



AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, JANUARY 25, 2021 – 6:00 P.M.
NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6TH STREET

Notice to the Public: The Mayor and City Council welcome comments from the public during discussion on agenda items. If you wish to speak, please complete a card found on the podium near this agenda and hand it to the City Clerk before the meeting. When your name is called, please step to the podium, state your name and address for the record, and speak. The Mayor may limit each speaker to five minutes. If you wish to present written materials and/or a signed petition in addition to your oral presentation, those materials need to be delivered to the City Clerk by noon on the Wednesday prior to the meeting to be included in the Council packet. The normal process on any particular agenda item is that the motion is placed on the floor, input is received from the audience, the Council is given an opportunity to comment on the issue or respond to the audience concerns, and the vote is taken. On ordinances, there is time provided for public input when recognized by the Chair. In consideration of all, if you have a cell phone, please turn it off or put it on silent ring. The use of obscene and vulgar language, hate speech, racial slurs, slanderous comments, and any other disruptive behavior during the Council meeting will not be tolerated and the offender may be barred by the presiding officer from further comment before the Council during the meeting and/or removed from the meeting.

The Council may be meeting in the Council Chambers, however, seating is very limited to ensure social distancing, all others are encouraged to participate via Zoom, so long as that option is available, due to the COVID-19 Pandemic.

<https://us02web.zoom.us/j/87961733099?pwd=UERoTDIiUXZHczZlQ9ML0ZOeEIOdz09>

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

Webinar ID: 879 6173 3099 Password: 287321

****If you would like to speak regarding an agenda item or during public forum prior arrangements are REQUIRED. Written documents may also be submitted.***

Please call City Hall at 515-382-5466 or email kwright@cityofnevadaiaowa.org by 4:00 p.m. Monday, January 25th, 2021

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. Approval of CONSENT AGENDA (Any item on the Consent Agenda may be removed for separate consideration.)
 - A. Approve Minutes of the Regular Meeting held on January 11, 2021
 - B. Approve Payment of Cash Disbursements, including Check Numbers 75054-75126 and Electronic Numbers 888-894 (Inclusive) Totaling \$423,659.94 (See attached list)
 - C. Approve Financial Reports for Month of December, 2020

- D. Approve Renewal of Class "B" Wine Permit, Class "C" Beer Permit and Class "E" Liquor License for Fareway Stores, Inc., d/b/a Fareway Store #426, 1505 South B Avenue, Effective March 1, 2021
- E. Schedule Public Hearing for Amendment to Ordinance No 66.05, Load and Weight Restrictions-Truck Routes for February 8th, 2021

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

- A. MetroNet update

6. OLD BUSINESS

- A. Approve FY22 LOT Worksheet with the Ad Hoc listed
- B. Approve HR Green, Inc., Professional Services Agreement for the SRF Sponsored Project Concept Design
- C. Resolution No. 063 (2020/2021): A Resolution Declaring Intent to provide Economic Development Support to Development Project at 1104 6th Street

7. NEW BUSINESS

- A. Resolution No. 064 (2020/2021): A Resolution to approve the Detention Pond Easement and Maintenance Agreement by and between HV-Nevada, IA-1-UT, LLC, and the City of Nevada, Iowa
- B. Request to reduce portion of Sewer Charge on Utility Bill from Che Koster/Michael Ferguson

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

9. ADJOURN

The agenda was posted on the official bulletin board on January 21, 2021, in compliance with the requirements of the open meetings law.

Posted _____

E-Mailed _____

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REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, JANUARY 25, 2021 – 6:00 P.M.
NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6TH STREET

5. PUBLIC FORUM

- A. MetroNet update
Metro Net will be here to present and provide an update on their fiber rollout date in Nevada.

6. OLD BUSINESS

- A. Approve FY22 LOT Worksheet with the Ad Hoc listed
Enclosed you shall find the projected local option tax report and amounts distributed to different groups and projects in Nevada
- B. Approve HR Green, Inc., Professional Services Agreement for the SRF Sponsored Project Concept Design
Enclosed you shall find documentation outlining the request for consultation services in preparation of the application submittal pertaining to incorporate stormwater best management practices.
- C. Resolution No. 063 (2020/2021): A Resolution Declaring Intent to provide Economic Development Support to Development Project at 1104 6th Street
Enclosed you shall find a resolution of intent to support the grant application for Jon Augustus' asking for city support with their renovations for apartments in his downtown building.

7. NEW BUSINESS

- A. Resolution No. 064 (2020/2021): A Resolution to approve the Detention Pond Easement and Maintenance Agreement by and between HV-Nevada, IA-1-UT, LLC, and the City of Nevada, Iowa
Enclosed you shall see an easement and maintenance agreement for the sole purpose of constructing, reconstructing, repairing, grading, and maintaining of the detention pond accommodating stormwater drainage.
- B. Request to reduce portion of Sewer Charge on Utility Bill from Che Koster/Michael Ferguson
Enclosed you shall find an action form outlining a request to reduce a portion of a sewer charge that will appear in their February bill due to a hose hook-up.

NEVADA CITY COUNCIL - MONDAY, JANUARY 11, 2021 6:00 P.M.

1. CALL TO ORDER

The City Council of the City of Nevada, Iowa, met for a meeting in the Council Chambers of Nevada City Hall located at 1209 6th Street, Nevada, Iowa. Mayor Brett Barker, convened the meeting at 6:00 p.m. on Monday, January 11, 2021, pursuant to the rules of the Council. The agenda was posted on the official bulletin board in compliance with the open meeting law. Due emergency measures as a result of the COVID-19 Pandemic the meeting was also streamed via Zoom as listed on the agenda at the following location:

<https://us02web.zoom.us/j/87961733099?pwd=UERoTDIiUXZHCzZlQl9ML0ZOeEIOdz09>

2. ROLL CALL

The roll was called indicating the following named Council Members present and absent. Present: Jason Sampson, Dane Nealson, Sandy Ehrig, Barb Mittman, Luke Spence. Absent: Brian Hanson.

Staff Present: Erin Clanton, Jordan Cook, Kerin Wright, Ray Reynolds, Tim Hansen, Larry Stevens, Shanna Speer, Mike Roth, Casey Patton and Teresa Stadelmann.

Also in attendance were: Karen Selby, Henry Corbin, Jon Augustus and John Hall.

3. APPROVAL OF AGENDA

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

Brian Hanson arrived at 6:01 p.m.

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

Motion by Barb Mittman, seconded by Sandy Ehrig, to **approve the following consent agenda items:**

- A. Approve Minutes of the Regular Meeting held on December 14, 2020
- B. Approve Payment of Cash Disbursements, including Check Numbers 74931-75053 and Electronic Numbers 878-887 (Inclusive) Totaling \$803,875.43 (See attached list)

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

5. PUBLIC FORUM

- A. No one was present or requested to address the council.

6. OLD BUSINESS

- A. Approve HR Green, Inc., Professional Services Agreement for the Second SRF Sponsored Project Application

Motion by Luke Spence, seconded by Dane Nealson, to **approve HR Green Professional Services Agreement for the Second SRF Sponsored Project Application.** After due consideration and discussion the roll was called. Aye: Spence, Nealson, Sampson, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

B. Catalyst Grant for Main Street Nevada/Augustus building

Main Street Nevada Director Henry Corbin, Jon Augustus and John Hall described the desire to apply for the Catalyst Grant through the Iowa Economic Development Authority for the Tipton Building downtown to convert into upper story apartments. They would like the same kind of contribution from the city as was done for the Upper Gatherings project. The item will be placed on the agenda for the January 25th meeting.

C. Discussion and Appropriate Follow-up regarding Emergency Measures during COVID-19 Pandemic and previous Resolution No. 047C (2020/2021)

The consensus of the council was to allow Gates Hall and the Pavilion to go to 50% capacity, still requiring masks and social distancing.

D. Approve Pay Request No. 1 for the Wastewater Treatment Facility, Phase 1 Project in the amount of \$177,507.50

Motion by Sandy Ehrig, seconded by Luke Spence, to **approve Pay Request No. 1 for the Wastewater Treatment Facility, Phase 1 Project in the amount of \$177,507.50.** After due consideration and discussion the roll was called. Aye: Ehrig, Spence, Hanson, Mittman, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

E. Resolution No. 061 (2020/2021): A Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance and securing the payment of \$1,360,000 Sewer Revenue Bonds, Series 2021

Motion by Jason Sampson, seconded by Barb Mittman, to **adopt Resolution No. 061 (2020/2021).** After due consideration and discussion the roll was called. Aye: Sampson, Mittman, Nealson, Spence, Ehrig, Hanson. Nay: None. The Mayor declared the motion carried.

7. NEW BUSINESS

A. Request by Robert Ehrig for Credit for Sewer Charges on Utility Account due to usage not going down the sewer

Motion by Brian Hanson, seconded by Jason Sampson, to **approve request from Robert Ehrig for credit for Sewer Charges on Utility Account due to outside water leak.** After due consideration and discussion the roll was called. Aye: Hanson, Sampson, Spence, Mittman, Nealson. Nay: None. Abstain: Ehrig. The Mayor declared the motion carried.

B. Approve LOT, Capital Equipment Revolving, Hotel/Motel, TIF Worksheets for the FY21/22 Budget.

Motion by Brian Hanson, seconded by Dane Nealson, to **approve FY22 Budget Worksheets including LOT (minus The Ad Hoc), Capital Equipment Revolving, Hotel/Motel and TIF Worksheets. The Ad** After due consideration and discussion the roll was called. Aye: Hanson, Nealson, Sampson, Spence, Ehrig, Mittman. Nay: None. The Mayor declared the motion carried.

- C. Approve HR Green, Inc., Amendment to Master Agreement for Municipal Engineering Services for Design Services for the 2021 Street Improvements Project

Motion by Jason Sampson, seconded by Dane Nealson, to **approve HR Green Agreement Amendment, with corrections, for Design Services for the 2021 Street Improvements Project**. After due consideration and discussion the roll was called. Aye: Sampson, Nealson, Spence, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

- D. Approve HR Green, Inc., Amendment to Master Agreement for Municipal Engineering Services to Prepare an AWIA Risk Assessment & Emergency Response Plan

Motion by Brian Hanson, seconded by Jason Sampson, to **approve HR Green Agreement Amendment to prepare an AWIA Risk Assessment & Emergency Response Plan**. After due consideration and discussion the roll was called. Aye: Hanson, Sampson, Spence, Ehrig, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

- E. Approve HR Green, Inc., Amendment to Master Agreement for Municipal Engineering to perform the Design, Bidding and Construction Phases for the Jordan Well Abandonment

Motion by Sandy Ehrig, seconded by Barb Mittman, to **approve HR Green Agreement Amendment to perform Design, Bidding, and Construction Phases for the Jordan Well Abandonment with corrections to the schedule**. After due consideration and discussion the roll was called. Aye: Ehrig, Mittman, Nealson, Sampson, Spence Hanson. Nay: None. The Mayor declared the motion carried.

- F. Approve HR Green, Inc., Master Professional Services Agreement for GIS Services

Motion by Jason Sampson, seconded by Dane Nealson, to **approve HR Green Agreement Amendment to perform GIS Services**. After due consideration and discussion the roll was called. Aye: Sampson, Nealson, Spence, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

- G. Resolution No. 062 (2020/2021): A Resolution to Amend Fiscal Year 2020/2021 Salary Range and Pay for Performance Salary Matrix for the Wastewater Supervisor

Motion by Jason Sampson, seconded by Dane Nealson, to **adopt Resolution No. 062 (2020/2021)**. After due consideration and discussion the roll was called. Aye: Sampson, Nealson, Spence, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

8. REPORTS:

City Administrator Cook updated the council on the progress of the Wage Study.

Mayor Barker advised Council Member Mittman will be hosting the Saturday Community Coffee where they will discuss Human Trafficking.

Council Member Sampson inquired about an update from MetroNet.

Director of Fire/EMS Reynolds relayed the department was excited about the downtown area getting sprinkled. He also advised they would be applying for the AFG Grant for extrication equipment.

Library Director Speer reported on the Diversity Grant the library received and how it will be implemented. She also updated the council on the status of the digital sign. She noted the library has provided ARP tax assistance in the past and they are trying to determine if staff will be available. Mayor Barker thanked Director Speer for her service the community and Council Member Spence wished her well.

Parks and Recreation Director Hansen advised they are restarting winter programs and taking summer applications.

City Clerk Wright advised the FY22 Budget is being finalized and preparing for the Budget Workshop after the next regular council meeting on January 25th. The first reimbursement request for the SRF Planning and Design loan has been received as well as the FEMA Covid-19 reimbursement.

City Engineer Larry Stevens advised his role at HR Green has been reduced effective January 1, 2021. He will continue to work with Nevada projects; however, he will be going south for a few weeks.

9. ADJOURNMENT

There being no further business to come before the meeting, motion by Dane Neilson, seconded by Jason Sampson, to adjourn the meeting. Following voice vote, the Mayor declared the motion carried at 7:09 p.m. the meeting adjourned.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Published: _____

Council Approved: _____

Item # 4B
 Date: 1/25/21

CITY OF NEVADA
CLAIMS REPORT JANUARY 25, 2021
1/12/21 TRU 1/25/21

VENDOR	REFERENCE	AMOUNT	CHECK #
WAGeworks	FSA 2020 PMT	310.38	893
ALLIANT	WTR/STS/CEM-UTILITIES	3,919.61	75054
WINDSTREAM	SC-PHONES	56.79	75055
MARCO	ALL-COPIER LEASE	799	75056
WENTHOLD EXCAVATING	NEVADA WWTF PHASE 1	177,507.50	75057
J & J SPORTS	REC-SOFTBALLS	348	75058
EFTPS	FED/FICA TAX	24,470.57	888
ICMA	DEFERRED COMP	1,095.00	75064
COLLECTION SVCS CTR	CHILD SUPPORT	305.71	75065
GREAT WESTERN	HSA	217.49	75066
TREASURER STATE OF IA	SALES TAX 1/1-15/2021	5,428.94	889
TREASURER STATE OF IA	WET 1/1-15/2021	11,587.12	890
BAKER & TAYLOR	LIB-MATERIALS	1,137.03	75067
IA COMM NTRK	LIB-LONG DISTANCE	7.54	75068
IA LIBRARY ASSOC	LIB-BELLIS/SOLKO/WRIGHT MEMBERSHIP	245	75069
JOHNSON CONTROLS	LIB-INSPECTION	743.47	75070
CENTER POINT	LIB-MATERIALS	22.17	75071
CENGAGE LEARNING	LIB-MATERIALS	172.18	75072
BLACKHAWK AUTO SPRINK	LIB-SPRINKLER INSPECTION	159.5	75073
AMAZON	LIB-SUPPLIES	206.25	75074
WAGeworks	FSA 2020 PMT	548.5	894
CENTRAL IA DIST	CH-SUPPLIES	177	75075
FAREWAY	WWT-SUPPLIES	21.16	75076
HAWKINS	WTR-AZONE 15	2,835.50	75077
ALLIANT	CH/STS/SC-UTILITIES	4,157.36	75078
VAN WALL EQUIP	FD-MOTO MIX	69.42	75079
STATE HYGIENIC LAB	WWT-LAB ANALYSIS	3,263.00	75080
AMES LOCK & SECURITY	FD-DOOR/LOCK RPR	294.95	75081
ARNOLDS	WWT/STS-SUPPLIES	136.55	75082
VERIZON	PD/WTR/WWT/LIB-SVCS	1,040.26	75083
NEVADA COLLISION	PD-#33&91-PARTS	84.57	75084
GATEHOUSE	ADM-PUBLIC NOTICES	589.01	75085
HOKEL	WWT-CYLINDER RENT	15	75086
ROBB MORGAN	STS-DERECHO DAMAGE	28,500.00	75087
IA DOT	STS-SUPPLIES	967.15	75088
SANDRY FIRE	FD-#110 FLASHLIGHT	167.55	75089
O'HALLORAN INTL	STS-SUPPLIES	129.5	75090
DRAINTECH	WWT/GH-412 I AVE/GREASE RMVL	864.75	75091
WINDSTREAM	PD-PHONES	76.47	75092
CONSUMERS ENERGY	ALL-SVCS	5,654.39	75093
JOHN DEERE FIN	WTR/STS-SUPPLIES	268.09	75094
HR GREEN	ALL-ENGINEERING	3,941.50	75095
SHILL ELECTRIC	WTR-PLANT LIGHTS	1,585.00	75096
BRICK GENTRY	ALL-LEGAL	6,930.00	75097

