



**AGENDA**  
**REGULAR MEETING OF THE NEVADA CITY COUNCIL**  
**MONDAY, FEBRUARY 22, 2021 – 6:00 P.M.**  
**NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6<sup>TH</sup> STREET**

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

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

<https://us02web.zoom.us/j/87961733099?pwd=UERoTDIiUXZHCzZlQl9ML0ZOeElOdz09>

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

Webinar ID: 879 6173 3099      Password: 287321

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

***Please call City Hall at 515-382-5466 or email [kwright@cityofnevadaiaowa.org](mailto:kwright@cityofnevadaiaowa.org) by 4:00 p.m. Monday, February 22, 2021***

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. PUBLIC HEARING(S)
  - A. FY21/22 Maximum Property Tax Levy
    1. Public Hearing
    2. Resolution No. 074 (2020/2021): A Resolution approving the Fiscal Year 2021/2022 Maximum Property Tax Dollars for the City of Nevada, Iowa
5. Austin Peters Report and Recommendations, presented by Elizabeth Tatarko

6. 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 February 8, 2021
- B. Approve Payment of Cash Disbursements, including Check Numbers 75194-75266 and Electronic Numbers 901-903 (Inclusive) Totaling \$420,571.61 (See attached list)
- C. Approve Class "B" Wine Permit (Carryout Wine), Class "C" Beer Permit, and Sunday Sales Privileges for DolgenCorp, LLC, d/b/a Dollar General Store #1536, 1705 South B Avenue, Effective March 1, 2021
- D. Approve Class "C" (LC) (Commercial) Liquor License, Outdoor Service and Sunday Sales Permit for Tabloo LLC (Jason Crimmins) d/b/a Lincoln Tap, 835 6<sup>th</sup> Street, Effective February 28, 2021
- E. Schedule Public Hearing on Fiscal Year 2022 Budget for March 22, 2021 at 6:00 p.m. and Authorize Publication of Notice on March 4, 2021
- F. Schedule Public Hearing on Fiscal Year 2022 Capital Improvements Program for March 22, 2021 at 6:00 p.m. and Authorize Publication of Notice on March 4, 2021

7. 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. Nevada Economic Development Director John Hall to present the Business Retention & Expansion Report for 2020

8. OLD BUSINESS

- A. Ordinance No. 1016 (2020/2021): An Ordinance amending Chapter 66 Load and Restrictions, second reading
- B. Approve Work Order; Scope of Services/HR Green, Inc. for Cemetery Mapping in an amount not to exceed \$8,000

9. NEW BUSINESS

- A. Resolution No. 075 (2020/2021): A Resolution supporting Story County's Immediate Opportunity RISE Grant Application for Verbio Nevada LLC's Project Improvements
- B. Resolution No. 076 (2020/2021): A Resolution of Intent to Commit \$4.5 Million Dollars to the Nevada Fieldhouse Project
- C. Resolution No. 077 (2020/2021): A Resolution Approving the PreConstruction Agreement with the Iowa Department of Transportation for County Road S14 over US 30 Bridge
- D. Approve HR Green Professional Services Agreement for the Wastewater Treatment Facility Improvements-Phase 2, Construction Phase Services not to exceed \$2,075,000

E. Approve City of Nevada Administrative Policy, Street Patching/Repair

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

11. ADJOURN

The agenda was posted on the official bulletin board on February 18, 2021, in compliance with the requirements of the open meetings law.

Posted \_\_\_\_\_

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

W:\OFFICE\COUNCIL\AGENDAS-COUNCIL\2020-2021\2021-02-22.DOC



MEMO  
REGULAR MEETING OF THE NEVADA CITY COUNCIL  
MONDAY, FEBRUARY 22, 2021 – 6:00 P.M.  
NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6<sup>TH</sup> STREET

8. OLD BUSINESS

- A. Ordinance No. 1016 (2020/2021): An Ordinance amending Chapter 66 Load and Restrictions, second reading  
**Enclosed you shall find an ordinance to amend the current truck routes to include different routes for vehicles 8 tons or more.**
- B. Approve Work Order; Scope of Services/HR Green, Inc. for Cemetery Mapping in an amount not to exceed \$8,000  
**Enclosed you shall find an agreement with HR Green to transfer existing Cemetery mapping information for the Nevada Cemetery in GIS**

9. NEW BUSINESS

- A. Resolution No. 075 (2020/2021): A Resolution supporting Story County's Immediate Opportunity RISE Grant Application for Verbio Nevada LLC's Project Improvements  
**Enclosed you shall see a resolution for support to help with construction of streets and utilities to improve infrastructure on 220<sup>th</sup>.**
- B. Resolution No. 076 (2020/2021): A Resolution of Intent to Commit \$4.5 Million Dollars to the Nevada Fieldhouse Project  
**Enclosed you shall see a letter of intent commit earmarked funds to the fieldhouse in order to help the success of the Iowa CAT Grant.**
- C. Resolution No. 077 (2020/2021): A Resolution Approving the PreConstruction Agreement with the Iowa Department of Transportation for County Road S14 over US 30 Bridge  
**Enclosed you shall see an agreement between the City of Nevada and IDOT to work jointly and to propose pave and grade on S14 as well as construct a trail along the realigned S14.**
- D. Approve HR Green Professional Services Agreement for the Wastewater Treatment Facility Improvements-Phase 2, Construction Phase Services not to exceed \$2,075,000  
**Enclosed you shall find an agreement with HR Green to provide professional services for the construction of this complex wastewater treatment facility.**
- E. Approve City of Nevada Administrative Policy, Street Patching/Repair  
**Enclosed you shall see an administrative policy to set forth criteria to be followed for work patching streets by contractors during work in the City's ROW**

Proof Of Publication in  
NEVADA JOURNAL

Item # 4A  
Date: 2/22/21

CITY OF NEVADA  
1209 6TH STREET  
NEVADA, IA 502010530

STATE OF IOWA, STORY COUNTY

I, *Heather Allen*, on oath depose and say  
that I am the Legal Clerk of NEVADA JOURNAL, a weekly  
newspaper, published at : Ames, Story County, Iowa that the  
annexed printed:

CITY OF NEVADA  
Tax Levy Notice

was published in said newspaper 1 time(s) on

February 11, 2021

the last day of said publication being the  
11th day of February, 2021

*Heather Allen*  
Legal Clerk

*Vicky Felty*  
Notary Public, State of Wisconsin, County of Brown

9/19/21  
My commission expires

sworn to before me and subscribed in my presence by this the  
11th day of February, 2021

FEE: \$82.50  
AD #: 0001390215  
ACCT: 37490

VICKY FELTY  
Notary Public  
State of Wisconsin

RECEIVED  
FEB 16 2021  
CITY OF NEVADA

**NOTICE OF PUBLIC HEARING – CITY OF NEVADA– PROPOSED PROPERTY TAX LEVY****Fiscal Year July 1, 2021 - June 30, 2022**

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

**Meeting Date:** 2/22/2021 **Meeting Times:** 06:00 PM **Meeting Location:** Nevada City Council Chambers and via Zoom

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)  
[www.cityofnevadaaiowa.org](http://www.cityofnevadaaiowa.org)

City Telephone Number  
(515) 382-5466

	Current Year Certified Property Tax 2020 - 2021	Budget Year Effective Property Tax 2021 - 2022	Budget Year Proposed Maximum Property Tax 2021 - 2022	Annual % CHG
Regular Taxable Valuation	262,548,035	269,995,018	269,995,018	
Tax Levies:				
Regular General	2,126,639	2,126,639	2,186,960	
Contract for Use of Bridge	0	0	0	
Opr & Maint Publicly Owned Transit	0	0	0	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.	0	0	0	
Opr & Maint of City-Owned Civic Center	35,444	35,444	36,448	
Planning a Sanitary Disposal Project	0	0	0	
Liability, Property & Self-Insurance Costs	114,825	114,825	119,430	
Support of Local Emer. Mgmt. Commission	0	0	0	
Emergency	70,888	70,888	72,899	
Police & Fire Retirement	0	0	0	
FICA & IPERS	345,605	345,605	392,692	
Other Employee Benefits	330,000	330,000	250,806	
<b>Total Tax Levy</b>	<b>3,023,401</b>	<b>3,023,401</b>	<b>3,059,235</b>	<b>1.18</b>
<b>Tax Rate</b>	<b>11.51561</b>	<b>11.19799</b>	<b>11.33071</b>	

**Explanation of significant increased in the budget:** Increase is due to an increase in employee benefits and salary.

**If applicable, the above notice also available online at:** [www.cityofnevadaaiowa.org](http://www.cityofnevadaaiowa.org) and [www.facebook.com/cityofnevadaaiowa/](https://www.facebook.com/cityofnevadaaiowa/)

\*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy.

\*\*Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

**Published in the Nevada Journal on February 11, 2021**

AT-0001390215-01

**RESOLUTION NO. 074 (2020/2021)**

**A RESOLUTION APPROVING THE FISCAL YEAR 2021/2022 MAXIMUM  
PROPERTY TAX DOLLARS FOR THE CITY OF NEVADA, IOWA**

WHEREAS, the City Council of the City of Nevada, Iowa, is preparing the Fiscal Year 2021/2022 Budget; and

WHEREAS, Iowa Code requires the City of Nevada, Iowa, to hold a public hearing regarding certain specified levies; and

WHEREAS, the City Council of the City of Nevada has considered the Proposed FY2021/2022 City Maximum Property Tax Dollars for the affected levy total, and;

WHEREAS, a notice concerning the proposed city maximum property tax dollars from certain levies was published as required and posted on the city web site and social media account; and

WHEREAS, a public hearing concerning the proposed city maximum property tax dollars was held on February 22, 2021 at 6:00 p.m.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Nevada, Story, County, Iowa, that the Maximum Property Tax Dollars for the affected tax levies for Fiscal Year 2021/2022 shall not exceed \$3,059,235. The Maximum Property Tax dollars requested in the total maximum levy for affected property tax levies for Fiscal Year 2020/2021 does not represent an increase of greater than 102% from the maximum property tax dollars requested in Fiscal Year 2020/2021.

**PASSED AND APPROVED** this 22<sup>nd</sup> day of February, 2021.

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

ATTEST:

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

Moved by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. 074 (2020/2021) be adopted.

AYES:        —  
NAYS:        —  
ABSENT:      —

The Mayor declared Resolution No. 074 (2020/2021) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 074 (2020/2021) at the regular Council Meeting of the City of Nevada, Iowa, held on the 22<sup>nd</sup> day of February, 2021.

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



**Preliminary Report  
City of Nevada, Iowa  
Classification & Compensation Study  
Job Description Review and Update  
FLSA Review  
Performance Evaluation Assessment and Training  
Preliminary Report January 22, 2021**



Elizabeth Tatarko, Vice President  
4809 Prairie Vista Drive  
Fort Collins, Colorado 80526  
Ph (970) 266-8724  
Fax (913) 851-7529  
[etatarko@austinpeters.com](mailto:etatarko@austinpeters.com)  
[www.austinpeters.com](http://www.austinpeters.com)

## Table of Contents

Items	Page #
I. Executive Summary	4
II. Background and Introduction	5
III. Methodology and Processs	5
Table 1: Survey Respondents	8
IV. Summary of Findings	10
Table 2: Benefits Report	11
Table 3: Proposed Pay Ranges	16
Appendix A: Market Survey Results	19
Appendix B: Survey Instrument	40
Appendix C: Policy Samples	52
Job Descriptions and FLSA Review Conveyed in Separate Document	

## **Acknowledgements**

This report and study are made possible through a cooperative effort of employees, department heads, the City Administrator, the City Clerk, and elected officials for approving the pursuit of this study. The recommendations are tailored with the existing employees in mind, who have contributed and will continue to contribute to the organization's success. The Austin Peters Group, Inc. would especially like to thank the City Administrator, the City Clerk and all the department heads whose leadership was extremely important. The City Administrator personally contacted all the peer cities to encourage their participation which greatly increased the response. This document represents the preliminary report.

## I. Executive Summary

The governing body approved engagement of The Austin Peters Group, Inc. on August 24, 2020. The project included a total of 53 job titles to include: a job classification and compensation study for different pay grades focusing on internal and external equity and an update of job descriptions, an FLSA review, and performance evaluation training.

The consultant conducted employee interviews in September 2020. All employees participated in interviews by position title. Employees and department heads also provided follow-up information. The consultant conducted follow-up interviews with each department head as well. Multiple video and telephone calls were held with the City Administrator and as needed with each department head. The department heads went above and beyond with their assistance. The findings of the study are briefly outlined below.

The specific findings and recommendations of the study for base wages are:

1. Move employees to the minimum of the proposed ranges for a financial impact of \$84,224 (General employees: \$53,651; Police employees: \$30,573) (base wages) to compete at the 60<sup>th</sup> Percentile of the market. Pay range recommendations are provided in Table 3. This calculation did not include volunteer Fire employees.
2. Move employees through the pay ranges to adjust for compression in the pay ranges among employees. The financial impact is \$75,110 (General employees: \$53,723; Police employees: \$21,387). This calculation did not include volunteer Fire employees.
3. Annually move the pay ranges according to an index that follows pay range movement for employers in Iowa, and annually adjust employee pay. This includes an adjustment July 1, 2021.
4. Many cities have worked to reinstate health insurance coverage since the Great Recession. Nevada is competitive among peers for health insurance for single and family coverage. It is more difficult to compare Vision and Dental as Nevada's package varies by individuals. Leave provided by Nevada lags significantly behind peers and needs reviewed to meet peer leave packages. Nevada does offer one additional day for Holidays compared to peers.
5. Volunteer Fire Pay needs addressed separately. The Rate per Call is far less than peers who were volunteer fire systems. The pay should be brought to the group average as budget allows.

