

**AGENDA**  
**REGULAR MEETING OF THE NEVADA CITY COUNCIL**  
**MONDAY, OCTOBER 14, 2019 – 6:00 P.M.**  
**NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6<sup>TH</sup> STREET**

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

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. PUBLIC HEARING(S)
  - A. South Glen Subdivision, Rezoning
    1. Public Hearing
    2. Ordinance No. 1006 (2019/2020): An Ordinance amending the Zoning Map of the City of Nevada, Iowa, by Amending the Zoning Classification of Parcels of Land Owned by South Glen LLC and Located Within the Corporate Limits of the City of Nevada, Iowa, From "AR" (Agricultural-Residential Reserve) District to "R-3" (Urban Family Residential) District
5. 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 September 23, 2019
  - B. Approve Payment of Cash Disbursements, including Check Numbers 72247-72373 and Electronic Numbers 680-687 (Inclusive) Totaling \$519,670.98 (See attached list)
  - C. Approve Financial Reports for Month of September, 2019
  - D. Approve Change of Ownership and Adding Carry-Out Wine for Class "E" Liquor License with privileges Carry Out Wine and Sunday Sales Permit, Casey's Marketing Co d/b/a Casey's General Store #3319, 1800 South B Avenue, Effective April 30, 2019
  - E. Approve Change of Ownership of Class "C" Beer Permit, Class B Native Wine Permit and Sunday Sales Privileges for Casey's General Store #2306, 1136 Lincolnway, Effective July 1, 2019

- F. Approve recommendation for Probationary membership with the Nevada Volunteer Fire/EMS Department: Bryce Rasmusson-Firefighter/EMT; Heather Rasmusson-Firefighter/EMT; and Edgar Beltran-Rehab Technician
- G. ABWA Request for sign on Lincoln-Jefferson Heritage Highways Park fencing for their ABWA Craft Fair
- H. Resolution No. 016 (2019/2020): Resolution to Approve DOT Agreements and designate City Clerk as Title VI Coordinator and authorize the Mayor/Clerk to sign

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

- A. Swear in Nevada Volunteer Fire and EMS Probationary members: Bryce Rasmusson, Heather Rasmusson and Edgar Beltran

## 7. OLD BUSINESS

- A. Ordinance No. 1005 (2019/2020): An Ordinance Amending Chapter 65 (Stop or Yield Required) and Chapter 69 (Parking Regulations) of the City Code to Make Necessary Additions for W Avenue, third and final reading
- B. W Avenue Paving Project, Absolute Concrete, Inc Contractor for project
  - 1. Approve Change Order No. 1 in the amount of \$3,840.00
  - 2. Approve Pay Request No. 1 for the W Avenue Paving Project from Absolute Concrete, Inc. in the amount of \$94,103.85
- C. Approve Pay Request No. 3 for the 2018 Trail Repairs from Harrison Construction in the amount of \$34,677.70
- D. Approve Pay Request No. 1 for the South D Avenue Paving Project from Con-Struct Inc. in the amount of \$100,829.20
- E. Resolution No. 017 (2019/2020): A Resolution approving Roseland, Mackey, Harris Architects, PC Agreement for Architectural Services for the Fieldhouse Project

## 8. NEW BUSINESS

- A. Approve Amendment to HR Green Master Agreement for Municipal Services for the WWTF Improvements, Design and Bid Phase in the amount of \$2,900,000.00
- B. Discussion and Appropriate Follow-up for the Opioid Class Action Suit

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

## 10. ADJOURN

The agenda was posted on the official bulletin board on October 10, 2019, in compliance with the requirements of the open meetings law.

Posted \_\_\_\_\_

E-Mailed \_\_\_\_\_

W:\OFFICE\COUNCIL\AGENDAS-COUNCIL\2019-2020\2019-10-14.DOC

**Council Packet Memo  
October 14, 2019**

**4. PUBLIC HEARING(S)**

A. South Glen Subdivision, Rezoning

1. Public Hearing – *(City received written documentation from Wade Presley and Joseph Rude)*
2. Ordinance No. 1006 (2019/2020): An Ordinance amending the Zoning Map of the City of Nevada, Iowa, by Amending the Zoning Classification of Parcels of Land Owned by South Glen LLC and Located Within the Corporate Limits of the City of Nevada, Iowa, From "AR" (Agricultural-Residential Reserve) District to "R-3" (Urban Family Residential) District

Enclosed you shall find Ordinance No. 1006 (2019/2020): An Ordinance amending the Zoning Map of the City of Nevada, Iowa, by Amending the Zoning Classification of Parcels of Land Owned by South Glen LLC and Located Within the Corporate Limits of the City of Nevada, Iowa, From "AR" (Agricultural-Residential Reserve) District to "R-3" (Urban Family Residential) District. The Public Hearing Notice was printed in the Nevada Journal on October 3, 2019. The Nevada Planning and Zoning Commission approved and recommended the change from "AR" (Agricultural-Residential Reserve) District to "R-3" (Urban Family Residential) District on April 2, 2018. The City of Nevada received a written document from Wade Presley and Joseph Rude on October 10, 2019 in regards to their concerns with the rezoning that is included in the council packet. Also enclosed is an email from City Administrator Mardesen that was sent to council on 7-17-19 with some background on R1, R2, and R3 classifications. Since P&Z has approved the recommendation from "AR" to "R-3", therefore, it is the recommendation of City Administrator Mardesen to approve Ordinance No. 1006 (2019/2020): An Ordinance amending the Zoning Map of the City of Nevada, Iowa, by Amending the Zoning Classification of Parcels of Land Owned by South Glen LLC and Located Within the Corporate Limits of the City of Nevada, Iowa, From "AR" (Agricultural-Residential Reserve) District to "R-3" (Urban Family Residential) District.

**7. OLD BUSINESS**

- A. Ordinance No. 1005 (2019/2020): An Ordinance Amending Chapter 65 (Stop or Yield Required) and Chapter 69 (Parking Regulations) of the City Code to Make Necessary Additions for W Avenue, third and final reading

Enclosed you shall find Ordinance No. 1005 (2019/2020): An Ordinance Amending Chapter 65 (Stop or Yield Required) and Chapter 69 (Parking Regulations) of the City Code to Make Necessary Additions for W Avenue. In consideration of the project, the width of W Ave is 26 feet wide due to the limited right-of-way at the time of purchase. Generally speaking, most reconstructed streets in Nevada are 31 feet wide. Therefore, city staff has recommended No Parking on both sides of W Avenue between 10<sup>th</sup> Street and 11<sup>th</sup> Street. Therefore, it is the recommendation of City Administrator Mardesen to approve Ordinance No. 1005 (2019/2020): An Ordinance Amending Chapter 65 (Stop or Yield Required) and Chapter 69 (Parking Regulations) of the City Code to Make Necessary Additions for W Avenue, third reading.



- B. W Avenue Paving Project, Absolute Concrete, Inc Contractor for project
1. Approve Change Order No. 1 in the amount of \$3,840.00

Enclosed you shall find Change Order No. 1 in the amount of \$3,840.00 from Absolute Concrete due to the lack of space on the north side of the project due to a fence installed by the abutting property owner. Therefore, instead of using silt fence, the contractor will now have to use wattles for erosion control adjacent to the property line, thus an increase in materials over what was initially designed. It is with hesitation that I recommend approval, but in order to keep the project on task it is the recommendation of City Administrator Mardesen to approve the Change Order No. 1 in the amount of \$3,840.00

2. Approve Pay Request No. 1 for the W Avenue Paving Project from Absolute Concrete, Inc. in the amount of \$94,103.85

Enclosed you shall find Pay Request No. 1 for the W Avenue Paving Project from Absolute Concrete, Inc. in the amount of \$94,103.85. Larry Stevens and Shawn Cole have reviewed the pay request and made recommendation for approval of Pay Request No. 1 for work completed as of 9-30-19. Therefore, it is the recommendation of City Administrator Mardesen to approve the pay request in the amount of \$94,103.85.

- C. Approve Pay Request No. 3 for the 2018 Trail Repairs from Harrison Construction in the amount of \$34,677.70

Enclosed you shall find Pay Request No. 3 for the 2018 Trail Repairs from Harrison Construction in the amount of \$34,677.70. Park and Recreation Director Tim Hansen has reviewed the request and verified the work that has been performed and approved. Therefore, it is the recommendation of City Administrator Mardesen to approve the pay request in the amount of \$34,677.70.

- D. Approve Pay Request No. 1 for the South D Avenue Paving Project from Con-Struct Inc. in the amount of \$100,829.20

Enclosed you shall find Pay Request No. 1 for the South D Avenue Paving Project from Con-Struct Inc. in the amount of \$100,829.20. Larry Stevens and Shawn Cole have reviewed the pay request and made recommendation for approval of Pay Request No. 1 for work completed as of 10-9-19. Therefore, it is the recommendation of City Administrator Mardesen to approve the pay request in the amount of \$100,829.20.

- E. Resolution No. 017 (2019/2020): A Resolution approving Roseland, Mackey, Harris Architects, PC Agreement for Architectural Services for the Fieldhouse Project

Enclosed you shall find Resolution No. 017 (2019/2020): A Resolution approving Roseland, Mackey, Harris Architects, PC Agreement for Architectural Services for the Fieldhouse Project. Also enclosed is the Agreement between the City of Nevada and Roseland, Mackey, Harris Architects, PC for the Nevada Fieldhouse Project. The total design and construction administration services total \$233,600.00 as bid originally. This agreement is to officially accept the Nevada Fieldhouse RFP that was approved on 9-23-19. therefore, it is the recommendation of City Administrator Mardesen to approve Resolution No. 017 (2019/2020): A Resolution approving Roseland, Mackey, Harris Architects, PC Agreement for Architectural Services for the Fieldhouse Project.



## 8. NEW BUSINESS

- A. Approve Amendment to HR Green Master Agreement for Municipal Services for the WWTF Improvements, Design and Bid Phase in the amount of \$2,900,000.00

Enclosed you shall find a letter from Michael Roth, Senior Project Manager with HR Green describing the Design/Bid Phase Professional Services Agreement. On Monday, September 30, 2019, Mike Neal, Mike Roth, Jim Rasmussen, Larry Stevens and I met to discuss the agreement. This same type of agreement was used for the improvement project to the current facility and will work in the same manner. Mike Roth will be in attendance to present an overview of the agreement. In consulting with Mike Neal on how well the previous agreements have worked in the past, it is the recommendation of City Administrator Mardesen to Approve Amendment to HR Green Master Agreement for Municipal Services for the WWTF Improvements, Design and Bid Phase in the amount of \$2,900,000.00.

- B. Discussion and Appropriate Follow-up for the Opioid Class Action Suit

Enclosed you shall find a Class Action Notice and Frequently Asked Questions to all US Counties, Cities, and Local Governments. The City of Nevada has received this notice and it has been brought to the attention of the Nevada City Council for consideration. I have enclosed an email that City Clerk Kerin Wright had sent to Erin Clanton for her opinion. Erin's response is general, but we have asked her to be ready to discuss this with the council at the meeting to determine what the best option is moving forward.

Proof Of Publication In  
NEVADA JOURNAL

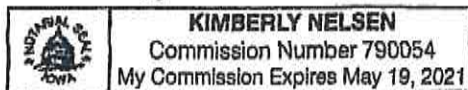
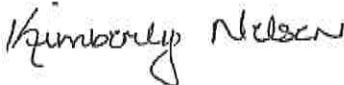
STATE OF IOWA, STORY COUNTY, ss.

I, Rebecca Bjork, on oath depose  
and say that I am Advertising Director of the  
**NEVADA JOURNAL**, a weekly newspaper,  
published at Ames, Story County, Iowa; that the  
annexed printed

**CITY OF NEVADA**

PH Notice to Amend Zoning Ordinance

was published in said newspaper  
1 time(s) on October 3rd, 2019  
with the last of said publication on  
the 3rd day of October, 2019



#1279958  
**NOTICE OF REQUEST TO AMEND  
THE ZONING ORDINANCE  
OF NEVADA, IOWA**

The City Council of the City of Nevada, Iowa, has received a request from the property owner, South Glen LLC, to amend the zoning ordinance of the City of Nevada, Iowa, by changing the zoning classification on the following described property, south of US HWY 30, west of South 11th Street & east of Indian Creek, owned by them and proposed to be located within the corporate limits of the City of Nevada, Iowa, from an AR (Agricultural Reserve) to an R-3 (Urban Family Dwelling) District.

The property for which the change is proposed is legally described as:

The Northeast Quarter of the Southeast Quarter, except the East 60.00 feet thereof, in Section 18, Township 83 North, Range 22 West of the 5th P.M., Story County, Iowa.

The City Council of the City of Nevada, Iowa, will conduct a public hearing on this request on the 14th day of October, 2019 at the City Council Meeting which is set to begin at 6:00 o'clock P.M., in Nevada City Hall, 1209 Sixth Street, Nevada, Iowa.

It is your right to attend this hearing and express your views concerning the proposed change, or you may submit your comments in writing to the City Clerk not later than 9:00 o'clock A.M. on the 11th day of October, 2019.

Respectfully submitted,  
City of Nevada, Iowa  
Kerin Wright, City Clerk

Published in the Nevada Tribune  
on October 3, 2019 (1T)

Notary Public

Sworn to before me and subscribed in my  
presence by Rebecca Bjork, Advertising Director  
this the 3rd day of October, 2019

**AD NO: 1279958**

**FEE: \$25.70**

**ACCT NO: 37490**

**Date:** October 10, 2019

**To:** Nevada City Council Members: Barb Mittman, Luke Spence, Sandy Ehrig, Dane Nealson, Brian Hanson, Jason Sampson; Mayor Brett Barker; City Administrator Matt Mardesen; City of Nevada Building and Zoning Official Shawn Cole

**RE:** South Glen LLC Rezoning

As neighbors of the proposed South Glen LLC development and homeowners in the Shagbark neighborhood, we want to formally confirm our concern about the proposed R-3 zoning designation for the South Glen LLC development.

The Shagbark neighborhood is an R-1 District, and it is adjacent to the South Glen development. Rezoning South Glen as an R-3 district would place it next to an R-1 District, which would not be consistent with zoning in Nevada.

Please do not perceive our expression of concern as anti-growth. In fact, we see the benefits of this development and we are avid supporters of smart, planned development in Nevada. We respectfully believe that this parcel should be zoned as an R-1 or R-2 district in order to be consistent with zoning in Nevada, not as an R-3 district as currently proposed. We would like to draw your attention to the following facts:

- 1) **Current R-3 Districts:** There are currently four R-3 districts in Nevada. These R-3 districts in Nevada are adjacent to R-2, R-4, R-5, along with AR, UC, DC, LI, GI, COS.

None of the R-3 districts in Nevada are adjacent to R-1 Districts.

Because South Glen is adjacent to the R-1 Shagbark neighborhood, rezoning South Glen as an R-3 district would not be consistent with the zoning for the other four R-3 districts in Nevada. Rezoning South Glen LLC as R-2 or R-1 district would be consistent with zoning in Nevada.

- 2) **Current R-1 Districts:** There are two R-1 districts north of Highway 30 in Nevada. None are adjacent to R-3, R-4, or R-5 Districts.

All R-1 Districts north of Highway 30 are adjacent to R-2 districts, along with AR, MU/PUD, UC, CC, GC, LI, COS.

We ask you to give the R-1 Shagbark neighborhood the same consideration as the R-1 districts north of Highway 30, and not approve South Glen as an R-3 district. Rezoning South Glen LLC as R-2 or R-1 would be consistent with zoning in Nevada.

*(SOURCE: December 2011 Official Zoning Map, available on the City of Nevada website)*

We also would also like to express concerns regarding water runoff. The Shagbark R-1 district is situated downhill from the South Glen development. With high density housing development allowed in an R-3 district, we are concerned about the increase in water runoff from South Glen into the Shagbark neighborhood, as there will be less soil and vegetation to slow down the water and absorb the water as it travels downhill toward our yards. Higher density housing, such as in an R-3 district, will exacerbate the problem with water runoff. We want to ensure the developers are informed that water runoff is a serious problem.

Placing an R-3 district next to an R-1 district is not consistent with the zoning of residential districts in Nevada. We ask you not to approve R-3 zoning in the South Glen LLC Development.

Respectfully submitted,

Joseph Rude

Wade and Theresa Presley

832 Shagbark Drive, Nevada, Iowa 50201

846 Shagbark Drive, Nevada, Iowa 50201

RECEIVED

OCT 10 2019

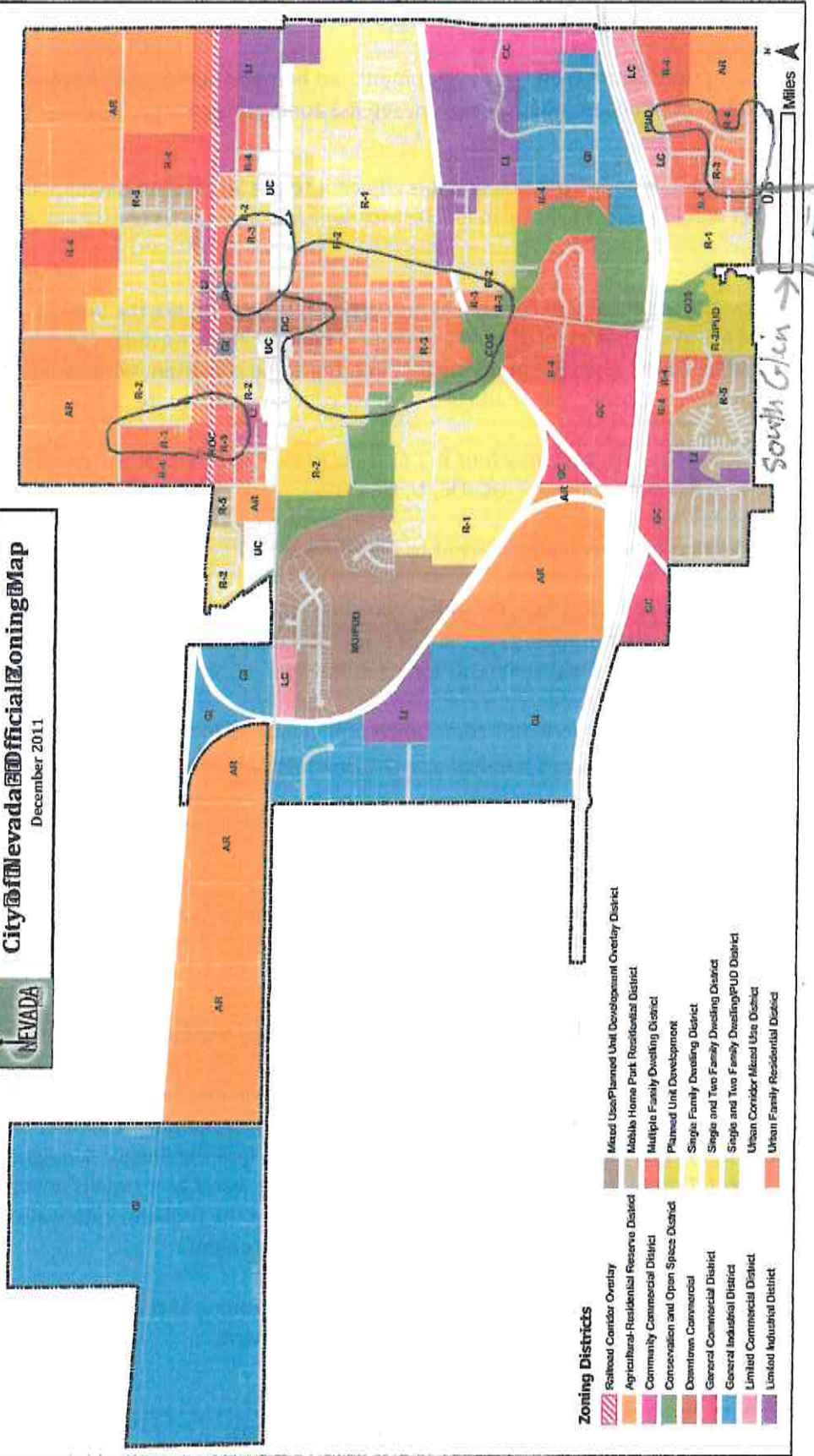
CITY OF NEVADA



# R-3 Districts

City of Nevada Official Zoning Map

December 2011



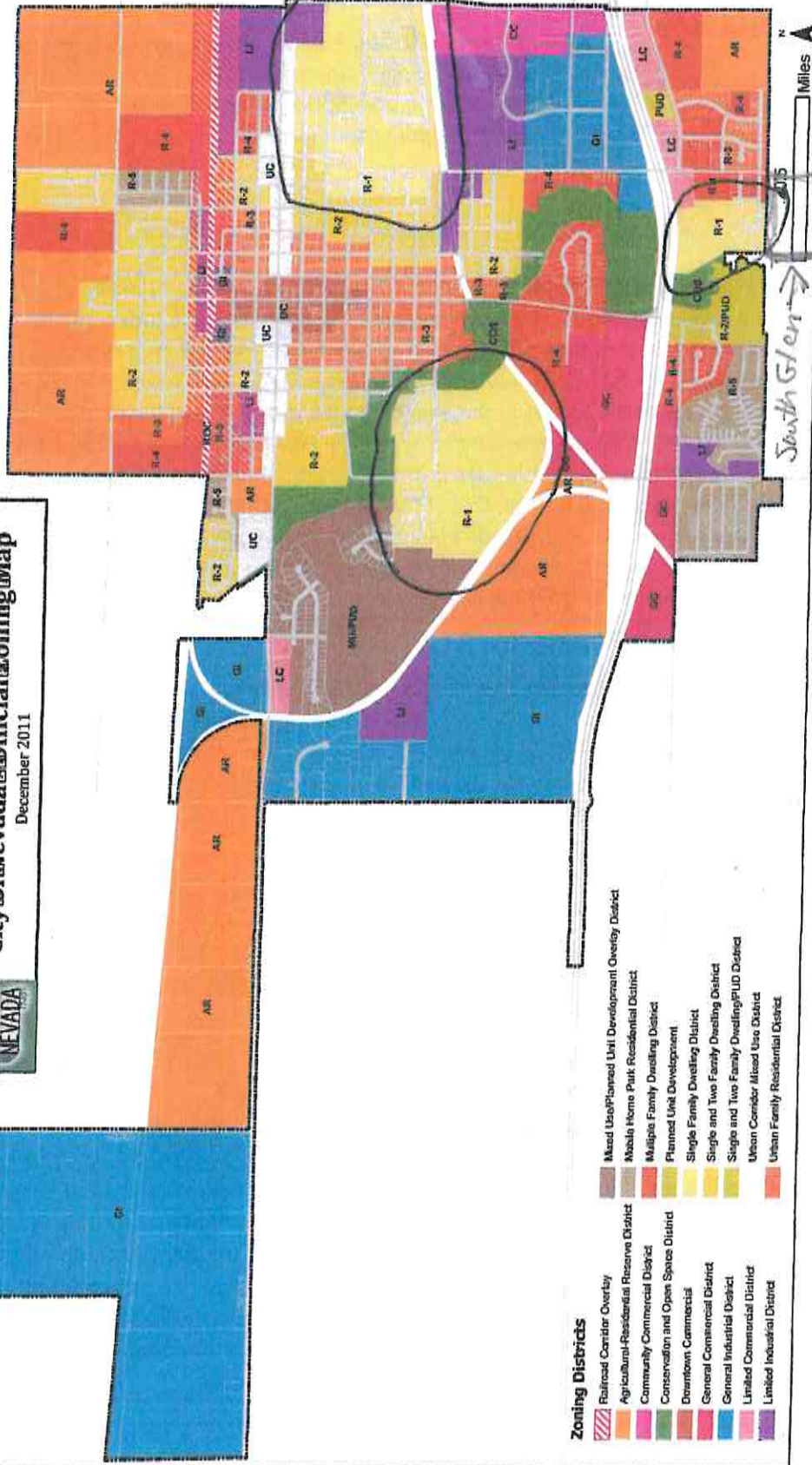
Current R-3 Districts: There are currently four R-3 districts in Nevada. None are adjacent to R-1 Districts. These R-3 Districts are adjacent to R-2, R-4, R-5, along with AR, UC, DC, U, GI, COS.

Therefore, South Glen LLC should NOT be zoned as R-3, as it is adjacent to the Shagbark R-1 District.

# R-1 Districts

City of Nevada Official Zoning Map

December 2011



Current R-1 Districts: There are two R-1 districts north of Highway 30 in Nevada. None are adjacent to R-3, R-4, or R-5 Districts. All R-1 Districts north of Highway 30 are adjacent to R-2, along with AR, MU/PUD, UC, CC, LI, COS.

Therefore, South Glen LLC should be zoned as R-2 or R-1, as it is adjacent to the Shagbark R-1 District. This would be consistent with zoning in the rest of Nevada.



## Matthew Mardesen

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**From:** Matthew Mardesen  
**Sent:** Wednesday, July 17, 2019 2:21 PM  
**To:** 'Sandy Ehrig'; 'Barb Mittman (bkmittman@cityofnevadaiaowa.org)'; 'Barb Mittman-Home'; 'Brett Barker'; Brian Hanson; Dane Nealson; Erin Clanton (Brick Gentry); Jason Sampson; Kerin Wright; Luke Spence; Mayor Barker  
**Subject:** RE: South Glen Development

Mayor and Council,

I wanted to share the response to Dane's email as I believe that we have addressed some of these same concerns already, so this may be a review for some. I had a conversation with Shawn Cole today, to discuss what his interaction was with the lady in regards to the rezoning of South Glen. Shawn informed me that residents in that area have been notified twice for the processes for P&Z had already taken in recommending R-3 for South Glen. Shawn did inform me that Wade and several other property owners in the Shagbark area did attend the public hearing at the Planning and Zoning meeting and stated some of these same concerns, but the P&Z Board recommended R-3. Shawn did indicate that all residents in that area will receive another letter from the City after South Glen is annexed, and referred to the City Council for official zoning classification. The City of Nevada is required to hold another public hearing for the official zoning classification, once the property is annexed. Planning and Zoning has recommended South Glen to be classified as R-3, which allows townhomes and single family homes. Shawn did indicate that he informed this lady that they would be receiving one additional letter from the city for a public hearing in front of the Nevada City Council for the official decision to re-zone South Glen.

In regards to the neighboring property zoning classification, the property to the north of South Glen, along Shagbark is zoned R-1 and R-4, due to the apartment buildings at the east end of Shagbark. I don't see a lot of difference in R-2 and R-3 that would make me challenge the P&Z recommendation for R-3. One of the differences is that in R-2, duplexes are allowed and in R-3 duplexes and townhomes are allowed. With a portion of the neighboring property to the north being R-4, I believe the recommendation of R-3 is fitting knowing that the developers would like to build townhomes at the northern section of the South Glen development.

R-1	Low-Density Single-Family Residential	This district is intended to provide for residential neighborhoods, characterized by single-family dwellings on large lots with supporting community facilities and urban services. Its regulations are intended to minimize traffic congestion and to assure that density is consistent with the carrying capacity of infrastructure.
R-2	Medium-Density Single-Family Residential	This district is intended to provide for residential neighborhoods, characterized by single-family and duplex dwellings on relatively large lots with supporting community facilities and urban services. Its regulations are intended to minimize traffic congestion and to assure that density is consistent with the carrying capacity of infrastructure.
R-3	Urban Family Residential	This district is intended to provide for medium-density residential neighborhoods, characterized by single-family dwellings on moderately sized lots and low-density, duplex and townhouse development. It provides special regulations to encourage innovative forms of housing development. It adapts to both established and developing neighborhoods, as well as transitional areas between single-family and multi-family neighborhoods. Its regulations are intended to minimize traffic congestion and to assure that density is consistent with the carrying capacity of infrastructure.



R-4	Multiple-Family Residential	This district is intended to provide locations primarily for multiple-family housing, with supporting and appropriate community facilities. It also permits some non-residential uses such as offices through a special permit procedure to permit a mixing of uses that have relatively similar operating and development effects.
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The precedence for R-3 being next to R-1 is similar to the townhome development area in Indian Ridge, but it's not classified as R-1 or R-3, but rather Mixed Use (MU). The City of Nevada has a great deal of R-2 and R-3 within the community with very little R-1 areas in town. Segments of homes along Shagbark that are R-1 are already touching R-4 to the east along South 11<sup>th</sup> Street areas.

In an attempt to compare property values, I average the assessed value listed on the Story Assessors site for the 7 homes adjacent to South Glen. The average for the 7 homes along Shagbark is \$231,657. So I compared that to 7 single family homes in Indian Ridge on the interior of the development, with neighbors in the back yard. This type of home and location would be similar to those on Shagbark for the sake of this comparison. The average of the 7 single family homes in Indian Ridge was \$254,314. I also compared the assessed value of townhomes located in Indian Ridge that I am under the impression are planned for South Glen. The averaged assessed value of 7 townhomes came to \$241,031 each. I realize this may not be a true market value comparison, but for the sake of being as close to possible, I used the assessed value.