COPY SYSTEMS	WTR/WWT/ADM-PRINTING	184.5	75098
MISSISSIPPI LIME	WTR-QUICKLIME	6,763.13	75099
TAC 10	PD-MAINT RENEWAL	645	75100
WALKER PROCESS EQUIP	WWT-CLAIFIER RPR PARTS	276.17	75101
CENTRAL IA WATER ASSC	WTR-LWE RAW WATER 1/2021	388.06	75102
NUCARA	REC-SUPPLIES	16.92	75103
CONVERSE CONDIT AIR	CEM-REZNOR HEATER	1,882.00	75104
PRINCIPAL FIN	ALL-LIFE INSURANCE	560.4	75105
QUADIENT	ALL-POSTAGE	1,000.00	75106
AMAZON	CH/FD/COVID-SUPPLIES	277.23	75107
CIZMADIA, JOSH	PD-REIMB	170.8	75108
BEATY, RAY	EMS-JONES CPR CLASS	25	75109
AMES FORD LINCOLN	PD-REPAIR	1,846.13	75110
SCHULING HITCH	FD-LOADLIFTER	600	75111
BOUND TREE MED	EMS-SUPPLIES	414.19	75112
DEERY BROTHERS	FD-RMV FROM OLD TRUCK TO NEW	940.2	75113
CIEMSD	EMS-AIRWAY CLASS	150	75114
CRITICAL HIRE	PD-SUMMERS/BRACKEN	20	75115
MENARDS - AMES	PKM/WWT-SUPPLIES	93.69	75116
CENTRALSQUARE TECH	PD-SAFTY/DISPATCH SOFTWARE	37,616.10	75117
HONEYBADGER	PD-HOLIDAY CARDS	150	75118
ROCKFORD REGISTER START	PD-RECRUITMENT EXP	1,060.00	75119
JOBSHQ	PD-RECRUITMENT EXP	1,017.50	75120
ST LOUIS POST-DISPATCH	PD-RECUITMENT EXP	1,111.66	75121
CAPITAL NEWSPAPERS	PD-RECRUITMENT	1,095.34	75122
STARTRIBUNE	PD-RECRUITMENT EXP	1,680.00	75123
THE ARGUS LEADER	PD-RECRUITMENT	1,843.74	75124
WINSUPPLY	CEM-BATHROOM REMODEL	155.37	75125
VERIATO	PD-VERIATO INVESTIGATOR	150	75126
	Accounts Payable Total	<u>353,189.06</u>	
	Payroll Checks	<u>70,470.88</u>	
	***** REPORT TOTAL *****	<u>423,659.94</u>	
	GENERAL	118,295.34	
	ROAD USE TAX	13,515.34	
	LOCAL OPTION SALES TAX	415.2	
	LIBRARY TRUST	651.89	
	CBD DOWNTOWN IMPR	2,407.75	
	WATER	46,777.14	
	SEWER	21,909.00	
	SEWER CAP IMP PROJECT	177,507.50	
	LANDFILL/GARBAGE	55.09	
	STORM WATER	73.14	
	REVOLVING FUND	41,193.67	
	FLEX BENEFIT REVOLVING	858.88	
	TOTAL FUNDS	<u>423,659.94</u>	

LBL CERP 1/21/21
CASH 8:45 AM

CITY OF NEVADA
BALANCE SHEET
CALENDAR 12/2020, FISCAL 6/2021

Item # 4C
Date: 1/25/21

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
01-000-1110	CASH-GENERAL FUND	224,815.23-	7,190,950.11
02-000-1110	CASH-HOTEL/MOTEL	30.57	20,715.53
10-000-1110	CASH-ROAD USE TAX	18,669.18	1,899,178.88
12-000-1110	CASH-EMPLOYEE BENEFITS	21,698.82	521,841.71
13-000-1110	CASH-RUT CAPITAL	237.38	160,854.92
19-000-1110	CASH-EMERGENCY FUND	2,257.24	41,547.91
21-000-1110	CASH-LOCAL OPTION TAX	78,929.72	739,637.27
25-000-1110	CASH-TIF	42,223.03	2,567,587.10
26-000-1110	CASH-LMI SUBFUND		77,320.56
67-000-1111	RESERVE-WELLS	2.60	1,763.49
67-000-1113	RESERVE-ZWILLING	.16	110.86
67-000-1114	RESERVE-ALBERRY	1.49	1,009.00
68-000-1118	RESERVE-UNDESIGNATED	.01	7.89
68-000-1119	RESERVE-HARMS TRUST, GREEN SP	38.75	26,256.94
69-000-1110	CASH-LIBRARY TRUST	1,778.86-	36,012.50
71-000-1110	CASH-FIRE TRUST	25.56	17,319.57
72-000-1110	CASH-SCORE UNDESIGNATED	8.33	5,646.22
73-000-1110	CASH-SCORE O&M	.39	262.33
74-000-1110	CASH-NORTH STORY BASEBALL	7.13	4,831.25
75-000-1110	CASH-SENIOR COMM CENTER	11.90	8,061.25
76-000-1110	CASH-GH PIANO	27.84	18,863.44
77-000-1110	CASH-POLICE FOREITURE	17.85	12,094.71
79-000-1122	RESERVE-GRNBLT MAP 2005	5.28	3,579.05
79-000-1124	RESERVE-ST CO TRAIL	.58	394.76
79-000-1125	RESERVE-IND RDG GREENBE	2.51	1,704.10
79-000-1127	RESERVE-UNRESTRICTED	1,724.33	70,289.31
79-000-1128	RESERVE-SCORE SCOREBOAR	6.73	4,562.91
79-000-1130	RESERVE-LANDSCAPING	16.75	6,351.08
79-000-1131	RESERVE-FIELD MAINT	15.30	10,366.35
79-000-1132	RESERVE-LEW HANSEN SUB	2.07	1,402.47
79-000-1133	RESERVE-87 SOUTHWOOD	11.14	7,546.60
79-000-1134	RESERVE-MARDEAN PARK	1.32	895.66
80-000-1110	CASH-COLUMBARIAN MAINT	5.30	3,592.93
1-000-1110	CASH-TRAIL MAINTENANCE	9.53	6,460.47
2-000-1110	CASH-DANIELSON/OTHERTRU	368.36	249,611.29
3-000-1110	CASH-LIB BLDG TRUST	.29	194.11
4-000-1110	CASH-TREES FOREVER	6.68	4,527.31
5-000-1110	CASH-4TH OF JULY	7.64	5,175.79
6-000-1110	CASH-COMM BAND	1.24	842.54
0-000-1110	CASH-DEBT SERVICE	151,568.18-	387,494.13
1-000-1110	CASH-CITY HALL/PUBLIC S	.86	582.47
2-000-1110	CASH-LIBRARY BLDG	5,168.26	96,304.00
4-000-1110	CASH-SC/FIELDHOUSE	1,411.50-	56,852.93-
7-000-1110	CASH-SIDEWALKIMPROVEMEN	956.16	48,731.94
1-000-1110	CASH-2019 CIP WORK	12,399.92-	1,650,244.22
2-000-1110	CASH-2019 SOUTH D AVE PAVING		123,168.32-
5-000-1110	CASH-CBD DOWNTOWN IMPR	213,735.34-	4,148,839.69
1-000-1110	CASH-TRAIL CIP PROJECTS	352.46	238,839.87
3-000-1110	CASH-2017STS,WTR,WMT,STM PROJ	513.07	347,671.81
3-000-1110	CASH-LINC HWY/W 18TH ST INTERS		548,265.65-
3-000-1110	CASH-2017BOND, REFUND 2013B	.01	8.73

CITY OF NEVADA
BALANCE SHEET
CALENDAR 12/2020, FISCAL 6/2021

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
00-000-1110	CASH-PERPETUAL CARE		153,711.58
01-000-1110	CASH-HATTERY		5,000.00
00-000-1110	CASH-WATER O&M	55,302.84	1,507,872.60
01-000-1110	CASH-WATER DEPOSITS	456.72	77,127.57
02-000-1110	CASH-WATER PLANT UPGRADE RSRV	1,601.51	1,085,239.49
05-000-1110	CASH-WATER 2012C BOND	44,013.48-	657,841.73
07-000-1110	CASH-WTR CAPITAL REVOLV	9,714.16-	315,725.03
10-000-1110	CASH-WASTEWATER O&M	23,925.46	1,664,866.19
15-000-1110	CASH-SEWER CONSTRUCTION	8,879.09	2,374,417.14
16-000-1110	CASH-WWT CIP	368,822.72-	2,355,273.59-
17-000-1110	CASH-WWT CAPITAL	437.99	296,798.98
18-000-1110	CASH-SRF SPONSORED PROJECT		20,000.00-
10-000-1110	CASH-GARBAGE UTILITY	5,951.51	32,934.99-
10-000-1110	CASH-STORM WATER UTILIT	14,892.16	673,086.85
0-000-1139	RESERVE-PARK & RECREATI	114.90	77,861.14
0-000-1140	RESERVE-LIBRARY	3,577.48	52,501.19
0-000-1141	RESERVE-CEMETERY	70.92	48,056.46
0-000-1142	RESERVE-FINANCE	500.14	338,911.55
0-000-1143	RESERVE-FIRE	1,205.62	313,459.27
0-000-1144	RESERVE-POLICE	14,315.89-	186,610.80
0-000-1146	RESERVE-PLANNING & ZONI	44.08	29,868.06
0-000-1147	RESERVE-GATES HALL	21.94	14,867.21
0-000-1148	RESERVE-TECHNOLOGY	438.27-	14,437.18
2-000-1110	CASH-FLEXIBLE BENEFITS	1,709.31-	4,117.22
0-000-1110	CASH-SICK & VACATION	452.93	306,921.10
	CASH TOTAL	753,923.75-	27,710,889.89
1-000-1120	PETTY CASH - LIBRARY		75.00
1-000-1120	PETTY CASH - CITY HALL		600.00
	PETTY CASH TOTAL	.00	675.00
0-000-1168	COUNTY FOUNDATION INVES		81,600.83
	SAVINGS TOTAL	.00	81,600.83
	TOTAL CASH	753,923.75-	27,793,165.72

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,194,876.00	105,667.11	729,926.10	61.09	464,949.90
	POLICE-OFFICE TOTAL	117,989.00	12,726.51	59,063.32	50.06	58,925.68
	EMERGENCY MANAGEMENT TOTAL	900.00	81.08	457.89	50.88	442.11
	COVID-19 TOTAL	.00	3,822.93	7,225.92	.00	7,225.92-
	DERECHO TOTAL	.00	.00	895.00	.00	895.00-
	FLOOD CONTROL TOTAL	32,600.00	2,101.19	23,501.85	72.09	9,098.15
	FIRE TOTAL	370,606.00	26,367.11	249,865.98	67.42	120,740.02
	AMBULANCE TOTAL	38,800.00	1,533.13	9,930.63	25.59	28,869.37
	BUILDING INSPECTIONS TOTAL	55,941.00	12,556.16	34,224.69	61.18	21,716.31
	ANIMAL CONTROL TOTAL	5,100.00	65.80	2,230.36	43.73	2,869.64
	ANIMAL CONTROL-OWNER TOTAL	1,500.00	13.40	704.30	46.95	795.70
	PUBLIC SAFETY TOTAL	1,818,312.00	164,934.42	1,118,026.04	61.49	700,285.96
	ROADS, BRIDGES, SIDEWALKS TOTA	778,205.00	105,478.96	398,815.41	51.25	379,389.59
	STREET LIGHTING TOTAL	144,000.00	8,444.69	55,853.53	38.79	88,146.47
	TRAFFIC CONTROL & SAFETY TOTA	1,000.00	.00	.00	.00	1,000.00
	PAVEMENT MARKINGS TOTAL	20,000.00	.00	4,208.85	21.04	15,791.15
	SNOW REMOVAL TOTAL	82,275.00	3,897.24	4,972.17	6.04	77,302.83
	TREES & WEEDS TOTAL	50,000.00	.00	93.24	.19	49,906.76
	PUBLIC WORKS TOTAL	1,075,480.00	117,820.89	463,943.20	43.14	611,536.80
	WATER,AIR,MOSQUITO CONTRO TOTA	13,000.00	.00	.00	.00	13,000.00
	ACCESS TOTAL	1,030.00	.00	1,030.00	100.00	.00
	NEVADA YOUTH & SHELTER TOTAL	6,925.00	.00	6,925.00	100.00	.00
	CENTER FOR ADDICTIONS RCY TOTA	2,230.00	.00	2,230.00	100.00	.00
	COMMUNITY RESORCE CENTER TOTA	21,540.00	.00	21,540.00	100.00	.00
	STORY CO VOLUNTEER CENTER TOTA	1,020.00	.00	1,020.00	100.00	.00
	RETIRED SEN VOLUNTEER PGM TOTA	990.00	.00	990.00	100.00	.00
	HEARTLAND SENIOR SERVICES TOTA	1,890.00	.00	1,890.00	100.00	.00
	MIDIOWA COMMUNITY ACTION TOTA	1,510.00	.00	1,510.00	100.00	.00
	GOOD NEIGHBOR EM ASSIST TOTAL	2,210.00	.00	2,210.00	100.00	.00
	STORY CO LEGAL AID TOTAL	2,360.00	.00	2,360.00	100.00	.00
	SALVATION ARMY TOTAL	1,905.00	.00	1,905.00	100.00	.00
	TOTAL	2,800.00	.00	2,800.00	100.00	.00
	OTHER HEALTH/SOCIAL SERV TOTA	5,140.00	.00	4,360.00	84.82	780.00
	HEALTH & SOCIAL SERVICES TOTA	64,550.00	.00	50,770.00	78.65	13,780.00
	LIBRARY TOTAL	464,476.00	40,192.19	214,411.54	46.16	250,064.46
	LIBRARY-DONATED TOTAL	32,500.00	124.42	1,668.05	5.13	30,831.95
	LIBRARY-STATE INFRASTRUCT TOTA	21,500.00	1,207.59	9,123.63	42.44	12,376.37
	MUSEUM/BAND/THEATRE TOTAL	1,520.00	.00	.00	.00	1,520.00
	PARKS TOTAL	104,075.00	9,745.57	62,871.26	60.41	41,203.74
	PARK MAINTENANCE TOTAL	398,670.00	17,706.87	158,275.25	39.70	240,394.75
	PARKS-AHTLETIC FIELDS TOTAL	20,000.00	613.34	10,819.94	54.10	9,180.06
	TRAIL SYSTEM-BIKE/WALK TOTAL	15,000.00	.00	.00	.00	15,000.00

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	FOUR-PLEX COMPLEX TOTAL	48,052.00	142.11	4,681.37	9.74	43,370.63
	POOL TOTAL	242,036.00	7,047.18	53,920.67	22.28	188,115.33
	RECREATION TOTAL	68,949.00	6,849.12	35,866.73	52.02	33,082.27
	ADULT SOFTBALL TOTAL	600.00	.00	14.72	2.45	585.28
	COMMUNITY HEALTH/WEALTHNESS TOTA	500.00	.00	.00	.00	500.00
	SENIOR ACTIVITY TOTAL	1,000.00	2,640.67	3,879.62	387.96	2,879.62-
	CEMETERY TOTAL	148,733.00	9,422.55	61,619.09	41.43	87,113.91
	COMMUNITY CTR/ZOO/MARINA TOTA	188,166.00	15,432.50	80,452.65	42.76	107,713.35
	SENIOR COMMUNITY CENTER TOTAL	7,062.00	290.43	2,748.64	38.92	4,313.36
	FIELDHOUSE TOTAL	65,000.00	.00	.00	.00	65,000.00
	BASEBALL SOFTBALL TOTAL	34,733.00	.00	1,514.95	4.36	33,218.05
	YOUTH BASKETBALL TOTAL	10,209.00	1,479.69	2,514.98	24.63	7,694.02
	VOLLEYBALL TOTAL	2,115.00	100.00	1,413.31	66.82	701.69
	FLAG FOOTBALL TOTAL	6,070.00	.00	3,453.92	56.90	2,616.08
	HALLOWEEN TOTAL	250.00	135.14	408.33	163.33	158.33-
	JR THEATRE/FESTIVAL TREES TOTA	2,615.00	132.68	1,240.31	47.43	1,374.69
	CIRL TOTAL	2,000.00	135.03	1,130.03	56.50	869.97
	SOFTBALL TOURNAMENT TOTAL	1,000.00	.00	150.00	15.00	850.00
	HISTORICAL SOCIETY TOTAL	491.00	.00	5,000.00	1,018.33	4,509.00-
	HISTORIC PRESERVATION TOTAL	8,500.00	.00	.00	.00	8,500.00
	OTHER CULTURE/RECREATION TOTA	2,930.00	.00	2,930.00	100.00	.00
	CULTURE & RECREATION TOTAL	1,898,752.00	113,397.08	720,108.99	37.93	1,178,643.01
	ECONOMIC DEVELOPMENT TOTAL	432,352.00	.00	80,744.81	18.68	351,607.19
	MAIN STREET NEVADA TOTAL	25,000.00	.00	25,000.00	100.00	.00
	HOUSING & URBAN RENEWAL TOTAL	10,000.00	.00	.00	.00	10,000.00
	PLANNING & ZONING TOTAL	166,282.00	9,860.24	52,067.35	31.31	114,214.65
	CHRISTMAS LIGHTS TOTAL	800.00	.00	.00	.00	800.00
	4TH OF JULY TOTAL	9,000.00	.00	.00	.00	9,000.00
	LINCOLN HWY DAYS TOTAL	4,000.00	.00	.00	.00	4,000.00
	VISITOR'S GUIDE TOTAL	500.00	.00	.00	.00	500.00
	OTHER COMM & ECO DEV TOTAL	30,700.00	.00	364.00	1.19	30,336.00
	COMMUNITY & ECONOMIC DEV TOTA	678,634.00	9,860.24	158,176.16	23.31	520,457.84
	MAYOR/COUNCIL/CITY MGR TOTAL	12,220.00	1,100.04	5,614.65	45.95	6,605.35
	COUNCIL TOTAL	7,987.00	.00	2.00	.03	7,985.00
	CITY ADMINISTRATOR TOTAL	74,800.00	8,738.19	12,812.79	17.13	61,987.21
	CLERK/TREASURER/ADM TOTAL	347,573.00	20,889.13	119,274.69	34.32	228,298.31
	LEGAL SERVICES/ATTORNEY TOTAL	120,800.00	25,871.30	71,860.30	59.49	48,939.70
	CITY HALL/GENERAL BLDGS TOTAL	124,349.00	14,679.87	63,960.54	51.44	60,388.46
	TORT LIABILITY TOTAL	40,160.00	.00	40,653.20	101.23	493.20-
	OTHER GENERAL GOVERNMENT TOTA	13,000.00	4,545.23	8,079.72	62.15	4,920.28
	GENERAL GOVERNMENT TOTAL	740,889.00	75,823.76	322,257.89	43.50	418,631.11
	CITYHALL/LIBRARY DEBT TOTAL	96,613.00	5,781.25	5,781.25	5.98	90,831.75