## **II. Background and Introduction**

The governing body approved engagement of The Austin Peters Group, Inc. on August 24, 2020. The project included a total of 53 job titles to include: a job classification and compensation study for different pay grades focusing on internal and external equity and an update of job descriptions, an FLSA review, and performance evaluation training. All Employees were interviewed by videoconference as part of the process. Numerous employees provided follow-up information requested following their interviews. All employees were highly professional in their interviews and presentation of information, documents, and follow-up which reflected positively on the city. Peer cities generously participated as part of the market survey.

This report covers the compensation and classification portion of the study. Job descriptions have been revised and conveyed in a separate document from this report to the City Administrator. An FLSA report is being finalized and will be conveyed to the City Administrator when complete. Assistance with the performance evaluation system is currently underway and is separate from this report.

## **III. Methodology and Process**

### **Step 1: Interviewing all employees and department heads**

The Austin Peters Group, Inc. began the process with a review of all job descriptions and a discussion with employees during one-on-one or group video/telephone interviews. Employee interviews were completed over a few days to provide job description comments and evaluate employees' positions. Department heads were also interviewed as part of the assessment. They were able to provide input regarding employee decision-making, supervisory roles, knowledge and skill requirements, budget responsibility, contact with the public, and physical and working environmental factors. The purpose of the interview was to gather information to make changes to job descriptions and to obtain necessary details so an adequate evaluation and classification of the position could be made, and to ensure the market comparison is appropriate. Additional telephone meetings with department heads, along with follow up documentation of work projects was completed to validate and clarify information.

### **Step 2: Ranking positions based on factors**

The next step in the process was to evaluate each position based on the following factors and weighted percentages:

- 1) Decision-making – 25%
- 2) Supervisory – 25%
- 3) Knowledge – 20%
- 4) Budget Impact – 10%
- 5) Contacts – 10%

- 6) Physical Skills – 5%
- 7) Working Conditions – 5%

Using the factors of decision making, supervisory, knowledge, budget, contacts, physical skills, and working conditions, all positions were ranked by the point totals and placed in ranges with employees of similar skills, experience, and nature of work.

The job evaluation process assumes that “(1) it is logical to pay the most for jobs contributing the most toward attainment of organizational goals and objectives; (2) people feel more fairly treated if wages are based on the relative worth of jobs; and (3) the goals of the enterprise are furthered by maintaining a job structure based on relative worth.”<sup>1</sup>

Organizations like the City depend on the contribution of their employees in making the organization successful and in effectively delivering services that citizens have come to expect. Employee compensation is the single greatest expense in doing business, and it requires a strategy and planning that is well thought out and well organized.

The reason compensation systems exist is to reward employees, retain employees, and provide avenues for their growth and development through motivation. The job evaluation process provides a tool for measuring, evaluating, and comparing jobs. The question answered is: “What is this job worth in comparison to other jobs?”

Once pay practices and ranges have been established, there are a number of administrative issues that may arise. First, it is important to avoid situations where employees are inappropriately paid relative to the pay range. The purpose of establishing a pay range is to signify and clarify what the position is worth to the organization. Given this, it is important that red-circling, or paying those at a rate above the range maximum, not be allowed. The consultant can provide the City with policies to address red-circling. Likewise, green-circling should also be avoided unless the purpose is to retain employees who do not meet the minimum qualifications as set out in the job description. Green-circling is a practice where qualified employees are paid below the bottom of the range. The most common method for avoiding this is to bring employees up to the bottom of the range when there is a discrepancy, and the recommendations here allow adjustments where employees would otherwise be green-circled. The pay ranges should be reviewed on an annual basis and adjusted accordingly.<sup>2</sup>

Once each position was evaluated and scored, a total ranking was performed, and each position was then placed into recommended ranges based on the ranking and the market analysis.

---

<sup>1</sup> French, Wendell, *The Personnel Management Process*, Human Resources Administration and Development.

<sup>2</sup> Society for Human Resource Management, *Compensation and Benefits Practices*, pp. 60-70.

### **Step 3: Clarification with department heads**

This step of the process involved exchanging information with the department heads to ensure the consultant had adequately placed positions internally in the most appropriate range and scored the positions appropriately with regard to the above-mentioned factors.

### **Step 4: Collection of salary and benefit data**

#### *Determination of Market*

The determination of the appropriate market is based on three factors: 1) occupation (similar jobs or positions that require similar knowledge, skills, and abilities); 2) geography (the distance that people are willing to commute to work); and 3) industry (competing with employers that have a similar product line). With regard to occupation, the comparisons selected here are direct one-to-one matches for positions. In the survey conducted, most positions had an occupation match, which means that across organizations the titles and positions carry similar degrees of knowledge, skills, and ability.

The second factor in determining the market is geography and the distance that people are willing to commute to work.

The third element is competition with employers who have a similar product line. Communities that responded to the survey include all those participants outlined in Step 4 of the methodology. The survey had a strong response.

APG discussed market peers with all of the department heads and they offered in depth information on the type of organization, structure, facilities and size of workforce where they were knowledgeable. Our firm then investigated many of these items to assist with the market peer match. Each of the cities also shared comprehensive and detailed information requested to make solid market matches.

Each Market Peer was asked to provide the following:

- A brief survey response regarding salary and benefits.
- A match of their positions with a job summary provided by the City of Nevada. The respondent was asked to provide job title/department, rate how well the position matched the City of Nevada, minimum pay, maximum pay, actual hourly rate, or average number of employees in position, number of people supervised by this position, and exempt or non-exempt status under Fair Labor Standards Act. Hourly wage rates were reported as of September 1, 2020. A sample and guide were provided to assist respondents.

Each Market Peer was contacted a minimum of three times using email and telephone. Many Market Peers were contacted more than three times to clarify positions, reporting, and responsibilities. Some peers were able to provide all of the data requested, while others were able to provide partial information. APG worked with the Council for Community and Economic Research (C2ER) to purchase Cost of Living Index data (COLI). The Cost of Living Index is the most reliable source of comparisons of key consumer costs available anywhere. COLI data is recognized by the U.S. Census Bureau, U.S. Bureau of Labor Statistics, CNN Money, and the President's Council of Economic Advisors. This information was used to adjust peer data to make it comparable to the City of Nevada, Iowa.

Once the rankings and ranges were set, a review of the market was necessary to ensure external competitiveness.

Once pay adjustments are implemented, ranges require annual adjustment based on an index that accounts for budgeted movement in ranges for peer cities, and performance adjustments.

The salary and benefit study was completed with data collected from the following benchmark organizations below. Data was provided as of January 1, 2020.

**Table 1. Peer Survey Group**

City	2020 Pop	Data Provided
Nevada	6701	Client
Altoona	20048	Yes
Ames	67962	Yes
Ankeny	72820	Yes
Atlantic	6533	Yes
Bondurant	7410	Yes
Boone	12414	Yes
Clive	16853	Yes
Eldridge	7339	Yes
Grimes	15202	Yes
Grinnell	9382	Yes
Hiawatha	7537	Yes
Independence	6165	Yes
Indianola	16667	Yes
Knoxville	7144	Yes
Newton	15323	Yes
North Liberty	19821	Yes
Perry	7130	Yes
Pleasant Hill	10070	Yes

Washington	7335	Yes
Waverly	10235	Yes
Story County		Yes
Nevada School District		Not provided
Additional Data for Police Officer *		
Huxley	4,179	Yes
Story City	3,338	Yes

\*added due recent recruitments away from Nevada

#### **Step 5: Development of pay ranges**

The development of pay ranges involved reviewing the salary and benefit survey results, additional salary survey sources when appropriate, the rankings that the consultant assigned each position in step 3, and the internal hierarchy and needs of the organization, to determine placement and range amounts. The ranges developed provide for internal equity and hierarchy across the organization.

If an employee were under the new pay range, an adjustment was recommended. No employees received a proposed decrease in pay. The new pay ranges were based on using the 60<sup>th</sup> Percentile of the market.

#### **Step 6: Opportunity to meet with governing body**

The consultant will present the findings via conference or video call to the governing body at a mutually agreed upon date and time.

## IV. Summary of Findings

**Internal Equity and Market Competition** – The new pay range recommendations reflect the average of the market. Details for the market survey instrument may be found in Appendix 1. Based on the market findings, the new starting range minimums and maximums are in Table 3, along with proposed title changes.

The specific findings and recommendations of the study for base wages are:

1. Move employees to the minimum of the proposed ranges for a financial impact of \$84,224 (General employees: \$53,651; Police employees: \$30,573) (base wages) to compete at the 60th Percentile of the market. Pay range recommendations are provided in Table 3. This calculation did not include volunteer Fire employees.
2. Move employees through the pay ranges to adjust for compression in the pay ranges among employees. The financial impact is \$75,110 (General employees: \$53,723; Police employees: \$21,387). This calculation did not include volunteer Fire employees.
3. Annually move the pay ranges according to an index that follows pay range movement for employers in Iowa, and annually adjust employee pay. This includes an adjustment July 1, 2021.
4. Many cities have worked to reinstate health insurance coverage since the Great Recession. Nevada is competitive among peers for health insurance for single and family coverage. It is more difficult to compare Vision and Dental as Nevada's package varies by individuals. Leave provided by Nevada lags significantly behind peers and needs reviewed to meet peer leave packages. Nevada does offer one additional day for Holidays compared to peers.
5. Volunteer Fire Pay needs addressed separately. The Rate per Call is far less than peers who were volunteer fire systems. The pay should be brought to the group average as budget allows.

**Health Insurance, Benefits, and Leave:** Table 2 summarizes the results of information provided. Not all organizations provided information on benefits and leave.

**Table 2. Benefits Report for Nevada, Iowa**

Benefits Item	Employer Share %		Employer Monthly Amount		Additional Information	
	Nevada	Peer Group Average	Nevada	Peer Group Average	Nevada	Peer Group Average
Health Insurance (single)	98%	89%	\$518	\$610	BCBS	BCBS (19); United Health/Partial Self Fund (1), No Response (1)
Health Insurance (family)	80%	80%	\$1,239	\$1,547	BCBS	BCBS (19); United Health/Partial Self Fund (1), No Response (1)
Vision (single)	Varies	92%	\$35	\$11	Avesis	Avesis (7), VSP (3), Delta (2), Eye Med (2), Principal (1), Met Life (1), None (4), No Response (1)
Vision (family)	Varies	78%	\$29	\$19	Avesis	Avesis (7), VSP (3), Delta (2), Eye Med (2), Principal (1), Met Life (1), None (4), No Response (1)
Dental (single)	Varies	88%	\$42	\$31	Delta	Delta (11); BCBS (2), Metlife (2), Principal (1), Self Insured (1), Ameritas (1), None (2), No Response (2)
Dental (family)	Varies	75%	\$101	\$80	Delta	Delta (11); BCBS (2), Metlife (2), Principal (1), Self Insured (1), Ameritas (1), None (2), No Response (2)
Health Savings Account	0%	Varies	\$42 & \$208	Varies	Amounts with & without deductible	5 provide
Flexible Savings Account	0%	Varies	\$14			3 provide
Group Life Insurance	100%	95%	\$14	Range \$2 to \$23		13 provide

IPERS Retirement	9.44% General 9.91% Police	9.44% General 9.61% Police				Only 3 reported police data
MFPRSI	See note	0%				8 reported fire, 7 had FT staff. 1 had all volunteer and reported 25%. All other Vol Depts were 0%
Voluntary Deferred Comp	0%	Varies				4 provide

Leave	Days per Year Provided All Non Public Safety Employees	
	Nevada	Peer Group Average
Vacation after 1 year	5	9
Vacation after 5 years	12	14
Vacation after 10 years	15	18
Sick leave after 1 year	12	13
Sick leave after 5 years	12	13
Sick leave after 10 years	12	14
Holidays provided annually	11	11

Leave	Days per Year Provided for Public Safety	
	Nevada	Peer Group Average
Vacation after 1 year	5	10
Vacation after 5 years	12	15
Vacation after 10 years	15	19
Sick leave after 1 year	12	13
Sick leave after 5 years	12	14
Sick leave after 10 years	12	14
Holidays provided annually	11	10
Other Pay Practices		
	Nevada	Peer Group Average
COLA	Yes (2.5%)	Yes (16); No (3); No Response (2) Average (2.15%)
Step Increase	Yes (.5%)	Yes (10); No (9); No Response (2)

		Average (1.06%)
Longevity	No	Yes (11); No (6); No Response (4) Average – not enough data
Merit	Yes (Varies)	Yes (6); No (13); No Response (2) Average – not enough data
Other	No	Yes (1); No (18); No Response (2)

Volunteer Fire Pay – Rate per Call	Nevada Reimbursement per Call	Peer Group Average Rate per Call or Paid on Call Rate
Firefighter/EMT	7.5	11.29
Firefighter/Paramedic	7.5	12.63
Firefighter/Captain	7.5	Mix of stipend and hourly rate
Fire Certification Pay	No	1 Volunteer Service provided the following: \$430 semi-annual for Captain; \$201 semi-annual for Training Officer; \$400 semi-annual for exceeding Monthly Training and Minimum Call volume
Is IPERS provided for Volunteer Fire	No, only those who are also city employees.	Data did not appear reliable based on responses provided