I realize that the residents in this area are concerned about their property values, but I don't believe that a new home is going to come in valued below what their assessment is on average. The developer is following all of the guidelines established by the city for this type of development, so I don't think there is much that can be done to prevent this type of development from happening. We all realize there is a housing need, so to prevent this from happening after they have been compliant throughout the development process would not be fair to the developer.

Thank you,

**Matthew Mardesen, CPM**  
City Administrator

City of Nevada / 1209 6th Street / Nevada, Iowa 50201  
Phone (515) 382- 5466 / Fax (515) 382- 4502  
mmardesen@cityofnevadaiaowa.org  
www.cityofnevadaiaowa.org

**From:** Dane Nealson <dnealson@cityofnevadaiaowa.org>  
**Sent:** Tuesday, July 16, 2019 11:04 AM  
**To:** Matthew Mardesen <mmardesen@cityofnevadaiaowa.org>  
**Subject:** South Glen Development

Hey Matt,

I got the following messages from Wade Presley (my questions follow)

"A Shagbark neighbor was telling us about a casual conversation she had with Sean Cole regarding South Glen. When asked about future communication about the process of finalizing the annexation and rezoning of S Glen, he replied that we won't get anything. He stated that our one mailing from Spring 2018 is all we're going to get. That doesn't seem right

for those of us connecting to the S Glen area. All he said is to watch the city Council agendas for anything. Is it possible to receive any updates such as final approval of the rezoning and water rights in a more efficient manner?

We also dispute the zoning of R3 connected to our R1 properties. Its a very sudden transition. We believe that a R2 is more appropriate connected to R1. Zoning theory would seem to support that kind of city planning to preserve our property values. Thanks for any opinions you can share about this."

My question, in addition to his asked above: Is there precedence for R3 and R1 being connected in other parts of town? Would be curious to look at property values in those areas.

Dane Neelson  
Nevada City Council, Ward 4  
Phone: (515) 639-0244  
[dnealson@cityofnevadaiaowa.org](mailto:dnealson@cityofnevadaiaowa.org)

**ORDINANCE NO. 1006 (2019/2020)**

**AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF NEVADA, IOWA, BY AMENDING THE ZONING CLASSIFICATION OF PARCELS OF LAND OWNED BY SOUTH GLEN LLC AND LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF NEVADA, IOWA, FROM "AR" (AGRICULTURAL-RESIDENTIAL RESERVE) DISTRICT TO "R-3" (URBAN FAMILY RESIDENTIAL) DISTRICT**

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

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

*The Northeast Quarter of the Southeast Quarter, except the East 60.00 feet thereof, in Section 18, Township 83 North, Range 22 West of the 5<sup>th</sup> P.M., Story County, Iowa*

and shall be rezoned from a "AR" (Agricultural-Residential Reserve) District, to a "R-3" (Urban Family Residential) District.

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

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

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

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

PASSED AND APPROVED this \_\_\_ day of \_\_\_, 2019, through the first reading.

PASSED AND APPROVED this \_\_\_ day of \_\_\_, 2019, through the second reading.

PASSED AND APPROVED this \_\_\_ day of \_\_\_, 2019, through the third and final reading.

Enacted upon publication.

\_\_\_\_\_  
Brett Barker, Mayor

ATTEST:

\_\_\_\_\_  
Kerin Wright, City Clerk



Public Hearing Scheduled –  
Published –  
Public Hearing –

1<sup>st</sup> Reading – \_\_

Motion by Council Member \_\_, seconded by Council Member \_\_, to adopt the first reading of Ordinance No. 1006.

AYES:            \_\_  
NAYS:            \_\_  
ABSENT:         \_\_

2<sup>nd</sup> Reading – \_\_

Motion by Council Member \_\_, seconded by Council Member \_\_, to approve the second reading of Ordinance No. 1006.

AYES:            \_\_  
NAYS:            \_\_  
ABSENT:         \_\_

3<sup>rd</sup> Reading – \_\_

Motion by Council Member \_\_, seconded by Council Member \_\_, to approve the third and final reading of Ordinance No. 1006.

AYES:            \_\_  
NAYS:            \_\_  
ABSENT:         \_\_

The Mayor declared Ordinance No. 1006 adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Ordinance No. 1006 (2019/2020) at the regular Council Meeting of the City of Nevada, Iowa, held on the \_\_ day of \_\_, 2019.

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Kerin Wright, City Clerk

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NEVADA CITY COUNCIL - MONDAY, SEPTEMBER 23, 2019 6:00 P.M.

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1. CALL TO ORDER

The City Council of the City of Nevada, Iowa, met for a meeting in the Council Chambers of Nevada City Hall located at 1209 6<sup>th</sup> Street, Nevada, Iowa. Mayor Brett Barker, convened the meeting at 6:00 p.m. on Monday, September 23, 2019, pursuant to the rules of the Council. The agenda was posted on the official bulletin board in compliance with the open meeting law.

2. ROLL CALL

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

Staff Present: Erin Clanton, Matt Mardesen, Kerin Wright, Brandon Mickelson, Ric Martinez, Ray Reynolds, Tim Hansen, Rhonda Maier, Mike Neal and Shawn Ludwig.

Also in attendance were: Lynn Lathrop, Ros Dunblazier, Jan Gammon, Wade Presley, Theresa Presley, Al Kockler, John Hall, Patrick Sheets, Ryan Wessels, Marlys Barker and Marty Chitty.

3. APPROVAL OF AGENDA

Motion by Dane Nealson, seconded by Sandy Ehrig, to **approve the agenda with the removal of Item 7D.** After due consideration and discussion the roll was called. Aye: Nealson, Ehrig, Hanson, Mittman, Sampson, Spence. Nay: None. The Mayor declared the motion carried.

4. PUBLIC HEARING(S)

A. Urban Renewal Amendment, NEDC Agreement

1. Public Hearing – Proposed Amendment to the Nevada Urban Renewal Area

At 6:02 p.m. Mayor Barker announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **September 5, 2019**. The public hearing is **for the Urban Renewal Plan Amendment.**

John Hall with Nevada Economic Development Corporation spoke before council to provide an update of the NEDC and the small change that was made in the new agreement.

With no further comments for or against the proposal, the Mayor declared the hearing terminated at 6:04 p.m.

2. Resolution No. 012 (2019/2020): A Resolution approving the Urban Renewal Plan Amendment for the Nevada Urban Renewal Area

Motion by Brian Hanson, seconded by Dane Nealson, to **adopt Resolution No. 012 (2019/2020)**. After due consideration and discussion the roll was called. Aye: Hanson, Nealson, Sampson, Spence, Ehrig, Mittman. Nay: None. The Mayor declared the motion carried.

B. Nevada Economic Development Agreement

1. Public Hearing – Proposed Development Agreement with Nevada Economic Development Corporation

At 6:05 p.m. Mayor Barker announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **September 5, 2019**. The public hearing is **for the Proposed Development Agreement with Nevada Economic Development Corporation**.

There were **no written or oral objections** to the aforementioned recommendation.

With no further comments for or against the proposal, the Mayor declared the hearing terminated at 6:05 p.m.

2. Resolution No. 013 (2019/2020): A Resolution approving Development Agreement with Nevada Economic Development Corporation, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

Motion by Sandy Ehrig, seconded by Barb Mittman, to **adopt Resolution No. 013 (2019/2020)**. After due consideration and discussion the roll was called. Aye: Ehrig, Mittman, Nealson, Sampson, Spence, Hanson. Nay: None. The Mayor declared the motion carried.

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

Motion by Luke Spence, seconded by Jason Sampson, to **approve the following consent agenda items:**

- A. Approve Minutes of the Regular Meeting held on September 9, 2019
  - B. Approve Payment of Cash Disbursements, including Check Numbers 72148-72246 and Electronic Numbers 676-679 (Inclusive) Totaling \$4,334,414.90 (See attached list)
  - C. Approve Financial Reports for Month of August, 2019
  - D. Resolution No. 014 (2019/2020): A Resolution approving the Annual FY2018/2019 Street Finance Report and authorize submittal to the Iowa Department of Transportation
- After due consideration and discussion the roll was called. Aye: Spence, Sampson, Ehrig, Hanson, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

6. PUBLIC FORUM

- A. Mayor Barker read a Proclamation for the 19<sup>th</sup> Amendment Centennial Commemoration
- B. Mayor Barker read a Proclamation for Manufacturing Day



- C. Mayor Barker Proclaimed September 23<sup>rd</sup>, 2019 as Marlys Barker Day. He thanked her for her service to the city and the community.

## 7. OLD BUSINESS

- A. Approve Bid for SCORE Fieldhouse RFP- Architectural Services for the Park and Recreation Department

Motion by Brian Hanson, seconded by Dane Nealson, to **approve Contract with RMH Architects to provide architectural services for the proposed Field House @ a cost of \$233,600 plus reimbursables.** After due consideration and discussion the roll was called. Aye: Hanson, Nealson, Sampson, Spence, Ehrig, Mittman. Nay: None. The Mayor declared the motion carried.

- B. Ordinance No. 1005 (2019/2020): An Ordinance Amending Chapter 65 (Stop or Yield Required) and Chapter 69 (Parking Regulations) of the City Code to Make Necessary Additions for W Avenue, second reading

Motion by Jason Sampson, seconded by Barb Mittman, to **approve Ordinance No. 1005 (2019/2020), second reading.** After due consideration and discussion the roll was called. Aye: Sampson, Mittman, Nealson, Spence, Ehrig, Hanson. Nay: None. The Mayor declared the motion carried.

- C. Approve Pay Request No. 1 for the 2019 Sidewalk Project from Milam Concrete in the amount of \$7,975.25

Motion by Sandy Ehrig, seconded by Luke Spence, to **approve Pay Request No 1 for the 2019 Sidewalk Project from Milam Construction in the amount of \$7,975.25.** After due consideration and discussion the roll was called. Aye: Ehrig, Spence, Hanson, Mittman, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

- D. ~~Resolution No. 015 (2019/2020): A Resolution Approving the Second Amendment to the July 2007 Option for Purchase of Treated Water with Iowa Regional Utilities Association~~

Item was removed from agenda at time of approval of agenda.

## 8. NEW BUSINESS

- A. Approve Bid for Storage Tank Cleaning for the Water Department

Motion by Brian Hanson, seconded by Dane Nealson, to **approve Bid for Storage Tank Cleaning for the Water Department from Midco Diving in the amount of \$2,469.00.** After due consideration and discussion the roll was called. Aye: Hanson, Nealson, Sampson, Spence, Ehrig, Mittman. Nay: None. The Mayor declared the motion carried.

- B. Approve Bids for Plows and Liftgate for the Park and Recreation Department

Motion by Jason Sampson, seconded by Dane Nealson, to **approve 1-Truck Plow, 1-UTV Plow and 1-Liftgate Purchases for Park and Recreation Department from Schuling Hitch for a total of \$13,768.50.** After due consideration and discussion the

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

C. Accept Resignation of City Administrator Mardesen and Discussion and Appropriate Follow-up on Timeline for City Administrator Search

Motion by Brian Hanson, seconded by Barb Mittman, to accept Resignation of City Administrator Mardesen. After due consideration and discussion the roll was called. Aye: Hanson, Mittman, Nealson, Sampson, Spence, Ehrig. Nay: None. The Mayor declared the motion carried.

9. REPORTS:

City Administrator Mardesen reported:

- ICS training was well attended with approximately 32 staff and a couple council members.
- November 16<sup>th</sup> attended the Rebranding Committee meeting.
- Also on November 16<sup>th</sup> met with our Health Insurance Representative to talk about our renewal rates.
- The State Auditors have completed their visit to city hall. The Mayor, Clerk and I attended an exit interview with the senior auditor. Overall, the initial report looks good.
- Mardesen discussed his goals for the next 60 days.
- Iowa DOT wants to discuss US30 and the intersection of S-14.

Mayor Brett Barker noted the Main Street walking tour will also qualify as the Live Healthy Iowa walk. He reminded council to note on the Administrator Search timeline the dates the council will need to be available. He attended the Exit Interview with the Auditor, the Rebranding Committee and the Economic Development meeting last Friday. There was also a meeting today with Lisa Heddens, Story County Supervisor, on how we can all work together.

Council Member Mittman reported on the Community Coffee last week.

Public Works Director Neal noted the clarifiers are out of service.

Water Supervisor Ludwig relayed staff is preparing to flush hydrants next month. The lagoons will be cleaned as soon as the fields are ready to take the waste.

Director of Fire/EMS Reynolds advised council the city has received a FEMA Grant for gloves and hoods.

City Clerk Wright reminded council the first meeting in November is Tuesday, November 12<sup>th</sup> because of the holiday. Also, the Budget timeline was passed out tonight and there is already a slight change for the Budget Workshop. It will be moved to a different day. Wright will be on vacation the week of September 30<sup>th</sup>.

City Engineer Brandon Mickelson updated the council on the downtown project and Lincoln Highway and W. 18<sup>th</sup> Street Intersection Project.

## 10. ADJOURNMENT

There being no further business to come before the meeting, motion by Dane Nealson, seconded by Barb Mittman, to adjourn the meeting. Following voice vote, the Mayor declared the motion carried at 6:52 p.m. the meeting adjourned.

\_\_\_\_\_  
Brett Barker, Mayor

ATTEST:

\_\_\_\_\_  
Kerin Wright, City Clerk

Published: \_\_\_\_\_

Council Approved: \_\_\_\_\_



**CITY OF NEVADA**  
**CLAIMS REPORT FOR OCTOBER 14, 2019**  
**9/24/19 THRU 10/14/19**

VENDOR	REFERENCE	AMOUNT	CHECK #
ALLIANT	ALL-UTILITIES	13,925.15	72247
NEVADA POSTMASTER	UTILITY BILL POSTAGE	858.79	72248
STATE BANK	LIB-PETTY CASH	74.11	72249
MILAM CONCRETE	2019 SIDEWALK PP#1	7,975.25	72250
JOHNSON CONTROLS	WTR-SECURITY	997.41	72251
PEPSI	4PLX-CONCESSIONS	364.36	72252
AMAZON	PKM/PD/REC- SUPPLIES	1,161.94	72253
IPERS	IPERS	32,537.50	680
TREASURER STATE OF IA	STATE TAXES	8,334.00	681
EFTPS	FED/FICA TAX	25,955.05	682
TASC	DEPENDENT CARE	1,667.45	683
AMER'N FAMILY	AFLAC	4,339.92	72264
ICMA	DEFERRED COMP	1,020.00	72265
UNITED WAY	UNITED WAY	90.00	72266
COLLECTION SERVICES CENTER	CHILD SUPPORT	305.71	72267
GREAT WESTERN	HSA	322.50	72268
TREASURER STATE OF IA	SALES TAX 9/16-30/2019	686.70	684
WELLMARK	HEALTH 10/2019	27,742.29	72269
DELTA DENTAL	DENTAL 10/2019	1,279.94	72270
EFTPS	FED/FICA TAX	25,293.98	685
TASC	MEDICAL REIMBUR	1,646.62	686
ICMA	DEFERRED COMP	920.00	72290
COLLECTION SVCS CTR	CHILD SUPPORT	305.71	72291
GREAT WESTERN BANK	HSA	322.50	72292
GREAT WESTERN BANK	PKA,FALLWORKSHOP	772.43	687
BIG 8 TYRE	WTR-TIRES/RPR	2,077.74	72293
BROWN SUPPLY	WTR-SUPPLIES	290.40	72294
FAREWAY	STS-SUPPLIES	6.98	72295
HAWKINS	WTR-AZONE 15	3,223.55	72296
KEY COOP	CH-GENERATOR	649.61	72297
ALLIANT	ALL-UTILITIES	27,438.12	72298
MARTIN MARIETTA	STS-GRAVEL	1,155.09	72299
FAST LANE MOTOR PARTS	WTR/STS-SUPPLIES	106.16	72300
NEVADA VET CLINIC	PD-ANIMAL CONTROL	489.60	72301
NEVADA LUMBER	WTR/STS-FOAM BOARD-GRAVEL	40.21	72302
VAN WALL	FD/PKM/CEM/STS-RPRS-SUPPLIES	1,889.24	72303
STATE HYGIENIC LAB	WWT-LAB ANALYSIS	2,215.50	72304
ARNOLD MOTOR SUPPLY	ALL-SUPPLIES	975.30	72305
IA ONE CALL	WTR/WWT-ONE CALLS	109.80	72306
HACH	WTR-CHEMICALS	111.19	72307
IA STATE READY MIX	STS-CONCRETE	640.00	72308
LOWE'S	STS-MAILBOX	47.49	72309
STORY CO TREASURER	PD/WTR/WWT-DISPATCH QTR2(19/20	10,197.00	72310

VERIZON	WTR/WWT-GIS	39.99	72311
DOOR & FENCE STORE	POOL-ENTRY DOOR LOUVER	297.00	72312
HOKEL	WWT/STS-CYLINDER RENT/SUPPLIES	315.33	72313
AMERICAN WTR WORKS ASSOC	WTR-MEMB DUES	139.50	72314
HAWKEYE TRUCK EQUIPMENT	WWT-SNOW DEFLECTOR	235.00	72315
GOOD AND QUICK	PD-#4 OIL/ROTORS/BRAKES/BELT/TIRE RPR	682.37	72316
DIAMOND VOGEL	PKM-PAINT	444.35	72317
STEAMWAY CLEANING	GH-CARPET CLEANING	422.00	72318
SANDRY FIRE	FD-DUFFLE BGS/SCBA PACK/BATTERY CHRGRS	13,643.95	72319
O'HALLORAN INTL	STS-PARTS	67.95	72320
DINGES FIRE CO	FD-FOAM	76.99	72321
ACCO	POOL-WALL INLETS/WINTERIZATION/LEAK TST	6,158.87	72322
GALLS INC	PD-#615/617/600/UNIFORM	413.67	72323
MIDIOWA NET	PKA/PKM-INTERNET	82.50	72324
NEVADA HARDWARE	ALL -SUPPLIES	270.82	72325
IA LAW ENFORCEMENT ACAD	PD-ILEA TRNG CELENTANO/SOUBAYI	14,200.00	72326
SCOTT'S SALES	STS-PRESSURE HOSE/WASH CARD	244.25	72327
NEIGHBORS HTG CLG PLMBG	GH-A/C MAINT	116.63	72328
STAPLES ADVANTAGE	PKAADM-COPY PAPER/SUPPLIES/RTN	317.90	72329
WINDSTREAM	ALL-UTILITIES	2,050.13	72330
CASEY'S	ADM-REFUND #2306 BC LICENSE	37.50	72331
SAMS CLUB	PD-SUPPLIES	164.04	72332
CONTINENTAL RESEARCH	GH-SUPPLIES	723.03	72333
AMAZON.COM	LIB-DVDS/CARPET CLEANER	354.38	72334
HR GREEN	ALL-ENG	45,896.86	72335
VANSICKEL PLUMBING	GH-STAGE STOOL REPAIR	269.69	72336
PLUMB SUPPLY CO	WWT-GALV PIPE	150.57	72337
UPS	PD-SHIPPING	18.30	72338
BRICK GENTRY PC	ALL-LEGAL	7,110.00	72339
OREILLY AUTO PARTS	CEM-LED LIGHT BAR	103.87	72340
KIESLERS POLICE SUPPLY	PD-AMMO	4,950.95	72341
ZIMCO	PKM-GRASS SEED/HERBICIDE	4,070.00	72342
MISSISSIPPI LIME	WTR-QUICKLIME	6,313.45	72343
KELTEK INC	PD-ANIMAL CONTROL RENOV 13 RAM	271.34	72344
MAX AG	PKM-HERBICIDE	98.65	72345
IA HSEMD	PD-REYNOLDS/HENDERSON/CIZMADIA	375.00	72346
ALPHA COPIES	ADM-NEWSLETTERS	448.50	72347
LANESBORO WEB	ADM-WEBSITE	300.00	72348
BOOT BARN	CEM/PKM/WTR-CLOTHING	425.99	72349
ROTARY CLUB OF NEVADA	PD/FD-DUES	402.00	72350
MEDIACOM	ALL-INTERNET SVC	316.90	72351
NEVADA SENIORS	WTR/WWT-OCT BILLS	225.00	72352
FERGUSON ENTERPRISES	WTR-BRKT/CHLR TABLETS	745.13	72353
MOUSEL, ERIN	PKM-REIMB	26.73	72354
BEATY, RAY	EMS-CPR BADGER/ARNAUD	50.00	72355
WEX BANK	ALL-GAS CARDS	5,073.49	72356
21ST CENTURY REHAB	REC-SOFTBALL TOURNEY	870.00	72357

AMES FORD LINCOLN	PD-#33 RPR	1,866.28	72358
DAVIS EQUIPMENT CORP	PKM-EQUIPMENT/BLADES	29,886.88	72359
PARTSMASTER	STS-SOCKET/T HANDLE WRENCH	209.24	72360
LEXIPOL	PD-LAW ENF POLICY MANUAL	1,560.00	72361
AMES HYDRAULICS	STS-BEARING RPR	171.83	72362
SCHULING HITCH CO	CEM-LED LIGHT BAR	216.65	72363
HUTTON, RYAN	PD-MEAL REIMB	14.94	72364
BOUND TREE MEDICAL	EMS-STERILE WATER	2.68	72365
STORY CO RECORDER	LEGAL-SOUTH GLENN	32.00	72366
EXECUTIVE TECH	ALL-COPIER LEASE	972.89	72367
DOG WASTE DEPOT	PKM-DOG WASTE BAGS	192.97	72368
JEFFERSON HIGHWAY ASSOC	MYR-DUES	35.00	72369
THE RADAR SHOP	PD-RECERT RADAR UNITS	377.00	72370
MENARDS	WWT/WTR/FD-THREADED RODS/TLS/BTTRS	349.20	72371
BITUMINOUS	STS-CRS2 ASPHALT	2,716.15	72372
AMERICAN TOPPER & ASSOC	PD-TOPPER ACCESS	243.00	72373
	TOTAL ACCOUNTS PAYABLE	<u>369,419.57</u>	
	PAYROLL CHECKS	149,976.83	
	DEPOSIT REFUNDS ON 10/02/2019	<u>274.58</u>	
	**** PAID TOTAL ****	<u>519,670.98</u>	

GENERAL	254,148.40
ROAD USE TAX	44,230.22
LOCAL OPTION SALE TAX	14,875.08
PARK OPEN SPACE	290.98
SIDEWALK IMPROVEMENTS	7,975.25
2019 CIP WORK	200.00
2019 SOUTH D AVE PAVING	2,033.40
CBD DOWNTOWN IMPR	33,030.50
2017 STS/WT/SE/STRM PROJ	980.00
LINC HW-W 18TH ST INTSCT	7,168.80
WATER	60,532.22
WATER DEPOSITS	198.99
SEWER	48,730.67
SEWER CONSTRUCTION	-1.69
LANDFILL/GARBAGE	-1.50
STORM WATER	80.76
REVOLVING FUND	<u>45,198.90</u>
**** PAID TOTAL ****	<u>519,670.98</u>



GREAT WESTERN PURCHASING "p" CARD TRANSACTIONS

PRESENTED AT COUNCIL MEETING 10/14/19 W/CLAIMS

Tran Date	Merchant Name	Description	Amount	Invoice #	ACCOUNT
8/26/2019	IA Park and Rec	PKA, Fall workshop	145.00	8262019	001-430-6240
9/5/2019	Mid America Sports Advantage	REC, FF Elastic band down indicator	33.84	57127	001-473-6599
8/26/2019	IA League of Cities	ADM, IMFOA Conference	125.00	18383	001-620-6240
8/29/2019	IA Secretary of State	ADM, Notary (Wright)	30.00	7534659	001-620-6599
9/1/2019	GoDaddy	ADM, Website	15.12	1548425727	121-613-6431
9/9/2019	Flowerama	ADM, Service	76.20	2019099	001-613-6491
9/11/2019	Sams Club	CA, Staff Training	97.77	31010	001-613-6240
9/19/2019	USPS	PZ, Postage-Annexation	25.50	28777	001-540-6508
9/16/2019	ISU Career Fairs	PD, ISU Career Fair	125.00	33	001-110-6240
9/16/2019	Spanish patrol	PD, Spanish	99.00	P142029	001-110-6240

October 19, 2019

772.43

POSTING & PAYMENT DATE:

*[Signature]*

City Administrator

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ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CASH-GENERAL FUND	3,823,303.98-	1,868,606.12
002-000-1110	CASH-HOTEL/MOTEL	21.46	14,654.80
010-000-1110	CASH-ROAD USE TAX	99,799.68-	1,549,387.07
012-000-1110	CASH-EMPLOYEE BENEFITS	82,404.52	86,011.76
013-000-1110	CASH-RUT CAPITAL	165,882.23	261,752.52
019-000-1110	CASH-EMERGENCY FUND	8,349.65	8,715.36
021-000-1110	CASH-LOCAL OPTION TAX	460,054.96-	125,234.50
025-000-1110	CASH-TIF	63,409.34	2,050,046.07
026-000-1110	CASH-LMI SUBFUND		37,880.32
067-000-1111	RESERVE-WELLS	2.53	1,725.34
067-000-1113	RESERVE-ZWILLING	.16	108.44
067-000-1114	RESERVE-ALBERRY	1.45	987.19
068-000-1118	RESERVE-UNDESIGNATED	.49	335.32
068-000-1119	RESERVE-HARMS TRUST, GREEN SP	37.61	25,689.09
069-000-1110	CASH-LIBRARY TRUST	835.93-	31,789.56
071-000-1110	CASH-FIRE TRUST	24.81	16,944.99
072-000-1110	CASH-SCORE UNDESIGNATED	8.50	5,805.11
073-000-1110	CASH-SCORE O&M	.38	256.68
074-000-1110	CASH-NORTH STORY BASEBALL	5.23	3,570.77
075-000-1110	CASH-SENIOR COMM CENTER	10.43	7,126.92
076-000-1110	CASH-GH PIANO	27.02	18,455.50
077-000-1110	CASH-POLICE FOREITURE	17.32	11,833.15
079-000-1122	RESERVE-GRNBLT MAP 2005	5.13	3,501.66
079-000-1124	RESERVE-ST CO TRAIL	.57	386.23
079-000-1125	RESERVE-IND RDG GREENBE	2.44	1,667.24
079-000-1127	RESERVE-UNRESTRICTED	832.24	36,270.12
079-000-1128	RESERVE-SCORE SCOREBOAR	6.54	4,464.22
079-000-1129	RESERVE-HATTERY	1.50	1,027.03
079-000-1130	RESERVE-LANDSCAPING	8.69	5,934.44
079-000-1131	RESERVE-FIELD MAINT	75.26	11,453.28
079-000-1132	RESERVE-LEW HANSEN SUB	2.01	1,372.14
079-000-1133	RESERVE-87 SOUTHWOOD	10.81	7,383.38
079-000-1134	RESERVE-MARDEAN PARK	1.28	876.30
080-000-1110	CASH-COLUMBARIAN MAINT	64.62	3,157.49
081-000-1110	CASH-TRAIL MAINTENANCE	30,089.73	61,285.93
082-000-1110	CASH-DANIELSON/OTHERTRU	57.16	39,043.64
083-000-1110	CASH-LIB BLDG TRUST	.28	189.91
084-000-1110	CASH-TREES FOREVER	6.48	4,429.38
085-000-1110	CASH-4TH OF JULY	634.71	3,628.17
086-000-1110	CASH-COMM BAND	251.21	824.31
090-000-1110	CASH-DEBT SERVICE	63,316.44	274,768.38
091-000-1110	CASH-CITY HALL/PUBLIC S	1.24	844.99
092-000-1110	CASH-LIBRARY BLDG	18,283.62	19,552.46
095-000-1110	CASH-RR CROSSING IMP		17,273.86-
097-000-1110	CASH-SIDEWALKIMPROVEMEN	16,121.02	56,701.90
101-000-1110	CASH-2019 CIP WORK	2,959.87	2,021,667.12
102-000-1110	CASH-2019 SOUTH D AVE PAVING		43,617.56-
105-000-1110	CASH-CBD DOWNTOWN IMPR		356,248.67-
109-000-1110	CASH-TRAIL CIP PROJECTS	235.89	161,116.22
103-000-1110	CASH-2017STS,WTR,WWT,STM PROJ	529.52	361,674.13
105-000-1110	CASH-LINC HWY/W 18TH ST INTERS	742,143.90	545,611.52-