CITY OF NEVADA
BUDGET REPORT

CALENDAR 12/2020, FISCAL 6/2021 PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	CBD PROJECT 8.9M TOTAL	.00	105,106.11	105,106.11	.00	105,106.11-
	2013 GO BOND TOTAL	.00	37,125.00	37,125.00	.00	37,125.00-
	2019B CIP WORK TOTAL	570,350.00	22,650.00	22,650.00	3.97	547,700.00
	DDCE WTR/WWT/STS DEBT TOTAL	674,300.00	.00	.00	.00	674,300.00
	DEBT SERVICE TOTAL	1,341,263.00	170,662.36	170,662.36	12.72	1,170,600.64
	ROADS, BRIDGES, SIDEWALKS TOTA	4,411,000.00	234,693.06	2,892,853.45	65.58	1,518,146.55
	SIDEWALKS TOTAL	25,000.00	.00	.00	.00	25,000.00
	RAILROAD CROSSINGS TOTAL	5,000.00	.00	.00	.00	5,000.00
	FIELDHOUSE TOTAL	8,500,000.00	1,411.50	14,246.18	.17	8,485,753.82
	CITY HALL/GENERAL BLDGS TOTAL	2,000.00	.00	280.00	14.00	1,720.00
	CAPITAL PROJECTS TOTAL	12,943,000.00	236,104.56	2,907,379.63	22.46	10,035,620.37
	OTHER GENERAL GOVERNMENT TOTA	.00	3,895.95	16,994.28	.00	16,994.28-
	WTR 2012C BOND TOTAL	3,983,004.00	44,013.48	3,452,414.23	86.68	530,589.77
	WATER TOTAL	40,720.00	10,180.08	20,360.16	50.00	20,359.84
	WATER-PLANT/PUMPS TOTAL	793,897.00	52,452.42	433,544.76	54.61	360,352.24
	WATER-LINES-INST & O&M TOTAL	61,493.00	5,710.77	30,667.72	49.87	30,825.28
	WATER ACCOUNTING TOTAL	330,517.00	31,173.51	172,449.46	52.18	158,067.54
	WASTEWATER PLANT TOTAL	702,080.00	95,816.64	378,588.08	53.92	323,491.92
	WASTEWATER COLLECTION TOTAL	2,070,052.00	374,545.73	1,109,340.03	53.59	960,711.97
	WASTEWATER ACCOUNTING TOTAL	224,352.00	22,190.66	103,757.87	46.25	120,594.13
	LANDFILL/GARBAGE TOTAL	72,079.00	55.21	71,755.45	99.55	323.55
	STORM WATER TOTAL	35,900.00	202.50	1,424.52	3.97	34,475.48
	ENTERPRISE FUNDS TOTAL	8,314,094.00	640,236.95	5,791,296.56	69.66	2,522,797.44
	TRANSFERS IN/OUT TOTAL	8,279,362.00	.00	2,746,593.06	33.17	5,532,768.94
	TRANSFER OUT TOTAL	8,279,362.00	.00	2,746,593.06	33.17	5,532,768.94
	TOTAL EXPENSES	37,154,336.00	1,528,840.26	14,449,213.89	38.89	22,705,122.11

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	6/2021 MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	4,024,110.00	140,952.85	2,056,267.36	51.10	1,967,842.64
	HOTEL MOTEL TOTAL	11,250.00	30.57	4,987.29	44.33	6,262.71
	ROAD USE TAX TOTAL	958,128.00	83,369.96	509,585.92	53.19	448,542.08
	EMPLOYEE BENEFITS TOTAL	702,835.00	21,698.82	397,574.37	56.57	305,260.63
	RUT CAPITAL TOTAL	176,500.00	237.38	176,144.57	99.80	355.43
	EMERGENCY FUND TOTAL	73,308.00	2,257.24	41,547.91	56.68	31,760.09
	LOCAL OPTION SALES TAX TOTAL	922,000.00	95,544.97	742,023.15	80.48	179,976.85
	TAX INCREMENT FINANCING TOTAL	969,646.00	42,223.03	507,692.13	52.36	461,953.87
	LMI-SUBFUND TOTAL	64,672.00	.00	.00	.00	64,672.00
	RESTRICTED GIFTS TOTAL	30.00	4.25	24.81	82.70	5.19
	CEMETARY CIP/LAND TOTAL	300.00	38.76	226.02	75.34	73.98
	LIBRARY TRUST TOTAL	8,100.00	446.85	6,999.76	86.42	1,100.24
	FIRE TRUST TOTAL	300.00	25.56	149.05	49.68	150.95
	SCORE-UNDESIGNATED TOTAL	100.00	8.33	50.23	50.23	49.77
	SCORE O&M TOTAL	5.00	.39	2.25	45.00	2.75
	NORTH STORY BASEBALL TOTAL	21,500.00	7.13	41.58	.19	21,458.42
	SENIOR CENTER TRUST TOTAL	150.00	11.90	69.38	46.25	80.62

CITY OF NEVADA
REVENUE REPORT
CALENDAR 12/2020, FISCAL
BUDGET
ESTIMATE

6/2021
MTD
BALANCE

PCT OF FISCAL YTD
YTD PERCENT
BALANCE RECVD

50.0%
UNCOLLECTED
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OPER: KW

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	6/2021 MTD BALANCE	PCT OF FISCAL YTD YTD PERCENT BALANCE RECVD	50.0% UNCOLLECTED
	GATES HALL PIANO TOTAL	225.00	27.84	162.34 72.15	62.66
	ASSET FORFEITURE TOTAL	100.00	17.85	104.09 104.09	4.09-
	PARK OPEN SPACE TOTAL	24,450.00	1,786.01	17,459.91 71.41	6,990.09
	COLUMBARIAN MAINTENANCE TOTAL	220.00	5.30	30.91 14.05	189.09
	TRAIL MAINTENANCE TOTAL	10,200.00	9.53	10,045.97 98.49	154.03
	DANIELSON TRUST TOTAL	500.00	368.36	2,150.34 430.07	1,650.34-
	LIB BLDG TRUST TOTAL	200.00	.29	1.67 .84	198.33
	TREES FOREVER TOTAL	50.00	6.68	38.97 77.94	11.03
	4TH OF JULY TRUST TOTAL	2,020.00	7.64	144.24 7.14	1,875.76
	COMMUNITY BAND TOTAL	1,000.00	1.24	7.25 .73	992.75
	DEBT SERVICE TOTAL	1,364,389.00	19,094.18	333,853.10 24.47	1,030,535.90
	CH CAMPUS PROJ TOTAL	100.00	.86	6.22 6.22	93.78
	LIBRARY ADDITION TOTAL	102,237.00	5,168.26	94,955.35 92.88	7,281.65
	SC/FIELDHOUSE TOTAL	8,500,000.00	.00	.00 .00	8,500,000.00
	SIDEWALK IMPROVEMENTS TOTAL	35,000.00	956.16	2,949.36 8.43	32,050.64
	2019 CIP WORK TOTAL	.00	2,435.29	14,310.18 .00	14,310.18-
	2019 SOUTH D AVE PAVING TOTAL	.00	.00	480,179.97 .00	480,179.97-

CCOUNT NUMBER	ACCOUNT TITLE	ESTIMATE	BALANCE	BALANCE	RECVD	UNCOLLECTED
	CBD DOWNTOWN IMPR TOTAL	9,285,000.00	6,122.51	294,107.97	3.17	8,990,892.03
	TRAIL CIP RESERVE PROJTS TOTA	66,837.00	352.46	2,055.36	3.08	64,781.64
	2017 STS/WT/SE/STRM PROJ TOTA	.00	513.07	2,991.94	.00	2,991.94-
	LINC HWY-W 18TH ST INTSCT TOTA	.00	.00	45,903.65	.00	45,903.65-
	2017 BOND, REFUND 2013B TOTAL	.00	.01	.06	.00	.06-
	PERPETUAL CARE TOTAL	3,800.00	.00	1,850.00	48.68	1,950.00
	WATER TOTAL	2,204,527.00	142,896.89	1,252,246.10	56.80	952,280.90
	WATER DEPOSITS TOTAL	25,000.00	1,950.00	10,990.00	43.96	14,010.00
	WATER PLANT UPGRADE RSRV TOTA	210,000.00	1,601.51	209,038.99	99.54	961.01
	WATER 2012C/2020B BOND TOTAL	3,440,757.00	.00	4,074,246.46	118.41	633,489.46-
	WATER CAPITAL REVOLVING TOTAL	127,500.00	465.92	128,042.91	100.43	542.91-
	SEWER TOTAL	1,316,054.00	147,505.19	837,655.80	63.65	478,398.20
	SEWER CONSTRUCTION TOTAL	323,000.00	8,879.09	302,335.90	93.60	20,664.10
	SEWER CAP IMP PROJECT TOTAL	3,000,000.00	.00	.00	.00	3,000,000.00
	SEWER EQUIP REVOLVING TOTAL	63,000.00	437.99	62,563.78	99.31	436.22
	LANDFILL/GARBAGE TOTAL	68,650.00	6,006.72	36,417.83	53.05	32,232.17
	STORM WATER TOTAL	178,900.00	15,094.66	93,718.33	52.39	85,181.67

CITY OF NEVADA
REVENUE REPORT
CALENDAR 12/2020, FISCAL
BUDGET
ESTIMATE

6/2021
MTD
BALANCE

PCT OF FISCAL YTD
YTD PERCENT
BALANCE RECVD

Page 4
OPER: KW
50.0%
UNCOLLECTED

ACCOUNT NUMBER	ACCOUNT TITLE					
	REVOLVING FUND TOTAL	487,500.00	20,571.92	417,824.60	85.71	69,675.40
	FLEX BENEFIT REVOLVING TOTAL	.00	2,186.64	15,826.92	.00	15,826.92-
	OTHER INTERNAL SERV FUND TOTA	4,500.00	452.93	2,641.23	58.69	1,858.77
	TOTAL REVENUE BY FUND	<u>38,778,650.00</u>	<u>770,887.29</u>	<u>13,190,243.48</u>	<u>34.01</u>	<u>25,588,406.52</u>

Item # 40
Date: 1/25/21

Applicant License Application (LE0001536)

Name of Applicant: <u>Fareway Stores, Inc.</u>		
Name of Business (DBA): <u>Fareway Stores, Inc. #426</u>		
Address of Premises: <u>1505 South B Avenue</u>		
City <u>Nevada</u>	County: <u>Story</u>	Zip: <u>50201</u>
Business	<u>(515) 382-2875</u>	
Mailing	<u>2300 Industrial Park Road</u>	
City <u>Boone</u>	State <u>IA</u>	Zip: <u>50036</u>

Contact Person

Name <u>Tracey Wilson</u>	
Phone: <u>(515) 433-5336</u>	Email <u>twilson@farewaystores.com</u>

Classification Class E Liquor License (LE)

Term: 12 months

Effective Date: 03/01/2021

Expiration Date: 02/28/2022

Privileges:

Class B Wine Permit

Class C Beer Permit (Carryout Beer)

Class E Liquor License (LE)

Status of Business

BusinessType: <u>Privately Held Corporation</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Fred E. Vitt Control Trust

First Name: <u>Fred E.</u>	Last Name: <u>Vitt Control Trust</u>	
City: <u>Boone</u>	State: <u>Iowa</u>	Zip: <u>50036</u>
Position: <u>Trust</u>		
% of Ownership: <u>10.87%</u>	U.S. Citizen: <u>Yes</u>	

Garrett S Piklapp

First Name: <u>Garrett S</u>	Last Name: <u>Piklapp</u>	
City: <u>Huxley</u>	State: <u>Iowa</u>	Zip: <u>50124</u>
Position: <u>Secretary</u>		
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>Yes</u>	

Fareway Control Trust

First Name: <u>Fareway</u>	Last Name: <u>Control Trust</u>	
City: <u>Boone</u>	State: <u>Iowa</u>	Zip: <u>50036</u>

Position: Trust

% of Ownership: 55.88%

U.S. Citizen: Yes

Various Individuals & Trust each
holding less than 5%

First Name: Various Individuals & Trust Last Name: each holding less than 5%

City: Unknown

State: Iowa

Zip: 55555

Position: Stockholders

% of Ownership: 33.25%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: Merchants Bonding Company

Policy Effective Date: 03/01/2021

Policy Expiration 01/01/1900

Bond Effective 2

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

Memo

To: City Council

From: Shawn Cole, Zoning Supervisor

CC: Jordan Cook, City Administrator

Date: 01/20/21

RE: Truck Routes

- 1. Proposed Truck Route Changes:** The City designates truck routes so large trucks can move through town in the safest way possible. A delivery truck may use any street to reach its delivery it just has to use the truck routes as much as possible. The City hopes to remove large truck traffic from the downtown with the changes otherwise current truck traffic within the City will not be affected. The Council may after review & comment schedule a public hearing on Monday February 8th to discuss further. Included in your packet is the current map & ordinance & the proposed.

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

NOTICE OF PUBLIC HEARING ON PROPOSED AMENDMENT OF CITY
OF NEVADA CODE OF ORDINANCES BY AMENDING CHAPTER 66
LOAD AND WEIGHT RESTRICTIONS, TRUCK ROUTES

Notice Is Hereby Given: That at 6:00 o'clock p.m., at the Nevada City Hall Council Chambers, Nevada, Iowa, on February 8th, 2021, the City Council of the City of Nevada, Iowa, will hold a public hearing on the question of amending the Code of Ordinances of the City of Nevada Iowa, by Amending Chapter 66.05, Load and Weight Restrictions-Truck Routes. A copy of the proposed Ordinance is on file for public inspection in the office of the City Clerk. **The Council may be meeting in the Council Chambers, however, seating is very limited to ensure social distancing, all others are encouraged to participate via Zoom, so long as that option is available, due to the COVID-19 Pandemic.**

<https://us02web.zoom.us/j/87961733099?pwd=UERoTDIiUXZHczZlQ9ML0ZOeElOdz09>

At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

Kerin Wright
City Clerk

CURRENT ORDINANCE

66.05 TRUCK ROUTES.

Truck route regulations are established as follows:

1. Truck Routes Designated. Every motor vehicle weighing eight (8) tons or more, when loaded or empty, having no fixed terminal within the City or making no scheduled or definite stops within the City for the purpose of loading or unloading shall travel over or upon the following streets within the City and none other. For the purposes of this section, the terms "Motor Vehicle, Motor Truck, Truck Tractor, Trailer and Semitrailer" shall have the meaning defined in Section 321.1, the Code.

(Ord. 949 - Jul. 09 Supp.)

(Code of Iowa, Sec. 321.473)

- A. Lincoln Highway from the west City limit to the east City limit.
- B. West Fourth (4th) Street (S-14) from Lincoln Highway to the north City limit and from Highway 30 to the south City limit.
- C. Sixth (6th) Street from Q Avenue to Highway 30.
- D. E Avenue from Sixth (6th) Street to Eleventh (11th) Street, except between 10th Street and 11th Street any eastbound motor truck and trailer or truck tractor and semitrailer is prohibited and must follow the alternate truck route set forth in paragraphs S, T, and U.

(Ord. 949 - Jul. 09 Supp.)

- E. Eleventh (11th) Street from E Avenue to south City limit.
- F. N Avenue from S-14 to Fifteenth (15th) Street.
- G. Fifteenth (15th) Street from N Avenue to Lincoln Highway.
- H. Tenth (10th) Street from Lincoln Highway to T Avenue.
- I. T Avenue from Fifth (5th) Street to east City limit.
- J. Eleventh (11th) Street from T Avenue to the north City limit.
- K. Nineteenth (19th) Street from Lincoln Highway to the south City limit.
- L. West Eighteenth (18th) Street from Lincoln Highway to south City limit.
- M. South B Avenue from Eleventh (11th) Street to Nineteenth (19th) Street.
- N. 600th Avenue north from Lincoln Highway to railroad tracks.
- O. X Avenue from west City limit to Fifth (5th) Street.
- P. Fifth (5th) Street from north City limit to T Avenue.
- Q. Second (2nd) Street from Lincoln Highway to N Avenue.
- R. Q Avenue from Sixth (6th) Street to Tenth (10th) Street.
- S. 10th Street (northbound only) from E Avenue to F Avenue (Alternate Truck Route to southbound 11th Street).
- T. F Avenue (eastbound only) from 10th Street to 11th Street (Alternate Truck Route to southbound 11th Street).
- U. 11th Street (southbound only) from F Avenue to E Avenue (Alternate Truck Route to southbound 11th Street).