Additional Pay Issues	Nevada	Peer Group Average (Comments)
Certification Pay	Nevada (for the most part) has this integrated into the pay with different levels based on certification. Example: Water Operator I, II, III.	-Water Utilities Certifications, Building Inspectors and planners paid if pass exams  -1200 for Tuition Reimbursement  -Grade 1 \$.49; Grade II \$.58; Grade III \$.87; Grade IV \$1.15



		<p>Union Police shifts starting between 1100 and 1700 \$750 per Year; shifts starting between 1701 and 0559 \$1000 per year. Night Custodian \$.40 per hour</p> <p>-.30 for 2nd shift and .40 for 3rd shift (Sheriff's Office)</p>
Other		<p>- Stipends are also paid to Fire Lt, Capt, Med Dir each month. K-9 officer receives additional stipend.</p> <p>-PD Pay Diff. Investigator, Field Training Officer, School Resource Officer .92/PD Acting Sup. 1.75-</p> <p>-Police \$.60 an hour</p>

**Table 3: Proposed Pay Ranges and Title Changes**

Job Title (New Title)	Department	Current Range Min	Current Range Max	New Range Min	New Range Max
Custodian - Part Time	Admin	\$ 13.74	\$ 16.17	\$ 12.27	\$ 16.37
Custodian - Part Time	Library	\$ 13.74	\$ 16.17	\$ 12.27	\$ 16.37
Office Clerk - Part Time	Admin			\$ 12.27	\$ 16.37
Library Clerk - Part Time	Library	\$ 15.87	\$ 18.67	\$ 12.27	\$ 16.37
Associate Librarian I (note: PT Clerk Staff would be Reclassified Assoc Lib I)	Library	\$ 17.02	\$ 20.02	\$ 16.13	\$ 21.52
Custodian	Parks and Recreation	\$ 17.33	\$ 20.39	\$ 18.67	\$ 24.90
Laborer	Parks and Recreation	\$ 17.33	\$ 20.39	\$ 18.67	\$ 24.90
Laborer	Public Works	\$ 17.33	\$ 20.39	\$ 18.67	\$ 24.90
Office Asst (New Title: Utility Clerk)	Admin	\$ 16.18	\$ 19.03	\$ 19.99	\$ 26.66
Wastewater Treatment Operator I	Public Works	\$ 21.20	\$ 24.94	\$ 19.99	\$ 26.66
Water Operator I	Public Works	\$ 21.20	\$ 24.94	\$ 19.99	\$ 26.66
Police Clerk I	Public Safety	\$ 16.18	\$ 19.03	\$ 19.99	\$ 26.66
Community Services Officer	Public Safety	\$ 16.18	\$ 19.03	\$ 19.99	\$ 26.66
Assoc Librarian II	Library	\$ 18.91	\$ 22.24	\$ 19.99	\$ 26.66
Equipment Operator I	Parks and Recreation	\$ 17.33	\$ 20.39	\$ 19.99	\$ 26.66
Equipment Operator I	Public Works	\$ 17.33	\$ 20.39	\$ 19.99	\$ 26.66
Office Asst II/Program Assistant (New Title: Program Assistant)	Parks and Recreation	\$ 19.26	\$ 22.66	\$ 19.99	\$ 26.66
Development & Communications Specialist	Admin	\$ 19.83	\$ 23.33	\$ 19.99	\$ 26.66
Accountant	Admin	\$ 21.34	\$ 25.10	\$ 21.14	\$ 28.19
Police Clerk II	Public Safety	\$ 19.26	\$ 22.66	\$ 21.14	\$ 28.19
Wastewater Treatment Operator II	Public Works	\$ 25.07	\$ 25.70	\$ 21.14	\$ 28.19

Water Operator II	Public Works	\$ 25.07	\$ 25.70	\$ 21.14	\$ 28.19
Youth Librarian	Library	\$ 18.91	\$ 22.24	\$ 21.14	\$ 28.19
Equipment Operator II	Parks and Recreation	\$ 19.28	\$ 22.68	\$ 21.14	\$ 28.19
Water Operator III	Public Works	\$ 25.82	\$ 26.48	\$ 23.64	\$ 31.53
Equipment Operator III	Public Works	\$ 21.20	\$ 24.94	\$ 23.64	\$ 31.53
Cemetery Sexton	Parks and Recreation	\$ 21.20	\$ 24.94	\$ 23.64	\$ 31.53
Buildings & Grounds Maint Coordinator	Parks and Recreation	\$ 21.20	\$ 24.94	\$ 23.64	\$ 31.53
Mechanic	Public Works	\$ 21.20	\$ 24.94	\$ 23.64	\$ 31.53
Assistant Library Director	Library	\$ 24.00	\$ 31.06	\$ 25.44	\$ 33.92
Deputy City Clerk	Admin	\$ 24.00	\$ 31.06	\$ 25.44	\$ 33.92
Parks & Rec Asst Director	Parks and Recreation	\$ 24.00	\$ 31.06	\$ 25.44	\$ 33.92
Building & Zoning Official	Planning & Zoning	\$ 29.83	\$ 38.61	\$ 27.66	\$ 36.89
Street Supervisor (New Title: Street Superintendent)	Public Works	\$ 25.05	\$ 32.42	\$ 30.31	\$ 40.42
Wastewater Treatment Supervisor (New Title: Wastewater Treatment Superintendent)	Public Works	\$ 25.05	\$ 32.42	\$ 30.31	\$ 40.42
Water Treatment Supervisor (New Title: Water Treatment Superintendent)	Public Works	\$ 25.05	\$ 32.42	\$ 30.31	\$ 40.42
City Clerk /Finance Director	Admin	\$ 28.49	\$ 36.87	\$ 33.11	\$ 44.16
Library Director	Library	\$ 25.05	\$ 32.42	\$ 33.11	\$ 44.16
Parks & Rec Director	Parks and Recreation	\$ 25.05	\$ 32.42	\$ 33.11	\$ 44.16
Finance Director (Proposed Future Full Time)	Admin			\$ 37.12	\$ 49.51
Public Works Director	Public Works	\$ 29.83	\$ 38.61	\$ 39.54	\$ 52.73
City Administrator	Admin	\$ 44.88	\$ 58.08	\$ 54.13	\$ 72.20
Job Title (New Title)	Department	Current	Current	New	New

		Range Min	Range Max		Range Min	Range Max
Officer	Public Safety	\$ 23.17	\$ 26.33		\$ 24.96	\$ 33.22
Detective	Public Safety	\$ 23.17	\$ 26.33		\$ 26.26	\$ 34.95
Assistant Fire Chief (Proposed Future)	Public Safety				\$ 26.26	\$ 34.95
Senior Patrol Officer	Public Safety	\$ 26.59	\$ 27.95		\$ 26.26	\$ 34.95
Corporal	Public Safety	\$ 28.22	\$ 29.67		\$ 28.75	\$ 38.27
Sergeant	Public Safety	\$ 24.00	\$ 31.06		\$ 31.24	\$ 41.58
Lieutenant (Proposed Future)	Public Safety				\$ 35.34	\$ 47.03
Fire Chief	Public Safety	\$ 27.43	\$ 35.49		\$ 35.34	\$ 47.03
Police Chief	Public Works	\$ 29.83	\$ 38.61		\$ 39.54	\$ 52.73
Public Safety Director	Public Safety	\$ 34.68	\$ 44.88		\$ 42.50	\$ 56.57

---

NEVADA CITY COUNCIL - MONDAY, FEBRUARY 8, 2021 6:05 P.M.

---

1. CALL TO ORDER

The City Council of the City of Nevada, Iowa, met for a meeting in the Council Chambers of Nevada City Hall located at 1209 6<sup>th</sup> Street, Nevada, Iowa. Mayor Brett Barker, convened the meeting at 6:05 p.m. on Monday, February 8, 2021, pursuant to the rules of the Council. The agenda was posted on the official bulletin board in compliance with the open meeting law. Due to emergency measures as a result of the COVID-19 Pandemic the meeting was also streamed via Zoom as listed on the agenda at the following location:

<https://us02web.zoom.us/j/87961733099?pwd=UERoTDIUXZHczZlQl9ML0ZOeEIOdz09>

2. ROLL CALL

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

Staff Present: Erin Clanton, Jordan Cook, Kerin Wright, Ric Martinez, Ray Reynolds, Andrew Henderson, Shawn Cole, Jeremy Rydl, Casey Patton, Mike Roth, Teresa Staldeman and Sandy Pumphrey.

Also in attendance were: Henry Corbin and Andrew Henderson's family.

3. APPROVAL OF AGENDA

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

4. PUBLIC HEARING(S)

A. Wastewater Treatment Facility-Phase 2 Project

1. Public Hearing

At 6:07 p.m. Mayor Barker announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **January 21, 2021**. The public hearing is **for the proposed plans and specifications, form of contract for the Wastewater Improvements-Phase 2.**

There were **no written or oral objections** to the aforementioned recommendation. At 6:07 p.m. the hearing was closed.

2. Resolution No. 065 (2020/2021): A Resolution approving Plans and Specifications, form of contract and estimate of cost for the Nevada Wastewater Treatment Facility Improvements – Phase 2 Project

Motion by Jason Sampson, seconded by Barb Mittman, to **adopt Resolution No. 065 (2020/2021)**. After due consideration and discussion the roll was called. Aye:

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

3. Resolution No. 066 (2020/2021): A Resolution awarding the contract for the Nevada Wastewater Treatment Facility Improvements-Phase 2 Project

Motion by Dane Nealson, seconded by Luke Spence, to **adopt Resolution No. 066 (2020/2021)**. After due consideration and discussion the roll was called. Aye: Nealson, Spence, Ehrig, Hanson, Mittman, Sampson. Nay: None. The Mayor declared the motion carried.

B. Amend Chapter 66.05 Load and Restrictions – Truck Routes

1. Public Hearing

At 6:11 p.m. Mayor Barker announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **January 28, 2021**. The public hearing is **Amend Chapter 66, Truck Routes**.

There were **no written or oral objections** to the aforementioned recommendation. At 6:11 p.m. the hearing was closed.

2. Ordinance No. 1016 (2020/2021): An Ordinance amending Chapter 66 Load and Restrictions

Motion by Jason Sampson, seconded by Sandy Ehrig, to **approve Ordinance No. 1016 (2020/2021), first reading**. After due consideration and discussion the roll was called. Aye: Sampson, Ehrig, Hanson, Mittman, Nealson, Spence. 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 Dane Nealson, seconded by Brian Hanson, to **approve the following consent agenda items**:

- A. Approve Minutes of the Regular Meeting held on January 25, 2021
- B. Approve Payment of Cash Disbursements, including Check Numbers 75136-75188 and Electronic Numbers 895-900 (Inclusive) Totaling \$302,755.81 (See attached list)
- C. Approve Financial Reports for Month of January, 2021
- D. Schedule Public Hearing on Fiscal Year 2022 Proposed Maximum Property Tax Levy for February 22, 2021 at 6:00 p.m. and Authorize Publication of Notice on February 11, 2021
- E. Resolution No. 067 (2020/2021): A Resolution to enter into a 28E Agreement with Story County to provide Dispatch/Jail Services for FY2021/2022
- F. Resolution No. 068 (2020/2021): A Resolution naming Depositories and Reviewing Maximum Balances
- G. Approve Tax Abatement
  1. BP2018-0077, 1056 C Avenue, Garage
  2. BP2018-0127, 1322 W 3<sup>rd</sup> Street, Garage
  3. BP2019-0121, 1315 2<sup>nd</sup> Street, Deck/Bath Remodel

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

## 6. MAYOR'S APPOINTMENTS

- A. Library Board Appointment, Nonresident member, Tim McLaughlin to fill the vacant seat for which term ends June 30, 2025

Motion by Brian Hanson, seconded by Barb Mittman, to **approve the appointment of Tim McLaughlin to the Library Board as the Nonresident.** After due consideration and discussion the roll was called. Aye: Hanson, Mittman, Nealson, Sampson, Spence, Ehrig. Nay: None. The Mayor declared the motion carried.

## 7. PUBLIC FORUM

- A. Mayor Barker swore in Police Sergeant Andrew Henderson.

## 8. OLD BUSINESS

- A. Resolution No. 069 (2020/2021): A Resolution to authorize the filing of a Sponsored Project Application (2<sup>nd</sup> request) with the Iowa Department of Natural Resources and the Iowa Finance Authority State Revolving Fund for the City of Nevada, Iowa

Motion by Jason Sampson, seconded by Sandy Ehrig, to **adopt Resolution No. 069 (2020/2021).** After due consideration and discussion the roll was called. Aye: Sampson, Ehrig, Hanson, Mittman, Nealson, Spence. Nay: None. The Mayor declared the motion carried.

- B. Approve Pay Request No. 2 for the Wastewater Treatment Facility, Phase 1 from Wenthold Excavating LLC in the amount of \$93,468.13

Motion by Luke Spence, seconded by Dane Nealson, to **approve Pay Request No. 2 for the Wastewater Treatment Facility, Phase 1 from Wenthold Excavating LLC in the amount of \$93,468.13.** After due consideration and discussion the roll was called. Aye: Spence, Nealson, Sampson, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

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

After due consideration and discussion there was no motion made by the council.