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
26-000-1110	CASH-2017BOND, REFUND 2013B	.01	8.57
00-000-1110	CASH-PERPETUAL CARE	433.75	5,116.58
00-000-1110	CASH-WATER O&M	832,873.19-	692,377.31
01-000-1110	CASH-WATER DEPOSITS	901.92-	74,669.67
02-000-1110	CASH-WATER PLANT UPGRADE RSRV	251,265.97	864,692.45
05-000-1110	CASH-WATER 2012C BOND	573,575.00	609,534.50
07-000-1110	CASH-WTR CAPITAL REVOLV	115,373.29	378,208.28
10-000-1110	CASH-WASTEWATER O&M	257,623.66-	1,202,039.59
15-000-1110	CASH-SEWER CONSTRUCTION	256,739.02	1,486,908.97
16-000-1110	CASH-WWT CIP		86,634.30-
17-000-1110	CASH-WWT CAPITAL	60,423.40	289,192.33
10-000-1110	CASH-CARBAGE UTILITY	5,562.75	11,363.09-
0-000-1110	CASH-STORM WATER UTILIT	15,418.75	697,800.71
0-000-1139	RESERVE-PARK & RECREATI	72,376.32	55,674.96
0-000-1140	RESERVE-LIBRARY	5,074.36	50,786.62
0-000-1141	RESERVE-CEMETERY	33,081.20	35,658.10
0-000-1142	RESERVE-FINANCE	40,419.75	286,698.70
0-000-1143	RESERVE-FIRE	76,401.47	411,672.97
0-000-1144	RESERVE-POLICE	34,317.85	271,714.94
0-000-1146	RESERVE-PLANNING & ZONI	5,052.06	35,561.09
0-000-1147	RESERVE-GATES HALL	33,283.97-	29,255.89
0-000-1148	RESERVE-TECHNOLOGY	5,032.33	22,081.18
0-000-1110	CASH-SICK & VACATION	439.64	300,283.44
	CASH TOTAL	2,761,845.08-	15,949,324.50
1-000-1120	PETTY CASH - LIBRARY		75.00
1-000-1120	PETTY CASH - CITY HALL		600.00
	PETTY CASH TOTAL	.00	675.00
-000-1168	COUNTY FOUNDATION INVES		80,232.14
	SAVINGS TOTAL	.00	80,232.14
-000-1168	2017B BANKERS TRUST ESCROW		2,879,394.53
	INVESTMENTS TOTAL	.00	2,879,394.53
-000-1170	CD-GENERAL FUND	4,000,000.00	4,000,000.00
000-1170	CD LIBRARY TRUST		11,700.00
000-1170	CD-DANIELSON TRST		200,000.00
000-1170	CD-PERPETUAL CARE		145,117.70
000-1170	CD-HATTERY TRUST		5,074.08
000-1170	CD- WATER 2012C RESERVE		589,762.87
000-1170	CD- WTR 2012C IMPROVMNT		152,208.74
000-1170	CD- SEWER CONSTRUCTION		507,404.66



CITY OF NEVADA  
BALANCE SHEET  
CALENDAR 9/2019, FISCAL 3/2020

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
<hr/>			
	CD's TOTAL	4,000,000.00	5,611,268.05
	TOTAL CASH	<u>1,238,154.92</u>	<u>24,520,894.22</u>

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,160,768.00	106,169.06	299,953.81	25.84	860,814.19
	POLICE-OFFICE TOTAL	110,984.00	7,857.29	26,820.86	24.17	84,163.14
	EMERGENCY MANAGEMENT TOTAL	16,400.00	93.57	271.25	1.65	16,128.75
	FLOOD CONTROL TOTAL	32,690.00	3,145.08	7,463.99	22.83	25,226.01
	FIRE TOTAL	469,199.00	15,230.13	67,210.91	14.32	401,988.09
	AMBULANCE TOTAL	16,600.00	75.65	3,272.10	19.71	13,327.90
	BUILDING INSPECTIONS TOTAL	49,226.00	4,100.45	13,237.76	26.89	35,988.24
	ANIMAL CONTROL TOTAL	8,500.00	269.48	1,275.98	15.01	7,224.02
	ANIMAL CONTROL-OWNER TOTAL	2,000.00	67.00	390.10	19.51	1,609.90
	PUBLIC SAFETY TOTAL	1,866,367.00	137,007.71	419,896.76	22.50	1,446,470.24
	ROADS, BRIDGES, SIDEWALKS TOTA	792,825.00	98,757.33	223,119.29	28.14	569,705.71
	STREET LIGHTING TOTAL	136,000.00	11,020.57	32,593.59	23.97	103,406.41
	TRAFFIC CONTROL & SAFETY TOTA	1,000.00	.00	.00	.00	1,000.00
	PAVEMENT MARKINGS TOTAL	12,000.00	9.99	4,711.08	39.26	7,288.92
	SNOW REMOVAL TOTAL	69,713.00	.00	.00	.00	69,713.00
	TREES & WEEDS TOTAL	50,000.00	3,300.00	4,509.48	9.02	45,490.52
	PUBLIC WORKS TOTAL	1,061,538.00	113,087.89	264,933.44	24.96	796,604.56
	WATER,AIR,MOSQUITO CONTRO TOTA	10,000.00	.00	5,896.91	58.97	4,103.09
	ACCESS TOTAL	852.00	.00	852.00	100.00	.00
	NEVADA YOUTH & SHELTER TOTAL	4,500.00	.00	4,500.00	100.00	.00
	AMES YOUTH & SHELTER TOTAL	1,200.00	.00	1,200.00	100.00	.00
	CENTER FOR ADDICTIONS RCY TOTA	1,080.00	.00	1,080.00	100.00	.00
	COMMUNITY RESORCE CENTER TOTA	22,048.00	.00	22,048.00	100.00	.00
	STORY CO VOLUNTEER CENTER TOTA	686.00	.00	686.00	100.00	.00
	RETIRED SEN VOLUNTEER PGM TOTA	720.00	.00	720.00	100.00	.00
	HEARTLAND SENIOR SERVICES TOTA	1,070.00	.00	1,070.00	100.00	.00
	MIDIOWA COMMUNITY ACTION TOTA	1,180.00	.00	1,180.00	100.00	.00
	GOOD NEIGHBOR EM ASSIST TOTAL	1,810.00	.00	1,810.00	100.00	.00
	STORY CO LEGAL AID TOTAL	2,500.00	.00	2,500.00	100.00	.00
	AMERICAN RED CROSS TOTAL	766.00	.00	766.00	100.00	.00
	SALVATION ARMY TOTAL	2,500.00	.00	2,500.00	100.00	.00
	TOTAL	4,900.00	.00	4,900.00	100.00	.00
	OTHER HEALTH/SOCIAL SERV TOTA	3,920.00	.00	3,920.00	100.00	.00
	HEALTH & SOCIAL SERVICES TOTA	59,732.00	.00	55,628.91	93.13	4,103.09
	LIBRARY TOTAL	431,510.00	29,973.41	113,662.43	26.34	317,847.57
	LIBRARY-DONATED TOTAL	32,500.00	.00	1,319.70	4.06	31,180.30
	LIBRARY-STATE INFRASTRUCT TOTA	21,500.00	1,392.56	4,764.44	22.16	16,735.56
	MUSEUM/BAND/THEATRE TOTAL	1,590.00	.00	985.00	61.95	605.00
	PARKS TOTAL	102,596.00	6,321.50	37,447.84	36.50	65,148.16
	PARK MAINTENANCE TOTAL	380,234.00	21,161.79	143,065.14	37.63	237,168.86
	PARKS-AHTLETIC FIELDS TOTAL	20,000.00	2,739.09	5,478.09	27.39	14,521.91
	TRAIL SYSTEM-BIKE/WALK TOTAL	15,000.00	.00	.00	.00	15,000.00

CITY OF NEVADA  
BUDGET REPORT  
CALENDAR 9/2019, FISCAL 3/2020

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	PCT OF FISCAL YTD BALANCE	FISCAL YTD PERCENT EXPENDED	25.0% UNEXPENDED
	FOUR-PLEX COMPLEX TOTAL	50,402.00	2,000.29	13,038.44	25.87	37,363.56
	POOL TOTAL	232,893.00	13,577.84	145,107.67	62.31	87,785.33
	RECREATION TOTAL	64,708.00	4,758.40	22,524.80	34.81	42,183.20
	ADULT SOFTBALL TOTAL	600.00	.00	167.89	27.98	432.11
	COMMUNITY HEALTH/WEELNESS TOTA	500.00	.00	.00	.00	500.00
	SENIOR ACTIVITY TOTAL	1,000.00	.00	.00	.00	1,000.00
	CEMETERY TOTAL	160,570.00	12,114.70	70,334.35	43.80	90,235.65
	COMMUNITY CTR/ZOO/MARINA TOTA	209,888.00	43,848.41	77,191.20	36.78	132,696.80
	SENIOR COMMUNITY CENTER TOTAL	7,348.00	501.82	2,369.41	32.25	4,978.59
	BASEBALL SOFTBALL TOTAL	35,933.00	.00	5,805.67	16.16	30,127.33
	YOUTH BASKETBALL TOTAL	9,509.00	73.83	73.83	.78	9,435.17
	VOLLEYBALL TOTAL	2,115.00	1,310.56	1,310.56	61.97	804.44
	FLAG FOOTBALL TOTAL	9,870.00	3,015.87	3,015.87	30.56	6,854.13
	HALLOWEEN TOTAL	250.00	159.14	159.14	63.66	90.86
	JR THEATRE/FESTIVAL TREES TOTA	2,615.00	.00	.00	.00	2,615.00
	CIRL TOTAL	2,000.00	.00	1,016.17	50.81	983.83
	SOFTBALL TOURNAMENT TOTAL	45,642.00	65.73	15,121.62	33.13	30,520.38
	HISTORICAL SOCIETY TOTAL	1,850.00	.00	1,850.00	100.00	.00
	HISTORIC PRESERVATION TOTAL	1,000.00	.00	.00	.00	1,000.00
	OTHER CULTURE/RECREATION TOTA	2,828.00	.00	2,828.00	100.00	.00
	CULTURE & RECREATION TOTAL	1,846,451.00	143,014.94	668,637.26	36.21	1,177,813.74
	ECONOMIC DEVELOPMENT TOTAL	344,039.00	2,250.90	206,320.90	59.97	137,718.10
	HOUSING & URBAN RENEWAL TOTAL	10,000.00	.00	.00	.00	10,000.00
	PLANNING & ZONING TOTAL	174,366.00	4,115.37	13,727.05	7.87	160,638.95
	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	3,000.00	.00	3,000.00	100.00	.00
	VISITOR'S GUIDE TOTAL	500.00	.00	.00	.00	500.00
	OTHER COMM & ECO DEV TOTAL	700.00	.00	.00	.00	700.00
	COMMUNITY & ECONOMIC DEV TOTA	542,405.00	6,366.27	223,047.95	41.12	319,357.05
	MAYOR/COUNCIL/CITY MGR TOTAL	11,720.00	306.38	2,174.18	18.55	9,545.82
	COUNCIL TOTAL	7,987.00	.00	208.00	2.60	7,779.00
	CITY ADMINISTRATOR TOTAL	69,500.00	1,157.64	4,062.95	5.85	65,437.05
	CLERK/TREASURER/ADM TOTAL	372,680.00	11,467.33	42,185.74	11.32	330,494.26
	ELECTIONS TOTAL	7,000.00	.00	.00	.00	7,000.00
	LEGAL SERVICES/ATTORNEY TOTAL	116,300.00	7,230.00	20,509.00	17.63	95,791.00
	CITY HALL/GENERAL BLDGS TOTAL	111,649.00	9,724.49	41,665.45	37.32	69,983.55
	TORT LIABILITY TOTAL	40,160.00	.00	38,023.00	94.68	2,137.00
	OTHER GENERAL GOVERNMENT TOTA	10,000.00	623.42	1,340.64	13.41	8,659.36
	GENERAL GOVERNMENT TOTAL	746,996.00	30,509.26	150,168.96	20.10	596,827.04
	CITYHALL/LIBRARY DEBT TOTAL	93,213.00	.00	.00	.00	93,213.00
	2013 GO BOND TOTAL	675,100.00	.00	.00	.00	675,100.00



ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	2019B CIP WORK TOTAL	586,791.00	.00	.00	.00	586,791.00
	DEBT SERVICE TOTAL	1,355,104.00	.00	.00	.00	1,355,104.00
	ROADS, BRIDGES, SIDEWALKS TOTA	7,180,000.00	.00	509,305.17	7.09	6,670,694.83
	SIDEWALKS TOTAL	25,000.00	7,975.25	7,975.25	31.90	17,024.75
	RAILROAD CROSSINGS TOTAL	20,000.00	.00	3,415.46	17.08	16,584.54
	SENIOR COMMUNITY CENTER TOTAL	500,000.00	.00	.00	.00	500,000.00
	CITY HALL/GENERAL BLDGS TOTAL	2,000.00	.00	.00	.00	2,000.00
	CAPITAL PROJECTS TOTAL	7,727,000.00	7,975.25	520,695.88	6.74	7,206,304.12
	WTR 2012C BOND TOTAL	573,575.00	.00	.00	.00	573,575.00
	WATER TOTAL	39,484.00	10,180.44	10,180.44	25.78	29,303.56
	WATER-PLANT/PUMPS TOTAL	870,319.00	47,229.19	188,026.46	21.60	682,292.54
	WATER-LINES-INST & O&M TOTAL	60,520.00	4,462.30	16,489.30	27.25	44,030.70
	WATER ACCOUNTING TOTAL	314,247.00	25,145.99	77,609.96	24.70	236,637.04
	WASTEWATER PLANT TOTAL	617,944.00	44,439.45	146,387.09	23.69	471,556.91
	WASTEWATER COLLECTION TOTAL	2,256,247.00	3,042.22	43,086.00	1.91	2,213,161.00
	WASTEWATER ACCOUNTING TOTAL	203,414.00	14,593.79	49,640.38	24.40	153,773.62
	LANDFILL/GARBAGE TOTAL	72,079.00	49.77	35,838.08	49.72	36,240.92
	STORM WATER TOTAL	50,000.00	74.24	6,040.82	12.08	43,959.18
	ENTERPRISE FUNDS TOTAL	5,057,829.00	149,217.39	573,298.53	11.33	4,484,530.47
	TRANSFERS IN/OUT TOTAL	3,661,075.00	1,937,575.00	1,937,575.00	52.92	1,723,500.00
	TRANSFER OUT TOTAL	3,661,075.00	1,937,575.00	1,937,575.00	52.92	1,723,500.00
	TOTAL EXPENSES	23,924,497.00	2,524,753.71	4,813,882.69	20.12	19,110,614.31

CITY OF NEVADA  
REVENUE REPORT  
CALENDAR 9/2019, FISCAL  
BUDGET  
ESTIMATE3/2020  
MTD  
BALANCEPCT OF FISCAL YTD  
YTD PERCENT  
BALANCE RECVD25.0%  
Page 1  
OPER: KW  
UNCOLLECTED

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 9/2019, FISCAL BUDGET ESTIMATE	3/2020 MTD BALANCE	PCT OF FISCAL YTD YTD PERCENT BALANCE RECVD	25.0% UNCOLLECTED	
	GENERAL TOTAL	4,186,511.00	417,013.14	644,932.11	15.41	3,541,578.89
	HOTEL MOTEL TOTAL	10,200.00	21.46	1,898.39	18.61	8,301.61
	ROAD USE TAX TOTAL	1,009,816.00	97,673.18	266,080.13	26.35	743,735.87
	EMPLOYEE BENEFITS TOTAL	760,420.00	82,404.52	86,011.76	11.31	674,408.24
	RUT CAPITAL TOTAL	226,500.00	225,383.23	225,675.55	99.64	824.45
	EMERGENCY FUND TOTAL	76,509.00	8,349.65	8,715.36	11.39	67,793.64
	LOCAL OPTION SALES TAX TOTAL	901,000.00	82,207.19	243,364.27	27.01	657,635.73
	TAX INCREMENT FINANCING TOTAL	1,047,310.00	63,409.34	77,864.63	7.43	969,445.37
	LMI-SUBFUND TOTAL	75,671.00	.00	.00	.00	75,671.00
	RESTRICTED GIFTS TOTAL	30.00	4.14	12.74	42.47	17.26
	CEMETARY CIP/LAND TOTAL	250.00	38.10	117.34	46.94	132.66
	LIBRARY TRUST TOTAL	7,600.00	556.63	889.24	11.70	6,710.76
	FIRE TRUST TOTAL	300.00	24.81	76.41	25.47	223.59
	SCORE-UNDESIGNATED TOTAL	1,100.00	8.50	26.17	2.38	1,073.83
	SCORE O&M TOTAL	5.00	.38	1.16	23.20	3.84
	NORTH STORY BASEBALL TOTAL	21,500.00	5.23	16.10	.07	21,483.90
	SENIOR CENTER TRUST TOTAL	150.00	10.43	32.13	21.42	117.87

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	PCT OF YTD BALANCE	FISCAL YTD PERCENT RECVD	25.0% UNCOLLECTED
	GATES HALL PIANO TOTAL	225.00	27.02	83.21	36.98	141.79
	ASSET FORFEITURE TOTAL	100.00	17.32	53.35	53.35	46.65
	PARK OPEN SPACE TOTAL	24,350.00	1,217.98	4,323.39	17.76	20,026.61
	COLUMBARIAN MAINTENANCE TOTAL	220.00	64.62	134.05	60.93	85.95
	TRAIL MAINTENANCE TOTAL	30,200.00	30,089.73	30,184.85	99.95	15.15
	DANIELSON TRUST TOTAL	500.00	57.16	178.08	35.62	321.92
	LIB BLDG TRUST TOTAL	200.00	.28	.85	.43	199.15
	TREES FOREVER TOTAL	50.00	6.48	19.96	39.92	30.04
	4TH OF JULY TRUST TOTAL	2,020.00	634.71	3,153.10	156.09	1,133.10-
	COMMUNITY BAND TOTAL	1,000.00	251.21	378.57	37.86	621.43
	DEBT SERVICE TOTAL	1,379,572.00	63,316.44	66,190.22	4.80	1,313,381.78
	CH CAMPUS PROJ TOTAL	100.00	1.24	3.82	3.82	96.18
	LIBRARY ADDITION TOTAL	98,999.00	18,283.62	18,979.21	19.17	80,019.79
	SC/REC CENTER TOTAL	5,000,000.00	.00	.00	.00	5,000,000.00
	SIDEWALK IMPROVEMENTS TOTAL	37,000.00	24,096.27	29,167.00	78.83	7,833.00
	2019 CIP WORK TOTAL	.00	2,959.87	9,118.04	.00	9,118.04-
	TRAIL CIP RESERVE PROJTS TOTA	69,295.00	235.89	726.44	1.05	68,568.56



CITY OF NEVADA  
REVENUE REPORT  
CALENDAR 9/2019, FISCAL  
BUDGET  
ESTIMATE

3/2020  
MTD  
BALANCE

PCT OF FISCAL YTD  
YTD PERCENT  
BALANCE RECVD

25.0%  
OPER: KW  
UNCOLLECTED

ACCOUNT NUMBER	ACCOUNT TITLE	ESTIMATE	BALANCE	BALANCE	PERCENT RECVD	UNCOLLECTED
	2017 STS/WT/SE/STRM PROJ TOTA	.00	529.52	1,631.27	.00	1,631.27-
	LINC HWY-W 18TH ST INTSCT TOTA	1,200,000.00	742,143.90	742,143.90	61.85	457,856.10
	2017 BOND, REFUND 2013B TOTAL	.00	.01	.03	.00	.03-
	PERPETUAL CARE TOTAL	3,500.00	433.75	1,373.75	39.25	2,126.25
	WATER TOTAL	2,207,727.00	190,321.25	550,626.69	24.94	1,657,100.31
	WATER DEPOSITS TOTAL	25,000.00	1,905.00	7,025.00	28.10	17,975.00
	WATER PLANT UPGRADE RSRV TOTA	251,000.00	251,265.97	253,136.41	100.85	2,136.41-
	WATER 2012C BOND TOTAL	573,575.00	573,575.00	573,575.00	100.00	.00
	WATER CAPITAL REVOLVING TOTAL	127,200.00	125,553.73	126,355.16	99.34	844.84
	SEWER TOTAL	1,274,449.00	114,702.30	357,085.03	28.02	917,363.97
	SEWER CONSTRUCTION TOTAL	311,000.00	256,739.02	269,649.46	86.70	41,350.54
	SEWER EQUIP REVOLVING TOTAL	62,000.00	60,423.40	61,120.96	98.58	879.04
	LANDFILL/GARBAGE TOTAL	68,650.00	5,612.52	16,781.82	24.45	51,868.18
	STORM WATER TOTAL	174,900.00	15,492.99	46,637.05	26.66	128,262.95
	REVOLVING FUND TOTAL	363,500.00	305,400.86	308,452.59	84.86	55,047.41
	OTHER INTERNAL SERV FUND TOTA	4,500.00	439.64	1,353.92	30.09	3,146.08
	TOTAL REVENUE BY FUND	21,615,704.00	3,762,908.63	5,035,355.67	23.29	16,580,348.33

## Kerin Wright

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**From:** Ricardo Martinez  
**Sent:** Wednesday, October 9, 2019 5:06 PM  
**To:** Kerin Wright; Jeremy Rydl; Matthew Mardesen; Michael Neal; NevadaWater; Ray Reynolds; Shanna Speer; Shawn Cole; Shawn Ludwig; Tim Hansen  
**Subject:** RE: Recodification, 7.16.19.pdf

In checking the Parking Limited ordinance I noticed the following {In Red):

### 69.09 PARKING LIMITED.

It is unlawful to park any vehicle on the following streets, parking lots, or portion thereof during the time periods indicated or for longer than the time limit indicated:

1. On the south side of F Avenue between Fifth (5th) and Sixth (6th) Streets, from the centerline of the north/south alley to a point 95 feet west, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. {There are no signs posted. I'm ok with this. If this is satisfactory, then this section of the ordinance need to be removed. If not, then signs need to be posted}

3. In the City parking lots on Seventh (7th) Street between K Avenue and Lincoln Highway and Fifth (5th) Street between J Avenue and K Avenue, between the hours of 6:00 a.m. and 9:00 a.m. every Friday. {There are no city parking lots on 7<sup>th</sup> St between K Avenue and Lincoln Highway. This portion can be removed. The parking lot on 5<sup>th</sup> St posts signs of no parking between 6:00am and 8:00am. This ordinance has 6:00am to 9:00am. If we are to keep this ordinance the signs need to be corrected; otherwise we need to remove this ordinance as well.}

*(Ord. 934 - Jan. 09 Supp.)*

4. There are hereby designated and set aside parking spaces for the exclusive use of employees of the City of Nevada while transacting business within Gates Hall, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, the four (4) most westerly parking spaces located on the south side of the parking lot east of Gates Hall. {The four (4) parking spaces reserved for employees do not exist in the location defined by the ordinance. Additionally, the signs on the north side of Gates Hall states Gates Hall Staff Only. This is not enforceable as the ordinance is written. Nor do the signs define the restricted hours 8:00am to 5:00pm Monday through Friday. These signs need to be corrected and the ordinance modified for enforcement purposes. I suggest changing this to "City Employee Parking Only" and include the working hours.} *(Ord. 905 - June 07 Supp.)*

6. On the north side of G Avenue 105 feet east of the Fifth (5th) Street right-of-way line to a point 145 feet east of the Fifth (5th) Street right-of-way line, between the hours of 6:00 a.m. and 4:00 p.m., Monday through Friday. {Is this ordinance still necessary since the hospital is no longer at this location?}

7. On the south side of J Avenue from Tenth (10th) Street to Ninth (9th) Street, between the hours of 7:30 a.m. to 8:30 a.m. and 2:30 p.m. to 4:00 p.m., Monday through Friday when school is in session (bus loading zone). {There are no signs indicating this as a bus loading zone or the hours of the restriction}

Ricardo Martinez II  
Nevada Public Safety Director

Applicant License Application ( LE0002458 )

Item # 5D  
Date: 10/14/19

Name of Applicant: Casey's Marketing Company  
Name of Business (DBA): Casey's General Store #3319  
Address of Premises: 1800 South B Ave  
City Nevada County: Story Zip: 50201  
Business (515) 382-1273  
Mailing PO Box 3001  
City Ankeny State IA Zip: 500218045

**Contact Person**

Name JESSICA FISHER, Store Operations  
Phone: (515) 446-6404 Email JESSICA.FISHER@caseys.com

Classification Class E Liquor License (LE)

Term: 12 months

Effective Date: 04/30/2019

Expiration Date: 04/29/2020

**Privileges:**

Class B Wine Permit

Class E Liquor License (LE)

**Status of Business**

BusinessType: Publicly Traded Corporation  
Corporate ID Number: XXXXXXXXXX Federal Employer ID XXXXXXXXXX

**Ownership**

42-0935283 Casey's General  
Stores, Inc.

First Name: 42-0935283 Last Name: Casey's General Stores, Inc.  
City: Ankeny State: Iowa Zip: 50021-804  
Position: Owner  
% of Ownership: 100.00% U.S. Citizen: Yes

Michael Richardson

First Name: Michael Last Name: Richardson  
City: Pleasant Hill State: Iowa Zip: 50327  
Position: President  
% of Ownership: 0.00% U.S. Citizen: Yes

Julia L. Jackowski

First Name: Julia L. Last Name: Jackowski  
City: Urbandale State: Iowa Zip: 50322  
Position: Secretary

*Retired &  
Next pages  
show current  
ownership*



% of Ownership: 0.00%

U.S. Citizen: Yes

James Pistillo

First Name: James

Last Name: Pistillo

City: Urbandale

State: Iowa

Zip: 50323

Position: Treasurer

% of Ownership: 0.00%

U.S. Citizen: Yes

JOHN SOUPENE

First Name: JOHN

Last Name: SOUPENE

City: ANKENY

State: Iowa

Zip: 50023

Position: VICE-PRESIDENT

% of Ownership: 0.00%

U.S. Citizen: Yes

#### Insurance Company Information

Insurance Company: Merchants Bonding Company

Policy Effective Date: 04/30/2019

Policy Expiration 01/01/1900

Bond Effective 2

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

**Applicant License Application ( LE0002458 )**

<b>Name of Applicant:</b> <u>Casey's Marketing Company</u>		
<b>Name of Business (DBA):</b> <u>Casey's General Store #3319</u>		
<b>Address of Premises:</b> <u>1800 South B Ave</u>		
<b>City</b> <u>Nevada</u>	<b>County:</b> <u>Story</u>	<b>Zip:</b> <u>50201</u>
<b>Business</b>	<u>(515) 382-1273</u>	
<b>Mailing</b>	<u>PO Box 3001</u>	
<b>City</b> <u>Ankeny</u>	<b>State</b> <u>IA</u>	<b>Zip:</b> <u>500218045</u>

**Contact Person**

<b>Name</b> <u>JESSICA FISHER, Store Operations</u>	
<b>Phone:</b> <u>(515) 446-6404</u>	<b>Email</b> <u>JESSICA.FISHER@caseys.com</u>

**Classification** Class E Liquor License (LE)

**Term:** 12 months

**Effective Date:** 04/30/2020

**Expiration Date:**

**Privileges:**

Class E Liquor License (LE)

**Status of Business**

<b>BusinessType:</b> <u>Publicly Traded Corporation</u>	
<b>Corporate ID Number:</b> <u>XXXXXXXXXX</u>	<b>Federal Employer ID</b> <u>XXXXXXXXXX</u>

**Ownership**

**42-0935283 Casey's General Stores, Inc.**  
**First Name:** 42-0935283

**City:** Ankeny **Last Name:** Casey's General Stores, Inc.  
**State:** Iowa **Zip:** 50021-804

**Position:** Owner

**% of Ownership:** 100.00% **U.S. Citizen:** Yes

**Julia Jackowski**

**First Name:** Julia **Last Name:** Jackowski  
**City:** Urbandale **State:** Iowa **Zip:** 50322

**Position:** Secretary

**% of Ownership:** 0.00% **U.S. Citizen:** Yes

**James Pistillo**

**First Name:** James **Last Name:** Pistillo  
**City:** Urbandale **State:** Iowa **Zip:** 50323

**Position:** Treasurer

**% of Ownership:** 0.00% **U.S. Citizen:** Yes

**JOHN SOUPENE**

First Name: JOHN Last Name: SOUPENE  
City: ANKENY State: Iowa Zip: 50023  
Position: VICE-PRESIDENT  
% of Ownership: 0.00% U.S. Citizen: Yes

**MEGAN ELFERS**

First Name: MEGAN Last Name: ELFERS  
City: CLIVE State: Iowa Zip: 50325  
Position: PRESIDENT  
% of Ownership: 0.00% U.S. Citizen: Yes

**Insurance Company Information**

Insurance Company: <u>Merchants Bonding Company</u>	
Policy Effective Date: <u>04/30/2019</u>	Policy Expiration <u>01/01/1900</u>
Bond Effective <u>2</u>	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:



Caseys

1800 South B Ave

adding Carry out Wine

Changing ownership

POLICE CHECK FOR CITY OF NEVADA BEER/LIQUOR LICENSE APPLICATIONS

This application will be on the Oct 14, 2019 Council Agenda

A Police Department check has been run on Caseys  
d/b/a Casey's General Store (business) at 1800 S B Ave. (street address)  
Nevada, Iowa. #3719

The Police Department recommends X approval \_\_\_\_\_ denial of a beer or liquor license to this business.