PROPOSED ORDINANCE

66.05 TRUCK ROUTES.

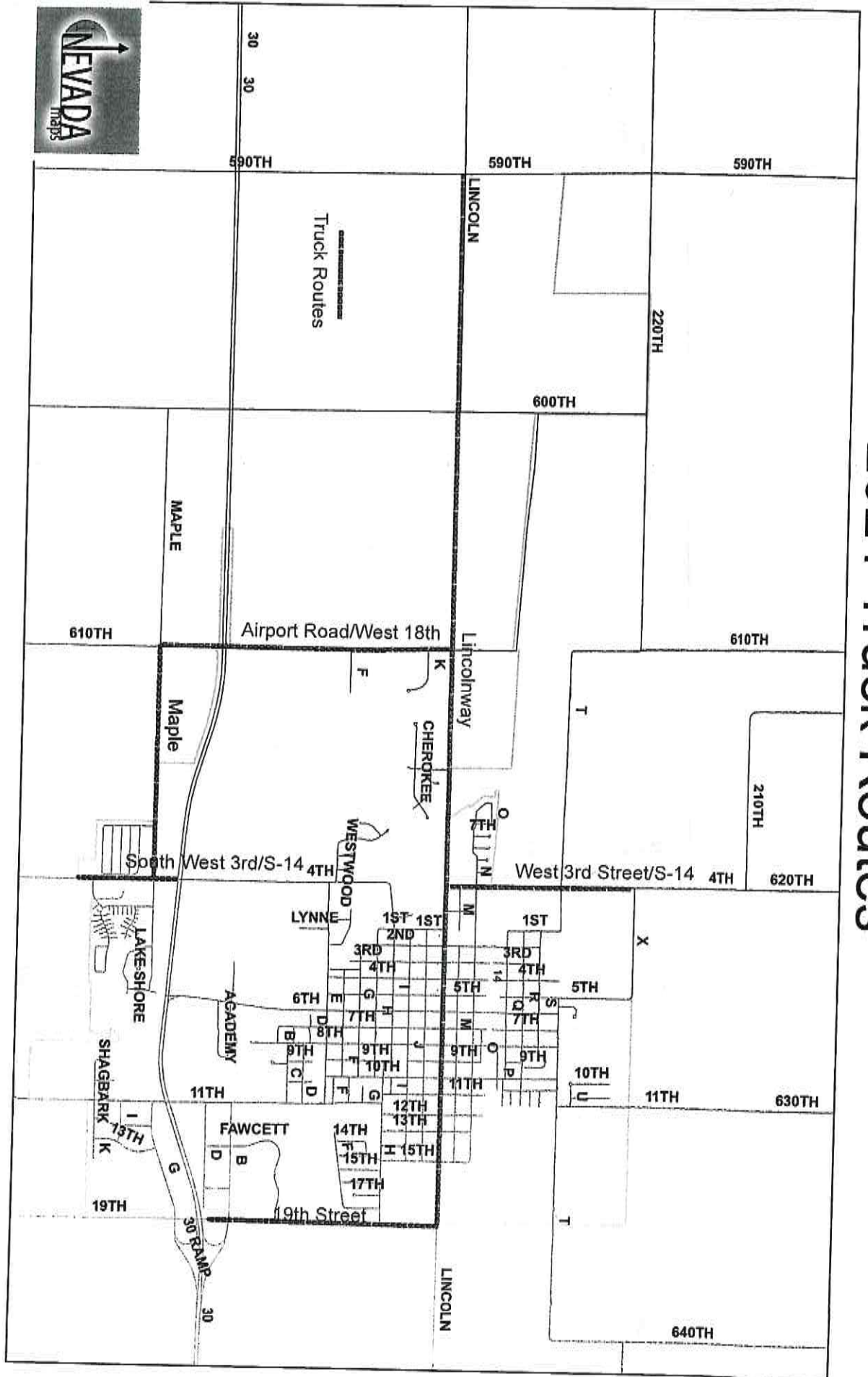
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(Code of Iowa, Sec. 321.473)

- A. Lincoln Highway from the west City limit to the east City limit.
- B. West Third (3rd) Street (S-14) from Lincoln Highway to the north City limit and from Highway 30 to the south City limit.
- C. Nineteenth (19th) Street from Lincoln Highway to the south City limit.
- D. West Eighteenth (18th) Street from Lincoln Highway to south City limit.
- E. Maple Avenue from West Eighteenth (18th) to South West Third (3rd) Street (S-14)

2021 Truck Routes



LOCAL OPTION TAX REPORT - PROJECTION

Item # 6A
Date: 11/25/21

	Actual 2017/2018	FY19/20 ACTUAL	FY20/21 Council	YTD Actual Thru 11/16/2020	FY20/21 Re-Estimate	Projected FY2022	Recommended	Projected
REVENUES:								
Local option tax	940,429.71	1,030,527.83	900,000	361,772.50	950,000	920,000	920,000	920,000
Return of LHAP Funds								
Int on investments	1,578.09	8,204.20	2,000	2,044.42	4,000	2,000	2,000	1,000
Transfer in LOT (Rec/Ath Complex) Reserve								
TOTAL REVENUES	942,007.80	1,038,732.03	902,000	363,816.92	922,000	922,000	922,000	921,000
EXPENDITURES:								
Human Service Disbursements								
Assault Care Center	1,030.00	852.00	1030	1,030.00	1,030	55,000	1,058	55,000
Youth & Shelter Serv of Eastern Story County	7,900.00	4,500.00	6925	6,925.00	6,925	12,000	6,592	
Rosedale Shelter	2,700.00	1,200.00						
Community & Family Resources	1,950.00	1,080.00	2230	2,230.00	2,230	2,000	1,580	
Community Resource Center	24,135.00	22,048.00	21540	21,540.00	21,540	28,000	21,740	
Volunteer Center of Story County	670.00	686.00	1020	1,020.00	1,020	3,000	1,218	
Central Iowa RSVP	950.00	720.00	990	990.00	990	1,500	1,335	
Heartland Senior Services	1,900.00	1,070.00	1890	1,890.00	1,890	2,500	1,670	
Mid-Iowa Community Action	1,500.00	1,180.00	1510	1,510.00	1,510	2,500	1,715	
Good Neighbor Emergency Assistance	1,890.00	1,810.00	2210	2,210.00	2,210	3,000	2,288	
Legal Aid Society of Story County	6,000.00	2,500.00	2360	2,360.00	2,360	5,000	3,471	
American Red Cross		766.00						
Salvation Army	2,900.00	2,500.00	1905	1,905.00	1,905	5,000	3,240	
Community Band (Ad Hoc Committee)	665.00	590.00	520	-	-	1,000	699	
Lincoln Highway Days (paid from H/M)								
Boys & Girls Club of Story County	5,800.00	4,900.00	2800	2,800.00	2,800	5,000	2,420	
Good Samaritan Fund (Churches)	3,735.00	2,280.00	3060	3,060.00	3,060	5,000	2,875	
Nevada PTA	4,625.00	700.00	1700	1,700.00	1,700	4,000	799	
Raising Readers in Story County K-3	2,300.00	1,640.00	1300	1,300.00	1,300	2,000	1,120	
Story County Hospital Foundation	2,250.00							
Nevada Historical Society (paid below)	2,100.00	1,850.00						
TeamMates Mentoring Nevada	-	828.00	780	780.00	780			
Harmony Clothing Closet	-	1,300.00	1230	1,230.00	1,230	1,364	1,184	
Subtotal Human Services	75,000.00	55,000.00	55,000	54,480.00	54,480	83,964	55,000	55,000
Departmental Disbursements								
Dispatch Services	33,225.22	34,669.76	36,500	17,652.74	36,500	37,000	37,000	38,000
CodeRED	6,750.00							
Flood Control/Storm Sewer	3,204.39		5,000		5,000			
Street Lighting (1/2 LOT / 1/2 RUT)	53,781.04	62,636.49	68,000	21,631.97	68,000	70,000	70,000	70,000
Trees & Weeds-Streets (EAB)	18,020.97	12,267.08	50,000	93.24	50,000	50,000	50,000	50,000
Mosquito Control	(138.00)	10,000.00	13,000		13,000	13,000	13,000	13,000
Parks & Recreation-Plantings	341.41	499.08	500		500	500	500	500
BB Field/Fieldhouse	39,001.80	8,844.00	65,000		65,000	25,000	25,000	Fieldhouse
Trees & Weeds-Cemetery 121-450-6499	5,500.00	3,000.00	3,000		3,000	15,000	15,000	3,000
NEDC Contract	40,000.00	40,000.00	40,000		40,000	40,000	40,000	40,000
Main Street		25,000.00	25,000	25,000.00	25,000	25,000	25,000	
Signage (Wayfinding and Highway)		2,297.33	70,000		70,000	150,000	150,000	Wayfinding
Internet/branding/Downtown Grant Program	1,000.00		30,000		30,000	50,000	50,000	Downtown
Newsletter	4,363.77	4,170.50	5,500	1,469.00	5,500	5,500	5,500	5,500
City Web Page (Redesign website)	1,778.90	1,432.95	10,000	758.45	40,000	20,000	20,000	5,000
Codification/Supplements (Recodify)	939.00	2,794.00	1,500	450.00	10,000	1,500	1,500	1,500
Wellness	8,649.07	9,860.94	13,000	3,057.88	13,000	13,000	13,000	13,000
Holiday Decorating	-	4.99	800		800	800	800	800
Nevada Historical Society			5,000	5,000.00	5,000	5,000	5,000	5,000
Community Music License	1,039.00	374.67	700	364.00	700	700	700	700
Historic Preservation	55.00	1,000.00	3,500		3,500	1,000	1,000	1,000
Halloween Program	140.66	155.37	250	160.00	250	250	250	250
CBD Downtown Beautification			30,000		30,000	25,000	25,000	Downtown
Subtotal Departmental Disbursements	217,652.23	219,007	476,250	75,637.28	514,750	548,250	548,250	247,250
ALL DISBURSEMENTS	292,652.23	274,007	531,250	130,117.28	569,230	632,214	603,250	302,250
Transfer to Trail Capital Proj (3807/321)PdFY2015								
Transfer to Sidewalk Project	30,000.00	25,000.00	25,000	-	-	25,000	25,000	25,000
Transfers to General Fund:								
Public Safety Officer	50,000.00	100,000.00	100,000	100,000.00	100,000	100,000	100,000	100,000
Development Communications Specialist		5,000.00	40,000	40,000.00	40,000	50,000	50,000	40,000
Live Healthy Iowa	2,000.00	2,000.00	2,000	2,000.00	2,000	2,000	2,000	2,000
Scholarships (Park & Rec)	2,000.00	2,000.00	2,000	2,000.00	2,000	2,000	2,000	2,000
Transfers to Equipment Revolving for General Fund Departments:								
Police	160,000.00	60,000.00	65,000	65,000.00	65,000	75,000	75,000	75,000
Fire	100,000.00	75,000.00	75,000	75,000.00	75,000	75,000	75,000	75,000
Street	75,000.00	75,000.00	75,000	75,000.00	75,000	100,000	100,000	100,000
Library	10,000.00	5,000.00	10,000	10,000.00	10,000	10,000	10,000	10,000
Parks	75,000.00	70,000.00	75,000	75,000.00	75,000	75,000	75,000	75,000
Trail Maintenance	10,000.00	30,000.00	10,000	10,000.00	10,000	10,000	10,000	10,000
Cemetery	35,000.00	35,000.00	35,000	35,000.00	35,000	35,000	35,000	35,000
Fieldhouse						20,000	20,000	10,000
Admin, P&Z(5,000), CH(50,000), Comp(10,000)	65,000.00	50,000.00	65,000	65,000.00	65,000	65,000	65,000	65,000
Subtotal Transfers	614,000.00	534,000	579,000	554,000.00	554,000	644,000	644,000	624,000
Total disbursements and transfers	906,652.23	808,007.16	1,110,250	684,117.28	1,123,230	1,276,214	1,247,250	928,250
BEGINNING BALANCE	768,916.83	508,875.26	739,600.13	739,600.13	739,600.13	538,370.13	538,370.13	184,156.28
RECEIPTS & TRANSFERS IN	942,007.80	1,038,732.03	902,000	363,816.92	922,000	922,000	922,000	921,000
EXPENDITURES & TRANSFERS OUT	906,652.23	808,007.16	1,110,250	684,117.28	1,123,230	1,276,214	1,247,250	926,250
ENDING BALANCE	804,272.40	739,600.13	531,350.13	419,299.77	538,370.13	184,156.28	213,120.13	178,906
LOT WORKING RESERVE		200,000.00	200,000	200,000.00	200,000	200,000	200,000	200,000
WORKING BALANCE:		539,600	331,350	219,299.77	338,370	-15,844	13,120	-21,094



PROFESSIONAL SERVICES AGREEMENT

For

**City of Nevada, IA
Sponsored Project Concept Design**

Jordan Cook, City Administrator
City of Nevada
1209 6th Street
Nevada, IA 50201
515-382-5466 x232

Teresa Stadelmann, PE, CFM
HR Green, Inc.
8710 Earhart Lane SW
Cedar Rapids, IA 52404
319-841-4407
HR Green Project Number 191900.02

January 19, 2021

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- 3.0 DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT
- 4.0 ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
- 5.0 SERVICES BY OTHERS
- 6.0 CLIENT RESPONSIBILITIES
- 7.0 PROFESSIONAL SERVICES FEE
- 8.0 TERMS AND CONDITIONS



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

1.0 Project Understanding

1.1 General Understanding

The CLIENT has secured an SRF Sponsored Project funding award for design and construction of projects to reduce non-point source impacts and improve water quality in local surface waters.

This first phase in the design process will be stream assessment (West Indian Creek only), concept development, cost estimating, and stakeholder outreach. The projects will be laid out in sufficient detail to make educated concept-level estimates of footprint size, approximate construction cost, general aesthetics, conformance to required design criteria, and to complete requisite IDNR checklist forms. The information will be summarized in technical memo format with illustrative figures as needed to communicate with the CLIENT, SRF Reviewers and Advisors, stakeholders (affected property owners and interested citizens), and other decision makers. The Concept Memo will be the basis of the initial discussions with stakeholders and serve as the initial SRF project review submittal (design concept review) for any projects selected to move forward. Owners of private property with proposed SRF funded projects will be required to provide initial general approval of the project concept in writing in order to move forward.

The CLIENT identified numerous potential projects during the application phase, both inside and outside of city limits. The CLIENT has elected to prioritize a sub-set of those potential projects – projects within city limits. The following project locations and project types will be a focus of this AGREEMENT:

- A) West Indian Creek. This project will identify concepts to stabilize and restore unstable reaches with a focus on City-owned land near the Nevada cemetery. Stream assessment is required to develop project concepts.
 - a. Limited Geomorphic Assessment (T Avenue to US Hwy 30)
 - i. A limited stream assessment to generally characterize the geomorphology of this stretch of West Indian Creek as required per Iowa River Restoration Toolbox (IRRT) to identify and quantify unstable reaches.
 - b. Complete Stream Assessment (West Lincoln Hwy to E Avenue)
 - i. A detailed stream assessment per Iowa River Restoration Toolbox (IRRT) standards to identify and confirm appropriate practices and locations within the project reach. The assessment will follow IRRT methods, requirements, and checklists and identify potential locations along the stream channel that are appropriate for bank stabilization, grade control, and restoration of native vegetation.
 - c. Hydraulic Analysis (West Lincoln Hwy to E Avenue)
 - i. A HEC-RAS and Rivermorph analysis to aid in stream classification and identification of proposed cross-section geometry.

- B) Tributary to West Indian Creek. This project will identify a concept to stabilize erosion in this tributary with a regenerative stormwater conveyance practice.
- C) Harrington Park. This project will identify a concept to incorporate a constructed stormwater wetland and/or water and sediment control basin (WASCOB), generally located between T Ave and Lincoln Hwy (both in and north of Harrington Park).
- D) North Stormwater Facility. This project will identify a concept to incorporate a constructed stormwater wetland and/or water and sediment control basin (WASCOB), generally located between 3rd St and 620th Avenue and T Ave and the railroad right of way.
- E) SCORE Park. This project will identify concepts to incorporate bioretention cells on the park property.
- F) Wilson Pond. This project will identify a concept to revise the outfall structure to meet Unified Sizing Criteria outfall requirements.

1.2 Design Criteria/Assumptions

Design standards for these projects are specified by the funding source and typically include the Iowa Stormwater Management Manual (ISWMM), Natural Resources Conservation Service (NRCS), Statewide Urban Design and Specifications (SUDAS), and the Iowa River Restoration Toolbox (IRRT).

The specific nature, extent, and scope of the projects to be designed under a future agreement may be adjusted following the concept level investigation and vetting process, which is to be completed prior to proceeding with preliminary and final design. This flexibility is necessary because individual projects may be found to be infeasible during initial vetting for various reasons, such as private property owner objections, cost-benefit issues, disqualification by SRF Technical Advisors due to discovered design constraints, etc.

The stormwater practices proposed in this agreement may include some form of maintenance, which is required for the proper functioning of the practices and the long-term success of their performance. The funding agency (Iowa SRF) will require the City of Nevada and any owners of private property on which practices are installed to enter into a maintenance agreement, which will be enforced by the agency. The typical maintenance duties can be found in the Iowa Stormwater Management Manual. Sample maintenance agreements and maintenance requirements of specific practices can be provided during the concept phase vetting process.