## 9. NEW BUSINESS

- A. Resolution No. 070 (2020/2021): A Resolution to approve Johnson Controls Sales Agreement for Brivo Services at the Water Plant

Motion by Jason Sampson, seconded by Luke Spence, to **adopt Resolution No. 070 (2020/2021).** After due consideration and discussion the roll was called. Aye: Sampson, Spence, Ehrig, Hanson, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

- B. Resolution No. 071 (2020/2021): A Resolution to Renewal/Upgrade Agreement with Mediacom to provide Internet Services

Motion by Brian Hanson, seconded by Dane Nealson, to **adopt Resolution No. 071 (2020/2021)**. After due consideration and discussion the roll was called. Aye: Hanson, Nealson, Sampson, Spence, Ehrig, Mittman. Nay: None. The Mayor declared the motion carried.

- C. Resolution No. 072 (2020/2021): A Resolution approving the Amendment to the Comprehensive Development Plan

Motion by Sandy Ehrig, seconded by Brian Hanson, to **adopt Resolution No. 072 (2020/2021)**. After due consideration and discussion the roll was called. Aye: Ehrig, Hanson, Mittman, Nealson, Sampson, Spence. Nay: None. The Mayor declared the motion carried.

- D. Approve both Addendums to the Suez Water (Utility Service Group) Contract for water tower maintenance to include pressure wash exteriors in between paintings

Motion by Luke Spence, seconded by Brian Hanson, to **approve the Addendums to the Suez (Utility Service Group) Water Contract for water tower maintenance**. After due consideration and discussion the roll was called. Aye: Spence, Hanson, Mittman, Nealson, Sampson, Ehrig. Nay: None. The Mayor declared the motion carried.

- E. Resolution No. 073 (2020/2021): A Resolution approving a Fuel Sharing Agreement with the Nevada Community School District and the City of Nevada

Motion by Dane Nealson, seconded by Brian Hanson, to **adopt Resolution No. 073 (2020/2021)**. After due consideration and discussion the roll was called. Aye: Nealson, Hanson, Mittman, Sampson, Spence, Ehrig. Nay: None. The Mayor declared the motion carried.

#### 10. REPORTS:

City Administrator Cook advised the City's first responders have been offered the vaccine. Warning letters for snow removal have been sent to the gas stations.

Mayor Barker reported on Leadership Nevada day at the City. Consensus was to wait a few more months before beginning the community coffee's in person.

Director of Fire/EMS Reynolds relayed the police officers have been responding to critical EMT calls and it has been awesome. It was a good addition to have the officers become EMT's.

Public Works Director Rydl noted that See has been doing great at the Wastewater Plant. Water will be fixing a water main break and the Streets have been clearing the roads.

Public Safety Director Martinez relayed the Streets crew have been doing a great job with the snow events.

City Engineer Casey Patton reported they are working with IDOT regarding concerns for the alignment of the new sewer trunk line around US30. Also, the 30% design committee will meet tomorrow.

#### 11. 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 6:53 p.m. the meeting adjourned.

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

ATTEST:

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

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

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

**CITY OF NEVADA**  
**CLAIMS REPORT FOR FEBRUARY 22, 2021**  
**2/09/21 THRU 2/22/21**

VENDOR	REFERENCE	AMOUNT	CHECK #
WAGEWORKS	FSA 2020 PMT	1,170.19	902
ALLIANT	CEM/STS/WTR-UTILITY	308.54	75194
HOKEL	STS-HARDWARE	86.30	75195
WINDSTREAM	SC-PHONES	57.19	75196
ALLEYS PIZZA	REC-PIZZA	52.73	75197
HEINTZ, SHANE	WTR-RETURNED FROST PLATES	160.00	75198
MARCO	ALL-COPIER LEASE	799.00	75199
WENTHOLD EXC	WWTF-PHASE 1	93,468.12	75200
ST LOUIS POST-DISPATCH	PD-RECRUITMENT	97.34	75201
EFTPS	FED/FICA TAX	27,567.67	901
ICMA	DEFERRED COMP	1,095.00	75208
COLLECTION SERVICES CENTER	CHILD SUPPORT	305.71	75209
GREAT WESTERN	HSA	217.49	75210
BEN FRANKLIN	LIB-SUPPLIES	8.47	75211
BAKER & TAYLOR BOOKS	LIB-NATERIALS	2,925.52	75212
IA COMM NETWK	LIB-MATERIALS	7.96	75213
IA LIBRARY ASSOC	LIB-LANDHUIS/DUEKER MEMB	111.00	75214
AMAZON.COM	LIB-MATERIALS	431.65	75215
CENTER POINT	LIB-MATERIALS	46.74	75216
CENGAGE	LIB-MATERIALS	49.38	75217
BIBLIONIX	LIB-ANNUAL SUBSCRIPTION	2,400.00	75218
WAGEWORKS	FSA 2020 PMT	2,748.14	903
FAREWAY	REC-SUPPLIES	19.17	75220
NEVADA VET CLINIC	PD-ANIMAL CONTROL	90.60	75221
STATE HYGIENIC LAB	WWT-LAB ANALYSIS	1,816.50	75222
CAPITAL SANI SUPPLY	FD-PAPER TOWELS	185.12	75223
COMPUTER RES SPECIALISTS	ALL-IT SVCS	715.20	75224
ARNOLD MOTOR SUPPLY	WWT-TRAILER PUMP/FILTER	29.43	75225
ELECTRIC WHOLESALE	CH-BULBS	103.98	75226
IA ASSN MUNICIPAL UTILITY	WTR-DUES	967.00	75227
GATEHOUSE-DB IOWA HOLDINGS	PUBLIC NOTICES	520.94	75228
HOKEL	WWT-HARDWARE	29.75	75229
MECHANICAL COMFORT	WTR-DEHUMIDIFIER RPR/FURNACE	285.00	75230
MCFARLAND CLINIC	WWT/STS-DRUG TESTING	118.00	75231
LESTER REFRIGERATION	GH-COOLER RPR	82.72	75232
JOHNSON CONTROLS	GH-ALARM RPRS	1,331.00	75233
GALLS INC	PD-#601 UNIFORM	288.92	75234
NEVADA HARDWARE	ALL-SUPPLIES	422.18	75235
STAPLES ADVANTAGE	PKA/WTR/WWT/ADM-SUPPLIES	391.37	75236
CYCLONE AWARDS	FD-TAGS	17.50	75237
WINDSTREAM	PD-PHONES	76.47	75238
CONSUMERS ENERGY	ALL-UTILITIES	5,191.23	75239

JOHN DEERE FIN	PKM/WTR/STS/PD-SUPPLIES	431.81	75240
HR GREEN	ALL-ENGINEERING	169,639.66	75241
VANSICKEL PLUMBING	CH-WOMENS PUB FAUCET	22.80	75242
BRICK GENTRY	ALL-LEGAL	10,515.00	75243
JETCO	WTR-TOWER SVCS	395.10	75244
CENTRAL IA WATER ASSC	WTR-LWE RAW WATER 3/2021	425.03	75245
ALPHA COPIES	ADM-NEWSLETTER	456.50	75246
NUCARA PHARMACY	EMS-GLUCOMETER CONTROL SOL	11.42	75247
LEDET, MARSHA	PD-PATCHES	64.00	75248
PRINCIPAL FIN GROUP	ALL-LIFE INS	559.55	75249
QUADIENT	ADM-QUARTERLY METER	135.00	75250
WEX BANK	ALL-GAS CARDS	5,396.86	75251
BRANDES,CHRISTOPHER	PD-REIMB	54.14	75252
TAC10/GLOBAL SOFTWARE	PD-MAINT RENEWAL	645.00	75253
BOUND TREE MEDICAL	EMS-MEDICAL SUPPLIES	119.07	75254
SEYMOUR, SEAN	PD-#610 REIMB	58.85	75255
PEAK DECALS	FD-#610 DECALS	250.00	75256
FIRE SERVICE TRNG BUREAU	FD-CERTIFICATION MANUALS	441.50	75257
CRITICAL HIRE	PD-RECUITMENT WACHA/DICKS	20.00	75258
RICHARD COWELL TACTICAL	PD-#617 UNIFORM	571.25	75259
THE AUSTIN PETERS GROUP INC	ALL-WAGE/SALARY STUDY	5,536.25	75260
JOBSHQ	PD-RECRUITMENT	533.54	75261
CAPITAL NEWSPAPERS	PD-RECRUITMENT	708.66	75262
STARTRIBUNE	PD-RECRUITMENT	612.50	75263
THE ARGUS LEADER	PD-RECRUITMENT	156.26	75264
BROWN, ALISHA	PAVI-REFUND	200.00	75265
JUSTICE CLEARING HOUSE	PD-PRITCHARD TRNG	297.00	75266
	Refund Checks Total	180.51	
	Accounts Payable Total	345,052.97	
	Payroll Checks	75,338.13	
	***** REPORT TOTAL *****	420,571.61	
	GENERAL	99,570.44	
	ROAD USE TAX	16,044.45	
	LOCAL OPTION SALES TAX	1,062.92	
	LIBRARY TRUST	2,209.28	
	WATER	22,578.65	
	WATER DEPOSITS	102.96	
	SEWER	14,472.05	
	SEWER CAP IMP PROJECT	256,876.53	
	SRF SPONSORED PROJECT	3,486.00	
	REVOLVING FUND	250.00	
	FLEX BENEFIT REVOLVING	3,918.33	
	TOTAL FUNDS	420,571.61	

**Applicant License Application ( BC0029927 )**

<b>Name of Applicant:</b> <u>DOLGENCORP, LLC</u>		
<b>Name of Business (DBA):</b> <u>Dollar General Store # 1536</u>		
<b>Address of Premises:</b> <u>1705 S 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) 382-1917</u>	
<b>Mailing</b>	<u>100 Mission Ridge</u>	
<b>City</b> <u>Goodlettsville</u>	<b>State</b> <u>TN</u>	<b>Zip:</b> <u>37072</u>

**Contact Person**

<b>Name</b> <u>Caleb Barton</u>	
<b>Phone:</b> <u>(615) 855-4000</u>	<b>Email</b> <u>tax-beerandwinelicense@dollargeneral.com</u>

**Classification** Class C Beer Permit (BC)

**Term:** 12 months

**Effective Date:** 03/01/2021

**Expiration Date:** 02/28/2022

**Privileges:**

Class B Wine Permit

Class C Beer Permit (BC)

Sunday Sales

**Status of Business**

<b>BusinessType:</b> <u>Limited Liability Company</u>	
<b>Corporate ID Number:</b> <u>XXXXXXXXXX</u>	<b>Federal Employer ID</b> <u>XXXXXXXXXX</u>

**Ownership**

**Dollar General Corporation**

<b>First Name:</b> <u>Dollar</u>	<b>Last Name:</b> <u>General Corporation</u>
<b>City:</b> <u>Goodlettsville</u>	<b>State:</b> <u>Tennessee</u> <b>Zip:</b> <u>37072</u>
<b>Position:</b> <u>N/A</u>	
<b>% of Ownership:</b> <u>100.00%</u>	<b>U.S. Citizen:</b> <u>Yes</u>

**Lawrence Gatta**

<b>First Name:</b> <u>Lawrence</u>	<b>Last Name:</b> <u>Gatta</u>
<b>City:</b> <u>Brentwood</u>	<b>State:</b> <u>Tennessee</u> <b>Zip:</b> <u>37027</u>
<b>Position:</b> <u>Non-Member Manager</u>	
<b>% of Ownership:</b> <u>0.00%</u>	<b>U.S. Citizen:</b> <u>Yes</u>

**Jason Reiser**

<b>First Name:</b> <u>Jason</u>	<b>Last Name:</b> <u>Reiser</u>
<b>City:</b> <u>Nashville</u>	<b>State:</b> <u>Tennessee</u> <b>Zip:</b> <u>37212</u>

**Position:** Non Member Manager

**% of Ownership:** 0.00%

**U.S. Citizen:** Yes

**Insurance Company Information**

<b>Insurance Company:</b>	
<b>Policy Effective Date:</b>	<b>Policy Expiration</b>
<b>Bond Effective</b>	<b>Dram Cancel Date:</b>
<b>Outdoor Service Effective</b>	<b>Outdoor Service Expiration</b>
<b>Temp Transfer Effective</b>	<b>Temp Transfer Expiration Date:</b>

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the February 22, 2021 Council Agenda

Business Name Dollar General Phone Number \_\_\_\_\_

Address \_\_\_\_\_

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

Address \_\_\_\_\_

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

Address \_\_\_\_\_

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

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

2-11-21  
Date

7-1-21 Fire Chief  
FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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

① snow not removed North fire exits corrected on site

\*note manager been there 4 years, much cleaner & less cardboard storage, well done!