If denied, reason: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (write on back or other sheet if needed)

Date: 9-25-19 Police Signature [Signature] 85-608

**Applicant License Application ( LE0002458 )**

**Name of Applicant:** Casey's Marketing Company

**Name of Business (DBA):** Casey's General Store #3319

**Address of Premises:** 1800 South B Ave

**City** Nevada

**County:** Story

**Zip:** 50201

**Business** (515) 382-1273

**Mailing** PO Box 3001

**City** Ankeny

**State** IA

**Zip:** 500218045

**Contact Person**

**Name** JESSICA FISHER, Store Operations

**Phone:** (515) 446-6404

**Email**

JESSICA.FISHER@caseys.com

**Classification** Class E Liquor License (LE)

**Term:** 12 months

**Effective Date:** 04/30/2019

**Expiration Date:** 04/29/2020

**Privileges:**

Class B Wine Permit

Class E Liquor License (LE)

**Status of Business**

**BusinessType:** Publicly Traded Corporation

**Corporate ID Number:** XXXXXXXXXX

**Federal Employer ID** XXXXXXXXXX

**Ownership**

**42-0935283 Casey's General  
Stores, Inc.**

**First Name:** 42-0935283

**Last Name:** Casey's General Stores, Inc.

**City:** Ankeny

**State:** Iowa

**Zip:** 50021-804

**Position:** Owner

**% of Ownership:** 100.00%

**U.S. Citizen:** Yes

**Michael Richardson**

**First Name:** Michael

**Last Name:** Richardson

**City:** Pleasant Hill

**State:** Iowa

**Zip:** 50327

**Position:** President

**% of Ownership:** 0.00%

**U.S. Citizen:** Yes

**Julia L. Jackowski**

**First Name:** Julia L.

**Last Name:** Jackowski

**City:** Urbandale

**State:** Iowa

**Zip:** 50322

**Position:** Secretary

% of Ownership: 0.00%

U.S. Citizen: Yes

**James Pistillo**

First Name: James

Last Name: Pistillo

City: Urbandale

State: Iowa

Zip: 50323

Position: Treasurer

% of Ownership: 0.00%

U.S. Citizen: Yes

**JOHN SOUPENE**

First Name: JOHN

Last Name: SOUPENE

City: ANKENY

State: Iowa

Zip: 50023

Position: VICE-PRESIDENT

% of Ownership: 0.00%

U.S. Citizen: Yes

#### Insurance Company Information

Insurance Company: Merchants Bonding Company

Policy Effective Date: 04/30/2019

Policy Expiration 01/01/1900

Bond Effective 2

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:



*Adding Carry Out Wine*

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the Oct 14, 2019 Council Agenda

Business Name Caseys # 3319 Phone Number \_\_\_\_\_

Address 1800 South B Ave

Manager's Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_

Owners Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_

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

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

9-20-19

Date

*R. R.*  
FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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

No Orders

Applicant License Application ( LE0003316 )

Item # 5E  
Date: 10/14/19

Name of Applicant: CASEY'S MARKETING  
Name of Business (DBA): CASEY'S GENERAL STORE #2306  
Address of Premises: 1136 LINCOLN HWY  
City Nevada County: Story Zip: 50201  
Business (515) 382-5834  
Mailing PO BOX 3001  
City ANKENY State IA Zip: 50021

**Contact Person**

Name JESSICA FISHER, STORE OPERATIONS  
Phone: (515) 446-6404 Email JESSICA.FISHER@CASEYS.COM

Classification Class E Liquor License (LE)

Term: 12 months

Effective Date: 07/01/2020

Expiration Date:

Privileges:

Class E Liquor License (LE)

**Status of Business**

BusinessType: Publicly Traded Corporation  
Corporate ID Number: XXXXXXXXXX Federal Employer ID XXXXXXXXXX

**Ownership**

42-0935283 CASEY'S GENERAL  
STORE INC.

First Name: 42-0935283 Last Name: CASEY'S GENERAL STORE, INC.  
City: ANKENY State: Iowa Zip: 50021  
Position: OWNER  
% of Ownership: 100.00% U.S. Citizen: Yes

JOHN SOUPENE

First Name: JOHN Last Name: SOUPENE  
City: ANKENY State: Iowa Zip: 50023  
Position: VICE PRESIDENT  
% of Ownership: 0.00% U.S. Citizen: Yes

JULIA JACKOWSKI

First Name: JULIA Last Name: JACKOWSKI  
City: URBANDALE State: Iowa Zip: 50322  
Position: SECRETARY  
% of Ownership: 0.00% U.S. Citizen: Yes

**JAMES PISTILLO**

First Name: JAMES Last Name: PISTILLO  
City: URBANDALE State: Iowa Zip: 50323  
Position: TREASURER  
% of Ownership: 0.00% U.S. Citizen: Yes

**MEGAN ELFERS**

First Name: MEGAN Last Name: ELFERS  
City: CLIVE State: Iowa Zip: 50325  
Position: PRESIDENT  
% of Ownership: 0.00% U.S. Citizen: Yes

**Insurance Company Information**

Insurance Company:	<u>Merchants Bonding Company</u>		
Policy Effective Date:	<u>07/01/2019</u>	Policy Expiration	<u>01/01/1900</u>
Bond Effective	<u>2</u>	Dram Cancel Date:	
Outdoor Service Effective		Outdoor Service Expiration	
Temp Transfer Effective		Temp Transfer Expiration Date:	

Casey's 2306  
~~1136 Lincoln Hwy~~  
1136 Lincoln Hwy  
Change of ownership

POLICE CHECK FOR CITY OF NEVADA BEER/LIQUOR LICENSE APPLICATIONS

This application will be on the July 14, 2019 Council Agenda

A Police Department check has been run on Casey's  
d/b/a Casey's General Store 2306 (business) at 1136 Lincoln Hwy (street address)  
Nevada, Iowa.

The Police Department recommends X approval \_\_\_\_\_ denial of a beer or liquor license to this business.

If denied, reason: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (write on back or other sheet if needed)

Date: 9-25-17 Police Signature [Signature] 85-608



***Nevada Public Safety Department – Fire & EMS***

Item # 5F  
Date: 10/14/19

TO: Nevada City Council

FROM: Ricardo Martinez II  
Nevada Public Safety Director

DATE: October 8, 2019

RE: Recommendation for Probationary Firefighter-EMT status – Bryce Rasmusson  
Heather Rasmusson  
Recommendation for Rehab Technician status- Edgar Beltran

An application has been received from Bryce and Heather Rasmusson and Edgar Beltran for membership with the Nevada Fire and EMS. A background has been completed. Per department Standard Operating Guideline 13-2, *Volunteer Members*, it is the recommendation of the Director of Fire and EMS Ray Reynolds, and myself, Bryce Rasmusson, Heather Rasmusson, and Edgar Beltran be approved as a probationary members of Nevada Fire and EMS.

All three plan to be at the Monday, October 14, 2019, City Council meeting. Please contact me should you have questions regarding this memorandum.

Respectfully,

Ricardo Martinez II  
Public Safety Director



SEP 26 2019

Nevada Bicentennial Chapter P O Box 572, Nevada, IA 50201

September 23, 2019

Matt Mardesen, City Administrator  
1209 6<sup>th</sup> St  
Nevada, IA 50201

Dear Matt Mardesen :

The Nevada Bicentennial Chapter of the American Business Women's Association hosts an annual Craft Fair in our community and proceeds from it go towards scholarships for local residents. This year the craft fair will be November 9 and 10th in the High School.

To advertise this craft fair, we asked the City of Nevada to include information in the water bill and post on the electronic sign out front of City Hall. We thank you for that.

An additional request we have of the City of Nevada is to have permission to hang a banner on the fencing to the west of City Hall. We would like to have it out for 2 weeks prior to the event and will take it down Sunday evening as we wrap up the Fair.

Please let me know at your earliest convenience if we will be allowed to display our Craft Fair banner like we did last year. I may be reached at [jkgammon1@hotmail.com](mailto:jkgammon1@hotmail.com) or texted/called on my cell phone at 515-290-4722.

Thank you,

Janice K. Gammon

Publicity Committee, ABWA Craft Fair

**RESOLUTION NO. 016 (2019/2020)**

**A RESOLUTION AUTHORIZING THE TITLE VI NON-DISCRIMINATION  
AGREEMENT AND STANDARD TITLE VI/NON-DISCRIMINATION ASSURANCES  
AND DESIGNATING A TITLE VI AND ADA COORDINATOR FOR THE CITY OF  
NEVADA, IOWA**

**WHEREAS**, the Iowa Department of Transportation (Iowa DOT) is a recipient of Federal financial assistance. Cities are thus sub recipients of Federal financial assistance through the Iowa DOT's State Transportation Program (STP) funding and are required to comply with various non-discrimination laws and regulations.

**WHEREAS**, Title VI of the Civil Rights Act of 1964 is a federal law that protects individuals, groups and organizations from discrimination on the basis of race, color, or national origin in federally assisted programs and activities. The Civil Rights Restoration Act of 1987 clarified that discrimination is prohibited throughout an entire agency if any part of the agency receives federal financial assistance; and

**WHEREAS**, the Federal-Aid Highway Act of 1973, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973 prohibits discrimination based on gender, age or handicap/disability.

**WHEREAS**, The Environmental Justice (EJ) and the Limited-English proficiency (LEP) addresses minority and low-income populations and those whose primary language is not English.

**WHEREAS**, The Uniform Relocation Act of 1970 prohibits unfair and inequitable treatment of persons displaced or whose property will be acquired as a result of federal financially assisted programs or activities;

**WHEREAS**, the City of Nevada has received funding through the Iowa DOT's State Transportation Program (STP) and are required to comply with the various nondiscrimination laws and regulations;

**WHEREAS**, the City Council of the City of Nevada desires to comply with the Iowa DOT requirements and execute the attached Title VI Non-Discrimination Agreement and Standard Title VI/Non-Discrimination Assurances and designate the City Clerk as the Title VI coordinator;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Nevada, Story, County, Iowa, does hereby approve the Execution of the Title VI Non-Discrimination Agreement with the Iowa Department of Transportation including the Standard DOT Title VI Assurances and Title VI Non-Discrimination Policy Statement in compliance with Title VI of the Civil Rights Act of 1964 and will designate the City Clerk of Nevada as the Title VI Coordinator. The Mayor and City Clerk are hereby authorized to execute the agreement and assurances on behalf of the City.

**PASSED AND APPROVED** this 14<sup>th</sup> day of October, 2019.

\_\_\_\_\_  
Brett Barker, Mayor

ATTEST:

\_\_\_\_\_  
Kerin Wright, City Clerk

Moved by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. 016 (2019/2020) be adopted.

AYES:           —  
NAYS:           —  
ABSENT:       —

The Mayor declared Resolution No. 016 (2019/2020) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 016 (2019/2020) at the regular Council Meeting of the City of Nevada, Iowa, held on the 14<sup>th</sup> day of October, 2019.

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Kerin Wright  
City Clerk

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**Title VI Non-Discrimination Agreement**  
**Iowa Department of Transportation**  
**and**  
**City of Nevada**

**Agency Information**

Name and title of administrative head:

Name: Brett Barker Title: Mayor

Address: 1209 6th Street

City: Nevada State: IA ZIP Code: 50201 County: Story

Phone/FAX: 515-382-5466 Email: mayor@cityofnevadaiaowa.org

Name and title of designated Title VI coordinator:

Name: Kerin Wright Title: City Clerk

Address: 1209 6th Street

City: Nevada State: IA ZIP Code: 50201 County: Story

Phone/FAX: 515-382-5466 Email: kwright@cityofnevadaiaowa.org

\*If the Title VI coordinator changes, please contact the Iowa DOT Title VI specialist.

**Title VI Program**

**I. Organization and staffing**

Pursuant to 23 C.F.R. § 200, (City of Nevada)  
has appointed a Title VI coordinator identified above, who is responsible for implementing and monitoring the local public agency's (LPA's) Title VI program per this agreement, and is the representative for issues and actions pertaining to this agreement. The LPA will provide the Iowa Department of Transportation with a copy of the LPA's organizational chart that illustrates the level and placement of the Title VI coordinator.

The LPA will notify the Iowa DOT in writing of any changes to the LPA's organization chart, Title VI coordinator or Title VI coordinator contact information.

**II. Assurances required**

Pursuant to 49 C.F.R. § 21.7, every application for federal financial assistance or continuing federal financial assistance must provide a statement of assurance and give reasonable guarantee that the program is (or, in the case of a new program, will be) conducted in compliance with all requirements imposed by or pursuant to 49 C.F.R. § 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964). Fully executed standard DOT Assurances (including Appendices A, B and C) are attached to this agreement.

### III. Implementation procedures

This agreement shall serve as the LPA's Title VI plan pursuant to 23 C.F.R. § 200 and 49 C.F.R. § 21. For the purpose of this agreement, "federal assistance" shall include all of the following.

- Grants and loans of federal funds.
- The grant or donation of federal property and/or interest in property.
- The detail of federal personnel.
- The sale and lease of, and permission to use (on other than a casual or transient basis), federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the LPA, or in recognition of the public interest to be served by such sale or lease to the LPA.
- Any federal agreement, arrangement or other contract that has as one of its purposes the provision of assistance.

The LPA shall:

1. Issue a policy statement, signed by the head of the LPA, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the LPA's organization and to the public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by the Iowa DOT, Federal Highway Administration or U.S. Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, to implement Title VI compliance in accordance with this agreement. The head of the LPA shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI coordinator who has a responsible position in the organization and easy access to the head of the LPA. The coordinator shall be responsible for implementing and monitoring Title VI activities and preparing required reports.
4. Develop and implement a public involvement plan that includes low-income and minority community outreach and ensures those persons who are limited-English proficient (LEP) can access services.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigations. Identify each complainant by race, color, national origin or gender, the nature of the complaint, date the complaint was filed, date the investigation was completed, disposition, date of disposition, and other pertinent information. A copy of the complaint, together with a copy of the LPA's report of investigation, shall be forwarded to the Iowa DOT's civil rights coordinator within 60 days of the date the complaint was received by the LPA.
6. Collect statistical data (race, color, national origin, age, gender, disability, LEP and income of populations in service area) of participants in, and beneficiaries of, the programs and activities conducted by the LPA.
7. Conduct Title VI self-assessment of the LPA's program areas and activities, and of second-tier sub-recipients, contractor/consultant program areas and activities. Where applicable, revise policies, procedures and directives to include Title VI requirements. Ensure that programs, policies, and other activities do not have disproportionate adverse effects on minority and low-income populations.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments and changes to the program covering the prior year, and identify goals and objectives for the coming year.
  - o **Annual work plan:** Outline Title VI monitoring and review activities planned for the coming year; and indicate a target date for completion.
  - o **Accomplishment report:** List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI coordinator and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special internal and external reviews conducted by the Title VI coordinator. List any major problem(s) identified and corrective action(s) taken. Include a summary and status report on any Title VI complaints filed with the LPA. Include a listing of complaints received against second-tier sub-recipients, if any, as well as a summary of complaints and actions taken.
10. Include Title VI compliant language in all contracts to second-tier sub-recipients.

**IV. Discrimination complaint procedures – allegations of discrimination in federally assisted programs or activities**

The LPA adopts the following discrimination complaint procedures for complaints relating to federally assisted transportation-related programs or activities.

1. **Filing a discrimination complaint:** Any person who believes that he or she, or any class of individuals, or in connection with any disadvantaged business enterprise, has been or is being subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 et seq.; and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, has the right to file a complaint.

Any individual wishing to file a discrimination complaint must be given the option to file the complaint with the LPA, or directly with the Iowa DOT, FHWA, USDOT and U.S. Department of Justice. Complaints may be filed with all agencies simultaneously.

No individual or agency shall refuse service, discharge or retaliate in any manner against any persons because that individual has filed a discrimination complaint, instituted any proceeding related to a discrimination complaint, testified, or is about to testify, in any proceeding or investigation related to a discrimination complaint, or has provided information or assisted in an investigation.

2. **Complaint filing time-frame:** A discrimination complaint must be filed within 180 calendar days of one of the following.
  - (a) The alleged act of discrimination.
  - (b) Date when the person(s) became aware of the alleged discrimination
  - (c) Date on which the conduct was discontinued, if there has been a continuing course of conduct.

The LPA or their designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. **Contents of a complaint:** A discrimination complaint must be written. The document must contain the following information.
  - a) The complainant's name and address, or other means by which the complainant may be contacted.
  - b) Identification of individual(s) or organization(s) responsible for the alleged discrimination.
  - c) A description of the complainant's allegations, which must include enough detail to determine if the LPA has jurisdiction over the complaint and if the complaint was filed timely.
  - d) Specific prohibited bases of alleged discrimination (i.e., race, color, gender, etc.)
  - e) Apparent merit of the complaint.
  - f) The complainant's signature or signature of his/her authorized representative.

In the event that a person makes a verbal complaint of discrimination to an officer or employee of the LPA, the complainant shall be interviewed by the LPA's Title VI coordinator. If necessary, the Title VI coordinator will assist the complainant in reducing the complaint to writing and then submit the written version of the complaint to the person for signature.

4. **Complaints against the LPA:** Any complaints received against the LPA should immediately be forwarded to the Iowa DOT for investigation. The LPA shall not investigate any complaint in which it has been named in the complaint. The contact information for the Iowa DOT's Title VI program is:

Iowa Department of Transportation  
Office of Employee Services – Civil Rights  
800 Lincoln Way  
Ames, Iowa 50010  
515-239-1422  
515-817-6502 (fax)  
dot.civilrights@dot.iowa.gov



5. **Notice of Receipt:** All complaints shall be referred to the LPA's Title VI coordinator for review and action. Within 10 days of receipt of the discrimination complaint, the coordinator shall issue an initial written Notice of Receipt that:
- a) Acknowledges receipt of the discrimination complaint.
  - b) Advises the complainant of his/her right to seek representation by an attorney or other individual of his or her choice in the discrimination complaint process.
  - c) Contains a list of each issue raised in the discrimination complaint.
  - d) Advises the complainant of the timeframes for processing the discrimination complaint and providing a determination.
  - e) Advises the complainant of other avenues of redress of their complaint, including the Iowa DOT, FHWA, USDOT and USDOJ.
6. **Notification of the Iowa DOT of a complaint:** The LPA shall advise the Iowa DOT within 10 business days of receipt of the complaint. Generally, the following information will be included in every notification to the Iowa DOT.
- a) Name, address and phone number of the complainant.
  - b) Name(s) and address(es) of alleged discriminating official(s).
  - c) Basis of complaint (i.e., race, color, national origin, gender).
  - d) Date of alleged discriminatory act(s).
  - e) Date of complaint received by the LPA.
  - f) A statement of the complaint.
  - g) Other agencies (state, local or federal) where the complaint has been filed.
  - h) An explanation of the actions the LPA has taken or proposed to resolve the issue identified in the complaint.
7. **Processing a complaint and time-frame:** The total time allowed for processing the discrimination complaint is 90 calendar days from the date the complaint was filed. There is no extension available at this level. This time-frame includes 60 calendar days at the LPA level and 30 days for review at the state level, if needed.

If the complainant elects to file a complaint with both the LPA and Iowa DOT, the complainant shall be informed that the LPA has 90 calendar days to process the discrimination complaint and the Iowa DOT shall not investigate the complaint until the 90 calendar-day period has expired.

Immediately after issuance of the Notice of Receipt to the complainant (step four), the LPA's Title VI coordinator shall either begin the fact-finding or investigation of the discrimination complaint, or arrange to have an investigation conducted.

Based on the information obtained during that investigation, the coordinator shall render a recommendation for action in a Report of Findings to the head of the LPA.

8. **Alternative dispute resolution/mediation process:** The complainant must be given an invitation to participate in mediation to resolve the complaint by informal means. The LPA's Title VI coordinator shall include an invitation to mediation with the Notice of Receipt, offering the opportunity to use the alternative dispute resolution/mediation process.

If the complaint selects mediation, it allows disputes to be resolved in a less adversarial manner. With mediation, a neutral party assists two opposing parties in a dispute come to an agreement to resolve their issue. The mediator does not function as a judge or arbiter, but simply helps the parties resolve the dispute themselves.

Upon receiving a request to mediate, the LPA's Title VI coordinator shall identify or designate a mediator who must be a neutral and impartial third party. The mediator must be a person acceptable to all parties and who will assist the parties in resolving their disputes.

If the complainant chooses to participate in mediation, she or he or the designee must respond in writing within 10 calendar days of the date of the invitation. This written acceptance must be dated and signed by the complainant and must also include the relief sought.



After mediation is arranged, a written confirmation identifying the date, time and location of the mediation conference shall be sent to both parties. If possible, the mediation process should be completed within 30 calendar days of receipt of the discrimination complaint. This will assist in keeping within the 90 calendar-day time-frame of the written Notice of Final Action if the mediation is not successful.

If resolution is reached under mediation, the agreement shall be in writing. A copy of the signed agreement shall be sent to the Iowa DOT's Title VI program coordinator. If an agreement is reached, but a party to it believes his/her agreement has been breached, the non-breaching party may file another complaint. If the parties do not reach resolution under mediation, the LPA's Title VI coordinator shall continue with the investigation.

9. **Notice of Final Action:** A written Notice of Final Action shall be provided to the complainant within 60 days of the date the discrimination complaint was filed. It shall contain:
- a) A statement regarding the disposition of each issue identified in the discrimination complaint and reason for the determination.
  - b) A copy of the mediation agreement, if the discrimination complaint was resolved by mediation.
  - c) A notice that the complainant has the right to file a complaint with the Iowa DOT, FHWA, USDOT or USDOJ within 30 calendar days after the Notice of Final Action, if she or he is dissatisfied with the final action on the discrimination complaint.

The LPA's Title VI coordinator shall provide the Iowa DOT's Title VI program coordinator with a copy of this decision, as well as a summary of findings upon completion of the investigation. Should deficiencies be noted in the implementation of these discrimination complaint procedures by the LPA, the Iowa DOT's Title VI program coordinator will work in conjunction with the LPA's Title VI coordinator to review the information and/or provide technical assistance in the discrimination complaint process, mediation process, and/or investigation.

10. **Corrective action:** If discrimination is found through the process of a complaint investigation, the respondent shall be requested to voluntarily comply with corrective action(s) or a conciliation agreement to correct the discrimination.
11. **Confidentiality:** LPA and Iowa DOT Title VI program coordinators are required to keep the following information confidential to the maximum extent possible, consistent with applicable law and fair determination of the discrimination complaint.
- a) The fact that the discrimination complaint has been filed.
  - b) The identity of the complainant(s).
  - c) The identity of individual respondents to the allegations.
  - d) The identity of any person(s) who furnished information relative to, or assisting in, a complaint investigation.
12. **Record keeping:** The LPA's Title VI coordinator shall maintain a log of complaints filed that alleged discrimination. The log must include:
- a) The name and address of the complainant.
  - b) Basis of discrimination complaint.
  - c) Description of complaint.
  - d) Date filed.
  - e) Disposition and date.
  - f) Any other pertinent information.

All records regarding discrimination complaints and actions taken on discrimination complaints must be maintained for a period of not less than three years from the final date of resolution of the complaint.

**V. Sanctions**

In the event the LPA fails or refuses to comply with the terms of this agreement, the Iowa DOT may take any or all of the following actions.

- a) Cancel, terminate or suspend this agreement in whole or in part.
- b) Refrain from extending any further assistance to the LPA under the program from which the failure or refusal occurred, until satisfactory assurance of future compliance has been received from the LPA.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the LPA.
- d) Refer the case to the USDOJ for appropriate legal proceedings.

**IOWA DEPARTMENT OF TRANSPORTATION**

**(City of Nevada)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Brett Barker, Mayor

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

## Title VI Non-discrimination Policy Statement

The \_\_\_\_\_ (City of Nevada) \_\_\_\_\_, hereinafter referred to as the LPA, hereby assures that no person shall on the grounds of race, color, national origin, gender, age or disability, as provided by Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d, and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance. The LPA further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, regardless of whether those programs and activities are federally funded.

It is the policy of the LPA to comply with Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e; Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655; 1973 Federal Aid Highway Act, 23 U.S.C. § 324; Title IX of the Education Amendments of 1972, Pub. L. No. 92-318, 86 Stat. 235; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 *et seq*; Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28; Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq*; Title VIII of the Civil Rights Act 1968, 42 U.S.C. §§ 3601-3631; Exec. Order No. 12898, 59 Fed. Reg. 7629 (1994) (Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations); and Exec. Order No. 13166, 65 Fed. Reg. 50121 (2000) (Improving Access to Services for Persons with Limited English Proficiency).

The Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of federal-aid recipients, subrecipients and contractors/consultants, regardless of whether such programs and activities are federally assisted.

Pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112, 87 Stat. 355, the LPA hereby gives assurance that no qualified disabled person shall, solely by reason of disability, be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination, including discrimination in employment, under any program or activity that receives or benefits from this federal financial assistance.

The LPA also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies and activities on minority and low-income populations. In addition, the LPA will take reasonable steps to provide meaningful access to services for persons with LEP. The LPA will, where necessary and appropriate, revise, update and incorporate nondiscrimination requirements into appropriate manuals, directives and regulations.

In the event the LPA distributes federal-aid funds to a second-tier subrecipient, the LPA will include Title VI language in all written agreements.

The LPA's \_\_\_\_\_ Kerin Wright/Administration \_\_\_\_\_, is responsible for initiating and monitoring Title VI activities, preparing reports and performing other responsibilities, as required by 23 C.F.R. § 200 and 49 C.F.R. § 21.

\_\_\_\_\_  
Signature

Kerin Wright/City Clerk

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

**The United States Department of Transportation (USDOT)**

**Standard Title VI/Non-Discrimination Assurances**

**DOT Order No. 1050.2A**

The City of Nevada (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (DOT), through the **Federal Highway Administration (FHWA)**, is subject to and will comply with the following:

**Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

**General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the FHWA.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

**Specific Assurances**

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted **Federal Highway Program**:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.



2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all **Federal Highway Programs** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*"The City of Nevada, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal

financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, City of Nevada also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the **FHWA** access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the **FHWA**. You must keep records, reports, and submit the material for review upon request to **FHWA**, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

City of Nevada gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the **Federal Highway Program**. This ASSURANCE is binding on **Iowa**, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the **Federal Highway Program**. The person (s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

City of Nevada

*(Name of Recipient)*

by

(Signature of Authorized Official)

DATED

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.



## APPENDIX B

### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

**NOW, THEREFORE**, the Department of Transportation as authorized by law and upon the condition that the City of Nevada will accept title to the lands and maintain the project constructed thereon in accordance with laws of the state of Iowa, the Regulations for the Administration of **Federal Highway Program**, and the policies and procedures prescribed by the **Federal Highway Administration** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the City of Nevada all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto City of Nevada and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the City of Nevada, its successors and assigns.

The City of Nevada, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the City of Nevada will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)



## APPENDIX C

### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the City of Nevada pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
  - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, City of Nevada will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the City of Nevada will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the City of Nevada and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX D

### CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/ agreements entered into by City of Nevada pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, City of Nevada will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, City of Nevada will there upon revert to and vest in and become the absolute property of City of Nevada and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

**ORDINANCE NO. 1005 (2019/2020)**

**AN ORDINANCE AMENDING CHAPTER 65 (STOP OR YIELD REQUIRED)  
AND CHAPTER 69 (PARKING REGULATIONS) OF THE CITY CODE  
TO MAKE NECESSARY ADDITIONS FOR W AVENUE**

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

**SECTION 1. SECTION MODIFIED.** Chapter 65 (Stop Regulations), Section 65.01 (Stop Required), Sub-section 71 & 72 (Stop Required), paragraph A (71.A) and (72.A) are amended by inserting the following new language:

65.01 STOPS REQUIRED BY VEHICLES ENTERING STOP INTERSECTION.

**65.01.71 On W Avenue**

**A. Eastbound at intersection with 11<sup>th</sup> Street**

**SECTION 2. SECTION MODIFIED.** Chapter 69 (Parking Regulations), Section 69.08 (No Parking Zones) of the Code of Nevada, Iowa, is hereby amended by adding under Sub-section 84, (On W Avenue), and adopting the following in lieu thereof:

69.08 NO PARKING ZONES

**84. All of W Avenue**

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

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

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

Passed and approved 1<sup>st</sup> Reading on this 9<sup>th</sup> day of September, 2019.

Passed and approved 2<sup>nd</sup> Reading on this 23<sup>rd</sup> day of September, 2019.

Passed and approved 3<sup>rd</sup> and final Reading on this 14<sup>th</sup> day of October, 2019.

\_\_\_\_\_  
Brett Barker, Mayor

ATTEST:

\_\_\_\_\_  
Kerin Wright, City Clerk



First Reading: September 9, 2019

Motion by Council Member Jason Sampson, seconded by Council Member Luke Spence, to approve the first reading of Ordinance No. 1005.

AYES: Sampson, Spence, Ehrig, Hanson, Mittman, Nealson

NAYS: None

ABSENT: None

Second Reading: September 23, 2019

Motion by Council Member Jason Sampson, seconded by Barb Mittman, to approve the second reading of Ordinance No. 1005.