In light of recent spread of COVID-19 throughout Iowa, all meetings and work will maintain social distancing by appropriate means including but not limited to virtual teleconferencing, onsite outdoor meetings, and use of face coverings when minimum 6-foot distancing cannot be maintained.



2.0 Scope of Services

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

2.1 Project Management and Administration

2.1.1 Project Management

Prepare written instructions for staff, providing background, names of contacts, communications procedures, responsibilities, schedule and budget information and other important elements for the project. Establish a detailed project scope and project schedule indicating critical dates, milestones, and deliverables. Prepare a detailed work plan with specific staff assignments, by task, corresponding to the schedule. Coordinate with the design team and the CLIENT regarding project activities, meetings, and deliverables. Maintain the system for monitoring progress and expenditures to allow monthly tracking by task. This includes the preparation and submission of monthly invoicing and progress reports.

2.1.2 Client Coordination

Maintain communications with the CLIENT. Meet with CLIENT staff to review progress and to discuss specific elements of the project as necessary. Prepare minutes of meetings and keep documentation of other communications. A Sponsored Project initiation meeting with SRF and CLIENT staff and three concept design review meetings are anticipated and included in this scope of services. For budgeting purposes, it is assumed that three meetings will be held via conference call and one meeting in person in Nevada and that meetings will be attended by up to three (3) staff members of the COMPANY.

2.1.3 Sponsored Project Coordination

Maintain communications with Iowa SRF Sponsored Project technical advisor and Iowa DNR project manager. Coordinate required meetings, submittals, design review and approval milestones, and documentation for the Sponsored Project.

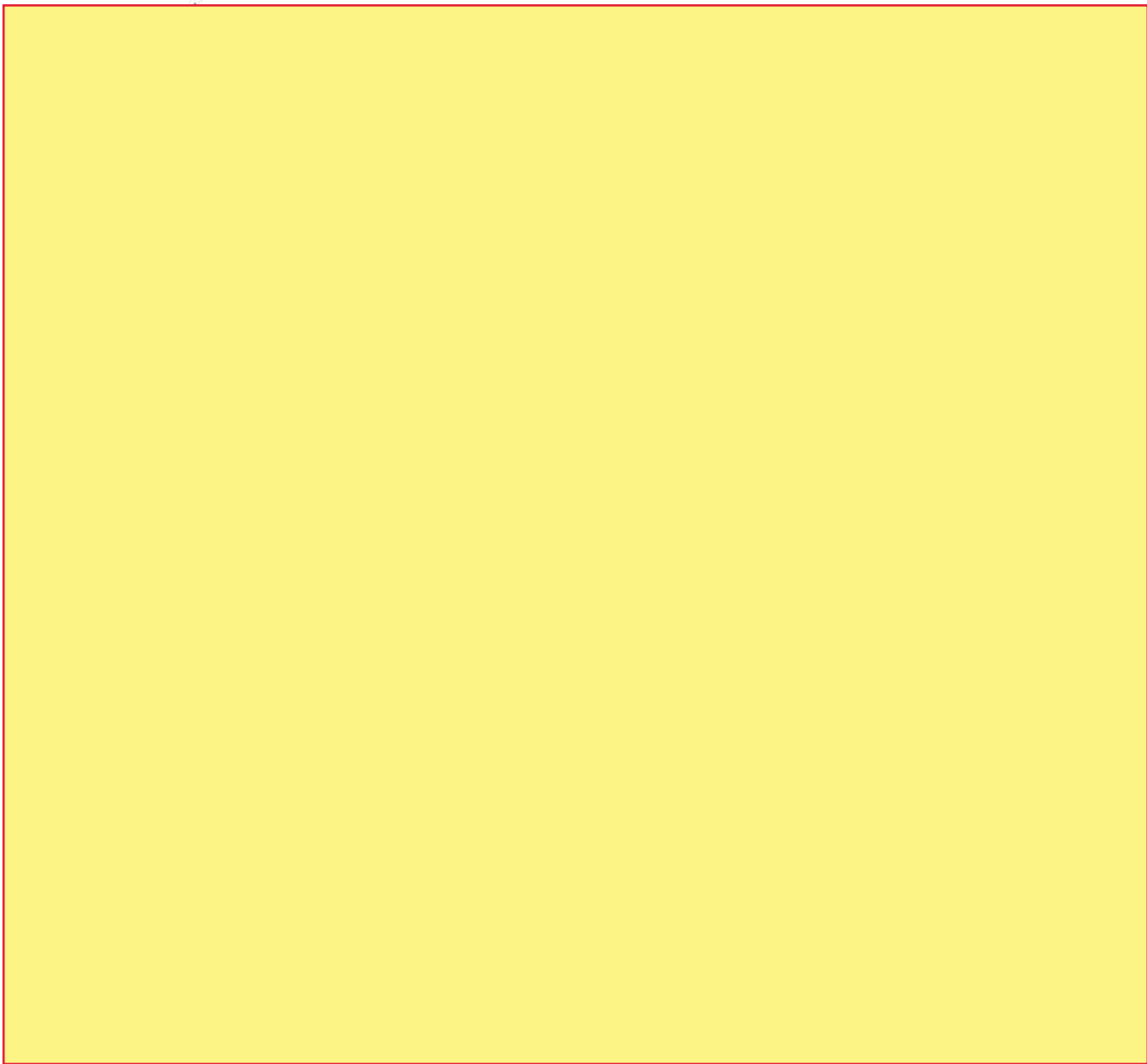
2.2 Public Involvement

2.2.1 Stakeholder Meetings

Conduct up to three (3) meetings with stakeholders including COMPANY, CLIENT, landowners, SRF Advisors, and other potential stakeholders. The purpose of these meetings will be to discuss specific potential projects and include a time for the COMPANY and CLIENT to answer stakeholder questions, gather feedback, and to assess willingness of private property owners to participate in the project. For budget purposes, it is anticipated that two (2) staff members of the COMPANY and representatives of the CLIENT will be present at each meeting.

2.2.2 City Council Meeting

Attend one (1) City Council meeting to update the council and the public on progress of the project and gather information on the concerns, priorities, and specific issues of the CLIENT, adjacent property owners, and other affected parties. For budget purposes, it is anticipated that the meeting will be attended by one (1) staff member



of the COMPANY. The CLIENT will be responsible for reserving an appropriate meeting facility and notifying the public of the meetings.

2.3 Soils Investigation

Soils investigation for the proposed project areas will be completed by a sub-consultant to the COMPANY. COMPANY will coordinate work and communicate with the sub-consultant, including establishing the schedule and reviewing deliverables. Soils investigation tasks to be provided by the sub-consultant include:

2.3.1 West Indian Creek

Determine existing soil characteristics (soil texture, hydrologic soil properties) along the steep slope near the Nevada Cemetery with respect to slope stability. Conduct slope stability analyses to determine suitability of existing soils to maintain stable slope. If existing soils do not yield a stable slope, provide recommendations to make them stable. Prepare a geotechnical report showing boring locations, boring logs, measurements and laboratory results, discussion of the subsurface conditions that will impact design and construction, and a discussion of the results of the stability analyses for existing conditions and up to three mitigation options.

2.3.2 Constructed Stormwater Wetlands

Determine existing soils characteristics (soil texture, hydrologic soil properties, suitability for wetland embankment construction, theoretical soil infiltration rate, depth to seasonal high groundwater table) with respect to suitability for wetland establishment and use of on-site materials for embankment construction. Prepare a geotechnical report for each location showing boring locations, boring logs, measurements and laboratory results, and discussion of the subsurface conditions that will impact design and construction.

2.4 Preliminary Environmental Review

2.4.1 Waters of the US and Wetland Delineation

Perform a planning-level wetland delineation to identify and characterize wetlands above the Ordinary High Water Mark of streams within the project area; also identify and characterize streams within the project study areas. Use GPS or similar technology for the wetland delineation. Prepare a Waters of the U.S. and Wetland Delineation Report and submit it to the CLIENT and United States Army Corps of Engineers (USACE) for each of the following project areas: North Pond Basin, Harrington Park Basin, and West Indian Creek. Coordinate with USACE to obtain jurisdictional determination if wetlands are present in the study area. The development of wetland mitigation is not included in this scope of services. Should mitigation be needed, it can be added by supplemental agreement.

2.4.2 Hazardous Materials

Use online resources such as EPA and Iowa DNR database information and historical records to determine the presence of potential regulated or hazardous materials located within the project areas. Develop a map using GIS to show the location of regulated or hazardous materials in the project area. A Hazardous Materials Report will be completed for each of the following project areas: along West Indian Creek, North Pond Basin, Harrington Park Basin, and SCORE Park.

2.5 Stream Assessment of West Indian Creek

2.5.1 T Ave to US Hwy 30

Complete a limited geomorphic assessment of West Indian Creek including:

- Desktop watershed assessment for the proposed reach including soils, slope, vegetation, and other relevant characteristics.
- On site assessment including limited profile and cross-section measurements, bed and bank characteristics.

Deliverables include a basic memo and maps with findings and recommendations of locations for potential restoration and stabilization projects.

2.5.2 West Lincoln Hwy to E Avenue

Complete an IRRT assessment of West Indian Creek including:

- Desktop watershed assessment for the proposed reach including soils, slope, vegetation, and other relevant characteristics.
- On site assessment including plan, profile, and cross-section measurements, bed and bank characteristics, habitat characterization, and water level measurements (bank full location, velocity/flow estimation, substrate size distribution, etc.).
- Preparation of IRRT checklist materials required for SRF concept review.

Deliverables include a basic memo with findings, recommendations, IRRT assessment review requirements, and relevant maps.

2.6 Concept Design

2.6.1 Develop concept plans for six project locations. Results of the stream assessment will influence details and locations of potential projects along West Indian Creek. A location-specific topographic survey will be performed if necessary, and the resultant data will be used for conceptual design layout and hydraulic calculations.

COMPANY will prepare concept design including:

- Preliminary analysis of hydrology and hydraulic conditions
- Layout of proposed practices
- Identification of relevant landowners
- Preliminary design calculations to determine sizing of proposed practices
- Conceptual plan view maps and typical details for the proposed improvements
- Review of proposed projects for initial viability and cost effectiveness per CLIENT expectations

During this phase, the CLIENT will make decisions regarding selection of projects to move forward to preliminary design.

2.6.2 Conceptual Design Deliverables

- Produce 11"x17" Concept Design Maps and a conceptual opinion of probable construction cost, to be delivered to the CLIENT, SRF project manager, and SRF technical reviewer. COMPANY expects to receive review comments



approximately 30 days from submittal to SRF reviewers. Comments will simultaneously be received from the CLIENT and Sponsored Project partners to be addressed in future Preliminary Design work.

3.0 Deliverables and Schedules Included in this Agreement

The following schedule is intended to allow time for stream assessment, conceptual design, and environmental services to be completed for all potential projects. The stream assessment and wetland delineation require specific conditions to complete the work safely and effectively.

30% Design Deliverables – 16 weeks from Notice to Proceed

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

4.0 Items not included in Agreement/Supplemental Services

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

1. Additional funding application assistance not detailed in the scope of services.
2. Preliminary design, final design, bidding assistance, and construction phase services.
3. Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.
4. Environmental investigations, reports, and other technical studies not detailed in the scope of services that may be required.
5. Legal services necessary to obtain title, easement, or right-of-way for any elements of the Project.
6. Easement Negotiations. Negotiations with specific property owners for temporary or permanent easements will be the responsibility of CLIENT.
7. Assistance in legal and regulatory actions.

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

5.0 Services by Others

Soils investigation for the proposed project areas will be completed by a sub-consultant to the COMPANY. SRF project partners shall provide technical assistance and design review.

6.0 Client Responsibilities

CLIENT shall:

1. Designate a person to act as the CLIENT'S representative with respect to the services to be rendered under this agreement. Such person shall have authority to transmit instructions, receive information, interpret, and define CLIENT'S policies and decisions with respect to COMPANY'S services for the Project.
2. Assist COMPANY by placing at COMPANY'S disposal all available information pertinent to the Project including previous reports, plans, specifications, shop drawings, test results; also other data relative to design or construction of the Project.
3. Arrange for access to and make all provisions for the COMPANY to enter upon public and private property as required for the COMPANY to perform services under this agreement.
4. Examine all sketches, drawings, specifications, and other documents presented by the COMPANY; obtain advice of an attorney, insurance counselor and other consultants as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto.
5. Provide copies of all reports, plans, plats, exhibits, and other information of record.
6. Participate in project design reviews and provide written comments.
7. Obtain real estate services for the acquisition of easements needed for the project.
8. Provide legal and accounting services as needed by the project.
9. Coordinate the appropriate resolutions, public hearings, and notices for the project.

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

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

7.3 Extra Services

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



7.4 Exclusion

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

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of \$182,500.00.

8.0 Terms and Conditions

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

8.1 Standard of Care

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

8.2 Entire Agreement

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

8.3 Time Limit and Commencement of Services

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

8.4 Suspension of Services

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

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

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

8.5 Books and Accounts

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



8.6 Insurance

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

8.7 Termination or Abandonment

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

8.8 Waiver

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

8.9 Severability

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

8.10 Successors and Assigns

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

8.11 Third-Party Beneficiaries

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

8.12 Governing Law and Jurisdiction

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

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

8.13 Dispute Resolution

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

sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

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

8.15 Ownership of Instruments of Service

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

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

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

8.17 Failure to Abide by Design Documents or To Obtain Guidance

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

8.18 Opinion of Probable Construction Cost

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

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its

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

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

8.20 Information Provided by Others

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

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

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

8.21 Force Majeure

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

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction

contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

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

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

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

8.24 Certificate of Merit

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

8.25 Limitation of Liability

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



8.26 Environmental Audits/Site Assessments

Environmental Audit/Site Assessment report(s) are prepared for CLIENT's sole use. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of COMPANY.

8.31 Soliciting Employment

Neither party to this AGREEMENT will solicit an employee of the other nor hire or make an offer of employment to an employee of the other that is working on this PROJECT, without prior written consent of the other party, during the time this AGREEMENT is in effect.

8.37 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Approved by:

Printed/Typed Name: Teresa Stadelmann

Title: Vice President Date: 01/19/2021

CITY OF NEVADA, IA

Accepted by:

Printed/Typed Name: _____

Title: _____ Date: _____

ADOPT RESOLUTION OF INTENT

420131-102

Nevada, Iowa

January 25, 2021

The City Council of the City of Nevada, Iowa, met on January 25, 2021, at _____ o'clock, p.m., at the Nevada City Council Chambers, Nevada, Iowa for the purpose of considering a certain resolution of intent to provide economic development support.

The meeting could alternatively be accessed electronically via Zoom, which was accessible at the following:

<https://us02web.zoom.us/j/87961733099?pwd=UERoTDIiUXZhc2ZlQj9ML0ZOeElOdz09>

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

Webinar ID: 879 6173 3099 Password: 287321

The City Council offered attendance to this meeting electronically due to federal and state government recommendations in response to COVID-19 pandemic conditions. Electronic access information was included in the posted agenda of this public meeting.

The Mayor presided and the roll being called, the following members of the Council were present and absent:

Present: _____

Absent: _____.

The Mayor announced that resolution of intent to provide economic development support had been prepared, and that it was now necessary to give consideration to said resolution. Accordingly, Council Member _____ moved the adoption of the following resolution entitled "Resolution Declaring Intent to provide Economic Development Support to Development Project at 1104 6th Street," and the motion was seconded by Council Member _____. Following due consideration and discussion, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION NO. 063 (2020/2021)

Resolution Declaring Intent to provide Economic Development Support to Development Project at 1104 6th Street

WHEREAS, the City Council of the City of Nevada, Iowa (the "City") previously established the Nevada Urban Renewal Area (the "Urban Renewal Area") and adopted an urban renewal plan (the "Plan") for the governance of initiatives and projects therein; and

WHEREAS, JLA, LLC and Kathy Kockler (the "Developers") have proposed to undertake the redevelopment (the "Project") of a mixed-used building on the property (the "Property") situated at 1104 6th Street in the City which includes commercial retail space; and

WHEREAS, the Developers intend to make application to Main Street Iowa and the Iowa Economic Development Authority for Challenge Grant assistance to the Project, and this grant program requires a certain level of local government support (the "Local Contribution Requirement") for the applicant's project; and

WHEREAS, the Developers have requested that the City declare its intent to fulfill the Local Contribution Requirement and provide future fiscal support to the Project through (a) an economic development grant (the "Grant") in the amount of \$20,000 and (b) a TIF rebate arrangement over a period of five years;

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

Section 1. The City hereby expresses its intent to support the Project in the future. The City will, in good faith, negotiate a Development Agreement with the Developers with respect to the Project, such proposed Agreement to minimally include the following terms:

A) The Developers will commit to undertaking the Project, investing a certain minimum amount of dollars into the Project and meeting certain performance benchmarks with respect to the completion, maintenance, use and operation of the Project; and

B) In order to satisfy the Local Contribution Requirement and to provide support to the Project, the City will agree to (i) fund a series of TIF rebate payments to the Developers over a period of five fiscal years, with each year's payment equal to a sliding scale rebate percentage of the available incremental property tax revenues from the Property as follows: Year one – 75%, Year 2 – 60%, Year 3 – 50%, Year 4 – 50% and Year 5 – 50%; and (ii) fund an economic development grant to the Developers during the construction of the Project equal to \$20,000.