**Applicant** License Application ( LC0045132 )

Name of Applicant: <u>Tabloo LLC</u>		
Name of Business (DBA): <u>Lincoln Tap</u>		
Address of Premises: <u>835 6th Street Ste 3</u>		
City <u>Nevada</u>	County: <u>Story</u>	Zip: <u>50201</u>
Business	<u>(515) 450-9688</u>	
Mailing	<u>835 6th Street Ste 3</u>	
City <u>Nevada</u>	State <u>IA</u>	Zip: <u>50201</u>

**Contact Person**

Name	<u>Jason Crimmins</u>		
Phone:	<u>(515) 450-9688</u>	Email	<u>tabloolc@gmail.com</u>

**Classification** Class C Liquor License (LC) (Commercial)

**Term:** 12 months

**Effective Date:** 03/01/2021

**Expiration Date:** 02/28/2022

**Privileges:**

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

**Status of Business**

BusinessType:	<u>Limited Liability Company</u>		
Corporate ID Number:	<u>XXXXXXXXXX</u>	Federal Employer ID	<u>XXXXXXXXXX</u>

**Ownership**

**Jason Crimmins**

**First Name:** Jason

**Last Name:** Crimmins

**City:** Ames

**State:** Iowa

**Zip:** 50010

**Position:** Owner

**% of Ownership:** 100.00%

**U.S. Citizen:** Yes

**Insurance Company Information**

Insurance Company:	<u>Specialty Risk of America</u>		
Policy Effective Date:	<u>03/01/2021</u>	Policy Expiration	<u>03/01/2022</u>
Bond Effective	Dram Cancel Date:		
Outdoor Service Effective	Outdoor Service Expiration		
Temp Transfer Effective Date	Temp Transfer Expiration Date:		

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the February 22, 2021 Council Agenda

Business Name Lincoln Tap Phone Number \_\_\_\_\_

Address \_\_\_\_\_

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

Address \_\_\_\_\_

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

Address \_\_\_\_\_

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

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

2-18-21

Date

[Signature]

FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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

① orders to address extension cords used for  
Christmas lights were emailed to owner

**NOTICE OF PUBLIC HEARING – PROPOSED BUDGET**

Fiscal Year July 1, 2021 - June 30, 2022

The City of: NEVADA

The City Council will conduct a public hearing on the proposed budget as follows:

Location: Nevada City Council Chambers and via Zoom <https://us02web.zoom.us/j/87961733099?pwd=UERoTDhUXZhcZlQl9ML0ZOeElOdz09> Meeting Date: 3/22/2021 Meeting Time: 06:00 PM

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property 14.61800

The estimated tax levy rate per \$1000 valuation on Agricultural land is 3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

Phone Number  
(515) 382-5466

City Clerk/Finance Officer's NAME  
Kerin Wright

		Budget FY 2022	Re-estimated FY 2021	Actual FY 2020
<b>Revenues &amp; Other Financing Sources</b>				
Taxes Levied on Property	1	4,021,145	3,859,776	3,945,851
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
<b>Net Current Property Taxes</b>	3	4,021,145	3,859,776	3,945,851
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	1,213,485	949,646	1,020,109
Other City Taxes	6	987,672	989,911	1,102,794
Licenses & Permits	7	112,950	102,750	127,866
Use of Money and Property	8	157,950	273,100	457,019
Intergovernmental	9	1,172,310	1,116,060	2,016,380
Charges for Fees & Service	10	4,400,565	3,911,141	3,906,594
Special Assessments	11	0	1,000	0
Miscellaneous	12	1,296,600	278,450	116,843
Other Financing Sources	13	28,000,000	7,866,654	8,791,619
Transfers In	14	8,027,506	3,754,362	6,392,539
<b>Total Revenues and Other Sources</b>	15	49,390,183	23,102,850	27,877,614
<b>Expenditures &amp; Other Financing Uses</b>				
Public Safety	16	2,131,140	1,540,068	1,642,657
Public Works	17	1,067,172	1,025,480	971,852
Health and Social Services	18	65,318	18,140	59,732
Culture and Recreation	19	1,961,790	1,599,269	1,679,106
Community and Economic Development	20	836,328	662,334	588,206
General Government	21	860,194	652,889	448,792
Debt Service	22	1,512,413	1,341,263	4,271,926
Capital Projects	23	12,132,000	7,411,000	3,313,093
<b>Total Government Activities Expenditures</b>	24	20,566,355	14,250,443	12,975,364
Business Type / Enterprises	25	25,242,965	4,331,090	3,757,786
<b>Total ALL Expenditures</b>	26	45,809,320	18,581,533	16,733,150
Transfers Out	27	8,027,506	3,754,362	6,392,539
<b>Total ALL Expenditures/Transfers Out</b>	28	53,836,826	22,335,895	23,125,689
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out</b>	29	-4,446,643	766,955	4,751,925
Beginning Fund Balance July 1	30	29,818,479	29,051,524	24,299,599
<b>Ending Fund Balance June 30</b>	31	25,371,836	29,818,479	29,051,524

### NOTICE OF PUBLIC HEARING

Notice is hereby given that the Nevada City Council will hold a Public Hearing on Monday, March 22, 2021 at 6:00 p.m. at the Nevada City Council Chambers, 1209 6<sup>th</sup> Street, to hear public input on the proposed FY21/22– FY 24/25 Capital Improvement Plan. The meeting may also be held via Zoom due to the COVID-19 Pandemic at: <https://us02web.zoom.us/j/87961733099?pwd=UERoTDIIUXZHczZlQi9ML0ZOeEIOdz09>

If you are unable to attend, written comments may be addressed to the City Clerk, 1209 6<sup>th</sup> Street, P O Box 530, Nevada, Iowa 50201-0530 and must be received by 4:00 p.m. on March 22, 2021.

Kerin Wright  
City Clerk

# CAPITAL IMPROVEMENT PROGRAM, FY21-25

## CITY OF NEVADA, IOWA

W:\Office\Finance\BUDGET\2021-2022\CP

11/5/2020

Project	Funding	2020-21	2021-2022	2022-23	2023-24	2024-25	Unscheduled
<b>Street Projects</b>							
CBD Improvements, with streetscape	TIF/DS	\$3,000,000	\$2,000,000				
Bridge Approach & Intakes	GO/RUT			\$15,000	\$150,000		
#1 LHW Reconstruction, 1st St to 5th (3 parts)	TIF				\$140,000	\$1,400,000	
#2 LHW Reconstruction, 7th St to 15th	TIF						\$3,080,000
#3 LHW Reconstruction, 1st St to Bridge, 15 to 19St	TIF						\$4,040,000
Connecting 10th Street/10th Street Place, W Avenue	GO						
11th Street N/S and 2nd & LW	GO	\$140,000	\$1,360,000				
South D Avenue	GO						
Street Lights on Fawcett	O/M				\$50,000		
S 11th St-E Ave to S D, Reconst,	GO						\$2,300,000
E Ave-11th to 8th	GO						\$910,000
US 30 Interchange, Add'l roads	GO						
<b>Total Streets - GO/TIF Funding</b>							
		\$3,000,000	\$2,000,000	\$15,000	\$340,000	\$1,400,000	\$10,330,000
<b>Project</b>							
<b>Sewer and Wastewater Projects</b>							
WWTP, Nutrient Removal (transfer to WWCF)	O/M	\$250,000	\$250,000	\$250,000	\$200,000	\$200,000	\$200,000
WWTP, Plant build	REV SRF						
Televising		\$1,000,000	\$17,350,000	\$17,350,000	\$8,640,000		
CBD Sanitary Sewer Improvements	O/M	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Sewer lining (CIPP) and manhole rehab - 17-18 blocks	TIF/OM	\$265,000					
LHW Reconstr, - 1st St. to 3rd st	WWT					\$130,000	\$440,000
LHW Reconstr, - 11th to 14th (2027)	O/M						\$200,000
S 11th St-E Ave to S D, Line Sewer	O/M						\$65,000
E Ave-11th to 8th, Sewer replacement	O/M						\$200,000
<b>Total Sewer and Wastewater GO/TIF</b>							
		\$265,000	\$0	\$0	\$0		\$200,000
<b>Total Sewer and Wastewater REV</b>							
		\$1,000,000	\$17,350,000	\$17,350,000	\$8,640,000		\$0
<b>Total Sewer and Wastewater O/M</b>							
		\$265,000	\$265,000	\$265,000	\$215,000	\$215,000	\$655,000
<b>Project</b>							
	Funding	2020-21	2021-2022	2022-23	2023-24	2024-25	Unscheduled

W:\Office\Finance\BUDGET\2021-2022\CJP

11/5/2020

Water and Wastewater Projects every 3 years - approximately \$5,000,000  
 Streets Projects every 3 years - approximately \$400,000

**ORDINANCE NO. 1016 (2020/2021)**

**AN ORDINANCE AMENDING CHAPTER 66, LOAD AND WEIGHT RESTRICTIONS, OF THE CITY OF NEVADA, IOWA, BY AMENDING THE TRUCK ROUTE**

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

SECTION 1. SECTION MODIFIED. Chapter 66 (Load and Weight Restrictions), Section 66.05 (Truck Routes), Section 66.05.(1) (Truck Routes Designated) is amended by updating with the following language:

**66.05 Truck Routes.**

*Truck Route regulations are established as follows:*

1. *Truck Routes Designated. Every motor vehicle weighing eight (8) tons or more, when loaded or empty, having no fixed terminal within the City or making no scheduled or definite stops within the City for the purpose of loading or unloading shall travel over or upon the following streets within the City and none other. For the purposes of this section, the terms "Motor Vehicle, Motor Truck, Truck Tractor, Trailer and Semitrailer" shall have the same meaning defined in Section 32.1, the Code.*

*A. Lincoln Highway from the west City limit to the east City limit.*

*B. ~~West Fourth (4<sup>th</sup>) Street (S-14) from Lincoln Highway to the north City limit and from Highway 30 to the south City limit.~~ West Third (3<sup>rd</sup>) Street (S-14) from Lincoln Highway to the north City limit and from Highway 30 to the south City limit.*

*C. ~~Sixth (6<sup>th</sup>) Street from Q Avenue to Highway 30.~~ Nineteenth (19<sup>th</sup>) Street from Lincoln Highway to the south City limit.*

*D. ~~E Avenue from Sixth (6<sup>th</sup>) Street to Eleventh (11<sup>th</sup>) Street, except between 10<sup>th</sup> Street and 11<sup>th</sup> Street any eastbound motor truck and trailer or truck tractor and semitrailer is prohibited and must follow the alternate truck route set forth in paragraphs S, T, U.~~ West Eighteenth (18<sup>th</sup>) Street from Lincoln Highway to south City limit.*

*E. ~~Eleventh (11<sup>th</sup>) Street from E Avenue to south City limit.~~ Maple Avenue from West Eighteenth (18<sup>th</sup>) to South West Third (3<sup>rd</sup>) Street (S-14).*

*(\*Sections 66.05(1).F-U repealed)*

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

SECTION 3. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

PASSED AND APPROVED this 8<sup>th</sup> day of February, 2021, through the first reading.

PASSED AND APPROVED this \_\_ day of February, 2021, through the second reading.

PASSED AND APPROVED this \_ day of March, 2021, through the third and final reading. Enacted upon publication.

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

ATTEST:

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

Public Hearing Scheduled – January 11, 2021  
Published – January 28, 2021  
Public Hearing held– February 8, 2021

1<sup>st</sup> Reading – February 8, 2021

Motion by Council Member Jason Sampson, seconded by Council Member Sandy Ehrig, to adopt the first reading of Ordinance No. 1016.

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

NAYS: None

ABSENT: None

2<sup>nd</sup> Reading – February 22, 2021

Motion by Council Member \_\_, seconded by Council Member \_\_, to approve the second reading of Ordinance No. 1016.

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. 1016.

AYES: –

NAYS: –

ABSENT: –

The Mayor declared Ordinance No. 1016 adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Ordinance No. 1016 (2020/2021) at the regular Council Meeting of the City of Nevada, Iowa, held on the \_\_ day of \_\_\_\_\_, 2020.

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

W:\OFFICE\COUNCIL\ORDINANCES\2020-2021\1016-REZONE INDIAN RIDGE.DOC



**Work Order: Scope of Services Authorization**  
**HR Green, Inc.**

Project: Cemetery Mapping

Project No: 181696

Client: City of Nevada

Phase No(s): 2021  
Task No(s): 3&4  
Date: 2/11/21

Client Contact: Jordan Cook, City Administrator  
HR Green Project Manager: Mike Liska, GISP

HR Green, Inc. (COMPANY) agrees to perform the following Scope of Services for City of Nevada (CLIENT) under the Master Professional Services Agreement dated January 26, 2021:

- COMPANY will transfer existing Cemetery mapping information for the Nevada Cemetery into GIS. COMPANY will provide access to the mapping of the Cemetery (Blocks and Lots) using ArcGIS Online. COMPANY will create a Web Map and a Web Application for CLIENT to access Cemetery information and the ability to edit data through the Web Application.
- COMPANY will capture high accuracy GPS on cemetery headstones. COMPANY will obtain a photograph and first and last name at each captured headstone at approximately \$1 per headstone.

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

- COMPANY will NOT be drawing in any existing plot locations under this work order.
- COMPANY will NOT be entering data from the headstone other than first and last name if legible.



CLIENT agrees to pay COMPANY for the above Scope of Services:

Task 3: Cemetery Mapping Data Integration and Web Map/Web Application

- Lump Sum in the amount of \$8,000

Task 4: Cemetery Headstone GPS data collection

- Time & Material, Not to Exceed in the amount of \$8,000

☒ Reimbursable Expenses Included

☐ Sub-Consultant Services Included

The fee cited in this master professional services agreement shall remain firm for a period of 1 month, expiring upon March 11, 2021.

---

**Copy To:**

☒ Accounting

☐ \_\_\_\_\_

**Attachments:**

☒ None

☐ Exhibit(s) (copy attached)



The terms of the Master Professional Services Agreement entered into between COMPANY and CLIENT on January 26th, 2021 shall govern this Work Order. This Work Order is approved and accepted by the COMPANY and CLIENT upon both parties signing and dating the Work Order. The effective date of the Work Order shall be the last date entered below.