AYES: Sampson, Mittman, Spence, Ehrig, Hanson, Nealson

NAYS: None

ABSENT: None

Third Reading: October 14, 2019

Motion by Council Member \_\_, seconded by \_\_, to approve the third reading of Ordinance No. 1005.

AYES:           

NAYS:           

ABSENT:           

The Mayor declared Ordinance No. 1005 adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Ordinance No. 1005 at the regular Council Meeting of the City of Nevada, Iowa, held on the \_\_\_\_ day of \_\_\_\_, 2019.

\_\_\_\_\_  
Kerin Wright, City Clerk

Published in the Nevada Journal on \_\_\_\_\_.

W:\Office\Council\Ordinances\2019-2020\1005-Stop and No Park - W Ave.doc

Item # 78 142  
 Date: 10/14/19

## CHANGE ORDER

Distribution:

Owner	<u>X</u>
Contractor	<u>X</u>
HRG	<u>X</u>
Field	<u>      </u>
Other	<u>      </u>

<b>PROJECT:</b> W Avenue Paving Project Nevada, Iowa	<b>Change Order No.</b>	Change Order 1
	<b>Date</b>	October 10, 2019
<b>To Contractor:</b> Absolute Concrete, Inc. 505 First Avenue N Slater, IA 50244	<b>Project No.</b>	HRG 19345
	<b>Original Contract Date</b>	June 12, 2019
<b>The contract is changed as follows:</b> Use wattles for erosion control adjacent to the ROW lines instead of the specified silt fence. Contract quantities are modified as follows: Delete 1,120 LF of Silt Fence @ \$1.50 (\$ 1,680.00) Add 1,160 LF of Wattles @ \$3.00 \$ 3,480.00		
Original Contract Sum		\$ 320,656.18
Net change by previously authorized Change Orders		\$ 0
The Contract Sum prior to this Change Order was		\$ 320,656.18
The Contract Sum will be increased by this Change Order in the amount of		\$ 1,800.00
The new Contract Sum including this Change order will be		\$ 322,456.18
The Contract Time will be increased by		0 Days
The date of Substantial Completion as of the date of this Change Order therefore is		November 30, 2019

NOT VALID UNTIL SIGNED BY CONTRACTOR AND OWNER		
	Contractor Absolute Concrete, Inc.	Owner City of Nevada, IA
	By 	By
	Date: 10/10/19	Date:

# APPLICATION AND CERTIFICATE FOR PAYMENT

## AIA DOCUMENT G702

PAGE 1 OF 2

**TO OWNER**  
City of Nevada, IA  
1209 6th Street  
Nevada, IA 50201

**PROJECT:**  
W Avenue Paving Project

**FROM CONTRACTOR:**  
Absolute Concrete, Inc.  
505 1st Avenue N.  
Slaters, IA 50244

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

**CONTRACT FOR:** Sanitary Sewer Reconstruction

### CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
CHANGE ORDERS APPROVED IN PREVIOUS MONTHS BY OWNER		ADDITIONS	DEDUCTIONS
TOTAL		\$0.00	\$0.00
APPROVED THIS MONTH		\$3,840.00	
NUMBER	DATE APPROVED		
1.	9/23/2019	\$3,840.00	
TOTALS		\$3,840.00	\$0.00
Net change by Change Orders		\$3,840.00	

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


**CONTRACTOR:** Absolute Concrete, Inc.

BY:  DATE: 10/4/19

### CERTIFICATE FOR PAYMENT

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

**AMOUNT CERTIFIED** ..... \$94,103.85  
(Attach explanation if amount certified differs from the amount applied for)

By:  Date: 10/8/19  
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under this Contract.

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

1. ORIGINAL CONTRACT SUM .....	
2. Net change by Change Orders .....	\$298,069.00
3. CONTRACT SUM TO DATE .....	\$3,840.00
4. TOTAL COMPLETED & STORED TO DATE .....	\$301,909.00
(Column G on G703)	\$99,056.68
5. RETAINAGE:	
a. 5% of completed work .....	\$4,952.83
(Column D + E on G703)	
b. 5% of stored material .....	\$0.00
(Column F on G703)	
6. TOTAL EARNED LESS RETAINAGE .....	\$94,103.85
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) .....	\$0.00
8. CURRENT PAYMENT DUE .....	\$94,103.85
9. BALANCE TO FINISH, PLUS RETAINAGE .....	\$207,805.15
(Line 3 less Line 6)	



Owner: City of Nevada, IA  
W Avenue Paving Project  
Contractor: Absolute Concrete, Inc.

Estimate No. 1	Date: 9/30/2019
----------------	-----------------

P. 68



## Kerin Wright

---

**From:** Stevens, Larry <lstevens@hrgreen.com>  
**Sent:** Tuesday, October 8, 2019 2:57 PM  
**To:** Kerin Wright; Matthew Mardesen  
**Cc:** Mickelson, Brandon; Shawn Cole; 'Logan Petersen'  
**Subject:** Pay Request #1 - Nevada W Avenue Paving  
**Attachments:** PR#1-100819-Nevada\_W\_Ave.pdf

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

Kerin,  
Attached is Pay Request #1 for the W Avenue Paving Project. Shawn and I have reviewed the request and recommend approval.  
Thanks,  
Larry

Larry J. Stevens, PE, PWLF  
Municipal Services Manager - Governmental Services HR Green® | Building Communities. Improving Lives.  
5525 Merle Hay Road | Suite 200 | Johnston, IA 50131-1448 Main 515.278.2913 | Fax 515.278.1846 | Direct 515.657.5273 | Cell 641.660.0369 HRGREEN.COM The contents of this transmission and any attachments are confidential and intended for the use of the individual or entity to which it is addressed. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is prohibited.

Harrison Concrete Const.  
1927 7th St  
Nevada, IA 50201

Item # 7C  
Date: 10/14/19

## Contractors Invoice

WORK PERFORMED AT:

TO: City of Nevada

Trail Repair

DATE

10-1-19

YOUR WORK ORDER NO.

OUR BID NO.

### DESCRIPTION OF WORK PERFORMED

8' x 217' (Billy Sunday Field)	192.88 SY
8' x 25'6" (Billy Sunday Field)	22.66 SY
8' x 77' (4-H Grounds)	68.44 SY
Bridge Approach	\$1,893.00
8' x 45'	40 SY
10' x 9'	10 SY
10' x 20'	22.22 SY
10' x 20' (DS)	22.22 SY
10' x 97' (DS)	107.77 SY
8' x 56'6"	50.22 SY
8' x 40'	35.55 SY
8' x 40'	35.55 SY
Total	607.51 SY

Total \$36,502.84

5% retainage \$1,825.14

If Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of Pay Request \$34,677.70

Dollars (\$ # 30).

This is a ☐ Partial ☐ Full invoice due and payable by:

accordance with our ☐ Agreement ☐ Proposal

No. \_\_\_\_\_ Dated \_\_\_\_\_

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**APPLICATION AND CERTIFICATE FOR PAYMENT**

P.71

# Contractor's Monthly Payment Estimate

Owner: City of Nevada  
Project: South D Avenue Paving  
Contractor: Con-Strud Inc.

Estimate No. 1 Date: 10/9/2019

CONTRACT												WORK COMPLETED			
NO.	ITEM	UNIT	QTY	UNIT PRICE	\$ AMOUNT	PREVIOUS QTY	PREVIOUS AMOUNT	THIS PERIOD QTY	\$ AMOUNT	QTY COMPLETED TO DATE	\$ AMOUNT TO DATE	RETAINAGE			
1	ON-SITE TOPSOIL STRIPPED, SALVAGED, AND SPREAD	CY	610	\$ 15.00	\$ 9,150.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -			
2	CLASS 10 EXCAVATION	CY	1700	\$ 20.00	\$ 34,000.00	0.00	\$ -	1,000.00	\$ 20,000.00	1,000.00	\$ 20,000.00	\$ 1,000.00			
3	CLASS 13 EXCAVATION	CY	870	\$ 20.00	\$ 17,400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -			
4	SUBGRADE PREPARATION	SY	4013	\$ 4.00	\$ 16,052.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -			
5	SUBBASE, MODIFIED, 6"	SY	4013	\$ 10.00	\$ 40,130.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -			
6	STORM SEWER, TRENCHED, RCP, 15"	LF	90	\$ 192.00	\$ 17,280.00	0.00	\$ -	90.00	\$ 17,280.00	90.00	\$ 17,280.00	\$ 864.00			
7	STORM SEWER, TRENCHED, RCP, 24"	LF	46	\$ 250.00	\$ 11,500.00	0.00	\$ -	46.00	\$ 11,500.00	46.00	\$ 11,500.00	\$ 575.00			
8	SUBDRAIN, TYPE 1 (LONGITUDINAL SUBDRAIN), PVC, 6"	LF	1513	\$ 16.00	\$ 24,208.00	0.00	\$ -	100.00	\$ 1,600.00	100.00	\$ 1,600.00	\$ 80.00			
9	SUBDRAIN CLEANOUT, TYPE A-1, PVC, 6"	EA	6	\$ 500.00	\$ 3,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -			
10	SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 6"	EA	10	\$ 500.00	\$ 5,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -			
11	STORM SEWER MANHOLE, SW-401, 48" DIA.	EA	1	\$ 9,000.00	\$ 9,000.00	0.00	\$ -	1.00	\$ 9,000.00	1.00	\$ 9,000.00	\$ 450.00			
12	STORM SEWER INTAKE, SW-501	EA	4	\$ 2,800.00	\$ 11,200.00	0.00	\$ -	4.00	\$ 11,200.00	4.00	\$ 11,200.00	\$ 560.00			
13	STORM SEWER INTAKE, SW-505	EA	2	\$ 3,800.00	\$ 7,600.00	0.00	\$ -	2.00	\$ 7,600.00	2.00	\$ 7,600.00	\$ 380.00			
14	MANHOLE ADJUSTMENT	EA	1	\$ 2,000.00	\$ 2,000.00	0.00	\$ -	1.00	\$ 2,000.00	1.00	\$ 2,000.00	\$ 100.00			
15	PCC PAVEMENT, 9"	SY	3581	\$ 66.00	\$ 236,346.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -			
16	REMOVAL OF SIDEWALK	SY	7	\$ 30.00	\$ 210.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -			
17	SIDEWALK, PCC, 4"	SY	26	\$ 80.00	\$ 2,080.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -			
18	SIDEWALK, PCC, 6"	SY	12	\$ 90.00	\$ 1,080.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -			
19	DETECTABLE WARNING	SF	16	\$ 50.00	\$ 800.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -			
20	DRIVEWAY, PAVED, PCC, 8"	SY	262	\$ 70.00	\$ 18,340.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -			
21	DRIVEWAY, GRANULAR	SY	146	\$ 40.00	\$ 5,840.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -			
22	PAVEMENT REMOVAL	SY	175	\$ 30.00	\$ 5,250.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -			
23	PAINTED PAVEMENT MARKINGS	STA	8	\$ 550.00	\$ 4,400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -			
24	SOLVENT/WATERBORNE	EA	3	\$ 165.00	\$ 495.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -			
25	PAINTED SYMBOLS AND LEGENDS	LS	1	\$ 4,400.00	\$ 4,400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -			
26	TEMPORARY TRAFFIC CONTROL	AC	0.5	\$ 6,600.00	\$ 3,300.00	0.00	\$ -	0.50	\$ 2,200.00	0.50	\$ 2,200.00	\$ 110.00			
27	SEEDING, FERTILIZING AND MULCHING	LS	1	\$ 1,870.00	\$ 1,870.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -			
28	SWPPP PREPARATION	LS	1	\$ 3,544.00	\$ 3,544.00	0.00	\$ -	1.00	\$ 1,870.00	1.00	\$ 1,870.00	\$ 93.50			
29	SWPPP MANAGEMENT	LS	1	\$ 3,544.00	\$ 3,544.00	0.00	\$ -	0.25	\$ 886.00	0.25	\$ 886.00	\$ 44.30			
30	SILT FENCE	LF	1700	\$ 2.00	\$ 3,400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -			
	MOBILIZATION	LS	1	\$ 36,000.00	\$ 36,000.00	0.00	\$ -	0.50	\$ 18,000.00	0.50	\$ 18,000.00	\$ 900.00			
	TOTAL				\$535,335.00		\$0.00		\$106,136.00		\$106,136.00	\$5,306.80			

Period Ending: 8/29/2019



**RESOLUTION NO. 017 (2019/2020)**

**A RESOLUTION APPROVING ENGAGEMENT SERVICES WITH  
ROSELAND, MACKEY, HARRIS ARCHITECTS, PC FOR ARCHITECT SERVICES  
FOR THE FIELDHOUSE PROJECT**

**WHEREAS**, the City Council of the City of Nevada, Iowa, desires to construct a Fieldhouse at SCORE;

**WHEREAS**, the City of Nevada desires to engage Roseland, Mackey, Harris Architects, PC to assist in providing architectural services for the Project as described in the agreement;

**WHEREAS**, Roseland, Mackey, Harris Architects, PC are willing to provide services per the terms set forth in the attached agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Nevada, Story, County, Iowa, does hereby approve the Agreement for Architectural services to assist in Design and Construction Phases for the Fieldhouse Project set forth in (Exhibit A attached) between the City of Nevada and Roseland, Mackey, Harris Architects, PC. The Mayor is hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 14<sup>th</sup> day of October, 2019.

\_\_\_\_\_  
Brett Barker, Mayor

ATTEST:

\_\_\_\_\_  
Kerin Wright, City Clerk

**Moved by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. 017 (2019/2020) be adopted.**

AYES:           —  
NAYS:           —  
ABSENT:       —

The Mayor declared Resolution No. 017 (2019/2020) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 017 (2019/2020) at the regular Council Meeting of the City of Nevada, Iowa, held on the 14<sup>th</sup> day of October, 2019.

\_\_\_\_\_  
Kerin Wright  
City Clerk

# AIA<sup>®</sup> Document B105<sup>™</sup> – 2017

## ***Standard Short Form of Agreement Between Owner and Architect***

**AGREEMENT** made as of the 10th day of October in the year 2019  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

City of Nevada  
1209 6<sup>th</sup> Street  
Nevada, IA 50201

and the Architect:  
(Name, legal status, address and other information)

Roseland, Mackey, Harris Architects, PC  
1615 Golden Aspen Drive, Suite 110  
Ames, IA 50010

for the following Project:  
(Name, location and detailed description)

Nevada, Iowa Fieldhouse  
SCORE Park  
Nevada, IA 50010

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



## ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Civil Engineering, Structural Engineering, Mechanical, Electrical, Technology Engineering, Cost Estimating

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

## ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

## ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

## ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.



## ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

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 Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

## ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Architectural & Interior Design Services	\$150,000.00
Civil Engineering Services	\$ 3,000.00
Structural Engineering Services	\$ 25,000.00
Mechanical, Electrical, Technology Services	\$ 50,600.00
Cost Estimating Services	\$ 5,000.00
<b>TOTAL DESIGN AND CONSTRUCTION</b>	
<b>ADMINISTRATION SERVICES</b>	<b>\$233,600.00</b>

The Owner shall pay the Architect an initial payment of zero (\$ 0.00 ) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus ten percent ( 10 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest from the date payment is due at the rate of one and one half percent ( 1.5 % ) per month , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond twenty-four ( 24 ) months of the date of this Agreement through no fault of the Architect.

## ARTICLE 7 OTHER PROVISIONS

*(Insert descriptions of other services and modifications to the terms of this Agreement.)*

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

Brett Barker, Mayor  
(Printed name and title)

  
\_\_\_\_\_  
ARCHITECT (Signature)

Jeffrey S. Harris, AIA Principal  
(Printed name, title, and license number, if required)

Init.



**Kerin Wright**

---

**From:** Roth, Michael <mroth@hrgreen.com>  
**Sent:** Wednesday, October 9, 2019 4:32 PM  
**To:** Kerin Wright  
**Cc:** Stevens, Larry; Matthew Mardesen; Rasmussen, Jim  
**Subject:** RE: Nevada WWTF - Professional Services Agreement for Council Packet  
**Attachments:** image003.jpg; image001.jpg; image003.jpg

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

Kerin,  
Correct, it will not be all at once.  
We will bill monthly based on percent of total effort complete.  
The total billed at the end of the project will be the lump sum amount of \$2.9 MM.

Hope that helps clarify.

Sincerely,

Michael Roth, PE

Project Manager

HR GREEN, INC.

5525 Merle Hay Road | Suite 200 |  
Johnston, IA 50131  
Main 515.278.2913 | Fax 515.278.1846 | Direct 515.657.5304 | Cell 515.249.2538

HRGREEN.COM<<http://HRGREEN.COM>>

HRG\_SM\_LinkedIn\_Icon HRG\_SM\_Facebook\_Icon HRG\_SM\_Twitter\_Icon HRG\_SM\_YouTube\_Icon The contents of this transmission and any attachments are confidential and intended for the use of the individual or entity to which it is addressed. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is prohibited.

On Oct 9, 2019 4:24 PM, Kerin Wright <KWright@cityofnevadaaiowa.org> wrote:

This email came from outside the HR Green organization. Please use caution when clicking on hyperlinks and opening attachments \_\_\_\_\_ Mike – Just to clarify on Page 16 under 7.5 Payment is says Lump Sum.

That doesn't mean all at once correct? I did see earlier where it says invoiced monthly, but I just wanted to confirm that. Thanks!

Kerin Wright  
City Clerk  
1209 6th St., PO Box 530  
City of Nevada, IA  
Pop. 6798  
KWright@cityofnevadaaiowa.org<<mailto:KWright@cityofnevadaaiowa.org>>



► 5525 Merle Hay Road | Suite 200 | Johnston, IA 50131  
Main 515.275.2913 • Fax 515.275.1648

INVEST IN US

October 9, 2019

Matt Mardesen  
City Manager  
City of Nevada, IA  
1209 6th Street  
Nevada, IA 50201

Re: Nevada WWTF Improvements – Design/Bid Phase Professional Services Agreement

Dear Matt:

Enclosed are two copies of our Professional Services Agreement for the Nevada Wastewater Treatment Facility Improvements project.

The project is a complex wastewater treatment facility (WWTF) and trunk sewer design spanning over a 24-month timeframe. The WWTF and trunk sewer/lift station are separate designs completed concurrently. We have planned for key milestones along the way for both design efforts that break the projects into 30, 60 and 90 percent completion levels. Our Design Model process will be used to better help the City have control along the way and to keep City staff as part of our design team. The outcome will be two separate designs and sets of project documents. The WWTF and trunk sewer/lift station have separate bidding and construction schedules.

The overall fee for professional services for the project is \$2,900,000. We plan to present the specific details of our professional services to the City Council at the October 14<sup>th</sup> City Council meeting.

Please review the proposed scope and fee for this project. If you have questions or need additional information, please do not hesitate to contact me. We are excited to assist the City through this major infrastructure project and immediately available.

Sincerely,

HR GREEN, INC

A handwritten signature in cursive script, appearing to read 'Michael Roth'.

**Michael Roth, P.E.**  
Senior Project Manager

Cc: Kerin Wright, City  
Larry Stevens, HRG  
Jim Rasmussen, HRG

Enclosure

J:\2016\160473\Admin\Contract\Client\ltr-100819-Nevada\_WWTF\_Improvements\_PSA\_coverletter-City.docx



## **PROFESSIONAL SERVICES AGREEMENT**

**For**

**Nevada Wastewater Treatment Facility Improvements**

Matt Mardesen, City Manager  
City of Nevada, IA  
1209 6th Street  
Nevada, IA 50201  
(515) 382-5466

Michael Roth, Senior Project Manager  
HR Green, Inc.  
5525 Merle Hay Road, Suite 200  
Johnston, IA 50131  
Project No. 160473

October 2019

## **TABLE OF CONTENTS**

- 1.0 PROJECT UNDERSTANDING
- 2.0 SCOPE OF SERVICES
- 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**

COMPANY has completed a Facility Plan and Antidegradation Alternatives Analysis for the CLIENT for Wastewater Treatment Facility Improvements to replace the existing Nevada Wastewater Treatment Facility. COMPANY will provide preliminary and final design and bidding services for the Nevada Wastewater Treatment Facility Improvements project for CLIENT. The Construction Phase Services for this project will be included in a subsequent phase.

The existing Nevada Wastewater Treatment Facility has insufficient capacity for projected loadings; no nutrient removal capability with the existing treatment processes; and is nearing the end of its useful life. There is insufficient space on the existing site to expand treatment for the projected loadings and inclusion of nutrient removal processes. This project is for the preliminary and final design and bidding services for a new WWTF to be located at the City-owned site approximately 3.5 miles to the south of the existing wastewater treatment facility.

In addition to the new WWTF a new raw wastewater lift station and trunk sanitary sewer is required to convey wastewater from the existing to new WWTF site. A separate phase of this Professional Services Agreement covers the preliminary and final design and bidding services for the Trunk Sanitary Sewer Improvements. The lift station will be located at the existing WWTF site. The lift station force main route will follow US Highway 30 to County Road S14. The trunk sanitary sewer route will follow County Road S14 to the new WWTF site.

### **1.2 Design Criteria/Assumptions**

Design will meet requirements of State Revolving Loan Fund (SRF) program.  
Project will be completed in two construction contracts: 1) WWTF Improvements; 2) Trunk Sanitary Sewer Improvements.

General design for WWTF and Trunk Sanitary Sewer will follow the Facility Plan.

COMPANY will use sub-consultants for geotechnical testing and report, and architectural design services.

Design will generally follow the Iowa Department of Natural Resources (IDNR) Wastewater Facilities Design Standards.

Design will follow all applicable local codes and design requirements.  
A Conditional Use Permit will be issued for the Wastewater Treatment Facility by Story County approving the construction as proposed on the site owned by the CLIENT.



## 2.0 Scope of Services

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

### GENERAL

COMPANY recently completed a Nevada Wastewater System Improvements Facility Plan for the CLIENT that identified the wastewater treatment processes, configuration and site layout. The CLIENT wishes to complete the final design and bidding of this wastewater treatment facility improvements project. Generally, the project will include the following items:

- Final design for the wastewater treatment facility for liquid and solids treatment of wastewater received by the CLIENT's sanitary sewer collection system. The buildings and structures planned for the WWTF include the following:

- Administration & Maintenance Building
- Headworks Building (Screening and Grit Removal)
- Vector Receiving Station
- Flow Splitters - 2
- Oxidation Ditches – 2
- Secondary Treatment Building
- Secondary Clarifiers – 3
- Ultraviolet (UV) Disinfection Building
- Aerobic Digesters – 2 minimum
- Solids Processing Building
- Biosolids Storage Tank

- Final design for the trunk sanitary sewer and lift station to convey raw influent wastewater received by the CLIENT's sanitary sewer collection system at the existing WWTF to the new WWTF site. The trunk sanitary sewer improvements include the following:

- Submersible-style lift station with related appurtenances
- Single force main (14-inch diameter, estimated)
- 30-inch/36-inch diameter gravity trunk sanitary sewer

- Discipline designs and systems for the wastewater treatment facility and trunk sanitary sewer including; civil, process, architectural, structural, mechanical, electrical and controls design. All sub-systems required for the wastewater treatment facility including site design, excavation, grading, access roads, fencing, security systems, yard piping, site drainage, landscaping, utilities, foundation systems and flood protection.
- Work through sub-consultants for services for geotechnical investigations and report; architectural design services; and boundary and topographic surveying.

COMPANY has been retained by the CLIENT to provide engineering assistance to design and provide bidding assistance services for the Nevada WWTF Improvements project.



Phase 1A and 1B – Preliminary and Final Design, and Bidding Services will include five milestones toward completion for both the WWTF Improvements and Trunk Sanitary Sewer Improvements. The Schematic Design milestone will represent the project to be 30 percent complete, the Design Development milestone will take the information from Schematic Design and develop the project to 60 percent complete, Construction Documents milestone will develop the project to 90 percent complete, Completion will conclude the design phase (100 percent design), and the final milestone will be Bidding Assistance.

Phase 2A and 2B – Construction Phase Services will include construction administration services and resident observation for both the WWTF Improvements and Trunk Sanitary Sewer Improvements. Phase 2 services will be authorized by Amendment or by a separate Professional Services Agreement (PSA) at a time near the completion of Phase 1 services.

## **PHASE 1A – WWTF PRELIMINARY AND FINAL DESIGN, AND BIDDING SERVICES**

### **A. Preliminary and General Work**

1. **Project Kickoff.** Conduct a project initiation meeting to clarify the CLIENT's requirements for the project, review the project staffing and organization, and present the initial work plan and schedule.
2. **Project Initiation Meeting.** Conduct a project initiation meeting with the IDNR to fully discuss the project and project schedule. This project is intended to be funded through State Revolving Loan Funds (SRF).
3. **Project Management.** Provide on-going project management for the design and bidding phase of the project during its duration. The design and bidding phase of the project is expected to be complete within 14 months. The project is anticipated to be bid and constructed under one construction contract. Project Management will include assisting the CLIENT with SRF funding requirements for the projects. Monthly progress meetings during the design will be held with CLIENT.
4. **Topographic Survey.** Through a subcontract, complete a topographic survey for the WWTF site. The survey should be based on CLIENT's or USGS horizontal and vertical control.
5. **Geotechnical Services.** Complete, through a subcontract, geotechnical testing on the WWTF site and a geotechnical report summarizing the findings and recommendations for design and construction.
6. **Flood Plain Analysis.** Complete stormwater modeling as needed to develop floodway and floodplain along West Indian Creek near the WWTF site for final design.
7. **Permitting Assistance.**
  - Complete construction permits applications per the IDNR.
  - Submit final documents, addenda, and executed construction permit applications to the IDNR.
  - Complete Joint Permit Application per the IDNR work construction within the floodway and floodplain along West Indian Creek near the WWTF site.

**B. Schematic Design (30%).** The purpose of this level of design is to use the data and guidelines developed in the Facility Plan, develop and evaluate alternative design concepts, and agree upon a single design concept. The end products from this task will include sketches and preliminary drawings, which will provide sufficient information for Owner and regulatory agency review and design team coordination and review. Engineer will conduct a design workshop with the Owner prior to the conclusion of this task. Specific work activities and deliverables from this task are identified below:

**1. Sitework.** Schematic design work will include the following activities:

- Prepare site design concepts and alternative site layouts for the treatment facility improvements. This will include development of structure size, location and orientation; layout of roadways and definition of maneuvering requirements; evaluation of flood plain impacts and restraints; location of utility and piping corridors.
- Provide through a subcontract, geotechnical investigation of the site areas where new structures will be located. Provide a report summarizing the geotechnical conditions and subsurface design requirements.

**2. Preliminary Treatment.** Schematic design work will include the following activities:

- Develop hydraulic profile of preliminary treatment through equalization.
- Develop the size and layout of preliminary treatment facilities including screening, grit removal, flow measurement, and flow splitter. Develop a list of equipment and names of preferred and alternate manufacturers.
- Investigate alternatives for septage and vector truck receiving at the headworks. Prepare a technical memorandum (TM) to outline the recommended septage and vector truck receiving concepts.
- Develop structural and architectural concepts for structures and buildings. Develop preliminary architectural floor plans. Identify preliminary structural framing.
- Identify major electrical equipment and develop a power distribution function diagram.
- Prepare preliminary process and instrumentation diagrams (P&IDs) for preliminary treatment facilities.
- Develop preliminary heating, ventilation and air conditioning (HVAC) and plumbing concepts.

**3. Secondary Treatment.** Schematic design work will include the following activities:

- Develop a final hydraulic profile for the secondary treatment process through disinfection and discharge to West Indian Creek.
- Develop the size and layout of secondary treatment facilities including three-stage oxidation ditches, secondary flow splitter, secondary clarifiers, and disinfection system. Develop a list of equipment and names of preferred and alternate manufacturers.



- Run a process model on the secondary treatment process. Develop expected removal efficiencies and estimates of waste activated sludge (WAS) and return activated sludge (RAS) production and pumping rates.
- Develop structural and architectural concepts for structures and buildings. Develop preliminary architectural floor plans. Identify preliminary structural framing.
- Identify major electrical equipment and develop a power distribution function diagram.
- Prepare preliminary P&IDs for secondary treatment facilities.
- Develop preliminary HVAC and plumbing concepts.
- Prepare a TM to summarize the UV system design and make a final recommendation.

**4. Solids Treatment and Disposal.** Schematic design work will include the following activities:

- Prepare preliminary P&IDs for solids treatment, pumping, and disposal systems.
- Investigate alternatives for aerobic digestion systems with integral thickening and nutrient reduction (total phosphorus and total nitrogen) capabilities. Prepare a technical memorandum (TM) to outline the recommended aerobic digestion system concepts.
- Develop the size and layout of solids pumping facilities for WAS, digested sludge and potential future dewatering. Develop a technical memorandum (TM) to fully describe these systems and the alternatives. Develop a list of equipment and names of preferred and alternate manufacturers.
- Develop size and layout of aerobic digestion system including aerobic digester tanks, flow splitter, blowers, controls, recirculation pumping, supernate return, and piping between solids processing building.
- Run a process model on the solids treatment process. Develop expected sludge quantities and pumping rates. Review nutrient loads being returned to secondary treatment to determine if side-stream treatment is required.
- Layout biosolids storage tank and ancillary equipment required. Provide concepts for biosolids loadout and unloading for land application options.
- Develop structural and architectural concepts for structures and buildings. Develop preliminary architectural floor plans. Identify preliminary structural framing.
- Identify major electrical equipment and develop a power distribution function diagram.
- Develop preliminary HVAC and plumbing concepts for this portion of the project.