Section 2. The Mayor is hereby authorized to sign such documentation as may be reasonably requested by the Developers to show the City's support for the Project and the corresponding application for grant assistance, provided that such documentation is consistent with the terms of this Resolution.

Section 3. The City hereby agrees to use its best efforts to complete the statutory requirements of Chapter 403 of the Code of Iowa in order to amend its urban renewal plan and to authorize the Development Agreement. Both the City and the Developers acknowledge that the City's commitment in this Section is merely a present statement of intent and that the City Council must exercise its ordinary political discretion in the completion of the statutory processes referenced herein. The City will not be held liable in the event that the City Council, through the exercising of its ordinary political discretion, determines to not approve any of the actions outlined herein.

Passed and approved January 25, 2021.

CITY OF NEVADA, IOWA

By: _____
Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

....

Upon motion and vote, the meeting adjourned.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

RESOLUTION NO. 064 (2020/2021)

A RESOLUTION ACCEPTING DETENTION POND EASEMENT AND MAINTENANCE AGREEMENT FOR WEST OF SWC FAWCETT PARKWAY AND 19TH STREET

WHEREAS, the City of Nevada desires to enter into a Detention Pond Easement and Maintenance Agreement with HV-Nevada, IA-1-UT, LLC; and

WHEREAS, the City of Nevada has determined that it is necessary to have a Detention Pond Easement and Maintenance Agreement for the purpose of constructing, reconstructing, repairing, grading and maintaining of the Detention Pond, including all rights of ingress and egress, in and to the lands owned by HV-Nevada, IA-1-UT, LLC.

WHEREAS, the City of Nevada and HV-Nevada, IA-1-UT, LLC have determined that a portion of the property west of SWC Fawcett Parkway and 19th Street in Nevada, Iowa, shall be used as a regional detention pond accommodating stormwater drainage; and

WHEREAS, the City of Nevada has agreed to maintain the Detention Pond in accordance with the terms of the attached agreement.

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

1. The Detention Pond Easement and Maintenance Agreement by and between the City of Nevada, Iowa, and HV-Nevada, IA-1-UT, LLC in the forms attached hereto is hereby accepted.

2. Upon receipt of the executed Agreement, City staff is hereby authorized to record the Easements with the Story County Recorder.

PASSED AND APPROVED this 25th day of January, 2021.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 064 (2020/2021) be adopted.

AYES: —
NAYS: —
ABSENT: —

The Mayor declared Resolution No. 064 (2020/2021) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 064 (2020/2021) at the regular Council Meeting of the City of Nevada, Iowa, held on the 25th day of January, 2021.

Kerin Wright, City Clerk

When recorded return to:
HY-Nevada, IA-1-UT, LLC
4747 Williams Drive,
Georgetown, TX 78633
TEL: 512-819-4722

Detention Pond Easement and Maintenance Agreement

By and between

HV-Nevada, IA-1-UT, LLC.

and

the City of Nevada, Iowa

THIS DETENTION POND EASEMENT AND MAINTENANCE AGREEMENT (the "Agreement") is entered into, and is effective as of the date of this Agreement as provided herein (the "Effective Date"), by and between HV-Nevada, IA-1-UT, LLC. ("Owner") and the City of Nevada, Iowa (the "City"). Owner and City are each a "Party" and collectively are the "Parties."

WHEREAS, Owner is the owner of certain real property located West of SWC Fawcett Parkway and 19th Street [Parcel IDs: 1108325030 and 1108325040] in Nevada, Iowa, being approximately 6.27 acres and legally described and visually depicted on Exhibit "A" attached hereto (the "Property").

WHEREAS, the Property is part of 34.898 acres under a common drainage plan for stormwater drainage visually depicted on Exhibit B attached hereto (the "Development")

WHEREAS, Owner and the City hereby agree that a portion of the Property shall be used as a regional detention pond accommodating the stormwater drainage for the Development (the "Detention Pond"), a portion of such regional detention pond being located upon that portion of the Property legally described and visually depicted on Exhibit "B" attached hereto (the "Easement Area").

WHEREAS, the City has agreed to maintain the Detention Pond in accordance with the terms of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Maintenance. The City shall be solely responsible for maintaining the Detention Pond in a good and workman like manner, including but not limited to mowing, tree/shrub removal, trash removal and such other actions as necessary such that the Detention Pond functions appropriately to accommodate all current and future stormwater runoff in the Development or adjacent properties having a right to use the Detention Pond. The City represents and warrants to Owner that the Detention Pond is currently sized and designed appropriately to accommodate all current and future stormwater runoff in the Development or adjacent properties having a right to use the Detention Pond.

2. Cost of Maintenance and Repair. The City may require Owner and the owner(s) from time to time of real property within the Development (each a "benefited owner") to pay their proportionate share of the cost to maintain the Detention Pond. Such costs shall be allocated proportionately to each benefited owner by dividing the square footage of each lot within the Development (exclusive of any portion thereof that is part of the Easement Area), by the total square footage of the entire Development (exclusive of the square footage of the Easement Area). The proportionate share of such maintenance costs applicable to the Property shall be 20% (calculated as 6.27 acres divided by 31.41 acres (34.898 acres making up the Development less the 3.49 acre Detention Pond)). In order to request such reimbursement, the City shall send Owner a detailed invoice listing the actual maintenance costs incurred and the invoiced amount representing Owner's proportionate share thereof, which invoice must be paid by Owner within thirty (30) days of receipt.

The term "actual maintenance costs" shall mean all expenses paid by the City to third parties associated with the maintenance, repair and replacement expenses (but not the initial cost of construction) including, without limitation, labor costs, tool and equipment costs, supply costs, and engineering and design costs, provided however, the City may use its own personnel, tools, equipment and supplies, etc. to maintain the Detention Pond, in which case the City shall provide a reasonably detailed invoice listing the hours for such labor which shall be charged in accordance with the hourly rate in effect pursuant to the City's Code of Ordinances Chapter 510 – Schedule of Fees and Charges, and specifically the hours charge for City Personnel shall be charge in accordance with Section 510.7 (3) of Chapter 510.

3. Owner Maintenance. In the event the City fails to maintain the Detention Pond in accordance with this Agreement, and upon thirty (30) days written notice given to the City to cure any alleged deficiencies and the City fails to begin to clean, cure or correct such problem within the thirty (30) day notice, Owner may perform any necessary maintenance and seek reimbursement of its costs from the City, less Owner's proportionate share thereof.

4. Grant of Easement. The Owner, and its grantees, assigns and transferee, hereby grants the City a perpetual, non-exclusive easement under, over, through and across the Easement Area for the purpose of constructing, reconstructing, repairing, grading and maintaining the Detention Pond, including all rights of ingress and egress reasonably necessary therefore, the right to remove any unauthorized plantings or structures placed or erected on or within the Easement

Area, and the right to do maintenance, repair, reconstruction, grading and dredging as reasonably determined by the City to be necessary to maintain the Detention Pond. The Owner agrees that the easement rights herein are intended to benefit the City, the contractors and agents of the City, including its successors or assigns. The City and its agents and assigns may enter upon the Easement Area, including any ingress and egress locations for the purposes of effectuating the grant of this easement, including the purposes of removing any unauthorized fences, structures, obstructions, planting or material placed or erected under, over, on, through, across or within the Easement Area.

5. Use of Detention Pond. Owner shall keep the Easement Area free of all obstructions including but not limited to buildings, walls, fences, shrubs, or landscaping that may interfere with, obstruct or delay the maintenance of the Detention Pond. No trees or shrubs that may impair the structural integrity of the Detention Pond shall be planted in the area of the Easement Area, nor shall any other activities be undertaken that unreasonably interfere with the purpose and design of the Detention Pond or the City's ability to maintain the same. The City has the right to remove any fences, buildings or structures, and to cut down, trim or remove any trees, shrubs, bushes, roots or other plantings that interfere with the operation of the Detention Pond or access to the Easement Area, with the costs of such work allocated to the benefited owners in accordance with Section 2 herein.

6. Change of Grade Prohibited. Owner shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. Such consent may be in the form of an approved site plan for the subject property or issuance of a grading or building permit for any contemplated improvements on the subject property. The City shall have the right to restore any changes in grade, elevation or contour which were made without approval from the City, without prior written consent of the Owner, its grantees, assigns or transferees.

7. Covenant's Running With the Land. This Agreement shall be a covenant running with the land of the Property, and shall be binding upon the owners thereof, and their respective heirs, successors and assigns.

8. Liability. Except as may be caused by the negligent or intentional acts or omissions of the City, its employees, agents, representatives or contractors, the City shall not be liable for injury or property damage occurring in or to the Property, including without limitation the Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of its rights and obligations pursuant to this Agreement. Owner, its successors and assigns shall indemnify, defend and hold the City, its employees, agents, representatives and contractors, harmless, from and against any losses, costs, claims, allegations, damages, liabilities, judgments and expenses of any kind, arising out of any injury or death of any person, or damage to any personal property, to the extent caused by the negligence or willful misconduct of such Owner, its employees, agents, or contractors. The City shall indemnify, defend and hold the Owner, its successors and assigns and their tenants, and their respective employees, agents, representatives and contractors, harmless, from and against any losses, costs, claims, allegations, damages, liabilities, judgments and expenses of any kind, arising out of any injury or

death of any person, or damage to any personal property, to the extent caused by the negligence or willful misconduct of the City, its employees, agents, or contractors.

9. Recording. This Agreement shall be recorded with the Story County, Iowa Recorder's Office.

10. Owner's Warranty. Owner does hereby covenant with the City that Owner holds the Property described in this Agreement by Title in Fee Simple and that Owner has good and lawful authority to enter into this Agreement.

11. Governing Law. The validity, meaning and effect of this Agreement shall be construed in accordance with the laws of the State of Iowa.

12. Construction. Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

13. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Agreement by the City Clerk.

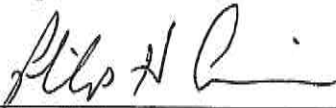
[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 6th day of January, 2021.

OWNER

HV-Nevada, IA-1-UT, LLC, a Utah limited liability company

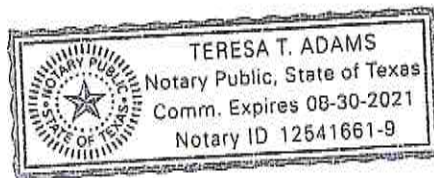
By: Embree Development Group, Inc., a Texas corporation, Member

By 
Its Philip H. Annis, President

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 6th day of January, 2021 by Philip H. Annis, President of EMBREE DEVELOPMENT GROUP, INC., a Texas corporation, on behalf of such corporation executed this instrument as the Member of HV-NEVADA-1-UT, LLC, a Utah limited liability company, on behalf of such limited liability company.

[SEAL]




Notary Public, State of Texas

ACCEPTANCE BY CITY

STATE OF IOWA)
) ss:
COUNTY OF STORY)

I, Kerin Wright, City Clerk of the City of Nevada, Iowa, do hereby certify that the within and foregoing Agreement was duly approved and accepted by the City Council of said City by Resolution No. _____, passed on the ____ day of _____, 20__, and this certificate is made pursuant to authority contained in said Resolution.

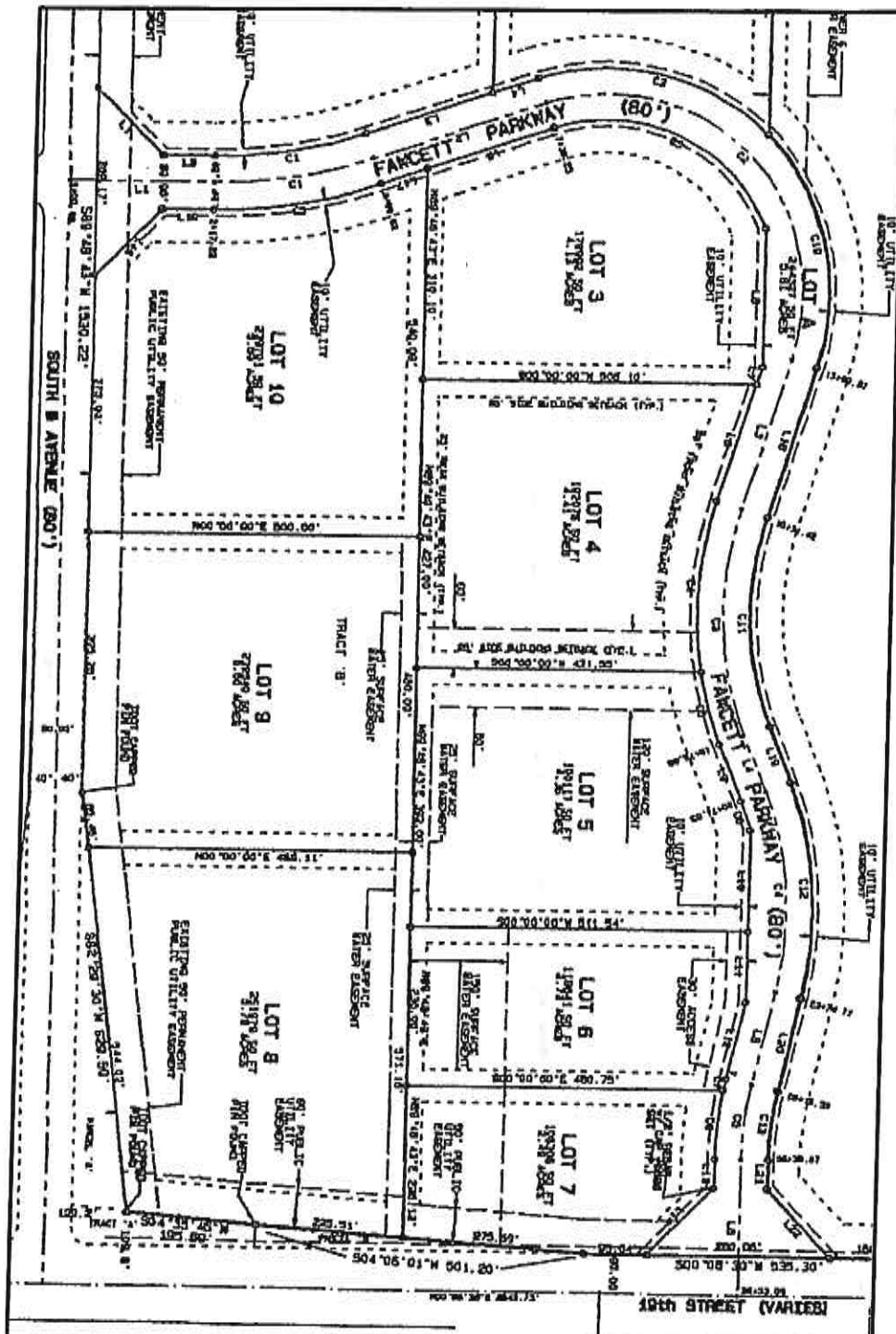
Signed this ____ days of _____, 20__.

Kerin Wright, City Clerk of the City of Nevada, Iowa

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

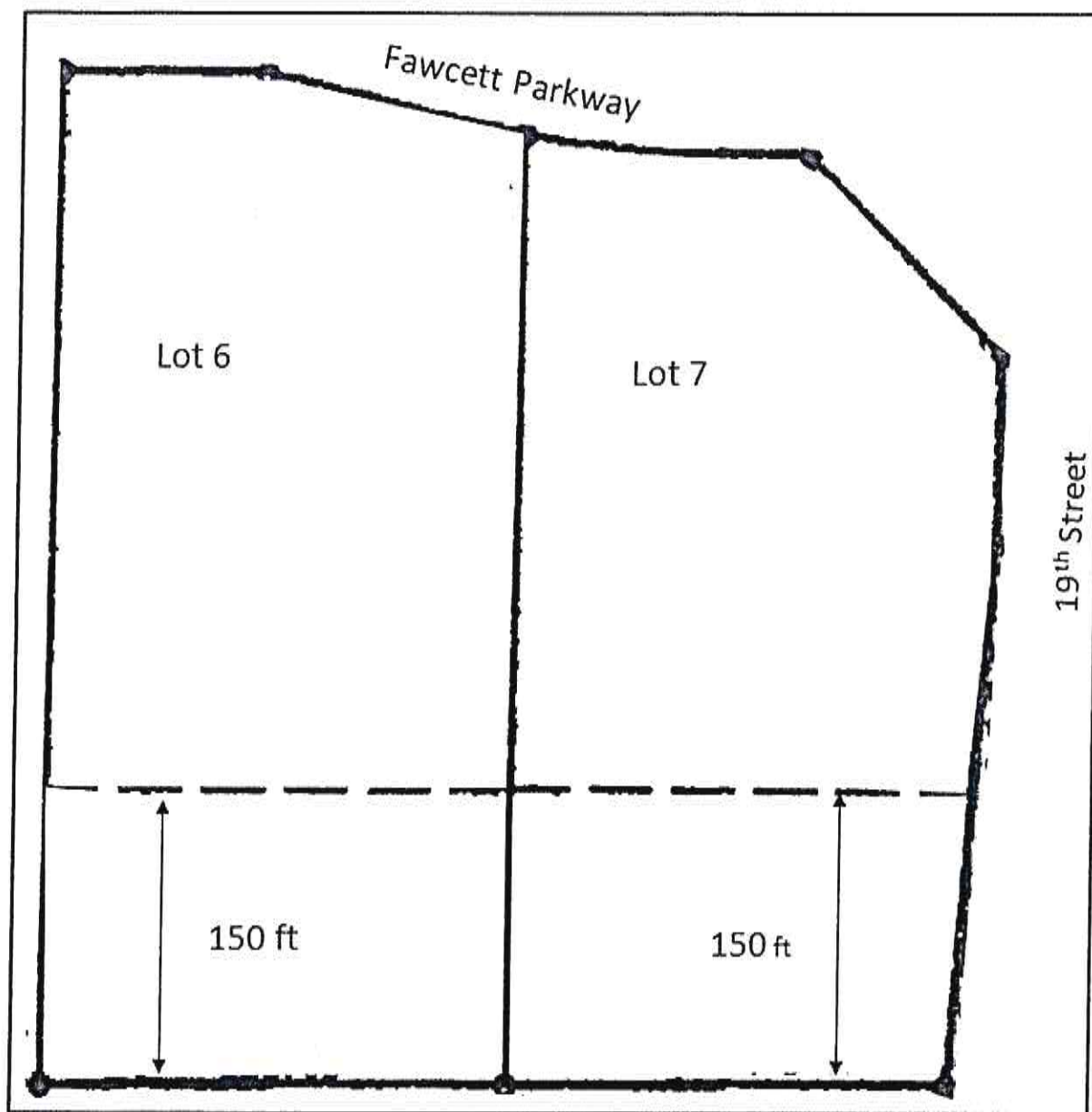
Lots Five (5) and Six (6), Nevada Business Park, Nevada, Story County, Iowa

EXHIBIT "B" VISUAL DEPICTION OF THE DEVELOPMENT



LEGAL DESCRIPTION AND VISUAL DEPICTION OF EASEMENT AREA AND
DETENTION POND

The south 150' of Lot Six (6), Nevada Business Park, Nevada, Story County, Iowa



ITEM# 7B
DATE: 1/25/2021

COUNCIL ACTION FORM

AGENDA: Discussion and Appropriate Follow-up on Request to reduce a portion of the sewer charge on their utility bill

HISTORY:

Chapter 99 of the attached City's Code of Ordinance does not currently provide guidelines and procedures for waiving or reducing portions of a City utility bill.