**HR GREEN, INC.**

**City of Nevada**

Authorized  
Signer:   
\_\_\_\_\_

Accepted by: \_\_\_\_\_

Printed/  
Typed Name: Mike R. Fischer, PLS

Printed/  
Typed Name: \_\_\_\_\_

Title: Operations Manager-Geospatial

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

Date: February 11, 2021

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

**RESOLUTION NO. 075 (2020/2021)**

**RESOLUTION SUPPORTING STORY COUNTY'S IMMEDIATE OPPORTUNITY RISE GRANT APPLICATION FOR VERBIO NEVADA LLC'S PROJECT IMPROVEMENTS**

WHEREAS Verbio Nevada LLC, in partnership with Story County and the City of Nevada, is pursuing an expansion that would significantly increase their footprint at their Nevada, IA facility, create several dozen jobs, and require a significant capital investment, and,

WHEREAS Verbio Nevada LLC is an exemplary corporate citizen who employs dozens of Story County residents, thereby providing ongoing opportunities for investment and innovation that in turn enhances the economics of the entire state of Iowa; and,

WHEREAS the Verbio expansion will involve construction of streets and utilities to serve the new site; and,

WHEREAS the infrastructure improvements included in the RISE Grant application will serve the public good of the City of Nevada and Story County; and,

WHEREAS as part of the expansion, Story County is submitting an Immediate Opportunity RISE grant application to the Iowa Department of Transportation (IDOT) for the necessary transportation infrastructure improvements tied to the project; and,

WHEREAS the proposed expansion will add 48 jobs within three years of the improvements being made and will require a capital investment of \$80 million; and,

WHEREAS the Iowa Economic Development Authority has intent to significantly invest in the proposed expansion; and,

WHEREAS the immediate opportunity RISE grant is essential to the continued expansion of Verbio Nevada LLC and to the economic vitality of this industrial center in Nevada; and,

WHEREAS the existing roadways involved in this project are currently dedicated to public use; and,

WHEREAS all roadways to be constructed or improved by this project will be dedicated to public use; and,

WHEREAS the City of Nevada is currently negotiating a Development Agreement with Verbio Nevada LLC; and,

NOW, THEREFORE, BE IT RESOLVED by the City Council of Nevada, Iowa, that the Nevada City Council endorses the project as described above; and,

BE IT RESOLVED that the Mayor is directed to sign this resolution and staff is directed to assess mechanisms for the city to assist in such financial assistance programs and processes going forward; and,

BE IT RESOLVED that Story County and the City of Nevada will assume jurisdictional responsibility, based on corporate city limits, for the new and improved roadways funded by this grant, and that all such roadways will be adequately maintained by the County.

Passed and ADOPTED this 22<sup>nd</sup> day of February, 2021.

---

Brett Barker, Mayor

ATTEST:

---

Kerin Wright, City Clerk

Moved by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. 075 (2020/2021) be adopted.

Ayes: \_

Nays: \_

Absent: \_

The Mayor declared Resolution No. 075 (2020/2021) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 039 (2020/2021) at the regular Council Meeting of the City of Nevada, Iowa, held on the 22<sup>nd</sup> day of February, 2021.

---

Kerin Wright, City Clerk

C:\Users\kerin\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\UCCC81HK\Nevada RISE Grant Resolution of Support (DRAFT) (002).docx

**CITY OF NEVADA, IOWA  
RESOLUTION 076 (2020/2021)**

**A RESOLUTION OF INTENT FOR THE CITY OF NEVADA TO COMMIT \$4.5 MILLION  
DOLLARS TO THE NEVADA FIELDHOUSE PROJECT**

WHEREAS, the demand for youth and adult recreation programming and facilities in the City of Nevada, Iowa continues to grow; and

WHEREAS, the proposed Nevada Fieldhouse Project (the "Project") would include a 40,000-square-foot first floor and 16,000-square-foot second floor, featuring three high school regulation courts; one temporary and one permanent turf area; two drop-down batting cages; an indoor playground and lobby area, a suspended three-lane track, multipurpose areas; and conference room and office spaces; and

WHEREAS, the proposed facility would offer year-round programming, with affordable and functional space that will serve Nevada and its citizens; and

WHEREAS, the City of Nevada has \$4.5 million earmarked in its general fund for this Project; and

WHEREAS, the City of Nevada wishes to commit \$4.5 Million dollars to the Nevada Fieldhouse Project.

NOW, THEREFORE, BE IT RESOLVED, that the City of Nevada confirms its commitment of \$4.5 million to the Nevada Fieldhouse Project and authorizes the City Clerk to earmark such funds for the same.

Passed and approved this 22<sup>nd</sup> day of February, 2021.

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

ATTEST:

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

Moved by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. 076 (2020/2021) be adopted.

Ayes: \_\_  
Nays: \_\_  
Absent: \_\_

The Mayor declared Resolution No. 076 (2020/2021) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 039 (2020/2021) at the regular Council Meeting of the City of Nevada, Iowa, held on the 22<sup>nd</sup> day of February, 2021.

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

**RESOLUTION NO. 077 (2020/2021)**

**A RESOLUTION APPROVING THE PRECONSTRUCTION AGREEMENT  
FOR PRIMARY ROAD PROJECT AT COUNTY ROAD S14 OVER US30 WITH  
THE IOWA DEPARTMENT OF TRANSPORTATION AND THE CITY OF NEVADA, IA**

**WHEREAS** the City of Nevada, IA ("City") desires to enter into a Preconstruction Agreement with the Iowa Department of Transportation ("DOT"); and

**WHEREAS** the DOT proposes to pave and grade on County Road S14 over U.S. 30 in Nevada; and

**WHEREAS** as part of the project the City has requested a trail constructed along the realigned S14 over US 30; and

**WHEREAS** the DOT and the City are willing to jointly participate in said project in the manner provided in the Preconstruction Agreement attached;

**WHEREAS** the City has determined it to be in the public interest that the trail be completed to provide additional access across US 30; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Nevada, Iowa, as follows:

1. The Iowa Department of Transportation Preconstruction Agreement for Primary Road Project, S14 Bridge over US 30 with trail, is approved.
2. The Mayor is hereby authorized and directed to execute said Agreement on behalf of the City and the City Clerk is authorized to take any other action necessary to effectuate this Agreement.

**Passed and Approved** this 22<sup>nd</sup> day of February, 2021.

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

ATTEST:

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

Moved by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. 077 (2020/2021) be adopted.

AYES:            —  
NAYS:           —  
ABSENT:         —

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 077 (2020/2021) at the regular Council Meeting of the City of Nevada, Iowa, held on the 22<sup>nd</sup> day of February, 2021.

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

W:\Office\Council\Resolutions\2019-2020\077- Amended IRUA Agreement (002).docx

July 2014

**IOWA DEPARTMENT OF TRANSPORTATION  
Preconstruction Agreement  
For Primary Road Project**

County	Story
City	Nevada
Project No.	NHSX-030-5(276)--3H-85
Iowa DOT	
Agreement No.	2021-3-081
Staff Action No.	

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the city of Nevada, Iowa, a Local Public Agency, hereafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The DOT proposes to establish or make improvements to U.S. 30 within Nevada County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereinafter provided; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

**1. Project Information**

- a. The DOT will design, let, and inspect construction of the following described project in accordance with the project plans and DOT standard specifications:

Pave and grade on County Road S14 over U.S. 30 in Nevada. See Exhibit A for location and Exhibit B for bridge layout.

- b. As part of the project, the LPA has requested trail is to be constructed along the realigned S14 over US 30, including grading, paving, on the bridge, and drainage culverts within the city all at no cost to the DOT.
- c. All storm sewers constructed by the DOT as part of the project will become the property of the LPA, which will be responsible for their maintenance and operations. The LPA will not make any connections to said storm sewers without the prior written approval of the DOT. The LPA will prevent use of such storm sewers as a sanitary sewer.
- d. Upon completion of construction, the LPA agrees to accept ownership and jurisdiction of the following referenced improvements. The LPA shall also assume responsibility for all future maintenance operations associated therewith, all at no additional expense or obligation to the DOT:
- i. The existing connection of County Road S14 from 900 feet south of U.S. 30 to 700 feet north of U.S. 30, Maple Street from 225 feet west of S14 east 1,200 feet, Maple Boulevard from S14 east 550 feet, and South 6<sup>th</sup> Street from 300 feet north of U.S. 30 to 700 feet north of US 30. Refer to Typical on Exhibit D for dimensions.

## **2. Project Costs**

- a. The LPA shall reimburse the DOT for its share of the project costs estimated at \$1,180,000, as shown in Exhibit C. LPA reimbursement will be made in three (3) equal yearly installments of approximately \$393,333.33 each. The first installment will be due upon completion of construction and proper billing by the DOT. The final two installments will be billed to the LPA one and two years subsequent to the date of the first billing respectively. The actual amount of reimbursement will be determined by the quantities in place and the accepted bid at the contract letting. See Exhibits C and D for the explanation of costs.
- b. The DOT will bear all costs except those allocated to the LPA under other terms of this Agreement.

## **3. Traffic Control**

- a. U.S. 30 through-traffic will be maintained during the construction.
- b. When it becomes necessary to temporarily close LPA side roads during construction, the DOT will furnish and install the required barricades and signing for the closure at project cost and shall remove same upon completion of the project also at no expense or obligation to the LPA. The DOT will work in close cooperation with the LPA and the contractor to accommodate emergency services and local access across the project during construction. Any detours which may be necessary for project related LPA road closures will be the responsibility of the LPA all at no expense or obligation to the DOT.
- c. When this project causes the temporary closure of a road during construction, the DOT shall meet with the LPA to determine whether said closure(s) will cause increased traffic on other LPA roads. The DOT and the LPA shall determine a plan, and the costs thereof, for the LPA to perform dust control on said LPA roads with increased traffic, should dust control become necessary. In that event, the LPA shall inform the DOT prior to performing said dust control. The DOT shall reimburse the LPA for the cost of said dust control measures following the receipt of a bill for the agreed upon costs (see Iowa Code section 313.4 subsection 1.b.).

## **4. Right of Way and Permits**

- a. Subject to the provisions hereof, the LPA in accordance with 761 Iowa Administrative Code Chapter 150.3(1)c and 150.4(2) will remove or cause to be removed (within the corporate limits) all encroachments or obstructions in the existing primary highway right of way. The LPA will also prevent the erection and/or placement of any structure or obstruction on said right of way or any additional right of way which is acquired for this project including but not limited to private signs, buildings, pumps, and parking areas.
- b. The DOT will be responsible for the coordination of utility facility adjustments for the primary road project.
- c. The LPA agrees to relocate all city-owned utilities necessary for construction which are located within the existing street or alley right of way, subject to the approval of and without expense to the DOT and in accordance with 761 Iowa Administrative Code Chapter 150.4(5) and the DOT Utility Accommodation Policy.
- d. With the exception of service connections no new or future utility occupancy of project right of way, nor any future relocations of or alterations to existing utilities within said right of way will be permitted or undertaken by the LPA without the prior written approval of the DOT. All work will be performed in accordance with the Utility Accommodation Policy and other applicable requirements of the DOT.

## **5. Construction & Maintenance**

- a. Upon completion of the project, no changes in the physical features thereof will be undertaken or permitted without the prior written approval of the DOT.
- b. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in 761 Iowa Administrative Code Chapter 150.
- c. Structures built by the DOT over or under a primary road will be maintained structurally sound by the DOT, including repairs to floors and railing and painting. For structures serving roadways which are not on the primary road system, the cleaning and removal of snow, debris and foreign objects from local road traffic lanes, sidewalks or walkways within the project limits (if any) including pedestrian overpasses or underpasses will be the responsibility of the LPA.

## **6. General Provisions**

- a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.
- b. The LPA will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code Chapter 216. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.
- c. It is the intent of both parties that no third party beneficiaries be created by this Agreement.
- d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.
- e. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
- f. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

July 2014

**IN WITNESS WHEREOF**, each of the parties hereto has executed Agreement No. 2021-3-081 as of the date shown opposite its signature below.

