NAICS association website at <https://www.naics.com/search/>. Specify the principal raw material(s) you use and the amount you use or process per day. Specify the principal product(s) you make and the amount you produce per day.

ITEM 2 - Hourly Maximum is the maximum discharge during any single hour in the peak period of operation. Report in gallons.

ITEM 5 - If the discharge has not yet begun, provide the estimated state date. If the discharge is existing, list approximately when the discharge began.

ITEM 6 - Describe how the wastewater is generated as well as any pretreatment of waste prior to discharge to municipal collection system.

ITEM 7 - Describe when the discharge occurs. Note whether it is continuous or intermittent. If intermittent, how often does the discharge occur and how long does it last? If there is an infrequent batch discharge (for example, a tank that must be drained twice per year), describe that as well.

ITEM 8 - Enter limits on compatible wastes here. Compatible wastes are those that the receiving treatment works was designed to treat and removes to a significant degree. Average is the 30-day average, not including days with no discharge. Maximum is the maximum single-day contribution during a peak period of operation. Average and maximum limits must be included for all limited parameters.

ITEM 10 - Enter limits on compatible wastes here. Use the units listed. If you have flows in gallons per day, divide by 1,000,000 to get MGD.

Compatible wastes are those that the receiving treatment works was designed to treat and removes to a significant degree. Generally, these are BOD₅, TSS, TKN, and Oil and Grease. Other common wastes include TN, phosphorus, or NH₃-N. (NH₃-N is required for Fertilizer Manufacturing; Iron and Steel Manufacturing; Nonferrous Metals Forming/Metal Powders; Nonferrous Metals Manufacturing, Petroleum Refining, and Pharmaceutical Manufacturing industrial users.)

Average is the 30-day average, not including days with no discharge.

Maximum is the maximum single-day contribution during a peak period of operation. Average and maximum limits must be included for all parameters.

ITEM 11 - Enter limits on incompatible wastes here. Incompatible wastes are any wastes not qualifying as compatible wastes in Item 10. This includes (but is not limited to): metals, total toxic organics, and inorganics such as chloride and sulfate. List all waste parameters that are contributed in concentrations greater than that present in the raw water supply. **USE THE AVERAGE FLOW LIMIT FOR AVERAGE AND MAXIMUM MASS CALCULATIONS.** Average and maximum limits must be included for all parameters. Attach additional sheets as necessary.

***NOTE:** A "Significant industrial user" means an industrial user of a publicly-owned treatment works (POTW) that meets any one of the following conditions:

1. Discharges an average of 25,000 gallons per day or more of process wastewater excluding sanitary, noncontact cooling and boiler blowdown wastewater;
2. Contributes a process waste stream which makes up 5 percent or more of the average dry weather hydraulic or organic capacity of the POTW;
3. Is subject to Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR Chapter I, Subchapter N; or
4. Is designated by the department as a significant industrial user on the basis that the contributing industry, either singly or in combination with other contributing industries, has a reasonable potential for adversely affecting the operation of or effluent quality from the POTW or for violating any pretreatment standards or requirements.

Upon a finding that an industrial user meeting the criteria in paragraph "1" or "2" of this definition has no reasonable potential for adversely affecting the operation of the POTW or for violating any pretreatment standard or requirement, the department may, at any time on its own initiative or in response to a request received from an industrial user or POTW, determine that an industrial user is not a significant industrial user.

Questions may be directed to Julie Faas, 515-725-8409 or julie.faas@dnr.iowa.gov.

Return the form to NPDES.mail@dnr.iowa.gov.

SCHEDULE F

Penalty Charges

PENALTY CHARGE. Major Contributing Industry Violations. The following Penalty Charges shall be assessed for exceeding Daily or Monthly Average flows and/or loads for any Participant's Capacity per a NPDES Permit through the City's Permit and are billed in addition to surcharges. In addition, any violations of a specified pollutant. Such Penalty Charges are set forth in addition to Surcharges.

CONSECUTIVE DAILY OCCURRENCES (determined based on number of consecutive sampling days with a daily maximum violation)

1. First Day: \$250.00 x (actual/pollutant limit)

Example: Actual BOD is 680 pounds per day, limit is 500 pounds per day. Fine would be:
 $\$250.00 \times (680/500) = \340.00

2. Second Day: \$500.00 x (actual/pollutant limit)
3. Third Day: \$750.00 x (actual/pollutant limit)
4. Fourth and additional Days: \$1,000.00 x (actual/pollutant limit)

** Consecutive sampling days shall be based on a 3-day cycle. If there are 2 clean sampling days after a violation, the penalty charge restarts at the First Day.*

**In addition, if Treatment Agreement violations by a major contributing industry cause permit violations by the City, the industry will be responsible for costs incurred by the City.*

CONSECUTIVE MONTHLY AVERAGE OCCURRENCE (determined based on number of consecutive months with a monthly average violation):

1. First Month: \$1,000 x (actual/pollutant limit) (if there has not been a violation of the specified pollutant in the last 12 months)

Example: Actual BOD is 680 pounds per day, limit is 500 pounds per day. Fine would be:
 $\$1,000 \times (680/500) = \$1,360.00$

2. Second Month: \$2,000.00 x (actual/pollutant limit)
3. Third Month: \$3,000.00 x (actual/pollutant limit)
4. Fourth and additional Month: \$4,000.00 x (actual/pollutant limit)

** Consecutive monthly violations shall be based on a 3-month cycle. If there are 2 months without a penalty following a violation, the penalty charge restarts at the First Month.*

**In addition, if Treatment Agreement violations by a major contributing industry cause permit violations by the City, the industry will be responsible for costs incurred by the City.*

Schedule F is subject to revision of the City Council. Penalty charges shall comply with the then current City Ordinance.