Attached is a request from Che Koster/Michael Ferguson (tenants), 828 Lake Shore Drive, Apt 1, for a request to reduce the sewer charge on their February 2021 Utility bill. They believe their usage was due to a hose hooked up at the outside faucet in the backyard. Enclosed you shall find a request from the tenant, a data reading from the meter showing the large spikes in water usage in October, 2020. This would have been the time frame for the February billing which used the January 1st read date. Also enclosed is a Utility Billing History report along with a consumption report for the sewer only.

Based on previous credits approved by council, Utility Clerk Don Rouse calculated the average He used the Sewer charges over the past 13 months and subtracted that from the February usage to find the Credit that would be consistent with the previous credits provided.

OPTIONS:

1. Direct Staff to apply a credit of \$345.56 to Koster's account toward the sewer services.
2. Direct Staff or resident to provide more information on the account.
3. Deny Reimbursement request by Koster
4. Do nothing at this time.

STAFF RECOMMENDATION:

Documentation has been presented showing the history of the account, and the appearance of some kind of leak at this location.

Therefore, it is the recommendation of the City Administrator that Council approves Option #1 to approve credit to Che Koster account.

Kerin Wright

From: Michael Ferguson <michael.ferguson2020@outlook.com>
Sent: Sunday, January 17, 2021 4:58 PM
To: Kerin Wright
Subject: Fwd: Fwd: Nevada Utility Data Download pages
Attachments: Sources for Water Bill Assistance.doc; Sources for Water Bill Assistance.pdf

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

Kerin,

Per our conversation last week about getting added to the agenda to petition to have the sewer fees waived as all the water that leaked drained into the lake behind our house. The water department came and found the leak - the worker is the one that shut the faucet off to make it stop leaking - we had left the waterhose connected and it was running down the side of the house into the lake. Don Rouse is the person we spoke to at the water department.

Thank You,
Che (Koster) Douglas and Michael Ferguson

----- Forwarded Message -----

Subject: Fwd: Nevada Utility Data Download pages
Date: Mon, 11 Jan 2021 11:12:42 -0600
From: Ché Koster <chelyndoug@gmail.com>
To: michael.ferguson2020@outlook.com

Can you call the city hall and ask to get this added to their agenda?

----- Forwarded message -----

From: Don Rouse <Drouse@cityofnevadaaiowa.org>
Date: Fri, Jan 8, 2021 at 8:29 AM
Subject: RE: Nevada Utility Data Download pages
To: Ché Koster <chelyndoug@gmail.com>

I attached a Word and a PDF version of the same list of institutions that have help people in the past.

Also, that is a program from the State of Iowa that is available since the Covid-19 situation.

Iowa Residential Utility Disruption Prevention Program

If any of the agencies need any information from me about your history or verification of the one time high bill, please have them call me, (515) 382-5466.

And just a reminder, you have a reasonable expectation that the council would approve of the reduction of the sewer part of the bill since the extra water did not go down the drain. The council only meets 2 times a month, the 2nd and 4th Monday. The agenda deadline is typically the Wednesday prior to the meeting.

Contact the City Hall and ask to talk the Kerin, the City Clerk, for the details on how get your request on the agenda.

Please let me know if there is anything I can do.

From: Ché Koster <chelyndoug@gmail.com>
Sent: Thursday, January 07, 2021 6:52 PM
To: Don Rouse <Drouse@cityofnevadaaiowa.org>
Subject: Re: Nevada Utility Data Download pages

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

Thanks for the information! It was very helpful. You mentioned there were some organizations that might be able to help us pay this as well as possibly getting some of the sewer fee waived. Can you send me some information on those? Thank you for all your help.

On Thu, Jan 7, 2021 at 10:15 AM Don Rouse <Drouse@cityofnevadaaiowa.org> wrote:

Attached should be the pages of the Data Download that clearly shows when the high usage started.

I will use the reading from that report for the Feb 2021 bill. It will calculate to about \$922.23 for that bill.

Please let me know if there is any other information I can get for you.

Donald Rouse

Administrative Assistant

(515) 382-5466

--

Ché Koster
Certified Lactation Specialist
Loving Support Breastfeeding Counselor

Each time a woman stands up for herself, she stands up for all women - Maya Angelou

--

Ché Douglas
Nevada Head Start Associate Teacher
Mid Iowa Community Action (MICA)

Account # 36214005 **Tenant**
Name CHE KOSTER
Address 1
Street #/Name 828 LAKE SHORE DR APT 1
City/State NEVADA IA
Zip 50201 **Mail Sort** 01
Carrier
Property Loc 828 LAKE SHORE DR APT 1

Delivery
 Address ☐

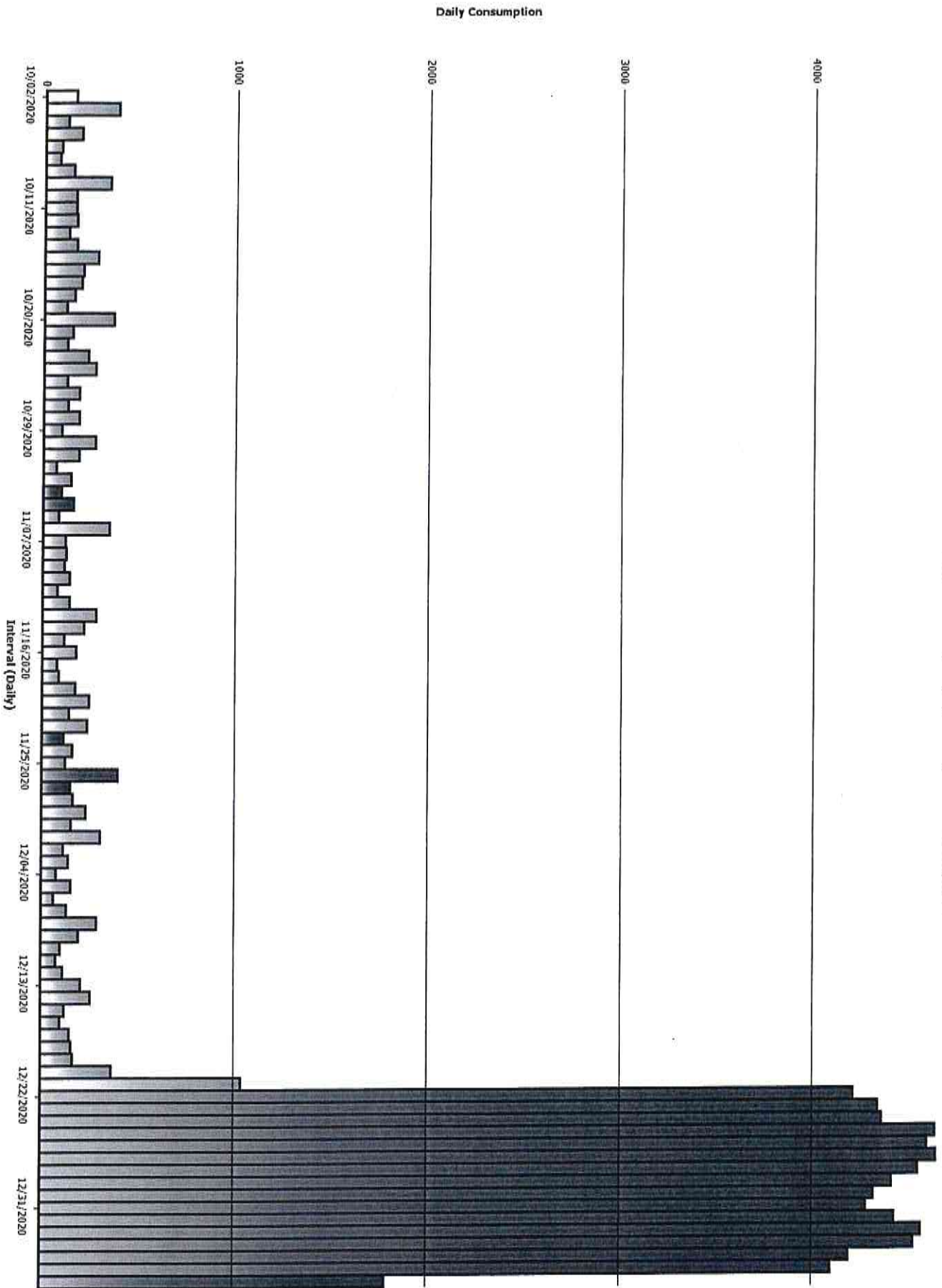
Service

Cancel Setup Note Entry

Account # 36214005 Service WA Meter # CHE KOSTER

Meter Type	1	Prev Reading	2348	}
Rate Table	WATR	Pres Reading	3071	
		Consumption	723	
User CD	RES	Est Cons	60	- 72,300 gal
Tax CD	NNYNN	Estimate CD	N	
Tax Table	WET	Total Cons	2294	
Penalty CD	N	Prev Read Date	12-01-2020	}
Penalty Table	PNLTY	Pres Read Date	1-06-2021	

662 above average



UTILITY BILL CALCULATIONS

RESIDENTIAL

GALLONS 72300

Feb 2021 bill

WATER	\$ 14.48	
WATER	\$ 481.52	\$ 6.66
SUB	\$ 496.00	
TAX	\$ 29.76	
SEWER	\$ 10.13	
SEWER	\$ 377.41	\$ 5.22
SUB	\$ 387.54	
SWRCON	\$ 2.03	

of units

RES REC	\$ 1.65	1.0
STRM SW	\$5.25	
TOTAL	\$ 922.23	

UTILITY BILL CALCULATIONS

RESIDENTIAL

GALLONS 66200 *above coverage*

WATER	\$ 14.48	
WATER	\$ 440.89	\$ 6.66
SUB	\$ 455.37	
TAX	\$ 27.32	
SEWER	\$ 10.13	
SEWER	\$ 345.56	\$ 5.22
SUB	\$ 355.69	
SWRCON	\$ 2.03	

of units

RES REC	\$ 1.65	1.0
STRM SW	\$5.25	
TOTAL	\$ 847.31	

*Potential adjustment
off account*

ACCOUNT NUMBER	36214005	STATUS	Active
NAME	CHE KOSTER	(319)759-0977	
PROPERTY	828 LAKE SHORE DR APT 1	CUSTOMER TYPE	RESIDENTIAL
LANDLORD	KRUPP PROPERTIES		

TIMES DELQ	30 DAYS	60 DAYS	90 DAYS	OVER 90
34	92.12			

LAST BILL	199.76
PENALTY	
ADJUST	
PAYMENT	107.64
AMT DUE	92.12

DATE	DESCRIPTION	CONSUMPTION	CHARGE	BILL/PEN/PMT	BALANCE
1/05/2021	NOTES BIG JUMP IN USAGE -JAN FOR FEB BILL			From the usage report,	
1/01/2021	Water O&M	47	45.78		
1/01/2021	Sewer O&M	47	34.66		
1/01/2021	Strm Sewer		5.25		
1/01/2021	Sewer Cons		2.03		
1/01/2021	Rsrc Rcvry		1.65		
	TAX		2.75	92.12	92.12
12/29/2020	PAYMENT			107.64-	0.00
12/16/2020	DELINQNT NOTICE				
12/16/2020	PENALTY			2.00	107.64
12/01/2020	Water O&M	58	53.11		
12/01/2020	Sewer O&M	58	40.41		
12/01/2020	Strm Sewer		5.25		
12/01/2020	Sewer Cons		2.03		
12/01/2020	Rsrc Rcvry		1.65		
	TAX		3.19	105.64	105.64
11/25/2020	PAYMENT			130.33-	0.00
11/16/2020	DELINQNT NOTICE				
11/16/2020	PENALTY			2.00	130.33
11/01/2020	Water O&M	64	57.10		
11/01/2020	Sewer O&M	64	43.54		
11/01/2020	Strm Sewer		5.25		
11/01/2020	Sewer Cons		2.03		
11/01/2020	Rsrc Rcvry		1.65		
	TAX		3.43	113.00	128.33
10/29/2020	PAYMENT			175.00-	15.33
10/28/2020	MISC WA BLUE CARD		20.00	20.00	190.33
10/16/2020	DELINQNT NOTICE				
10/16/2020	PENALTY			2.00	170.33
10/01/2020	Water O&M	111	88.41		
10/01/2020	Sewer O&M	111	68.07		
10/01/2020	Strm Sewer		5.25		
10/01/2020	Sewer Cons		2.03		
10/01/2020	Rsrc Rcvry		1.65		
	TAX		5.30	170.71	168.33
9/25/2020	PAYMENT			180.00-	2.38-
9/16/2020	DELINQNT NOTICE				
9/16/2020	PENALTY			2.00	177.62

ACCOUNT NUMBER	36214005	STATUS	Active		
NAME	CHE KOSTER	(319)759-0977			
PROPERTY	828 LAKE SHORE DR APT 1	CUSTOMER TYPE	RESIDENTIAL		
LANDLORD	KRUPP PROPERTIES				
DATE	DESCRIPTION	CONSUMPTION	CHARGE	BILL/PEN/PMT	BALANCE
9/01/2020	Water O&M	115	91.07		
9/01/2020	Sewer O&M	115	70.16		
9/01/2020	Strm Sewer		5.25		
9/01/2020	Sewer Cons		2.03		
9/01/2020	Rsrc Rcvry		1.65		
	TAX		5.46	175.62	175.62
8/21/2020	PAYMENT			182.53-	0.00
8/17/2020	DELINQNT NOTICE				
8/17/2020	PENALTY			2.00	182.53
8/01/2020	Water O&M	119	93.73		
8/01/2020	Sewer O&M	119	72.25		
8/01/2020	Strm Sewer		5.25		
8/01/2020	Sewer Cons		2.03		
8/01/2020	Rsrc Rcvry		1.65		
	TAX		5.62	180.53	180.53
7/17/2020	PAYMENT			122.33-	0.00
7/16/2020	DELINQNT NOTICE				
7/16/2020	PENALTY			2.00	122.33
7/01/2020	Water O&M	79	65.17		
7/01/2020	Sewer O&M	79	42.81		
7/01/2020	Strm Sewer		5.25		
7/01/2020	Sewer Cons		1.69		
7/01/2020	Rsrc Rcvry		1.50		
	TAX		3.91	120.33	120.33
6/18/2020	PAYMENT			140.51-	0.00
6/01/2020	Water O&M	97	76.82		
6/01/2020	Sewer O&M	97	50.64		
6/01/2020	Strm Sewer		5.25		
6/01/2020	Sewer Cons		1.69		
6/01/2020	Rsrc Rcvry		1.50		
	TAX		4.61	140.51	140.51
5/20/2020	PAYMENT			134.89-	0.00
5/01/2020	Water O&M	92	73.58		
5/01/2020	Sewer O&M	92	48.46		
5/01/2020	Strm Sewer		5.25		
5/01/2020	Sewer Cons		1.69		
5/01/2020	Rsrc Rcvry		1.50		
	TAX		4.41	134.89	134.89
4/18/2020	PAYMENT			60.92-	0.00
4/01/2020	Water O&M	26	30.88		
4/01/2020	Sewer O&M	26	19.75		
4/01/2020	Strm Sewer		5.25		
4/01/2020	Sewer Cons		1.69		
4/01/2020	Rsrc Rcvry		1.50		
	TAX		1.85	60.92	60.92
3/27/2020	PAYMENT			77.50-	0.00
3/16/2020	DELINQNT NOTICE				