**CITY OF NEVADA:**

By: \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_,  
Title: Mayor

I, \_\_\_\_\_, certify that I am the Clerk of the City, and that  
\_\_\_\_\_, who signed said Agreement for and on behalf of  
the City was duly authorized to execute the same on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed: \_\_\_\_\_  
City Clerk of Nevada, Iowa

**IOWA DEPARTMENT OF TRANSPORTATION:**

By: \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_,  
Tony J. Gustafson, P.E.  
District Engineer  
District 1



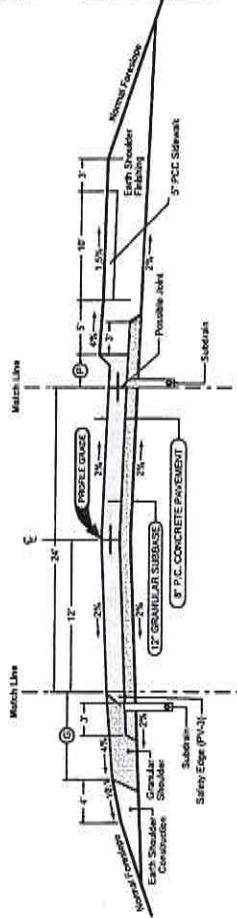


## EXHIBIT C

NHSX-030-5(276)--3H-85

Item	Bid Item	Description	Units	Cost/Unit	Quantity	City of Nevada
						Cost
1	2102-2710070	Excavation, Class 10, Roadway & Borrow	CY	\$ 5.00	764	\$ 3,820.00
2	2102-2625001	Embankment-In-Place, Contractor Furnished	CY	\$ 12.00	16664	\$ 199,968.00
3	2105-8425015	Topsoil, Strip, Salvage and & Spread	CY	\$ 8.00	1562	\$ 12,496.00
4	2512-1725256	Curb and Gutter, P.C. concrete, 2.5 Ft.	LF	\$ 45.00	3868	\$ 174,060.00
5	2511-7526005	Sidewalk, PCC, 5"	SY	\$ 50.00	4297.778	\$ 214,888.89
6	2123-7450020	Shoulder Finishing, Earth	STA	\$ 300.00	38.68	\$ 11,604.00
7	2123-7450000	Shoulder Construction, Earth	STA	\$ 500.00	58.02	\$ 29,010.00
8	2111-8174100	Granular Subbase	SY	\$ 10.00	1074.444	\$ 10,744.44
		Culverts	LS	\$ 20,000.00	1	\$ 20,000.00
		ROW, Permanent and Temporary	LS	\$ 1,000.00	1	\$ 1,000.00
		Recreational Trail on Bridge	SF	\$ 125.00	3212	\$ 401,500.00
		Contingency (20%)		\$ 100,375.00	1	\$ 100,375.00
				Totals:		\$ 1,179,466.33

**Curbed Shoulder With Sidewalk:**  
Longitudinal joint not required when distance from back of curb to nearest joint is less than 15'.



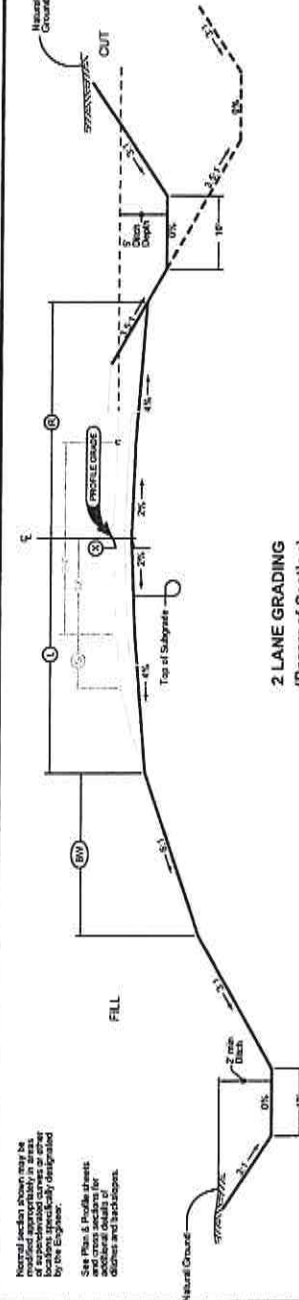
25	10-25-14	(G)	Feet
STATION TO STATION			
3544+00	3051+76	4'	
3053+45	Bridge Approach	4'	
Bridge Approach	3057+00	4'	

STATION TO STATION		Curve Type See PVI-102	2. CURVE MODIFIED
		(P) Feet	
3044+00	3051+67	2.5	8" Sloped
3053+17	Bldggs	2.5	8" Sloped
Bldggs	3068+64	2.5	8" Sloped
3063+42	3067+06	2.5	8" Sloped

Marine Jonding  
Transverse joint: CD at 17' sounding

2P	MOONFED
STATION ID STATION	
3044+00	3060+00

## Granular Shoulder with Safety Edge

[illegible]

2 LANE GRADING  
(Barroof Section)

Normal section shown may be modified appropriately in areas of superheated curves or other locations specifically designated

See Plan & Profile sheets and cross sections for additional details of ditches and backlogs.

See Tab 100-24 or 100-25 for powered quantities.  
See Tab 112-9 for shodder quantities.

2021-3-081\_Nevada

COUNTY ROUTE S14

FILE NO.	ENGLISH	DESIGN TEAM	Gustafson \ Smyth \ Frostestad
----------	---------	-------------	--------------------------------

## STORY

PROJECT NUMBER

NHSX-030-5(276)--34-85

**A1**

1/22/2021	ASMTN	pre\vm\p\int l-det, int-len\Main\Documents\Projects\8507003019\01strictDesign\SHI_85030276_801.dgn
-----------	-------	--



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

hrgreen.com

February 18, 2021

Jordan Cook  
City Administrator  
City of Nevada, IA  
1209 6th Street  
Nevada, IA 50201

Re: Nevada WWTF Improvements – Phase 2: Construction Phase Services Professional Services Agreement

Dear Jordan:

Enclosed is our Professional Services Agreement for Construction Phase Services of the Nevada Wastewater Treatment Facility Improvements – Phase 2 project.

Construction of this complex wastewater treatment facility (WWTF) will span over a 30-month timeframe. The Scope and fee includes:

- Construction Administration services
- Construction Observation services
  - 28-months of full-time resident observation
  - Two months of part-time resident observation
- Construction Testing services
  - Soils testing, concrete testing, rebar inspections performed by HR Green's subconsultant

The overall fee for professional services for the project is \$2,075,000. I plan to present the specific details of our professional services to the City Council at the February 22<sup>nd</sup> City Council meeting.

If you have questions or need additional information, please do not hesitate to contact me. We are excited to assist the City during construction this major infrastructure project and immediately available.

Sincerely,

HR GREEN, INC

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

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

Cc: Kerin Wright, City  
Larry Stevens, HRG  
Casey Patton, HRG

Enclosure



## **PROFESSIONAL SERVICES AGREEMENT**

**For**

**Nevada Wastewater Treatment Facility (WWTF) Improvements – Phase 2  
Construction Phase Services**

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

Michael Roth, P.E., Senior Project Manager  
HR Green, Inc.  
5525 Merle Hay Road, Suite 200  
Johnston, IA 50131  
HR Green Project: 160473.02

February 22, 2021

## 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**

The project will cover the second phase (Phase 2) of construction of improvements for the CLIENT's proposed Wastewater Treatment Facility (WWTF). The proposed WWTF improvements include: Administration/Vehicle Storage Building with administrative area, control room, offices, IT room, training and breakroom, locker rooms, mezzanine, vehicle storage bays, electrical room, and emergency standby engine generator; Headworks Building with screening, grit removal, flow measurement; Three-Stage Oxidation ditch activated sludge system with flow splitter; Secondary Treatment Building with return sludge and waste sludge pumping and control, flow measurement, office and operations laboratory; Secondary Clarifiers with flow splitter, scum removal; Secondary Treatment Chemical Feed and Storage Building with storage tanks and chemical feed equipment; Ultraviolet Disinfection Building with UV disinfection equipment, flow measurement, effluent pumping, effluent sampling; Aerobic Digesters with integral membrane thickening units, diffused aeration and mixing system, and cover system; Solids Processing Building with waste sludge screening, permeate pumping, aeration blowers, biosolids pumping; Biosolids Storage Tank and Biosolids Pumping Station with tank decant, mixing system and truck load-out; Return Pumping Station; Sitework with access roads, yard piping, grading, drainage, yard structures, surfaces, erosion control, landscaping, fencing, lighting, security with associated mechanical, electrical, instrumentation and controls, architectural, and structural systems.

This Professional Services Agreement is a continuation from the Design and Bidding phase services for the Nevada WWTF Improvements project and include Construction Administration, Construction Observation, and Construction Testing services for Phase 2 construction activities.

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

Phase 2 improvements will be completed in one construction contract.

COMPANY will use sub-consultants for soils testing, concrete testing, and special inspections phase services.

CLIENT is requesting full time resident observation during the duration of the project for all but the final two months where part-time resident observation will be planned.

Construction duration from start to Substantial Completion is approximately 27 months, and construction duration from start to Final Completion is approximately 30 months.

## **2.0 Scope of Services**

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

The effort for the following tasks assumes the construction phase will last up to 30 months.

## **2.1 Phase 1000 Construction Administration**

### **2.1.1 Task 1010 Project Management**

- Provide on-going project management throughout the construction phase of the project. Advise CLIENT if additional data or services are necessary and assist CLIENT in obtaining such data and services. Provide for communication including postage, printing, and telephone service.
- Issue Notice to Proceed.
- Review of Contractor certification of insurance for conformance with the Project Documents.
- Compile and deliver four (4) sets of Conformed Contract Documents.
- Monitor project budget and schedule through weekly reviews of project status.
- Prepare monthly invoices for engineering services based on time and expense charges for duration of the project which is expected to last 30 months.
- Prepare a monthly Engineering Report summarizing current project status/schedule, outstanding issues, percent complete, and other engineering related issues. Provide to the CLIENT ahead of first regular Council meeting of the month. Senior Project Manager will participate via conference call/virtual meeting at first Council meeting of the month to respond to questions from the Council on the project. Up to 30 reports/council meetings are planned.
- Prepare and submit project completion letters for Iowa DNR General Construction Permit.

### **2.1.2 Task 1020 - Project Meetings**

- Conduct a preconstruction meeting with the CLIENT, Contractor(s), Subcontractors, COMPANY's Project Manager and Resident Project Representative, and other public utility companies. The meeting shall be held virtually with up to two (2) COMPANY staff on-site. Provide meeting minutes to all project stakeholders.
- The Contractor(s) will be responsible for organizing and leading monthly progress meetings. The COMPANY will participate in the monthly progress meetings and site visits. The progress meetings may be held virtually with limited COMPANY staff on-site as conditions allow. Up to 29 progress meetings are expected.
- The Contractor(s) will be responsible for preparing progress meeting agenda, attending progress meetings, and prepare meeting minutes as well as distributing meeting minutes to project stakeholders.
- COMPANY will review Contractor's construction schedule and verify that it is up to date.
- Conduct up to two (2) concrete pre-pour meeting on the site with the CLIENT, Contractor(s), Subcontractors, COMPANY's Project Manager and Resident Project Representative, and Structural Engineer as per the contract documents. Provide meeting minutes to all project stakeholders.
- Attend up to one (1) City Council Meeting to provide recommendation of project acceptance.

### **2.1.3 Task 1030 - Shop Drawings**

- Receive and log all submittals and track outstanding submittals. Share the log with the CLIENT and Contractor(s) at progress meetings.
- Review shop drawings, samples, and manufacturer's data submitted by the Contractor(s) as required by the project specifications.

- Evaluate and determine the acceptability of substitutions proposed by the Contractor(s).
  - Any substitutions will be reviewed by the COMPANY and shall first be approved by the COMPANY and then approved by the CLIENT.
- 2.1.4 Task 1040 - Contractor Correspondence
- Issue responses to the Contractor's information request to interpret and clarify the contract documents.
  - Provide general correspondence with CLIENT, Contractors, subcontractors, and suppliers throughout the project duration.
  - Act as CLIENT's representative, consult with and advise CLIENT, and have the authority to act on behalf of the CLIENT.
  - Interpret the intent of the plans, specifications, and contract documents to protect the CLIENT against defects and deficiencies in construction on the part of the Contractors; however, COMPANY cannot guarantee the performance of a Contractor.
- 2.1.5 Task 1050 – Pay Requests
- Review the Contractor's monthly applications for progress and final payment and, when reviewed, submit recommendation to the CLIENT for payment. Up to 30 pay request applications are expected.
- 2.1.6 Task 1060 – Change Orders
- Prepare contract change orders including justifications and recommendations. Up to 12 change orders are anticipated for the entire project duration.
- 2.1.7 Task 1070 - Final Site Visit/Punch List
- Make a pre-final inspection of the project and develop a tabulation of items to be completed (punch list) by the contractor.
  - Make a final inspection of the project to verify completion of punch list items.
  - Prepare statements of substantial completion and final completion.
  - Submit documents for final acceptance from the CLIENT.
- 2.1.8 Task 1080 - Record Drawings
- Compile Contractor's as-built markups to prepare record drawings. These record drawings will be based on information supplied by the Contractor(s) and resident project representative.
  - Distribute two (2) hard copies of record drawings in 11x17 size format and one electronic copy (disc) in PDF of record drawings to CLIENT.
- 2.1.9 Task 1090 - SRF Davis-Bacon Wage Review.
- Collect and maintain contractor and subcontractor payroll records in accordance with the required provisions of the SRF program.
  - Perform spot check of payroll records against wage rates as included in the Contract Documents.
  - Provide CLIENT payroll records at the completion of the project.
- 2.1.10 Task 1100 - Warranty Assistance
- Provide staff to review defective work or material discovered during the project's warranty period.
  - Observe defective work and report to the contractor.
  - The contractor will be responsible for coordinating the completion of the warranty work with their suppliers, manufacturers, sub-contractors, or agents. COMPANY will report the warranty work completion schedule to the CLIENT.

- Observe, review, and/or reject warranty workmanship and materials.
- Notify the CLIENT of completed warranty work.
- COMPANY will provide up to 200 hours for warranty assistance for the CLIENT.

**2.1.11 Task 1110– Commissioning and Startup**

- COMPANY will lead a Commissioning Team on site to verify operations, start up, set or verify controls, instruments, set points and the control system prior to Substantial Completion.
- The Commissioning Team will include members of the CLIENT's WWTF operations staff, including the CLIENT's lead operator-in-charge.
- Commissioning will not start until the Contractor has completed Manufacturer's Field Services and Training for each of the equipment items.
- The Commissioning Team shall consult with equipment and systems manufacturers and representatives as necessary and appropriate.
- COMPANY will provide up to 80 hours by the Commissioning Team to validate operations and start up processes.