**5. Additional Improvements.** Schematic design work will include the following additional activities:

- Prepare layout of Administration and Maintenance Building including layout of the proposed spaces.
- Develop structural and architectural concepts for structures and buildings. Develop preliminary architectural floor plans. Identify preliminary structural framing.

- Develop a security plan for the site and the buildings. Prepare a technical memorandum (TM) to outline the proposed security options and recommendations.
- Prepare power distribution functional diagram and switchgear schematics as applicable.
- Prepare preliminary P&IDs and control system block diagram for processes.

**6. Schematic Design Review.** Complete an internal quality control (QC) review of the schematic design and make recommended changes as needed. The QC review will include a review within each discipline as well as a review of the project across discipline lines.

Conduct a Schematic Design Workshop to review the recommended wastewater treatment facility improvements. Five copies of the schematic design documents will be forwarded to the CLIENT for review in advance of the workshop. Following the workshop, two copies of the schematic design documents will be forwarded to IDNR for review. In addition, the following activities will be completed and discussed at the workshop.

- Develop a preliminary opinion of probable construction cost for the work. Identify and track significant cost changes as cost trends. Develop a summary of cost trends for the project through the schematic design phases.
- Develop a preliminary plan for sequence of construction of new facilities.

**C. Design Development (60%).** The purpose of this phase of design is to utilize the decisions that were made in the previous phase to further develop the project design. Structures, equipment, major piping, process and the site plan are all finalized during this phase to allow final detailing in the next phase of design. Specific activities, and work products from this phase include the following:

**1. Civil/Process Design.**

- Prepare a final site plan including locations of structures, buildings, and roads. Structure floor levels and finished grades will be finalized.
- Prepare preliminary site grading drawings and prepare storm water control concepts.
- Layout the preliminary yard piping and drain systems. Identify corridors for smaller piping and other utilities.
- Develop process equipment and piping plans.
- Prepare draft specifications for major process equipment.

**2. Architectural Design.**

- Confirm building floor plans developed in the previous phase with process, structural, electrical and mechanical designers. Add architectural dimensioning and detail.
- Develop preliminary building elevations for all buildings.
- Develop architectural wall sections for all types of construction showing basic elevations and details.



**3. Structural Design.**

- Establish foundation design criteria for proposed facilities based on the geotechnical report. Prepare the sub-structure structural design.
- Prepare the super-structure structural design for buildings.
- Prepare the structural design for other major structures including tanks.

**4. Electrical and Control System Design.**

- Develop motor control center layouts and elevations for all areas.
- Prepare interior lighting plans of areas within buildings.
- Develop preliminary P&IDs for sub-systems.

**5. Mechanical Design.**

- Prepare a preliminary plumbing layout for each building.
- Develop major mechanical equipment specifications.
- Prepare a preliminary plumbing design.
- Prepare a preliminary fire protection design for each building.

- 6. Design Development Review.** Complete an internal quality control (QC) review of the design and make recommended changes as needed. The QC review will include a review within each discipline as well as a review of the project across discipline lines.

Conduct a review meeting to review the recommended wastewater treatment facility improvements. Five copies of the design documents will be provided to the CLIENT. In addition, the following activities will be completed and discussed at the review meeting:

- Complete a constructability review to verify the proposed methods of construction and establish the durations needed for construction activities.
- Update the preliminary opinion of probable construction cost for the work. Identify and track significant cost changes as cost trends. Develop a summary of cost trends for the project through this point of project completion.

- D. Construction Documents (90%).** This phase of final design consists of adding final details to the drawings and completing the specifications. Information developed in previous phases of final design is used to develop final contract documents in this phase. Specific activities and work products from this phase are describe below:

**1. Civil/Process Design.**

- Prepare the remaining civil/process specifications for the project.
- Complete civil/process details and drawings for all areas.

**2. Architectural Design.**

- Finalize building sections for buildings including complete wall sections and details and flashing and parapet wall details.
- Finalize building elevations.

- Complete architectural drawings, schedules and details. Prepare architectural specifications.

**3. Structural Design.**

- Prepare structural specifications.
- Finalize structural design and details for each building and structure.

**4. Electrical and Control System Design.**

- Prepare electrical site plans.
- Prepare power distribution one-line diagrams for equipment.
- Complete electrical power plans for each building.
- Prepare panel board schedules for each building.
- Prepare electrical and control system specifications.
- Prepare a lighting fixture schedule.
- Finalize P&IDs and an input/output signal list for all systems.
- Prepare instrument details.

**5. Mechanical Design.**

- Finalize the HVAC design and details for each building.
- Finalize the plumbing and fire protection design for each building.
- Prepare mechanical specifications.

**6. Construction Documents Review.** Complete an internal quality control (QC) review of the design and make recommended changes as needed. The QC review will include a review within each discipline as well as a review of the project across discipline lines.

Conduct a review meeting to review the recommended wastewater treatment facility improvements. Five copies of the design documents will be provided to the CLIENT. In addition, the following activities will be completed and discussed at the review meeting.

- Update the opinion of probable construction cost for the work. Identify and track significant cost changes as cost trends. Develop a summary of cost trends for the project through this point of project completion.

**E. Design Completion (100%).** In this phase of the project, the construction documents are reviewed by the Owner and prepared for advertisement. Specific activities and work products from this phase are described below:

- Assemble the final documents and distribute them to CLIENT staff for final review.
- Collect review comments and incorporate them into final bid documents.
- Submit three sets each of final bid documents to the CLIENT and IDNR.
- Finalize the opinion of probable construction cost based on final project quantities. Develop latest cost trends for the project.
- Present project to Council.





- F Bidding Assistance** - After authorization to proceed with the bidding phase, COMPANY shall:
- Distribute in electronic format (PDF) plans, specifications, and contract documents to prospective bidders, contractors, subcontractors, and material/equipment suppliers. Provide the required number of hardcopies of the construction documents for regulatory submittals.
  - Assist the CLIENT in advertising for and obtaining bids for construction, receive and process deposits for bidding documents, and maintain a record of prospective bidders to whom bid documents have been issued.
  - Issue addenda as appropriate to interpret, clarify or expand bidding documents.
  - Consult with and advise the CLIENT as to the acceptability of subcontractors, suppliers, and other persons and organizations proposed by the Contractor for those portions of the work where such acceptability is required by the bidding documents.
  - Attend the bid opening, prepare bid tabulation sheets, and assist the CLIENT in evaluating bids and awarding the project for construction. Prepare a letter of recommendation for award to the CLIENT.
  - Prepare construction contract documents and deliver the executed documents to the CLIENT and legal counsel for review.

## **PHASE 1B – TRUNK SANITARY SEWER PRELIMINARY AND FINAL DESIGN, AND BIDDING SERVICES**

### **A. Preliminary and General Work**

1. **Project Kickoff.** Conduct a project initiation meeting to clarify the City's requirements for the project, review the project staffing and organization, and present the initial work plan and schedule.
2. **Project Initiation Meeting.** Conduct a project initiation meeting with the IDNR to fully discuss the project and project schedule. This project is intended to be funded through State Revolving Loan Funds (SRF).
3. **Project Management.** Provide on-going project management for the design and bidding phase of the project during its duration. The design and bidding phase of the project is expected to be complete within 12 months. The project is anticipated to be bid and constructed under one construction contract. Project Management will include assisting the CLIENT with SRF funding requirements for the projects. Monthly progress meetings during the design will be held with CLIENT.
4. **Topographic Survey.** Through a subcontract, complete a topographic survey for the gravity trunk sewer and gravity outfall sewer sites. The survey should be based on City or USGS horizontal and vertical control. Provide easement descriptions and documents for land acquisition.
5. **Land Acquisition Services.** Complete, through a subcontract, land acquisition services for easements along the gravity sewer alignment. This scope item includes land acquisition services for up to 25 permanent and temporary easement parcels.

6. **Geotechnical Services.** Complete, through a subcontract, geotechnical testing along the gravity sewer alignment and a geotechnical report summarizing the findings and recommendations for design and construction.
  7. **Permitting Assistance.**
    - Complete construction permits applications per the IDNR.
    - Submit final documents, addenda, and executed construction permit applications to the IDNR.
    - Complete required permits applications per Story County and Iowa DOT for work within the road right-of-way (ROW) for the installation of the gravity sewer and force main.
    - Submit final documents, addenda, and executed permit applications to Story County and Iowa DOT for work within the road right-of-way (ROW).
- B. Schematic Design (30%)** - This portion of the project will define the elements of the project and prepare them to approximately 30 percent complete stage.
1. **Finalize Gravity Sewer and Force Main Hydraulics for Trunk Sewer Improvements.** Develop hydraulic profile and preliminary plans for trunk gravity sewer and force main. Preliminary plans should include planned structures, waterway and road crossings, tunneling, special structures, recommendation for piping materials, etc.
  2. **Select Gravity Trunk Sewer and Force Main Alignment.** Review gravity trunk sewer and force main alignment alternatives and make recommendations to CLIENT. Identify structures and connection concepts. Develop sanitary sewer and force main alignment plans and details.
  3. **Prepare Tunneling Recommendations and Technical Memorandum.** Prepare Technical Memo to define all water, road and utility crossing designs and details. Develop draft specifications for tunneling and crossing requirements.
  4. **Lift Station.** Schematic design work will include the following activities:
    - Prepare site design concepts and alternative site layouts for the raw wastewater lift station at the existing WWTF site. This will include development of structure size, location and orientation; layout of roadways and definition of maneuvering requirements; evaluation of flood plain impacts and restraints; location of utility and piping corridors.
    - Provide through a subcontract, geotechnical investigation of the site areas where new structure will be located. Provide a report summarizing the geotechnical conditions and subsurface design requirements.
    - Size wet well to allow for proper capacity and number of pump starts per hour.
    - Size process pumps to include firm capacity.
    - Evaluate different flow metering devices and select device to fit discharge piping arrangement.
    - Perform force main transient analysis and identify surge protection device(s) for implementation.
    - Prepare a technical memorandum (TM) to outline the recommended lift station design concepts.



5. **Additional Information.** Prepare draft specifications and preliminary drawings for review. The draft documents shall include background information/drawings, construction issues, preliminary layouts/concepts, and ancillary system requirements. Prepare Schematic Design Opinion of Project Cost. Develop draft construction sequence.
6. **Schematic Design Review.** Complete an internal quality control (QC) review of the schematic design and make recommended changes as needed. The QC review will include a review within each discipline as well as a review of the project across discipline lines.

Conduct a Schematic Design Workshop to review the recommended trunk sanitary sewer improvements. Five copies of the schematic design documents will be forwarded to the CLIENT for review in advance of the workshop. Following the workshop, two copies of the schematic design documents will be forwarded to IDNR for review. In addition, the following activities will be completed and discussed at the workshop.

- Develop a preliminary opinion of probable construction cost for the work. Identify and track significant cost changes as cost trends. Develop a summary of cost trends for the project through the schematic design phases.
- Develop a preliminary plan for sequence of construction of new facilities.

- C. **Design Development (60%).** The purpose of this phase of design is to utilize the decisions that were made in the previous phase to further develop the project design. Structures, equipment, major piping, process and the site plan are all finalized during this phase to allow final detailing in the next phase of design. Specific activities, and work products from this phase include the following:

1. **Civil/Process Design.**

- Prepare a final site plan including locations of structures, buildings, and roads. Structure floor levels and finished grades will be finalized.
- Prepare preliminary site grading drawings and prepare storm water control concepts.
- Develop process equipment and piping plans.
- Prepare draft specifications for major process equipment.

2. **Architectural Design.**

- Confirm building floor plans developed in the previous phase with process, structural, electrical and mechanical designers. Add architectural dimensioning and detail.
- Develop preliminary building elevations.
- Develop architectural wall sections for all types of construction showing basic elevations and details.

3. **Structural Design.**

- Establish foundation design criteria for proposed facilities based on the geotechnical report. Prepare the sub-structure structural design.
- Prepare the super-structure structural design for building.



**4. Electrical and Control System Design.**

- Develop motor control center layouts and elevations.
- Prepare interior lighting plans.
- Develop preliminary P&IDs for sub-systems.

**5. Mechanical Design.**

- Prepare a preliminary plumbing layout.
- Develop major mechanical equipment specifications.
- Prepare a preliminary plumbing design.
- Prepare a preliminary fire protection design.

**7. Design Development Review.** Complete an internal quality control (QC) review of the design and make recommended changes as needed. The QC review will include a review within each discipline as well as a review of the project across discipline lines.

Conduct a review meeting to review the recommended trunk sanitary sewer improvements. Five copies of the design documents will be provided to the CLIENT. In addition, the following activities will be completed and discussed at the review meeting:

- Complete a constructability review to verify the proposed methods of construction and establish the durations needed for construction activities.
- Update the preliminary opinion of probable construction cost for the work. Identify and track significant cost changes as cost trends. Develop a summary of cost trends for the project through this point of project completion.

**D. Construction Documents (90%).** This phase of final design consists of adding final details to the drawings and completing the specifications. Information developed in previous phases of final design is used to develop final contract documents in this phase. Specific activities and work products from this phase are describe below:

**1. Civil/Process Design.**

- Prepare the remaining civil/process specifications for the project.
- Complete civil/process details and drawings.

**2. Architectural Design.**

- Finalize building sections including complete wall sections and details and flashing and parapet wall details.
- Finalize building elevations.
- Complete architectural drawings, schedules and details. Prepare architectural specifications.

**3. Structural Design.**

- Prepare structural specifications.
- Finalize structural design and details for each building and structure.

**4. Electrical and Control System Design.**

- Prepare electrical site plans.
- Prepare power distribution one-line diagrams for equipment.
- Complete electrical power plan.
- Prepare panel board schedules.
- Prepare electrical and control system specifications.
- Prepare a lighting fixture schedule.
- Finalize P&IDs and an input/output signal list for all systems.
- Prepare instrument details.

**5. Mechanical Design.**

- Finalize the HVAC design and details.
- Finalize the plumbing and fire protection design.
- Prepare mechanical specifications.

**7. Construction Documents Review.** Complete an internal quality control (QC) review of the design and make recommended changes as needed. The QC review will include a review within each discipline as well as a review of the project across discipline lines.

Conduct a review meeting to review the recommended trunk sanitary sewer improvements. Five copies of the design documents will be provided to the CLIENT. In addition, the following activities will be completed and discussed at the review meeting.

- Update the opinion of probable construction cost for the work. Identify and track significant cost changes as cost trends. Develop a summary of cost trends for the project through this point of project completion.

**E. Design Completion (100%).** In this phase of the project, the construction documents are reviewed by the Owner and prepared for advertisement. Specific activities and work products from this phase are described below:

- Assemble the final documents and distribute them to CLIENT staff for final review.
- Collect review comments and incorporate them into final bid documents.
- Submit three sets each of final bid documents to the CLIENT and IDNR.
- Finalize the opinion of probable construction cost based on final project quantities. Develop latest cost trends for the project.
- Present project to Council.

**F Bidding Assistance** - After authorization to proceed with the bidding phase, COMPANY shall:

- Distribute in electronic format (PDF) plans, specifications, and contract documents to prospective bidders, contractors, subcontractors, and material/equipment suppliers. Provide the required number of hardcopies of the construction documents for regulatory submittals.



- Assist the CLIENT in advertising for and obtaining bids for construction, receive and process deposits for bidding documents, and maintain a record of prospective bidders to whom bid documents have been issued.
- Issue addenda as appropriate to interpret, clarify or expand bidding documents.
- Consult with and advise the CLIENT as to the acceptability of subcontractors, suppliers, and other persons and organizations proposed by the Contractor for those portions of the work where such acceptability is required by the bidding documents.
- Attend the bid opening, prepare bid tabulation sheets, and assist the CLIENT in evaluating bids and awarding the project for construction. Prepare a letter of recommendation for award to the CLIENT.
- Prepare construction contract documents and deliver the executed documents to the CLIENT and legal counsel for review.

- 3. Design Completion.** In this phase of the project, the construction documents are reviewed by the CLIENT and prepared for advertisement. Specific activities and work products from this phase are described below:
- Submit two sets each of final bid documents to the City and IDNR.
  - Finalize the opinion of probable construction cost based on final project quantities. Develop latest cost trends for the project.
  - Present project to Council.
  - Submit final plans and specifications along with the appropriate Schedules to the IDNR for final review for a Construction Permit. Meet with the IDNR to review the project and address any questions and comments.

### 3.0 Deliverables and Schedules Included in this Agreement

More precise schedule dates shall be developed at the kickoff meeting for each phase.

#### Phase 1A

Schematic Design - 30% Final Design	January 2020
Design Development – 60% Final Design	April 2020
Construction Documents – 90% complete	July 2020
Design Completion – 100% complete	October 2020
Bidding Assistance	TBD

Phase 1B is anticipated to begin design in February 2020.

#### Phase 1B

Schematic Design - 30% Final Design	July 2020
Design Development – 60% Final Design	October 2020
Construction Documents – 90% complete	February 2021
Design Completion – 100% complete	June 2021
Bidding Assistance	TBD





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:

Additional final design related to another site.  
Construction Phase Services  
Additional engineering services related to rebidding or bid protests  
Preparing design documents for more than one construction contract  
Wetland, flood plain or storm water investigations  
Land acquisition services

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

#### **5.0 Services by Others**

The following services will be completed by subcontractor:

Topographical land survey  
Geotechnical testing, investigation and report  
Architectural design services  
Land Acquisition services

#### **6.0 Client Responsibilities**

- Make existing WWTF and sanitary sewer drawings, data, records, condition assessment, history available as needed.
- Provide prompt review of drawings specifications, technical memos, etc.
- Provide legal review of information needed for the project.
- Secure Conditional Use Permit from Story County.

#### **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: (i) living and traveling expenses of employees when away from the home office on business connected with the project; (ii) identifiable communication expenses; (iii) identifiable reproduction costs applicable to the work; and (iv) outside services will be charged in accordance with the rates current at the time the service is done.



## 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 attorney's 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:

Lump sum in the amount of \$2,900,000.00.





## 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 attorney's fees arising out of or resulting therefrom.

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

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 attorney's fees arising out of the modification or reuse of these materials.

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



#### 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; failure of any government agency to act in 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 engineering services. The compensation to be paid COMPANY for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or



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 attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

#### 8.26 Drywells, Underdrains and Other Infiltration Devices

Services provided by COMPANY under this Agreement do NOT include the geotechnical design of drywells, underdrains, injection wells or any other item that may be devised for the purpose of removing water from the CLIENT'S property by infiltration into the ground. Due to the high variability of soil types and conditions such devices will not be reliable in all cases. While for this reason COMPANY does not recommend the use of these devices, in some cases their use may be necessary to obtain an adequate amount of area for development on the CLIENT'S property. Since the use of these devices is intended to enhance the value of the CLIENT'S property and, in some cases, allow development that would otherwise not be possible, the CLIENT will assume all risks inherent in the design and construction of these devices, unless the contractor or a Geotechnical Engineer assumes these risks. Typical risks include but are not limited to:

- Failure to obtain the required release rate;
- Variability of the soils encountered during construction from those encountered in soil borings. (Soils can vary widely over a small change in location, horizontal or vertical, particularly with regards to permeability);
- Failure of the device due to siltation, poor construction or changes in the water table;
- Need to obtain additional soils information (i.e. borings etc.) to evaluate the function of installed devices;
- Reconstruction of failed or inadequate devices;



- Enlargement of detention/ retention facilities to make up for release rates that are lower than those used in the stormwater design, including engineering design and additional land required for such enlargement; and
- Regular maintenance to remove accumulated silt over the device's life span.

If the use of these devices is required COMPANY will advise the CLIENT that a Geotechnical Engineer must be retained to consult on the project. The CLIENT must enter into a separate agreement directly with this consultant. They will not be sub-contracted through COMPANY nor are their fees included as part of this Agreement. COMPANY will work together with this consultant to obtain a final design. Our collaboration may include the use of a common standard detail or the creation of a new standard detail. COMPANY may make suggestions to the Geotechnical Engineer on ways to tailor these devices to meet the needs of the overall site design. The Geotechnical Engineer will evaluate these suggested details and modifications based on his experience and measured soils information to estimate the release rate for each detail considered. COMPANY may use a release rate of these devices as provided by the Geotechnical Engineer for the design of the stormwater system. This rate may be faxed to us, as a draft copy of the Geotechnical Engineers report or as a final copy of that report. In no case will COMPANY accept responsibility for the determination of the expected release rate of these devices.

If certification of the contractor's construction of these devices is required by the municipality or desired by the CLIENT a Geotechnical Engineer must also be obtained for these services. This is highly recommended in order to observe the actual soils where the devices are being constructed and to verify that the construction methods used do not violate any assumptions made by the Geotechnical Engineer during the design and evaluation of the standard detail. If a Geotechnical Engineer is not retained by the CLIENT to provide construction review, the CLIENT shall assume all risks that the devices may fail requiring additional geotechnical investigation or reconstruction and shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom. Any construction observation services provided by COMPANY shall not include these devices.

#### 8.29 Design Without Construction Observation

It is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees' negligent acts, errors or omissions.

#### 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.

#### 8.27 Intellectual Property Ownership of Tendered Materials

COMPANY retains title and full intellectual property ownership of all tendered documents and materials, including without limitation, analysis methods and equations, calculations, print layouts, layer operational definitions, drawings, models, plans, set of tools, etc. All such documents and materials are considered confidential and CLIENT shall not copy such documentation or materials or disclose them to third parties without COMPANY'S prior written consent. CLIENT shall sign COMPANY'S GEOSPATIAL NONDISCLOSURE AGREEMENT and take reasonable precautions to prevent unauthorized access and use of the software and documentation by third parties. To the extent permitted by the COMPANY Geospatial Nondisclosure Agreement and relevant law, CLIENT shall not, nor allow any third party to copy, decompile, disassemble or otherwise reverse engineer the COMPANY'S analysis, reports, maps, or other products, or attempt to do so.

#### 8.28 Data Access

COMPANY makes no warranties or guarantees concerning internet connections or access to data. COMPANY will make efforts to notify internet service provider if made aware of CLIENT connectivity issues. CLIENT GIS data consumed through COMPANY-developed web mapping applications will be inaccessible at times due to planned hardware and software maintenance and, on occasion, due to unexpected technical issues. COMPANY does NOT guarantee CLIENT access to GIS data at all times. COMPANY will endeavor to



minimize periods of data inaccessibility while also providing regular database maintenance and updates to CLIENT web mapping applications during contract period. If CLIENT deems the functionality or availability of the COMPANY-developed web mapping applications and associated GIS data is unacceptable, the CLIENT's sole remedy will be to discontinue using the service provided by COMPANY, at which point COMPANY will provide CLIENT with a copy of the data.

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.

Michael Roth

Approved by:

Printed/Typed Name: James R. Rasmussen

Title: Vice-President

Date: 10/9/19

CITY OF NEVADA, IA

Accepted by:

Printed/Typed Name:

Title:

Date:



**Kerin Wright**

---

**From:** Erin Clanton <Erin.Clanton@brickgentrylaw.com>  
**Sent:** Monday, September 23, 2019 2:39 PM  
**To:** Kerin Wright  
**Cc:** Mayor Barker; Matthew Mardesen  
**Subject:** Re: Emailing: Opioid Class Action

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

I don't see any issues with this, and the City is not obligated to expend any funds in order to be part of the class. That said, I would certainly put it in front of council to make a decision. Thanks!

Erin M. Clanton  
Attorney at Law  
Brick Gentry P.C.  
6701 Westown Parkway, Suite 100  
West Des Moines, IA 50266  
Phone: 515-274-1450  
Fax: 515-274-1488  
[erin.clanton@brickgentrylaw.com](mailto:erin.clanton@brickgentrylaw.com)

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Circular 230 Disclaimer: To ensure compliance with Treasury Regulations governing written tax advice, please be advised that any tax advice included in this communication, including any files and/or documents, is not intended, and cannot be used, for the purpose of (i) avoiding any federal tax penalty or (ii) promoting, marketing, or recommending any transaction or matter to another person.

On Sep 23, 2019, at 1:14 PM, Kerin Wright <[KWright@cityofnevadaaiowa.org](mailto:KWright@cityofnevadaaiowa.org)> wrote:

FYI - What is your opinion on this matter?

Kerin Wright  
City Clerk  
1209 6th St., PO Box 530  
City of Nevada, IA  
Pop. 6798  
[KWright@cityofnevadaaiowa.org](mailto:KWright@cityofnevadaaiowa.org)  
[www.cityofnevadaaiowa.org](http://www.cityofnevadaaiowa.org)  
515-382-5466

Your message is ready to be sent with the following file or link attachments:

Opioid Class Action



\*4539000700917\*

**IF YOU WANT TO EXCLUDE YOUR COUNTY OR CITY  
YOU MUST ACT BY NOVEMBER 22, 2019**

**EXCLUSION REQUEST FORM**  
**Read Information on Page 1 carefully before signing**

Having read and understood the information on page 1, the County or City (**circle one**) entitled \_\_\_\_\_ in the State of \_\_\_\_\_ hereby excludes itself from the Negotiation Class certified by the United States District Court in the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL 2804. Under penalty of perjury and in accordance with 28 U.S.C. § 1746, I declare that I am an official or employee authorized to take legal action on behalf of my County or City.

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

City or County Represented: \_\_\_\_\_ (Circle one): City / County

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Date: \_\_\_\_\_

**BY NOVEMBER 22, 2019**

**EMAIL TO:**

**OR SEND BY  
FIRST CLASS MAIL TO:**

info@OpioidsNegotiationClass.info

NPO Litigation  
P.O. Box 6727  
Portland, OR 97228-6727





**IF YOU WANT TO EXCLUDE YOUR COUNTY OR CITY  
YOU MUST ACT BY NOVEMBER 22, 2019**

**EXCLUSION REQUEST FORM**

**Read this page carefully then turn to Page 2 if you want to sign and send**

Complete this form **ONLY** if your County or City does **NOT** want to remain a Class Member and does not want to share in any potential negotiated Class settlement. If your County or City does not complete and submit this form, it will be deemed to be a Class Member so long as it is a County or City in the United States as those terms are described in the Class Notice and is on the list of Class Members found at [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info).

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO

_____	X	
	:	
In re NATIONAL PRESCRIPTION	:	1:17-md-2804 (DAP)
OPIATE LITIGATION	:	
_____	X	

Class Notice Administrator  
NPO Litigation  
P.O. Box 6727  
Portland, OR 97228-6727

Dear Class Notice Administrator:

My County or City does **NOT** want to be a member of the Negotiation Class certified in the *In re National Prescription Opiate Litigation*. I understand that by completing the information requested on page 2, signing, and submitting a copy of this form by email (to the email address on page 2) sent on or before **November 22, 2019** OR by first-class U.S. mail (to the mailing address on page 2) post-marked on or before **November 22, 2019**, I am opting my County or City out of the Negotiation Class and it will **NOT** be a Class Member. I understand that by timely submitting this form, my County or City is foregoing the right to share in any Class settlement that may be obtained. I understand that my County or City is **NOT** guaranteed an opportunity to opt back in if there is a Class settlement, so this is our final decision. I also understand that by opting out, my County or City will not be bound by any judgment entered as part of any Class settlement.

I understand that if my jurisdiction is a Class Member and wants to remain a Class Member, it does not need to do anything now. I understand that I should **NOT** return this Exclusion Request Form if my jurisdiction wants to remain a Class Member.

I understand that, if I have any questions, I may contact Class Counsel at 1-877-221-7468, or visit [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info) **BEFORE** I mail this form to you and **BEFORE** **November 22, 2019**.

**TURN TO PAGE 2 IF YOU WANT TO SIGN EXCLUSION/OPT-OUT FORM  
AND FOR EMAIL AND MAILING ADDRESSES**





**30. Under this proposal, what happens to my County or City's current fee agreement with outside counsel?**

The current fee agreement that a county or city has with its outside counsel remains in effect. Membership in the Negotiation Class does not change that. In the event of any settlement that achieves Class and Court approval, there would be a "Private Attorneys Fund" from which outside counsel for Class Members that had signed retainer agreements for opioid epidemic-related litigation before June 14, 2019 could apply for fees and costs in lieu of any current fee agreement. That would be a voluntary decision between the county or city and its outside counsel. A total of up to 10% (maximum) of any approved Class settlement amount will be held in the Private Attorneys Fund. Any unawarded amount remaining in this Fund would revert to the Class. The Court must approve all payments from this Fund.