ACCOUNT NUMBER	36214005	STATUS	Active		
NAME	CHE KOSTER	(319)759-0977			
PROPERTY	828 LAKE SHORE DR APT 1	CUSTOMER TYPE	RESIDENTIAL		
LANDLORD	KRUPP PROPERTIES				
DATE	DESCRIPTION	CONSUMPTION	CHARGE	BILL/PEN/PMT	BALANCE
3/16/2020	PENALTY			2.00	77.50
3/01/2020	Water O&M	39	39.29		
3/01/2020	Sewer O&M	39	25.41		
3/01/2020	Strm Sewer		5.25		
3/01/2020	Sewer Cons		1.69		
3/01/2020	Rsrc Rcvry		1.50		
	TAX		2.36	75.50	75.50
2/13/2020	PAYMENT			59.81-	0.00
2/01/2020	Water O&M	25	30.24		
2/01/2020	Sewer O&M	25	19.32		
2/01/2020	Strm Sewer		5.25		
2/01/2020	Sewer Cons		1.69		
2/01/2020	Rsrc Rcvry		1.50		
	TAX		1.81	59.81	59.81
1/21/2020	PAYMENT			66.05-	0.00
1/16/2020	DELINQNT NOTICE				
1/16/2020	PENALTY			2.00	66.05
1/01/2020	Water O&M	27	31.53		
1/01/2020	Sewer O&M	27	20.19		
1/01/2020	Strm Sewer		5.25		
1/01/2020	Sewer Cons		1.69		
1/01/2020	Rsrc Rcvry		1.50		
	TAX		1.89	62.05	64.05
12/17/2019	PAYMENT			105.76-	2.00
12/16/2019	DELINQNT NOTICE				
12/16/2019	PENALTY			2.00	107.76
12/01/2019	Water O&M	66	56.76		
12/01/2019	Sewer O&M	66	37.15		
12/01/2019	Strm Sewer		5.25		
12/01/2019	Sewer Cons		1.69		
12/01/2019	Rsrc Rcvry		1.50		
	TAX		3.41	105.76	105.76
11/15/2019	PAYMENT			72.13-	0.00
11/01/2019	Water O&M	36	37.35		
11/01/2019	Sewer O&M	36	24.10		
11/01/2019	Strm Sewer		5.25		
11/01/2019	Sewer Cons		1.69		
11/01/2019	Rsrc Rcvry		1.50		
	TAX		2.24	72.13	72.13
10/15/2019	PAYMENT			143.87-	0.00
10/01/2019	Water O&M	100	78.76		
10/01/2019	Sewer O&M	100	51.94		
10/01/2019	Strm Sewer		5.25		
10/01/2019	Sewer Cons		1.69		
10/01/2019	Rsrc Rcvry		1.50		
	TAX		4.73	143.87	143.87
9/19/2019	PAYMENT			89.82-	0.00

ACCOUNT NUMBER	36214005	STATUS	Active
NAME	CHE KOSTER	(319)759-0977	
PROPERTY	828 LAKE SHORE DR APT 1	CUSTOMER TYPE	RESIDENTIAL
LANDLORD	KRUPP PROPERTIES		

DATE	DESCRIPTION	CONSUMPTION	CHARGE	BILL/PEN/PMT	BALANCE
9/16/2019	DELINQNT NOTICE				
9/16/2019	PENALTY			2.00	89.82
9/01/2019	Water O&M	50	46.41		
9/01/2019	Sewer O&M	50	30.19		
9/01/2019	Strm Sewer		5.25		
9/01/2019	Sewer Cons		1.69		
9/01/2019	Rsrc Rcvry		1.50		
	TAX		2.78	87.82	87.82
8/30/2019	NOTES REMOVE LOGAN'S NAME OFF ACCOUNT			8-30-19 we recieved a call	
8/20/2019	PAYMENT			78.62-	0.00
8/16/2019	DELINQNT NOTICE				
8/16/2019	PENALTY			2.00	78.62
8/01/2019	Water O&M	40	39.94		
8/01/2019	Sewer O&M	40	25.84		
8/01/2019	Strm Sewer		5.25		
8/01/2019	Sewer Cons		1.69		
8/01/2019	Rsrc Rcvry		1.50		
	TAX		2.40	76.62	76.62
7/22/2019	PAYMENT			62.92-	0.00
7/16/2019	DELINQNT NOTICE				
7/16/2019	PENALTY			2.00	62.92
7/01/2019	Water O&M	26	30.88		
7/01/2019	Sewer O&M	26	19.75		
7/01/2019	Strm Sewer		5.25		
7/01/2019	Sewer Cons		1.69		
7/01/2019	Rsrc Rcvry		1.50		
	TAX		1.85	60.92	60.92
6/17/2019	PAYMENT			85.59-	0.00
6/01/2019	Water O&M	48	45.12		
6/01/2019	Sewer O&M	48	29.32		
6/01/2019	Strm Sewer		5.25		
6/01/2019	Sewer Cons		1.69		
6/01/2019	Rsrc Rcvry		1.50		
	TAX		2.71	85.59	85.59
6/14/2019	PAYMENT			69.89-	0.00
6/01/2019	Water O&M	34	36.06		
6/01/2019	Sewer O&M	34	23.23		
6/01/2019	Strm Sewer		5.25		
6/01/2019	Sewer Cons		1.69		
6/01/2019	Rsrc Rcvry		1.50		
	TAX		2.16	69.89	69.89
6/16/2019	PAYMENT			103.52-	0.00
6/01/2019	Water O&M	64	55.47		
6/01/2019	Sewer O&M	64	36.28		
6/01/2019	Strm Sewer		5.25		
6/01/2019	Sewer Cons		1.69		
6/01/2019	Rsrc Rcvry		1.50		

ACCOUNT NUMBER 36214005 STATUS Active
 NAME CHE KOSTER (319)759-0977
 PROPERTY 828 LAKE SHORE DR APT 1 CUSTOMER TYPE RESIDENTIAL
 LANDLORD KRUPP PROPERTIES

DATE	DESCRIPTION	CONSUMPTION	CHARGE	BILL/PEN/PMT	BALANCE
	TAX		3.33	103.52	103.52
3/19/2019	PAYMENT			62.05-	0.00
3/18/2019	DELINQNT NOTICE				
3/18/2019	PENALTY			2.00	62.05
3/01/2019	Water O&M	27	31.53		
3/01/2019	Sewer O&M	27	20.19		
3/01/2019	Strm Sewer		5.25		
3/01/2019	Sewer Cons		1.69		
3/01/2019	Rsrc Rcvry		1.50		
	TAX		1.89	62.05	60.05
2/21/2019	PAYMENT			84.23-	2.00-
2/19/2019	DELINQNT NOTICE				
2/01/2019	Water O&M	45	43.18		
2/01/2019	Sewer O&M	45	28.02		
2/01/2019	Strm Sewer		5.25		
2/01/2019	Sewer Cons		1.69		
2/01/2019	Rsrc Rcvry		1.50		
	TAX		2.59	82.23	82.23
1/17/2019	PAYMENT			75.26-	0.00
1/16/2019	DELINQNT NOTICE				
1/16/2019	PENALTY			2.00	75.26
1/01/2019	Water O&M	37	38.00		
1/01/2019	Sewer O&M	37	24.54		
1/01/2019	Strm Sewer		5.25		
1/01/2019	Sewer Cons		1.69		
1/01/2019	Rsrc Rcvry		1.50		
	TAX		2.28	73.26	73.26
	PREVIOUS BALANCE				0.00

ACCOUNT NUMBER 36214005 STATUS Active
NAME CHE KOSTER (319)759-0977
PROPERTY 828 LAKE SHORE DR APT 1

V SERIAL #	MULTIPLIER	DIGITS	INS DATE	SERV DATE	LOCATION	NOTE
N 1540441664	5			6/15/2016		
A 1540441664	5	3/29/2016		6/15/2016		

ELL DATE	SERV	READ DATE	PRES	PREV	EST	BILL CONS	CHARGE
1/01/2021	SW	12/01/2020	2348	2301		47	34.66
2/01/2020	SW	11/02/2020	2301	2243		58	40.41
3/01/2020	SW	10/01/2020	2243	2179		64	43.54
4/01/2020	SW	9/01/2020	2179	2068		111	68.07
5/01/2020	SW	8/03/2020	2068	1953		115	70.16
6/01/2020	SW	7/01/2020	1953	1834		119	72.25
7/01/2020	SW	6/01/2020	1834	1755		79	42.81
8/01/2020	SW	5/01/2020	1755	1658		97	50.64
9/01/2020	SW	4/01/2020	1658	1566		92	48.46
10/01/2020	SW	3/02/2020	1566	1540		26	19.75
11/01/2020	SW	2/03/2020	1540	1501		39	25.41
12/01/2020	SW	1/02/2020	1501	1476		25	19.32
1/01/2020	SW	12/02/2019	1476	1449		27	20.19

LL DATE	SERV	DMD ACTUAL	DMD BILLED	MULT	DMD TOTAL	CHARGE
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L DATE	SERV	READ DATE	PRES	PREV/DMD	MULT	CONS	LST YR	PCT CHNG
1/01/2021	SW	12/01/2020	2348	2301		47	27	74.07
2/01/2020	SW	11/02/2020	2301	2243		58	66	12.12-
3/01/2020	SW	10/01/2020	2243	2179		64	36	77.78
4/01/2020	SW	9/01/2020	2179	2068		111	100	11.00
5/01/2020	SW	8/03/2020	2068	1953		115	50	130.00
6/01/2020	SW	7/01/2020	1953	1834		119	40	197.50
7/01/2020	SW	6/01/2020	1834	1755		79	26	203.85
8/01/2020	SW	5/01/2020	1755	1658		97	48	102.08
9/01/2020	SW	4/01/2020	1658	1566		92	34	170.59
10/01/2020	SW	3/02/2020	1566	1540		26	64	59.38-
11/01/2020	SW	2/03/2020	1540	1501		39	27	44.44
12/01/2020	SW	1/02/2020	1501	1476		25	45	44.44-
1/01/2020	SW	12/02/2019	1476	1449		27	37	27.03-

L DATE	SERV	READ DATE	PRES	PREV	CHARGE	LST YR	PCT CHNG
1/1/2021	SW	12/01/2020	2348	2301	34.66	20.19	71.67
1/1/2020	SW	11/02/2020	2301	2243	40.41	37.15	8.78
1/1/2020	SW	10/01/2020	2243	2179	43.54	24.10	80.66
1/1/2020	SW	9/01/2020	2179	2068	68.07	51.94	31.06
1/1/2020	SW	8/03/2020	2068	1953	70.16	30.19	132.39
1/1/2020	SW	7/01/2020	1953	1834	72.25	25.84	179.61
1/1/2020	SW	6/01/2020	1834	1755	42.81	19.75	116.76
1/1/2020	SW	5/01/2020	1755	1658	50.64	29.32	72.71

ACCOUNT NUMBER 36214005 STATUS Active
NAME CHE KOSTER (319)759-0977
PROPERTY 828 LAKE SHORE DR APT 1

ILL DATE SERV READ DATE PRES PREV CHARGE LST YR PCT CHNG

5/01/2020 SW 4/01/2020 1658 1566 48.46 23.23 108.61
4/01/2020 SW 3/02/2020 1566 1540 19.75 36.28 45.56-
3/01/2020 SW 2/03/2020 1540 1501 25.41 20.19 25.85
2/01/2020 SW 1/02/2020 1501 1476 19.32 28.02 31.05-
1/01/2020 SW 12/02/2019 1476 1449 20.19 24.54 17.73-

ACCOUNT NUMBER 36214005 STATUS Active
NAME CHE KOSTER (319)759-0977
PROPERTY 828 LAKE SHORE DR APT 1

V SERIAL #	MULTIPLIER	DIGITS	INS DATE	SERV DATE	LOCATION	NOTE
W 1540441664	5			6/15/2016		
A 1540441664	5		3/29/2016	6/15/2016		

ILL DATE	SERV	READ DATE	PRES	PREV	EST	BILL	CONS	CHARGE
1/01/2021	WA	12/01/2020	2348	2301			47	45.78
2/01/2020	WA	11/02/2020	2301	2243			58	53.11
1/01/2020	WA	10/01/2020	2243	2179			64	57.10
0/01/2020	WA	9/01/2020	2179	2068			111	88.41
3/01/2020	WA	8/03/2020	2068	1953			115	91.07
3/01/2020	WA	7/01/2020	1953	1834			119	93.73
7/01/2020	WA	6/01/2020	1834	1755			79	65.17
5/01/2020	WA	5/01/2020	1755	1658			97	76.82
5/01/2020	WA	4/01/2020	1658	1566			92	73.58
1/01/2020	WA	3/02/2020	1566	1540			26	30.88
1/01/2020	WA	2/03/2020	1540	1501			39	39.29
1/01/2020	WA	1/02/2020	1501	1476			25	30.24
0/01/2020	WA	12/02/2019	1476	1449			27	31.53
0/01/2019	WA	11/01/2019	1449	1383			66	56.76
0/01/2019	WA	10/01/2019	1383	1347			36	37.35
0/01/2019	WA	9/03/2019	1347	1247			100	78.76

16 mos average 61

LL DATE	SERV	DMD ACTUAL	DMD BILLED	MULT	DMD TOTAL	CHARGE		
LL DATE	SERV	READ DATE	PRES	PREV/DMD	MULT	CONS	LST YR	PCT CHNG
01/2021	WA	12/01/2020	2348	2301		47	27	74.07
01/2020	WA	11/02/2020	2301	2243		58	66	12.12-
01/2020	WA	10/01/2020	2243	2179		64	36	77.78
01/2020	WA	9/01/2020	2179	2068		111	100	11.00
01/2020	WA	8/03/2020	2068	1953		115	50	130.00
01/2020	WA	7/01/2020	1953	1834		119	40	197.50
01/2020	WA	6/01/2020	1834	1755		79	26	203.85
01/2020	WA	5/01/2020	1755	1658		97	48	102.08
01/2020	WA	4/01/2020	1658	1566		92	34	170.59
01/2020	WA	3/02/2020	1566	1540		26	64	59.38-
01/2020	WA	2/03/2020	1540	1501		39	27	44.44
01/2020	WA	1/02/2020	1501	1476		25	45	44.44-
01/2020	WA	12/02/2019	1476	1449		27	37	27.03-
01/2019	WA	11/01/2019	1449	1383		66	32	106.25
01/2019	WA	10/01/2019	1383	1347		36	28	28.57
01/2019	WA	9/03/2019	1347	1247		100	31	222.58

DATE	SERV	READ DATE	PRES	PREV	CHARGE	LST YR	PCT CHNG
01/2021	WA	12/01/2020	2348	2301	45.78	31.53	45.20
01/2020	WA	11/02/2020	2301	2243	53.11	56.76	6.43-



CITY OF NEVADA
**PARKS &
RECREATION**

January - 2021

To: Mayor, Brett Barker
Nevada City Council
City Administrator, Jordan Cook

From: Tim Hansen, Director of Parks and Recreation

Re: General Information Report

- Field House Project:
 - The Nevada Foundation is actively moving forward with the Silent Phase of the fundraising campaign. Many fundraising contacts have been completed and letters of support for the project have been obtained for grant writing purposes as well as the funding request of Story County, which was January 12th. Fundraising has been going well with positive responses.
 - RMH Architects are 95% complete with Design Development and will soon be moving on to the Construction Document phase.
- Working on information for the Wage and Salary Study.
- Preparing a new Seasonal Employee Training and Orientation program.
- Working with Story County Emergency Management to assist with plans and information for Gates Hall should the need arise to use Gates Hall for a dispensing site for vaccines or emergency use in the future.
- Taking applications for spring and summer employment.
- Winter programming has resumed after a pause with COVID.
- Tree inventory has been updated with the exception of the cemetery, which will be done this spring.
- Thank you to Shawn Cole for helping install restroom fixtures in the main cemetery maintenance building for a shop bathroom.
- Installed a heater in the new cemetery storage building.
- Community Strategic Planning meetings.
- Upcoming projects:
 - Billy Sunday Field: Will hopefully be working with On-Track Construction this winter to start on the clean-up and renovations to Billy Sunday Field to make it a multi-use green space for soccer, baseball, special events, etc.
 - Removal of light poles
 - Removal of dugouts, fill with dirt/seed, enclose openings with chain link fence.
 - Removal of press box
 - Removal of infield dirt and warning track and replace with black dirt and seeding.
- Staff, City Council, and Safety meetings.

If you have any questions, please feel free to contact me at 382-4352 (Office), 291-0747 (Cell), or by email at thansen@cityofnevadaiaowa.org.

Memo

To: City Council

From: Shawn Cole, Zoning Supervisor

CC: Jordan Cook

Date: 01/21/21

Re: General Information

1. Staff met with the contractors to discuss the downtown project.
2. The WWTP project is progressing, the sewer line is being dug in.
3. Staff met with HR Green to discuss GIS projects.
4. The Planning & Zoning Commission will meet to discuss the Transportation Concept of the Comprehensive Plan.
5. Staff will be in training during the 1st week of February.

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