SCHEDULE G

Cost Share Amortization Schedule

See attached.

City of Nevada, Iowa
Sewer Enterprise Fund

PROJECTED CAPITAL PAYMENTS (BURKE PAYS \$0 UPFRONT - \$26,152,810 project share, 20-year repayment)

	Principal	Burke Portion Interest	Total D/S	1.10 X Coverage	Annual Adm Fee	Annual Payment	Per Month	
1	\$ 951,051	\$ 817,877	\$ 1,768,928	\$ 176,893	\$ 1,000	\$ 1,130,539.80	\$ 94,211.65	\$ 1,129,539.80
2	\$ 981,739	\$ 787,189	\$ 1,768,928	\$ 176,893	\$ 1,000	\$ 1,946,820.80	\$ 162,235.07	\$ 1,945,820.80
3	\$ 1,013,418	\$ 755,511	\$ 1,768,929	\$ 176,893	\$ 1,000	\$ 1,946,821.90	\$ 162,235.16	\$ 1,945,821.90
4	\$ 1,046,118	\$ 722,810	\$ 1,768,928	\$ 176,893	\$ 1,000	\$ 1,946,820.80	\$ 162,235.07	\$ 1,945,820.80
5	\$ 1,079,874	\$ 689,054	\$ 1,768,928	\$ 176,893	\$ 1,000	\$ 1,946,820.80	\$ 162,235.07	\$ 1,945,820.80
6	\$ 1,114,719	\$ 654,210	\$ 1,768,929	\$ 176,893	\$ 1,000	\$ 1,946,821.90	\$ 162,235.16	\$ 1,945,821.90
7	\$ 1,150,688	\$ 618,240	\$ 1,768,928	\$ 176,893	\$ 1,000	\$ 1,946,820.80	\$ 162,235.07	\$ 1,945,820.80
8	\$ 1,187,818	\$ 581,110	\$ 1,768,928	\$ 176,893	\$ 1,000	\$ 1,946,820.80	\$ 162,235.07	\$ 1,945,820.80
9	\$ 1,226,146	\$ 542,782	\$ 1,768,928	\$ 176,893	\$ 1,000	\$ 1,946,820.80	\$ 162,235.07	\$ 1,945,820.80
10	\$ 1,265,711	\$ 503,217	\$ 1,768,928	\$ 176,893	\$ 1,000	\$ 1,946,820.80	\$ 162,235.07	\$ 1,945,820.80
11	\$ 1,306,553	\$ 462,376	\$ 1,768,929	\$ 176,893	\$ 1,000	\$ 1,946,821.90	\$ 162,235.16	\$ 1,945,821.90
12	\$ 1,348,712	\$ 420,217	\$ 1,768,929	\$ 176,893	\$ 1,000	\$ 1,946,821.90	\$ 162,235.16	\$ 1,945,821.90
13	\$ 1,392,232	\$ 376,697	\$ 1,768,929	\$ 176,893	\$ 1,000	\$ 1,946,821.90	\$ 162,235.16	\$ 1,945,821.90
14	\$ 1,437,156	\$ 331,773	\$ 1,768,929	\$ 176,893	\$ 1,000	\$ 1,946,821.90	\$ 162,235.16	\$ 1,945,821.90
15	\$ 1,483,529	\$ 285,399	\$ 1,768,928	\$ 176,893	\$ 1,000	\$ 1,946,820.80	\$ 162,235.07	\$ 1,945,820.80
16	\$ 1,531,399	\$ 237,529	\$ 1,768,928	\$ 176,893	\$ 1,000	\$ 1,946,820.80	\$ 162,235.07	\$ 1,945,820.80
17	\$ 1,580,814	\$ 188,115	\$ 1,768,929	\$ 176,893	\$ 1,000	\$ 1,946,821.90	\$ 162,235.16	\$ 1,945,821.90
18	\$ 1,631,823	\$ 137,106	\$ 1,768,929	\$ 176,893	\$ 1,000	\$ 1,946,821.90	\$ 162,235.16	\$ 1,945,821.90
19	\$ 1,684,478	\$ 84,451	\$ 1,768,929	\$ 176,893	\$ 1,000	\$ 1,946,821.90	\$ 162,235.16	\$ 1,945,821.90
20	\$ 1,738,832	\$ 30,097	\$ 1,768,929	\$ 176,893	\$ 1,000	\$ 1,946,821.90	\$ 162,235.16	\$ 1,945,821.90
	\$ 26,152,810	\$ 9,225,760	\$ 35,378,570	\$ 3,537,857	\$ 20,000	\$ 38,120,146.00		

Blended Rate 3.18%

This box has Burke's credit of 816,281 subtracted from the total.