**GETTING MORE INFORMATION**

**31. How can my County or City keep up with what's going on in this case?**

Pertinent news and information will be posted at the Class website, [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info) on an ongoing basis. As a Class Member, you also will have the opportunity to sign up, through the Class website, for email notices alerting you to the fact that new information has been posted to the Class website.

**DO NOT WRITE OR CALL THE COURT OR THE  
CLERK'S OFFICE FOR INFORMATION**

DATE: September 11, 2019.



exclude your county or city. As explained in FAQ 27, you will likely **not** be given a second opportunity to exclude your county or city from the Class if a settlement is later reached and you should not count on such an opportunity being available at that time.

#### 26. How does my county or city exclude itself from the Negotiation Class?

You may exclude your county or city ("opt out") by signing and sending, either by email or by first-class U.S. mail, the enclosed Exclusion Request Form.

- If submitted by email, the form must be sent to [info@OpioidsNegotiationClass.info](mailto:info@OpioidsNegotiationClass.info) on or before **November 22, 2019**.
- If submitted by mail, the form must be postmarked on or before **November 22, 2019** and sent by first-class U.S. mail to:

NPO Litigation  
P.O. Box 6727  
Portland, OR 97228-6727

The Exclusion Request Form must be signed by an **authorized** official or employee of the county or city itself, under penalty of perjury pursuant to 28 U.S.C. § 1746, and is subject to verification by the Court. If you exclude your county or city from the Negotiation Class, your county or city will not be bound by any Orders or Judgments regarding the Class, and it will have no right to share in any settlement reached by the Class.

#### 27. If my county or city stays in the Negotiation Class, can it exclude itself later if it doesn't like a proposed settlement?

Not under the current Court Order. The Court's Order certifying the Negotiation Class provides only one opportunity for a county or city to exclude itself from the Class. The exclusion deadline ends on November 22, 2019. If a settlement is reached and proposed to the Class for its approval, Class Members who do not support the settlement may (1) vote against it and/or, (2) if the settlement is nonetheless approved by the Class votes, file objections with the Court. Rule 23 permits a court to offer a second opportunity for Class Members to opt out when a settlement is proposed, but the Rule does not require the Court to give Class Members a second opportunity to opt out. In this case, it is anticipated that the Court will not give Class Members a second opportunity to opt out. Therefore, Class Members should not rely on that possibility. Class Members should expect that there will be no opportunity to opt out of the Class after **November 22, 2019**.

### THE LAWYERS REPRESENTING THE CLASS

#### 28. Who are the Class Counsel?

The Court has authorized the following six lawyers to jointly represent the Negotiation Class: Jayne Conroy and Christopher A. Seeger are Co-Lead Negotiation Class Counsel and Gerard Stranch, Louise Renne, Mark Flessner, and Zachary Carter are Negotiation Class Counsel. Each of these six lawyers represents only cities or counties in Opioids-related litigation.

#### 29. How do Class Counsel get paid?

Class Counsel will apply to the Court for approval of fees and costs under Rule 23(h). As a Class Member, you will receive notice and have an opportunity to object to any such application. The Court may appoint fee committees to make recommendations of any fee awards, to avoid duplication of payment, and to ensure appropriate compensation of those whose efforts provided a common benefit. The Court will make the final decision about all fees paid out of the Class's recovery to any lawyer.

**Questions? Visit [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info)**





**21. What happens if a county and its constituent cities make different decisions about staying in the Class?**

- If a county and all of its constituent cities remain in the Class, each entity's share will be determined as explained in FAQ 20.
- If a county remains in the Class, but one or more cities within the County are not in the Class, there are a variety of ways that a Class settlement might address that situation, but it is possible that a Class settlement would require that the County's allocation be reduced.
- If a county is not in the Class, but cities within that county remain in the Class, there are a variety of ways a Class settlement might address that situation. One possibility is that a city would receive no direct monetary allocation because its county has opted out, but that it could seek monetary relief through the Special Needs Fund (see FAQ 24). If a settlement provides a city no possibility of monetary relief because its county has opted out, Class Counsel anticipates the city would not be required to release its claims against the settling Defendant.

**22. If there is a settlement between a Defendant and a State or States, what impact will this Negotiation Class have on the division of monies between a State and the cities and counties within the State?**

The Negotiation Class process does not interfere with a Defendant's ability to settle directly with one or more States. If a Defendant reaches a settlement directly with a State, nothing about this Negotiation Class process would affect the distribution of those settlement funds between the State and its own cities or counties. The Court has explicitly ordered that the Class's lawyers not involve themselves or the Class in the process of allocating monies secured by States between themselves and their counties and cities.

**23. Will Negotiation Class Representatives receive anything more than other Class Members?**

Negotiation Class Representatives do not receive preferential treatment under any settlement simply for serving as Class Representatives. Their allocation will be calculated in precisely the same manner as every other Class Member's. However, they can apply to the Court for reimbursement of costs and expenses incurred by reason of serving as Class Representatives. Also, courts often award a modest amount to Class Representatives, called an incentive or service award, so as to encourage Class Representatives to step forward on behalf of others. Any such awards are subject to Class notice and Court approval.

**24. What is the Special Needs Fund?**

Fifteen percent (15%) of any Class settlement fund will be put into the "Special Needs Fund." Any Class Member may apply for a distribution from the Special Needs Fund: (1) to recover its costs of litigating its own opioids lawsuit, if that case was filed before June 14, 2019; and/or (2) to obtain additional relief for any local impact of the opioids crisis that is not captured by the Class Member's allocation. Applications will be made to and approved by a court-appointed Special Master, on a case-by-case basis. Any unawarded amount remaining in this Special Needs Fund would revert to the Class.

## **YOUR RIGHTS AND OPTIONS**

**25. Can my county or city exclude itself from the Negotiation Class?**

Yes. You have a **one-time** opportunity to exclude your county or city from the Class and you must do so before November 22, 2019. You must follow the procedure set forth in FAQ 26 below to

**Questions? Visit [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info)**



- 75% of the total population of all voting Class Members that had not filed suit as of June 14, 2019. For this computation, the vote of the county or city is weighted according to its population, with each person in a voting city and each person in a voting county equal to one vote. Thus, by way of example, if a county votes and has a population of 20,000, and a city within the county votes yes and has a population of 10,000, the county's vote is weighted as 20,000 votes in favor, and the city's vote is recorded as 10,000 votes in favor. Again, the population for each County or City will be based on current census data. The current data is presented on the Class website, [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info). Individual residents in this category may be counted twice, once as a resident of a municipality, and once as a resident of a county;
- 75% of the litigating Class Members casting votes, weighted by their settlement fund allocations as shown at the Allocation Map posted at [opioidsnegotiationclass.info](http://opioidsnegotiationclass.info); and
- 75% of the non-litigating Class Members casting votes, weighted by their settlement fund allocations as shown at the Allocation Map posted at [opioidsnegotiationclass.info](http://opioidsnegotiationclass.info).

**For purposes of counting votes, only votes cast will be considered.** In order for a proposed settlement to be binding on the Negotiation Class, 75% of those Class Members who cast votes in **each** of these six categories must be in favor. No settlement will be submitted to the Court for final approval unless 75% of those voting in **each** of the six categories are in favor. No county or city that is not a Class Member as of the deadline for a vote on a proposal will be allowed to vote on that proposal.

## ALLOCATION OF CLASS SETTLEMENT FUNDS

**20. If there is a Class settlement, how will my County or City's share of the settlement be determined?**

Any Class settlement funds will be distributed in three steps:

**Step 1:** Each county's share of the settlement will be distributed in accordance with an "allocation model." The allocation model uses three factors, based on reliable, detailed, and objective national data, to determine the share of a settlement fund that each county will receive. These factors address the most critical causes and effects of the opioids crisis, and are each weighted equally (1/3-1/3-1/3): (1) the amount of opioids distributed within the county, (2) the number of opioid deaths that occurred in the county; and (3) the number of people who suffer opioid use disorder in the county. This model is designed not to favor either small or large counties based solely on population. Ultimately, the model allocates settlement funds in proportion to where the opioid crisis has caused actual harm.

**Step 2:** Counties and their constituent cities, towns, and boroughs may distribute the funds allocated to the county among all of the jurisdictions in any manner they choose. If the county and cities cannot agree on how to allocate the funds, the Class website reflects a default allocation that will apply. The default allocation formula uses historical federal data showing how the specific county and the cities within it have made opioids-related expenditures in the past. Any of the affected jurisdictions may ask a Special Master to apply a different formula.

**Step 3:** If the default allocation is used and a city's share is less than \$500, then that amount will instead be distributed to the county in which the city lies to allow practical application of the abatement remedy. Affected cities could seek recovery through intra-county allocation described in Step 2, or from the Class Members' Special Needs Fund (see FAQ 24). In the rare circumstance that a city with a share of less than \$500 lies in a county that does not have a county government, the amount would instead go to the Class Members' Special Needs Fund, and Class members could seek recovery from that Fund.

Further information about the allocation formulas and their data sources are available at the Class website.

**Questions? Visit [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info)**





will likely not be able to exclude yourself from the Class at that time. An objection explains your concerns to the Court for its consideration but does not remove you from the Class.

#### **17. How long will the Negotiation Class last?**

The Negotiation Class will last for 5 years from the date it is certified by the Court. The Court certified the Class on September 11, 2019 and the Negotiation Class will last until September 11, 2024. After that date, the Class will not exist as an entity with which a Defendant can negotiate. However, the Negotiation Class will continue to exist with regard to: (1) any Class settlements presented to the Negotiation Class for a vote before that date, to carry out the voting and approval process; and (2) any Class settlements reached before that date, to complete settlement administration and enforcement.

### **VOTING**

#### **18. If there is a proposed Class settlement, how will the voting be done?**

Each Class Member will vote only once on any particular Class settlement proposal. The vote will simply be yes-or-no, in favor of or against the proposed settlement. Class Members that do not vote will not be counted as either yes or no votes; as with an election for government office in the United States, the only votes that are counted are those of the voters who actually cast votes. Class Members' votes will be tabulated mechanically within each applicable voting pool, to make sure that 75% of each pool is in favor of the proposed settlement before it is presented to the Court. The voting pools are described in FAQ 19. Voting tabulation does not require any effort by the Class Members. The requirement of 75% support of voting Class Members across the different voting pools ensures that no settlement will go forward without a wide cross-section of support from cities and counties of all sizes and interests.

#### **19. If there is a proposed Class settlement, how many votes are needed to approve it?**

The agreement to be bound by a supermajority vote means that no settlement can be reached that would bind the Negotiation Class without the approval of 75% of the voting Class Members, defined in several ways. To be binding, 75% of those voting in each of the following six categories must approve a proposed settlement:

- 75% of the total number of voting Class Members that had filed suit as of June 14, 2019 ("litigating entities"). This number is based on all individual Class Members who had suits on file regardless of size, so that each voting entity has one vote;
- 75% of the total number of voting Class Members that had not filed suit as of June 14, 2019 ("non-litigating entities"). This number is based on all individual Class Members who had not filed suit, regardless of size, so that each voting entity has one vote;
- 75% of the total population of all voting Class Members that had filed suit as of June 14, 2019. For this computation, the vote of the county or city is weighted according to its population, with each person in a voting city and each person in a voting county equal to one vote. Thus, by way of example, if a county votes yes and has a population of 20,000, and a city within the county votes yes and has a population of 10,000, the county's vote is weighted as 20,000 votes in favor, and the city's vote is recorded as 10,000 votes in favor. The population for each County or City will be based on current census data. The current data is presented on the Class website, [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info). Individual residents in this category may be counted twice, once as a resident of a municipality, and once as a resident of a county;



## THE NEGOTIATION CLASS PROCESS

### 13. Now that the Court has approved this process, what will happen next?

The creation of the Negotiation Class has these next steps:

- On **September 11, 2019**, Judge Polster, the federal judge overseeing all of the national opioids litigation, certified the Negotiation Class to go forward.
- On or before **September 20, 2019**, Class Action Notice will be sent via First-Class mail and posted to the Class website [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info) to all Class Members.
- Class Members have until **November 22, 2019** to decide whether to participate or to opt out of the Class. This is the “opt-out period.” All Class Members are automatically included in the Class. If a Class Member wants to participate, it does not need to do anything at this point. Only Class Members that wish to exclude themselves (“opt out”) and not participate in the Class must act: they must submit a copy of the enclosed Exclusion Request Form on or before **November 22, 2019**, using the instructions in FAQ 26.
- After the close of the opt-out period, the Court will enter an order confirming the Membership of the Class, saying who is in and who is out of the Class.
- After that, the Class will operate if, and only if, one or more of the Defendants wishes to negotiate with the Class as a whole through the Negotiation Class mechanism.
- If a proposed Class settlement is reached, the proposal will be submitted to the entire Class Membership for its approval or rejection in accordance with the voting formula (described in FAQ 18 and 19 below). If no proposed settlement is reached, the Class will not vote and will have no other role.

### 14. If my County or City chooses to participate in the Negotiation Class, how will it know when there is a proposed Class settlement?

All Negotiation Class Members will be given advance notice of any Class settlement offer, including details on its terms and conditions, and they will have an opportunity to vote on each settlement offer. Class Members will be able to cast their vote securely, through the Class website, which will establish a voting identity and portal for each Class Member. Only Class settlements achieving 75% approval votes, by number, by allocation, and by population, of the litigating and non-litigating Class Members that vote (as described in FAQ 19) will be submitted to the Court, which will make the final determination of whether to approve the settlement.

### 15. If there is a proposed Class settlement, does the Court still have to approve it?

Yes. If there is a proposed settlement that is approved by 75% of the voting Class Members, as described in FAQ 18 and 19, the Court will review and decide whether to approve it, under the Class action settlement approval process set forth in Federal Rule of Civil Procedure 23(e). Generally, the Court will assess whether any settlement is fair, reasonable, and adequate. All applications for fees and costs also require court approval under Rule 23 procedures. (See [https://www.law.cornell.edu/rules/frcp/rule\\_23](https://www.law.cornell.edu/rules/frcp/rule_23).)

### 16. If there is a proposed settlement and my County or City is included in the Negotiation Class, but it disapproves of the settlement terms, can my County or City object to the settlement?

Yes. As a Negotiation Class Member, you will be entitled under Rule 23(e) to object to any settlement, even if it has received approval from the Class. However, as described in FAQ 27, you

**Questions? Visit [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info)**





## WHO IS IN THE CLASS

### 9. What entities are included in the Negotiation Class?

The Negotiation Class is defined as:

**All counties, parishes, and boroughs (collectively, “counties”); and all incorporated places, including without limitation cities, towns, townships, villages, and municipalities (collectively “cities”).**

**A complete current list of Class Members is available at [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info). The list may be updated as the Court may order.**

The terms “counties” and “cities” are used only as shorthand. The Class includes political subdivisions with other names, such as parishes, villages, towns, townships, etc. The list of Class Members was devised primarily from the U.S. Census Bureau lists of governmental entities that provide services to their residents. Check the Cities and Counties lists posted on the Class website to confirm whether you are a Negotiation Class Member.

### 10. Are counties and cities with state court-filed actions considered part of the Negotiation Class?

Yes. Counties and cities that sue in state court are Members of this Negotiation Class, with the option to opt out. However, nothing about Membership in the Negotiation Class interferes with the rights of any federal or state court plaintiffs to proceed with their own cases for litigation, trial, or individual settlement. Only if and when a Class settlement has been reached, has been approved by 75% of the voting Class Members as described in FAQ 19, and has been approved by the Court, would Class Members lose their ability to proceed on their own, in exchange for the settlement benefits that they would receive.

### 11. Will the Negotiation Class end the opioid litigation that my County or City has filed?

Not now and only if a Class settlement is later reached and approved. Your county’s or city’s Membership in the Negotiation Class will not immediately affect any opioid suit it has filed, whether in federal or state court. It also will not stop your county or city from filing or pursuing a lawsuit, and it will not affect any scheduled hearings or trials in any lawsuit. However, if there is a final Class settlement, approved by the required 75% of the voting Class Members and by the Court, the final settlement will likely end all other opioids-related litigation brought by Class Members. In the meantime, you do not need to opt out of the Class to file, continue to prosecute, or settle your own case, and you may keep any settlement or judgment you obtain. If any county or city obtains a judgment or settlement with a Defendant before the Negotiation Class does, however, it will not receive additional compensation through any later Negotiation Class settlement. But by remaining in the Class, your county or city does risk foregoing its own lawsuit (although it would obtain money from a Class settlement) if a Class settlement is reached and approved.

### 12. How does the Negotiation Class affect other types of opioid plaintiffs that are not counties or cities?

The Negotiation Class does not directly affect the litigation or settlement of the claims of other types of plaintiffs, such as Indian Tribes, third party payors, and others, that are proceeding in federal or state courts. These plaintiffs can organize themselves as groups or propose their own Classes, for trial or settlement purposes.



### 5. Who are the Defendants?

The Court has authorized the Negotiation Class to negotiate with 13 Defendants (including their affiliates): (1) Purdue, (2) Cephalon, (3) Endo, (4) Mallinckrodt, (5) Actavis, (6) Janssen, (7) McKesson, (8) Cardinal, (9) AmerisourceBergen, (10) CVS Rx Services, Inc., (11) Rite-Aid Corporation, (12) Walgreens, and (13) Wal-Mart. The Negotiation Class is authorized to negotiate settlements with any of these 13 Defendants, on any of the claims or issues identified below in FAQ 7, or other claims or issues arising out of the same factual predicate. If Class Counsel seek to negotiate for the Class with any other defendants, they can file a motion asking the Court to amend the Class certification order.

### 6. Has a Class settlement been reached with Defendants yet?

No. No Class settlement has been reached yet with any Defendant. But the existence of a Negotiation Class makes the possibility of Class settlement more feasible because a Defendant will know the group with which it is negotiating. There is no guarantee, however, that there will be a Class settlement and it is possible that there will be settlements that do not encompass the Class, such as settlements between one or more Class Members and one or more Defendants.

## THE CLASS CLAIMS AND ISSUES

### 7. What claims and issues are certified for the Negotiation Class?

In this Negotiation Class, the Court certified two federal Racketeer Influenced and Corrupt Organizations Act ("RICO") claims and two federal Controlled Substances Act ("CSA") issues. The RICO claims and the issues related to the CSA are similar across the country and the Class. The first RICO claim alleges that five Defendants misled physicians and the public about the need for and addictiveness of prescription opioids, all in an effort to increase sales. The second RICO claim alleges that eight Defendants ignored their responsibilities to report and halt suspicious opioid sales, all in an effort to artificially sustain and increase federally-set limits (quotas) on opioid sales. The CSA issues allege that the CSA required Defendants to create systems to identify, suspend, and report unlawful opioid sales, and that Defendants failed to meet those obligations. As noted in FAQ 5, above, the Negotiation Class is authorized to negotiate Class settlements concerning these claims and issues or other claims or issues arising out of the same factual predicate. **However, this Negotiation Class does not involve claims by State governments against the Defendants and no Class settlement will release or otherwise interfere with any State government's current or future litigation. This Negotiation Class concerns claims only of counties and cities.** You can read more about these claims and issues in the Court's Memorandum Opinion certifying this Class, which is posted at [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info).

### 8. Has the Court decided any claims or issues?

No. The Court has not decided any Classwide claims or defenses on the merits and the Court will not render any Classwide decisions on the merits of any claims asserted by the Class or individual Members of it. By establishing this Negotiation Class and issuing this notice, the Court is not suggesting the Class would win or lose this case. This Class has been certified for negotiation purposes only.





## BASIC INFORMATION

### 1. Why is a Negotiation Class being formed? What is its purpose?

The purpose of the Negotiation Class is to create a cohesive group of cities and counties to negotiate Classwide settlements, on a voluntary basis, with Defendants who make, distribute, or sell opioids nationwide. Class Representatives and Class Counsel will represent the Negotiation Class. Class Members will vote on any Class settlement proposal. If 75% of those Class Members who vote (as described in FAQ 18 and 19 below) support a proposed Settlement, Class Counsel will ask the Court to approve it. The ultimate purpose of the Negotiation Class is to make settlement easier to obtain.

### 2. Is this the first Negotiation Class Action?

Yes. This is a new use of the Class action mechanism under Federal Rule of Civil Procedure 23, reflecting the unique nature of the national opioids litigation. Unlike any mass litigation before, thousands of cities and counties nationwide are pursuing claims against major defendants. The goal is to recover money to help fight the opioids epidemic, provide prevention and treatment services going forward, and change Defendants' practices.

### 3. Why use a Class mechanism?

Joining all cities and counties together as a Negotiation Class gives them maximum negotiating power, makes the negotiation of comprehensive settlements a more practical process, enables Defendants to know the group with which they are negotiating, and enables Class Members to vote on resulting settlement offers.

### 4. Who are the Class Representatives?

The Court has authorized the following 49 counties and cities to serve as the Negotiation Class's Class Representatives: (1) County of Albany, New York; (2) City of Atlanta, Georgia; (3) Bergen County, New Jersey; (4) City of Baton Rouge/East Baton Rouge Parish, Louisiana; (5) Broward County, Florida; (6) Camden County, New Jersey; (7) Cass County, North Dakota; (8) City of Chicago, Illinois; (9) Cobb County, Georgia; (10) City of Concord, New Hampshire; (11) Cumberland County, Maine; (12) City of Delray Beach, Florida; (13) Denver, Colorado; (14) Escambia County, Florida; (15) Essex County, New Jersey; (16) County of Fannin, Georgia; (17) Franklin County, Ohio; (18) Galveston County, Texas; (19) County of Gooding, Idaho; (20) City of Grand Forks, North Dakota; (21) County of Hennepin, Minnesota; (22) City of Indianapolis, Indiana; (23) County of Jefferson, Alabama; (24) Jefferson County/City of Louisville, Kentucky; (25) Jersey City, New Jersey; (26) Kanawha County, West Virginia; (27) King County, Washington; (28) City of Lakewood, Ohio; (29) City of Los Angeles, California; (30) City of Lowell, Massachusetts; (31) City of Manchester, New Hampshire; (32) Maricopa County, Arizona; (33) Mecklenburg County, North Carolina; (34) The Metropolitan Government of Nashville and Davidson County, Tennessee; (35) Milwaukee County, Wisconsin; (36) Monterey County, California; (37) City of Norwalk, Connecticut; (38) County of Palm Beach, Florida; (39) Paterson City, New Jersey; (40) City of Phoenix, Arizona; (41) Prince George's County, Maryland; (42) Riverside County, California; (43) City of Saint Paul, Minnesota; (44) City of Roanoke, Virginia; (45) County of Rockland, New York; (46) City and County of San Francisco, California; (47) County of Smith, Texas; (48) County of Tulsa, Oklahoma; and (49) Wayne County, Michigan.



## FREQUENTLY ASKED QUESTIONS ("FAQS")

U.S. DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

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## YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

<p><b>STAY IN THE CLASS</b></p> <p><b>REQUIRES NO ACTION</b></p>	<p><b>Stay in the Class. Await the negotiation outcome, but retain the right to pursue your own lawsuit in the meantime. Give up certain rights if a Class settlement is reached and approved by the Class and Court, but get a share of any Class settlement.</b></p> <p>By taking no action in response to this Notice, you remain in the Class. As a Class Member, you will still retain your right to pursue your own case unless and until any possible Class settlement is approved by the Court. As a Class Member, you have the right to vote on any settlement proposed to the Negotiation Class. A settlement will not be accepted unless supported by 75% of the voting Class Members, counted by number, population, and allocation, for both litigating and non-litigating entities, and approved by the Court. Settlement funds will be distributed at the county level and each county's share – and city's suggested share – can be viewed now by utilizing the Allocation Map at the Class website, <a href="http://www.OpioidsNegotiationClass.info">www.OpioidsNegotiationClass.info</a>. If the Court approves any settlement, that judgment will prohibit Class Members from suing the settling Defendant(s) about the claims and issues in the litigation.</p>
<p><b>REMOVE YOURSELF FROM THE CLASS</b></p> <p><b>REQUIRES ACTION BY NOVEMBER 22, 2019</b></p>	<p><b>Get out of the Class. Get no portion of any settlement. Keep rights.</b></p> <p>Those who exclude themselves from the Class cannot vote on, will not have the right to be paid under, and will not be bound by, any Class settlement. You keep any rights to negotiate separately about the same legal claims in this lawsuit, even if the Court approves a settlement for the Class. Class Members may exclude themselves from ("opt out" of) the Class by having an authorized officer or employee complete and sign the Exclusion Request Form enclosed here and submit it on or before <b>November 22, 2019</b> by email or mail in accordance with the instructions in FAQ 26 below.</p>

- Class representatives and Class counsel will represent the Class in negotiations with Defendants who choose to do so. You may enter an appearance through an attorney (at your own expense) if you desire, but it is not required. Class Membership does not eliminate existing agreements with individual counsel. The procedure for payment of Class/common benefit attorneys' fees/costs in connection with any Class settlement must be approved by the Court. Details of the proposed options and procedures for fees and costs are posted on the Class website.
- For complete information on the Class, the settlement allocation formulas, the Class certification motion and Order, the list of included Class Members, the voting process to be used by the Class in accepting or rejecting any Class settlement offer, and an Allocation Map determining your allocation of any proposed settlement, go to [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info). Important information on the Opioids-related litigation, including all pertinent Orders and Schedules, and Frequently Asked Questions, will be available on the Class website on an ongoing and current basis.

**Your rights and options are further explained below.**

**Any questions? Read on and visit [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info).**

**DO NOT WRITE OR CALL THE COURT OR THE CLERK'S OFFICE FOR INFORMATION**

**Questions? Visit [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info)**



**CLASS ACTION NOTICE AND FREQUENTLY ASKED  
QUESTIONS ("FAQs")**

**To: All U.S. Counties, Cities, and Local Governments as  
listed at [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info)**

*A court authorized this notice. This is not a solicitation from a lawyer.*

- Counties and cities across the country have sued manufacturers, distributors, and retailers of prescription opiate drugs seeking, among other things, reimbursement for monies spent addressing the opioid crisis. All federal actions have been centralized into one court in Ohio and are entitled, In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio). Additional cases are pending in state courts.
- The Court in In re: National Prescription Opiate Litigation has certified a voluntary "Negotiation Class" ("Class"). The Class is defined as: **all counties, parishes, and boroughs (collectively, "counties"); and all incorporated places, including without limitation cities, towns, townships, villages, and municipalities (collectively "cities")**. The Class includes all counties and cities, whether they have filed a lawsuit or not. The complete current list of Class Members is available at the Class website: [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info). This list may be updated as the Court may order.
- **NO SETTLEMENT HAS BEEN REACHED. HOWEVER, IF YOUR COUNTY OR CITY STAYS IN THE CLASS**, it will be bound if a Class settlement is approved in the future. Your county or city will likely **NOT** be provided another opportunity to be excluded from this Class action, so you should read this notice carefully and consult with your counsel regarding your county or city's rights.
- The Court has certified two Racketeer Influenced and Corrupt Organizations Act ("RICO") claims under Rule 23(b)(3) and two Controlled Substances Act ("CSA") issues under Rule 23(c)(4). (see FAQ 7). The Class is certified solely to consider and vote on any future settlement offers made to the Class by one or more of 13 defendants (see FAQ 5). The purposes of the Class are (a) to unify cities and counties into a single negotiating entity to maximize their bargaining power and (b) to provide finality to opioids litigation for any settling Defendant.
- This Negotiation Class will not decide any claims or defenses in opioids litigation on the merits. It is certified as a Negotiation Class only, to facilitate Class Members' approval or rejection of proposed settlements. There are no proposed settlements at this time, and no guarantee that there will be in the future. **However, your legal rights are affected and it is recommended that you consult with counsel regarding the choice you have to make now.**





**City Administrator's Report  
as of October 10, 2019**

**Department Head Meeting:** Department Head meeting was held on Monday, October 7<sup>th</sup> at City Hall. Enclosed is a copy of the staff agenda in the council packet.

**Meeting with Story County Supervisor Lisa Heddens:** On September 23<sup>rd</sup>, Mayor Barker, Kerin Wright and I met with Story County Supervisor Lisa Heddens at her request to discuss the relationship with the City of Nevada and Story County. It was an opportunity for everyone to discuss the future possibilities of cooperation and recap what each organization could work to improve on the relationships between the city and county.

**Iowa League of Cities Conference:** On September 25<sup>th</sup> through the 27<sup>th</sup>, Mayor Barker, Ric Martinez, Ray Reynolds and I attended the Iowa League of Cities Annual Conference in Dubuque, Iowa. I thought the program topics were useful in what is taking place in the City of Nevada as well as some new possibilities.

**Main Street Nevada Program Visit and Public Forum:** On October 1<sup>st</sup> and 2<sup>nd</sup>, the Main Street Nevada hosted the State of Iowa Main Street Representatives with a tour of our main street district and several educational topics. There was also a public presentation that was very well attended which included the announcement of Henry Corbin as the Executive Director of MSN.

**Burke Development Agreement Phone Conference:** On Monday, October 7<sup>th</sup>, I participated in a phone conference with John Danos as we continue to work to finalize the Burke Development agreement. John Danos has drafted some language in regards to the WWTF cost share between Burke and the City. I have asked HR Green to review the language to make sure we have the correct loading limits relating to Burke current and projected usage request. We continue to make headway on the agreement and will try to get it completed prior to November 12<sup>th</sup>.

**Health Insurance Committee Meeting:** On October 9<sup>th</sup>, the employee health insurance committee met with Debbie Dean with OneSource to discuss the upcoming December 1 health insurance renewal. There were some positive changes in being able to purchase a policy in the 51-100 employee market. This year's upcoming premiums went down significantly, so the group elected to remain with Benefit Source and Wellmark. We are going to discontinue TASC and enroll in Wage Works for our flexible spending account provider. TASC recently went through a new software update and the service from them has really declined and caused numerous issues for our employees trying to utilize their benefits. Open enrollment employee meeting is set for October 30<sup>th</sup> at 8:30 am.

**South Glen Development and IRUA Update:** Since the September 23, 2019 council meeting, I have asked Larry Stevens to review the type of water main pipe that IRUA uses and wanted to use within the South Glen Subdivision. Larry has determined that the pipe is not approved by SUDAS. In review of our City requirements, Resolution No 57 (2004/2005) adopts the SUDAS standards for all public improvements with the City of Nevada. It is the understanding of the City of Nevada that FOX Engineering is designing the public improvements to SUDAS Standards, but we have not received those plans to date. Therefore, I will be reaching out to Jim LaPlant to inform him the city is not willing to accept the Amendment to the 2007 Agreement by allowing the IDNR Approved Standard Specifications. In regards to the annexation process, we received a letter from the State of Iowa, Secretary of State that the annexation request has been filed. I have included a copy with my report.

**Upcoming Events when I am not in the office...**

October 18<sup>th</sup> -24<sup>th</sup> – ICMA Conference in Nashville, TN

November 11<sup>th</sup> – City of Nevada Offices Closed for Veteran's Day (Council meeting will be 11-12-19)

## STAFF MEETING AGENDA

Monday, October 7, 2019

9:00 A.M

City Hall Conference Room

A. Welcome/Handouts:

B. Council Meeting Agenda: All packet materials and agenda items are due by noon on Wednesday. If not received, the item will be postponed until the following meeting.

1. Staff Reports – Include meeting minutes and permits with packet and reports
  - a. 1<sup>st</sup> Meeting – Shanna, Ric and Kerin
  - b. 2<sup>nd</sup> Meeting – Shawn, Mike and Tim
2. Memo vs. Action Form –
  - a. Memo – Updates, Old Business, Resolutions
  - b. Action Form – Discussion, New Business, and Purchases
3. Council Meeting Attendance – If you have an item on the agenda, you are expected to attend the Council meeting, unless pre-excused

### Old Business

A. One Organization – How have you helped another department this last week? How can you help in the next few?

Noteworthy – Anyone gone above and beyond to create a team working environment, or included someone or another department on a project, that is worthy of receiving a thank you note: *Tim- Street for painting Handicap spots at SCORE and Mike for allowing Jayson to help mow in SCORE and Water Department at the pool. Ric thanked Street for patching E Ave.*

B. Newsletter articles for November are due October 15<sup>th</sup>

- a. Park and Recreation – Tim and Rhonda- Thanksgiving Luncheon
- b. Library News–Shanna
- c. Chamber and Community Events – Donna
- d. Coffee with the Council – Dane
- e. Snow Emergency Information – Jeremy/ Ric
- f. Sump pumps - Shawn

C. ICS 100 & 700 Classes – *needing 12 staff certificates yet, please get them turned in for their employee file.*

D. W Ave & S D Ave Paving update – *Shawn, close to paving S. D Ave; W Ave is still pretty wet due to minor dirt work.*

E. South Glen Development Annexation changes – *discovered we did not have to have annexation board approve as the property is not within 2 miles of another municipality. Secretary of State approves this annexation, have filed the annexation.*

F. South Glen Development – IRUA IDNR vs. SUDAS standard, *have asked Larry to review this issue for an opinion.*

G. Budget – CIP Planning session after staff meeting – *goal is to get an up to date list of projects with a modern cost estimate.*

H. Re- codification update – *Kerin sent out 9-16 need to get any request asap – please review any codes you think need changed and get those changes to Kerin asap.*

### New Business

- A. Library Park Benches – *Rotary and Friends of Library purchased 2 benches for the park near the library; Shanna will work with Streets for installation. Nice addition to the park.*
- B. City Administrator search update – *Profile has been sent out and posted, deadline is 10-30-19.*
- C. Downtown Sprinkler requirements discussion – *Main Street Iowa is asking to see what requirements will be needed for upper story housing. Assigned Ray and Shawn to work on what expectation the city should require.*
- D. Opioid Class Action Lawsuit – *City has been sent information to join the suit to recover expenses related to the cause.*

### Updates

- A. Public Safety-Police – *new officers still at the academy; Officer Springer resigned, have 1 candidate to offer out for Jan academy.*
  - a. Fire – *will be picking up new tablet from the grant award and looking at work gloves for FD grant opportunity.*
- B. Library – *was at conference last week. Out of state candidate declined the child librarian offer, will re-open.*
- C. Park and Rec/Wellness – *met with Jeff Harris last week to go over RFP items; NPSD still interested in Gates; Ames CVB was awarded the 2021 National Tournament again, will be assisting as well at the State Games in 2021.*
- D. Public Works – *part of clarifier repaired, need more onsite welding; Jayson will begin WW training next week at DMACC.*
- E. Streets Department – *done painting; patching holes yet; Hydro Kleen coming this week, smoking sewer maybe end of week*
- F. Water Plant – *Shawn Ludwig out for funeral leave*
- G. P&Z/Projects Update – *P&Z will be looking at garage sizing & Preliminary Plat for some townhomes at 1238 G Ave; car wash by middle school is looking to add a bay to the west.*
- H. City Clerk – *be thinking of equipment revolving needs, budget worksheets going out this week.*

P.120



PAUL D. PATE  
SECRETARY OF STATE



LUCAS BUILDING  
DES MOINES, IOWA 50319

October 9, 2019

Kerin Wright  
Nevada City Director  
PO Box 530  
Nevada, IA 50201

Re: Resolution: 009 (2016/2017)

Dear Ms. Wright:

You are hereby notified that the resolution, plat map, and legal description pertaining to the voluntary annexation of territory to the City of Nevada, which was approved by the city October 10, 2016 has been received and filed by this office as required by Iowa Code section § 368.7. You may consider the annexation filed.

In accordance with § 368.1(15) and § 368.7A the territories extend to the center line of all secondary roads adjacent to the above described properties.

Iowa Code 312.3(4) requires the mayor and city council to certify the population of any annexed territory, as determined by the last certified federal census, to the treasurer of state in order for apportionment of street construction funds to be adjusted.

Please review your city's precinct ordinance (if any) and confer with your county auditor to ensure this territory is assigned to the correct election precinct and/or ward (if any).

If you have questions or concerns about this communication, please let me know.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mel Shellenberger".

Melanie Shellenberger  
Iowa Secretary of State's Office  
321 E. 12<sup>th</sup> St.  
Des Moines, IA 50315  
Melanie.Shellenberger@sos.iowa.gov

Cc: Annexations, Iowa Department of Transportation  
Matt Rasmussen, City Development Board Administrator



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1209 6th Street  
P.O. Box 530  
Nevada, IA 50201-0530



**City of Nevada**

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Kerin Wright  
City Clerk  
Phone: (515) 382-5466  
Fax: (515) 382-4502  
kwright@cityofnevadaiaowa.org

October 2019

TO: Mayor - City Council Members  
City Administrator Matt Mardesen

FROM: Kerin Wright, City Clerk

The Street Finance Report has been filed with the Iowa Department of Transportation.

Staff has begun the budget process. The Equipment Revolving Worksheets were sent out to department heads and due back at the end of September. We are preparing the Budget Worksheets this week to send to department heads to be returned by the beginning of November. Staff held a CIP Planning Session on October 7<sup>th</sup> after the regular staff meeting. We are trying to complete these worksheets ahead of the timeframe from last year because of the additional hearing notice required by new legislation (SF634) passed.

The Budget Timeline was sent out last meeting and there is already a change needed. On the new attached timeline, the Budget Workshop is scheduled for 1/27/2020 (immediately following the regular scheduled council meeting). Noted on the Timeline it says (\*this date may change). The reason for this is that is a whole week earlier than the budget is normally ready. Hopefully this won't be a problem. However, with the timing of when the valuations are released from the county it will make for quick work to get everything in line. Every effort will be made to have this accomplished by then.

Staff has been preparing for our annual Insurance Renewal December 1. Because of our employee numbers we were able to move up into the over 50 category and it opened up additional choices. Our employee meeting is scheduled for Wednesday, October 30<sup>th</sup>.

I will be attending Dorsey and Whitney's TIF Workshop on Wednesday, October 16<sup>th</sup> from 1-4 p.m. and then on Thursday and Friday, October 17<sup>th</sup> and 18<sup>th</sup> is the IMFOA (Iowa Municipal Finance Officers Association) Conference in Des Moines.

**UPCOMING REPORTS:**

Annual Financial Report  
Urban Renewal Report

\*Previous City Budgets can be found on the Department of Management website:  
[https://dom.iowa.gov/city\\_budgets](https://dom.iowa.gov/city_budgets)

**FY20/21 Budget,  
 LOT, Hotel/Motel, Equipment Replacement  
 and Capital Improvement Planning Timeline  
 September 2019 – March 2020**

<b>September 2019</b>	Public Works begins CIP planning. Equipment Replacement (15 year outlook) and Capital Improvement Project worksheets go out to the department heads. One-on-one meetings with City Administrator, if needed. Meet with Insurance Rep & Committee and <b>Wellness Committee</b> . Staff sends applications to Human Service Organizations (9/23/19)
<b>10/1/19</b>	Budget worksheets go out to Department Heads. Equipment Revolving worksheets due back to administration
<b>10/14/19</b>	City Administrator, City Clerk to meet with Council Budget Committee (Mayor Barker, Hanson and Spence) immediately following regular council meeting to review and discuss an overview of the city's budget process. City staff will need requests from Human Service Organizations turned in by 10/14/19.
<b>11/1/19</b>	Budget worksheets due from Department Heads. Staff to meet with HS Committee to hear presentations by the Organizations requesting funding at 3 P.M.
<b>11/4/19</b>	City Administrator and City Clerk to Meet. City staff finalize LOT and H/M spreadsheets for the Council Budget Committee.
<b>11/12/2019</b> <b>*Note this is a Tuesday b/c of Holiday</b>	City Administrator and City Clerk to meet with Council Budget Committee (Mayor Barker, Hanson and Spence) specifically on recommendations for the Human Service Groups, CIP Projects, LOT and TIF Projections. (Meet from 5:00-6:00 p.m. BEFORE the City Council meeting)
<b>11/20/19</b>	Human and Community Service Committee to meet to make a recommendation.
<b>12/2-12/6/19</b>	City Administrator/City Clerk to meet with each department head.
<b>12/16/19</b>	City Administrator and City Clerk to review all budget docs.
<b>12/9/19</b>	City Administrator and City Clerk to meet with Council Budget Committee (Mayor Barker and Council Members Hanson and Spence). Human Services committee will make recommendation to Council Budget Committee. (Committee meet briefly before council meeting at 5:00 p.m.).
<b>1/13/20</b>	Council Committee and Staff will present recommendations to full council based on Local Option Tax, Hotel/Motel, and Tax Increment Financing revenues and City Capital Improvement Projects proposed.
<b>1/27/20 *Tentative</b>	Special Council Meeting – Budget Work Session after the regular scheduled meeting. (*This date may change)
<b>2/10/20</b>	Set PH for February 24th to discuss/direct appropriate follow-up on the FY20-21 Maximum Property Tax Hearing-authorize publication. Publish Notice 2/13 (send to paper early).
<b>2/24/20</b>	Hold PH-Maximum Property Tax for FY20/21 and approve Reso. Set PH for FY20/21 Budget for 3/23/20. Publish 3/5/20
<b>3/23/20</b>	Hold PH -FY20/21 Budget, approve Budget Reso
<b>3/31/20</b>	Filing Deadline for FY20/21 Budget

Created 9/20/19





For: October 14, 2019 Council Meeting

To: Mayor  
Nevada City Council  
City Administrator

From: Shanna Speer, Library Director

### **Nevada Public Library Council Report**

#### **Children's Librarian Update:**

Our potential candidate declined our offer. We have opened the position again and it will remain open until we find the right candidate. For the time being, staff are filling in for storytimes that will resume October 21. We are alternating our kids and teen after school programs each week. Classes that visit from the school will still be visiting to check items out.

#### **Benches:**

Nevada Rotary and Friends of the Library each purchased a bench that will be placed in our park. The Streets Department has been helpful with picking up the benches and putting them together.

#### **Upcoming Programs:**

##### **Friends of the Library Book Sale (Library Basement)**

*Friday, October 25<sup>th</sup> 10:00am – 4:00 pm and Saturday, October 26<sup>th</sup> 10:00 am – 3:00 pm*

- Visit the library and pick up a few books for your personal collection! Most items are less than a dollar, and all proceeds go to the Friends of the Nevada Public Library.

##### **Horrorgrami**

*Tuesday, October 29<sup>th</sup> 4:30-6:30pm*

- Come to the library to learn how to fold spooky origami shapes like bats, pumpkins, and ghosts. All ages are welcome to drop in throughout the event.

##### **Breakout: It's Alive!!**

*Wednesday, October 30, 3:45 pm (instead of Library Out Loud)*

- In this escape-room-style event, Dr. Frankenstein has big plans to assemble a monster, but he can't do it alone. Can you help bring the creature to life in time for Halloween?

##### **Earth's Bounty in Iowa: Then and Now**

*Thursday, November 7<sup>th</sup>, 7:00 - 8:30 pm*

- Learn about the agricultural heritage of Iowa from two guest speakers: a professor of history and a farmer storyteller.

#### **Staff Upcoming Continuing Education:**

- Linda will be attending the Iowa Genealogy Society fall conference in Des Moines October 11-12.



- On October 16, I will attend a State Library-sponsored Library Circuit focused on advocacy in Coralville.
- Brittany will participate in Public Library Support remote courses for 5 weeks starting late October 23.

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LIBRARY BOARD OF TRUSTEES MONDAY, SEPTEMBER 16, 2019, 5:00 P.M.

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Chairperson Adam Riedell presided and convened the regular meeting of Nevada Library Board of Trustees on Monday, September 16, 2019 at 5:02 p.m. at the Nevada Public Library, 631 K Avenue, Nevada, Iowa. The agenda was posted on the official bulletin board in compliance with the open-meeting law.

The roll was called indicating that the following named Trustees were present and absent. Present: Lisa Easley, Eric Gabrielson, Elizabeth Klaes, Peter Korsching, David Morris, and Adam Riedell. Absent: Allison Severson (arrived at 5:12 p.m.).

Others in attendance were Library Director Shanna Speer, Assistant Library Director Amanda Bellis, and Donna Mosinski.

Motion by Board Member Lisa Easley, seconded by Board Member Eric Gabrielson, to approve the agenda as posted. The roll being called, the following named members voted. Ayes: Easley, Gabrielson, Klaes, Korsching, Morris, and Riedell. Nays: None. Chairperson Adam Riedell declared the motion carried.

There was no one present who wished to address the Board at this time.

Motion by Board Member Peter Korsching, seconded by Board Member Elizabeth Klaes, to approve the following consent agenda items as submitted:

- (1) Approve **minutes** of the August 19, 2019 regular meeting
- (2) Approve September 2019 **claims** totaling \$8,158.93 (see attached list)
- (3) Accept and place on file the Director's **memo** dated September 13, 2019
- (4) Accept and place on file the August 2019 **financial report**

The roll being called, the following named board members voted. Ayes: Korsching, Klaes, Morris, Riedell, Easley, and Gabrielson. Nays: None. Chairperson Adam Riedell declared the motion carried.

Motion by Board Member Eric Gabrielson, seconded by Board Member Lisa Easley, to approve the Equipment Revolving/CIP Budget for FY 2020/2021. The roll being called, the following named board members voted. Ayes: Gabrielson, Easley, Klaes, Korsching, Morris, and Riedell. Nays: None. Chairperson Adam Riedell declared the motion carried.

Allison Severson arrived at 5:12 p.m.

The board reviewed the Volunteer Policy and the Community Service Volunteer Policy. It was discussed whether or not to have background checks on volunteers. Shanna will talk to the City Attorney and Police Department about background checks. She can add to the application that the volunteer may be subject to a background check.

For the board's Continuing Education, the board watched Habit #4 – Tech Savvy Trustee from the 7 Habits of Effective Library Boards and had discussion about what is offered at the Nevada Public Library for 20 minutes.

Library Director Shanna Speer reported on:

- Shanna showed the board the proposed branding from the Nevada Rebranding committee.
- Shanna and Amanda went to a conference in Vermont. They agreed that there were a lot of good discussions.
- Allison's students are working on the library's website in preparation to convert it to a new platform.

The next meeting will be held at 5:00 p.m. Monday, **October 21, 2019** in the Library Meeting Room.

There being no further business to come before the Board, it was moved by Board Member Lisa Easley, seconded by Board Member Allison Severson, to adjourn the meeting. The roll being called, the following board members voted. Ayes: Easley, Severson, Gabrielson, Klaes, Korsching, Morris, and Riedell. Nays: None. Chairperson Adam Riedell declared the motion carried. At 5:53 p.m. he adjourned the meeting.

ATTEST:

\_\_\_\_\_  
Lisa Easley, Secretary

\_\_\_\_\_  
Adam Riedell, Chairperson





*Josh Cizmadia*  
*Police Sergeant*

*Chris Brandes*  
*Police Sergeant*

## **NEVADA PUBLIC SAFETY DEPARTMENT**

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

*Ricardo Martinez II*  
*Public Safety Director*  
*Chief of Police*



*Ray Reynolds*  
*Director of Fire & EM*

*Cathy Jager*  
*Chief's Assistant*

**To:** Mayor and City Council

**From:** Ricardo Martinez II, Public Safety Director/Chief of Police

**Date:** Wednesday, October 9<sup>th</sup>, 2019

**Ref:** Report for City Council Meeting for Monday, October 14<sup>th</sup>, 2019

### **Staffing**

Sgt. Josh Cizmadia was at ILEA recently checking on their progress. Both are doing well. Graduation is Friday, December 13<sup>th</sup>, 2019.

Kelli Springer has resigned. Her last day with NPSD was September 26<sup>th</sup>, 2019. She is now employed with the Polk County Sheriff's Office.

There is one candidate left on our list. He has a conditional offer until the end of the year. There is a seat at the January 2020 ILEA Academy if all goes well.

### **Sex Offender Registry Verification**

Compliance checks are done on monthly by the NPSD as staffing and calls for service allow.

### **Parking Tickets**

City Attorney Erin Clanton is working on the 28E Agreement with the Story County Attorney's Office on behalf of the Story County Treasurer. We hope to have that finalized soon. Cathy Jager has been working with printers for new parking tickets. Once the City Council approves the agreement and new parking ticket fees the new parking tickets will be ordered.

### **Movie Night In The Park**

With the great success of Chalk the Block, NPSD Officers will be hosting a movie night. This will take place starting at 6:00pm on October 17<sup>th</sup>, 2019, in the Lincoln Jefferson Highway Heritage Park. There will be free hot chocolate and popcorn for all attendees.

Respectfully submitted,

Ricardo Martinez II  
Public Safety Director  
Chief of Police



# NEVADA PUBLIC SAFETY DEPARTMENT

1209 6<sup>th</sup> Street - P.O. Box 530 Nevada, Iowa 50201 Tele: 515-382-4593

*Ricardo Martinez II*  
Public Safety Director  
Chief of Police



*Josh Cizmadia*  
Police Sergeant

*Ray Reynolds*  
Director of Fire & EMS

*Chris Brandes*  
Police Sergeant

*Cathy Jager*  
Chief's Assistant

## MEMORANDUM

TO: Ricardo Martinez, Public Safety Director

FROM: Ray Reynolds, Director of Fire and EMS

DATE: Oct 3, 2019

REF: Activity report for Trustees, City Council and Honorable Mayor.

Total Calls to date for 2019: 559

Fire calls for Sept. 2019: 0

EMS calls for Sept. 2019: 48

Good intent calls for Sept. 2019: 13

Community Events for Sept. 2019: 3

Narcan administered this month: 0

### FEMA GRANT AWARD

This month the City of Nevada was notified we received the FEMA Assistance to Firefighters Grant (AFG). The department requested \$24,000 to be used for hoods and fire rated gloves. The grant amount awarded was \$8,800 to fund 74 pair of fire gloves and 74 protective Nomex hoods. NFPA standards require every firefighter have access to two pair of fire gloves and two protective hoods. We were hoping to get gloves for all members with this grant but the award was specifically reduced to cover only structural firefighters, not EMS or Rehab technicians. FEMA only pays \$80 for fire gloves compared to the actual cost of \$97 per pair. While the amount was reduced, it still fills a need to equip our firefighters with gloves properly sized for our members.





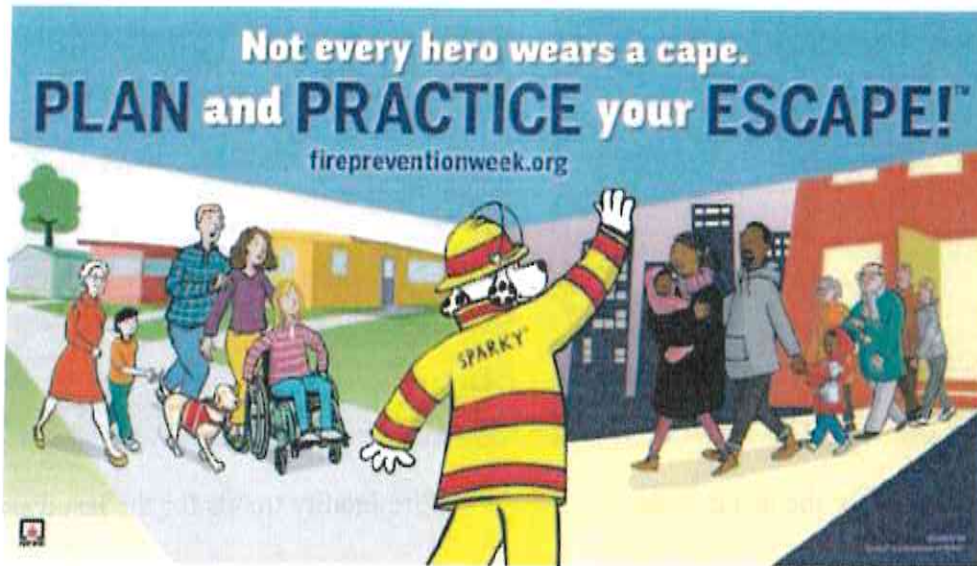
The department will be trying various fire rated gloves and extrication gloves with an action form to purchase coming before the council in the near future.

#### FIRE PREVENTION ACTIVITIES

The fire department will be conducting our annual fire prevention activities October 10<sup>th</sup>. We are on our fourth year of the coloring and essay contest. The coloring contest involves children K-3<sup>rd</sup> grade coloring a fire engine and grades 4-5 completing an essay writing assignment answering the question, "What is Fire Prevention?"

The seven winners from Central Elementary School will be picked up at their residence by a fire engine. Story County Medical Center has again agreed to sponsor the free breakfast for the kids. From the breakfast we transport the contest winners to school to conduct our fire prevention activities. Lt. Jessica Lochart handles our community outreach activities and will be heading up the prevention activities this year with several members helping out. Below is this year's national fire prevention theme.



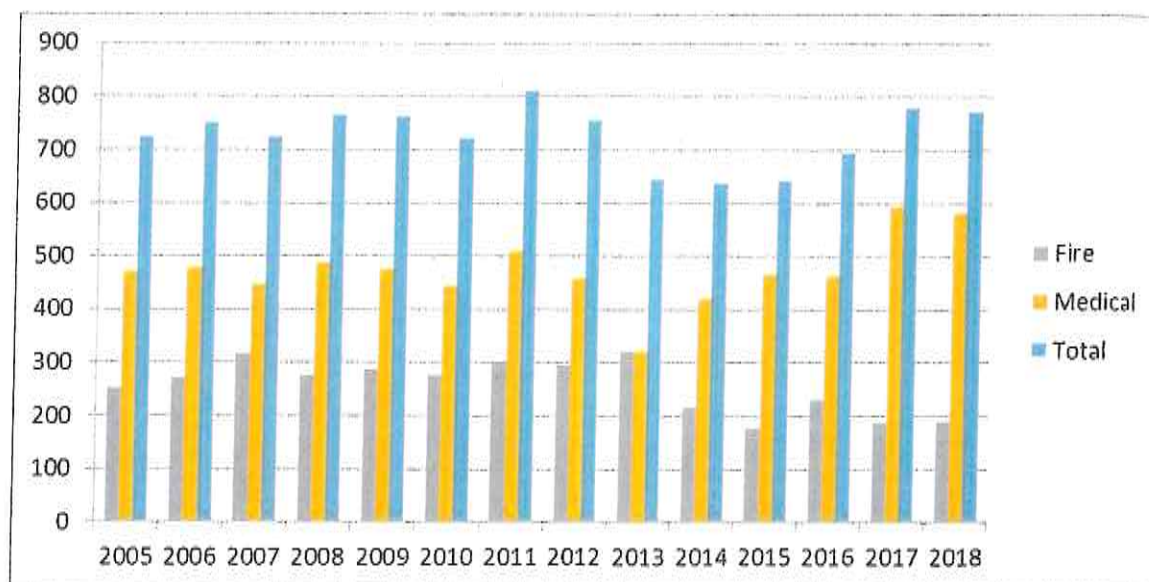


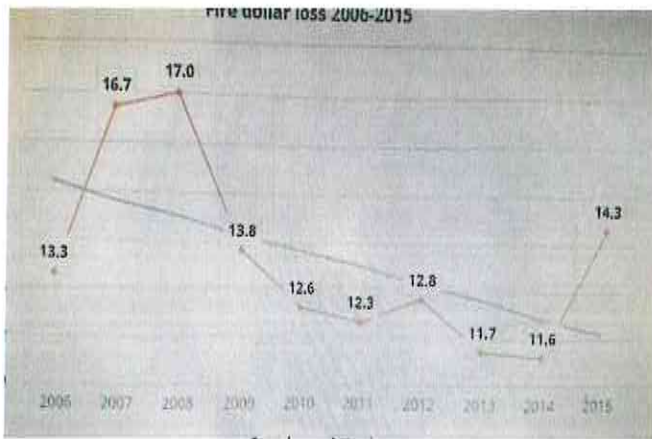
### TRENDS AND THE FUTURE

This was added last December for visibility. EMS calls still are the bulk of our responses and there is little indication they will decline. While we enjoyed not having a single actual fire event in September, there is a national upward trend in the number of fire deaths. We are not immune as Nevada experienced a fire fatality last month.

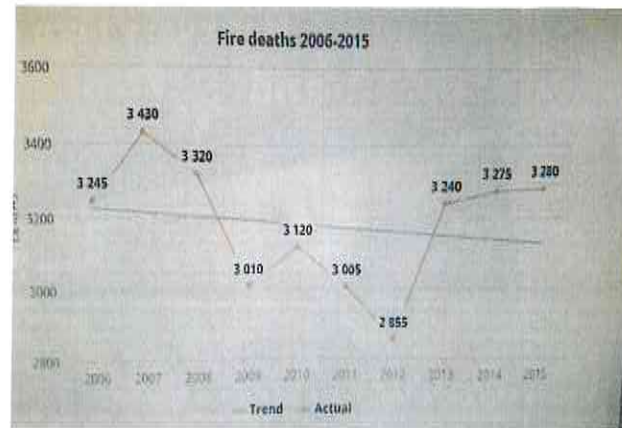
The department is increasing our fire suppression training as we monitor the national trends pertaining to fire. Both fire fatality numbers and fire dollar losses are trending upward while the number of fires is slightly lower.

*One thing to note, in 2014 we changed the way Nevada reported their responses. In the past, the previous Chief counted a medical and a fire call as two separate calls even if both fire and EMS were called to the same call. For instance, a car crash was given two numbers because a fire engine was dispatched as well as EMS. This duplicated our numbers making them inflated. From 2014 until today, this graph serves as a more accurate representation of our call trends.*





Fire dollar loss trends for the last decade



Fire fatality trends for the last decade

So why does this matter? Despite aggressive fire prevention and community risk reduction efforts, the fire service is seeing fire events grow in size with greater damage despite the reduction in the number of actual fire events. The Nevada Fire Department will be participating in two house burn training events yet this fall. The department continues to have live fire training at our training conex buildings. We will be burning a house on the corner of 10<sup>th</sup> and F Ave. If people ask why the department trains in acquired structures, it is important you be armed with the data on what is happening during fires.

Our members have on average 49 hours per member of live fire training. While EMS calls happen more frequently, fire calls are more likely to have negative consequences due to the rapid nature of our fires.