**2.2 Phase 2000 Construction Observation**

**2.2.1 Task 2010 - Resident Observation**

- Provide Resident Project Representative (RPR) for 28 months of full-time on-site construction observation and two (2) months of part-time on-site construction observation. Full-time RPR effort is based on up to ten (10) hours per day, five (5) days per week on-site time and travel time to/from the COMPANY's Johnston office. Part-time RPR effort is based on up to ten (10) hours per day, three (3) days per week on-site time and travel time to/from the COMPANY's Johnston office. Total RPR effort is estimated up to 6,140 hours. Tasks include:
  - Observe, review, and/or reject construction workmanship and materials.
  - Prepare daily reports of construction activities and quantities.
  - Review Contractor supplied quantities for monthly pay request (excluding earthwork quantities which are paid based on plan quantities).
  - Document the details of the constructed project.
  - Act as CLIENT's representative, consult with and advise CLIENT, and have the authority to act on behalf of the CLIENT.
  - Resident observation services do not include responsibility for construction means, controls, techniques, sequences, materials testing, procedures and safety.

**2.2.2 Task 2020 – Drone Aerial Imagery**

- COMPANY will provide aerial imagery by use of a drone throughout the construction to show overall progress and changes in the construction.
- COMPANY will conduct up to 30 drone flights to document overall progress on-site.

**2.3 Phase 3000 Construction Testing Services**

**2.3.1 Task 3010 – Soil Testing Services**

- Provide soil testing services and geotechnical engineering consultation via a subconsultant throughout the duration of construction activities to verify soil compaction requirements per the project documents. The Project Documents are based on soil testing to be provided by the CLIENT. Testing services shall be

invoiced through the COMPANY without markup to the CLIENT. Soil testing services include:

- Sample collection and laboratory proctor testing – up to 12 samples
- On-site Compaction testing for earthwork fill/placement – up to 120 field density tests
- On-site Compaction testing for structures and trench backfill – up to 750 field density tests

#### 2.3.2 Task 3020 – Concrete Testing Services

- Provide concrete testing services and geotechnical engineering consultation via a subconsultant throughout the duration of construction activities to verify cast-in-place concrete requirements per the project documents. The Project Documents are based on concrete testing to be provided by the CLIENT. Testing services shall be invoiced through the COMPANY without markup to the CLIENT. Concrete testing services include:

- Sample collection and concrete testing (on-site & laboratory) – up to 380 sets (air content, slump, temperature, & compressive strength)

#### 2.3.3 Task 3030 – Concrete Reinforcement Placement Special Inspections

- Provide Special inspections related to reinforcement placement for cast-in-place concrete construction by a certified Reinforced Concrete Special Inspector via a subconsultant throughout the duration of construction activities to verify requirements per the project documents. The Project Documents are based on building code outlining reinforcement placement inspections. Similar to cast-in-place concrete testing, these inspections would be provided by the CLIENT. Inspection services shall be invoiced through the COMPANY without markup to the CLIENT. Concrete testing services include:

- On-site reinforcement placement review – up to 185 inspections

### 3.0 Deliverables and Schedules Included in this Agreement

Notice to Proceed given to Contractor	March 19, 2021
Preconstruction Meeting (tentative)	week of March 29, 2021
Substantial Completion	June 30, 2023
Final Completion	September 30, 2023

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

### 4.0 Items not included in Agreement/Supplemental Services

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

- Preliminary Design, Final Design, Easement Acquisition, and Bidding services.
- Modifications to the design based on differing subsurface and physical conditions encountered in the construction project.

- Additional or extended services during construction made necessary by:
  - Work damaged by fire or other cause during construction.
  - Significant amount of defective or neglected work by any Contractor.
  - Acceleration of the progress schedule involving service beyond normal working hours.
  - Default by any Contractor.
  - Failure of the Contractor to complete the work within the contract time.
- Evaluation of unusually complex or unreasonably numerous claims and/or requests submitted by Contractor or others in connection with the work.
- Evaluation of unreasonably numerous shop drawing resubmittals due to non-conformance with the project documents by Contractor or others in connection with the work.

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

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

Soils testing services.

Concrete testing services.

Concrete reinforcement placement special inspections as required by building code.

Review of architectural submittals by project's architectural subconsultant.

#### **6.0 Client Responsibilities**

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



## **7.0 Professional Services Fee**

### **7.1 Fees**

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

### **7.2 Invoices**

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

### **7.3 Extra Services**

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

### **7.4 Exclusion**

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

### **7.5 Payment**

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of \$2,075,000.00.

## 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 attorneys' fees arising out of or resulting therefrom.

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

**8.17 Failure to Abide by Design Documents or To Obtain Guidance**

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

**8.18 Opinion of Probable Construction Cost**

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

**8.19 Design Information in Electronic Form**

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

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



submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

#### 8.20 Information Provided by Others

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

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

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

#### 8.21 Force Majeure

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

#### 8.22 Job Site Visits and Safety

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

#### 8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors,

employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

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

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

#### 8.24 Certificate of Merit

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

#### 8.25 Limitation of Liability

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

#### 8.26 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 attorneys' fees arising out of or resulting therefrom. Any construction observation services provided by COMPANY shall not include these devices.

#### 8.27 Environmental Audits/Site Assessments

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

#### 8.28 Construction Observation

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

If the CLIENT desires more extensive project observation or full-time project representation, the CLIENT shall request in writing such services be provided by COMPANY as Additional Services in accordance with the terms of the AGREEMENT.

#### 8.29 Soliciting Employment

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

#### 8.37 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal



entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

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

Sincerely,

HR GREEN, INC.

Michael Roth, P.E.

Approved by:

Printed/Typed Name: James R. Rasmussen, P.E.

Title: Vice President

Date:

2/18/21

CITY OF NEVADA, IA

Accepted by:

Printed/Typed Name:

Title:

Date:

## CITY OF NEVADA ADMINISTRATIVE POLICY

**Policy Number:**

**Subject:** Street Patching

**Approved By:** Jordan Cook

**Effective Date:** March 1, 2021

**Amended Date:**

**PURPOSE AND SCOPE:**

This policy sets forth criteria to be followed for work patching City streets by contractors during work in the City's ROW.

The City Administrator's goals are to provide a consistent and clear procedure for patching City streets by contractors working in the City's ROW.

**PROCEDURE:**

Policy for Street Repair 135.10

Street repairs shall be complete and the street open 72 hours after the work in the street is completed. The street patch shall be compliant with current City standards in addition the patch shall be concrete 7 inches thick unless the street is thicker and then the patch shall match the thickness of the street, there shall be an eighteen (18) inch shelf of undisturbed soil surrounding the hole as part of the patch.

Cold Weather Patching: The Public Works Director may, between the months of November & April, decide the weather is too cold for a patch to be placed. A temporary patch will be placed and maintained by the City until the Public Works Director deems the weather would allow a compliant permanent patch, at which time the permit holder would have 72 hours to place the permanent patch. All costs associated with the placement & maintenance of the temporary patch shall be paid by the permit holder prior to applying for other permits.

---

Jordan Cook, City Administrator

### **135.10 EXCAVATION AND CONSTRUCTION IN PUBLIC RIGHT-OF-WAY.**

No person shall dig, excavate or in any manner disturb any street, parking or alley except in accordance with the requirements set forth in this section. Streets and alleys shall be opened in a manner which will cause the least inconvenience to the public and admit the uninterrupted passage of water along the gutter on the street.

1. Definitions. As used in this section, the following words have the following meanings:

A. "Building Official" means the City of Nevada Building Official appointed pursuant to Section 156.06 of this Code, acting on behalf of and with authority of the City of Nevada, Iowa, under the direction and supervision of the City Administrator. "Building Official" also includes any designee authorized by the City Council, the City Administrator or the Building Official to act for and on behalf of the Building Official.

B. "Excavation and construction" includes, but is not limited to the installation, repair and replacement of streets, other public facilities and right-of-ways, driveways, driveway approaches and sidewalks, all public utilities and all activities directly or indirectly related thereto.

C. "Excavation permit" means a document issued by the Building Official to a licensed contractor who proposes to perform excavation or construction work on ROW owned by the City. "Excavation permit" also means a document issued by the City Building Official to a private owner of land who proposes to perform minor sidewalk or driveway improvements on ROW abutting land owned by the private owner. All permits shall be issued for a specific, individual project and shall expire on a date certain determined by the Building Official.

D. "Minor repairs personally performed by property owners to driveways" located on City owned right-of-way and public grounds abutting the owner's property includes resurfacing, crack repair or removal and replacement to the same line and grade, but excludes any work required to the street curb cut.

E. "Minor repairs personally performed by property owners to sidewalks" located on City owned right-of-way and public grounds abutting the owner's property includes crack repair or removal and replacement of sidewalks to the same line and grade.

F. "Right-of-way" and "City right-of-way" means all of the City owned real estate situated between private property lines. The purposes of City right-of-way include, but are not limited to, the accommodation of streets, alleys, road signs, sidewalks and above and below ground public utilities and franchise utilities. For purposes of this section, "City right-of-way" and "right-of-way" have the same meaning and are hereafter abbreviated and referred to as "ROW."

G. "ROW excavation license" (hereafter "license") means a document issued by the Building Official to a contractor granting the contractor authority to perform construction or excavation of any type within the ROW. The holder of a license is referred to as the "licensee."

2. License Required; Exceptions. No permit may be obtained without an approved and current license. A license granted by the Building Official pursuant to the following provisions shall be required of all contractors, sub-contractors, persons or legal entities performing excavation or construction in the ROW, including work performed by a franchise utility and all sub-contractors employed or retained by a franchise utility. However, a license shall not be required of utilities regulated by the state or managed by the Council, contractors operating under a public improvement contract with the City and property owners personally performing minor repairs to sidewalks or driveways on ROW abutting property owned by them.

3. Requirements for Issuance of a License. An annual license shall be issued by the Building Official only upon the contractor furnishing the City with all of the following:

A. An annual bond with the City with sureties acceptable to the City in the sum of five thousand dollars (\$5,000) conditioned upon the full observance of all City ordinances applicable to the work of construction in public streets.

B. Proof satisfactory to the City that the licensee will indemnify, defend and hold the City harmless from any and all claims for losses and damages sustained by any claimant as a consequence of an alleged or proven act of omission or commission on the part of such licensee, or the licensee's subcontractors, agents, employees or assigns while engaged in excavation or construction in the ROW as defined above.

C. Proof satisfactory to the City that the licensee will reimburse the City for all costs, including but not limited to attorney fees, incurred by the City in enforcing the terms of the bond.

D. A Certificate of Insurance showing insurance coverage in accordance with the following requirements, or such other requirements as may from time to time be established by the City Council by resolution:

(1) Public liability insurance covering all operations, for the duration of the license, performed by licensee's agents, persons directly employed by the licensee, subcontractors or their employees, or independent contractors, in the following amounts: one million (\$1,000,000) each occurrence, one million (\$1,000,000) aggregate.

(2) Automobile liability insurance on all self-propelled vehicles in the following amounts: one million (\$1,000,000) each occurrence, one million (\$1,000,000) aggregate.

(3) Workers compensation and employer's liability, if required by the Code of Iowa, at such policy limits as are required by the Code of Iowa.

(4) In lieu of the limits established by the sub-paragraphs set forth immediately above, the licensee may show proof of comprehensive excess liability coverage in conjunction with lower limits for public liability and automobile liability insurance, which taken together provide insurance coverage to a limit of one million (\$1,000,000) each for public liability and automobile liability.

(5) Coverage shall be provided for Explosion ("X"), Collapse ("C"), and Underground ("U") hazards.

E. All insurance policies and their respective coverage provisions shall be reviewed and approved by the City's liability insurance provider.

F. The City of Nevada, Iowa, shall be designated as an additional named insured on all insurance policies required by this section.

G. Upon approval of the application, compliance with all of the above requirements and payment of any required fees, the license shall be issued.

4. License Suspension and Reinstatement. The license of any licensee shall be suspended by the Building Official upon receipt by the City of a notification of cancellation of the licensee's bond or liability insurance and may be reinstated only upon filing a new bond or certificate. Electric and natural gas utility companies and City departments shall be presumed to have adequate public liability coverage.

5. Permit Required. No excavation shall be commenced without first obtaining a permit therefor. A plumbing permit may be substituted for an excavation permit. A written application for such permit shall be filed with the City by the entity for which the work is being done and shall contain the following:

*(Ord. 951 - Jul. 09 Supp.)*

A. An exact description of the property, by lot and street number in front of or along which it is desired to excavate. A single excavation shall be deemed to constitute all the excavation or construction necessary for a single connection, single driveway and adjoining sidewalk or a cut for installing a main, service, pole or structure not exceeding one hundred (100) feet in length within public property, or at the sole discretion of the City, a single continuous project up to 1,320 feet.

*(Ord. 951 - Jul. 09 Supp.)*

B. A statement of the purpose for the permit and for whom and by whom the excavation is to be made and contact information for each, including but not limited to complete addresses, phone numbers and cell phone numbers.

C. The person or entity responsible for restoration of any disturbed area within the ROW, together with their contact information.

D. Any proposed street or alley closures with the name and contact information of the firm or individual providing signage that will meet current City standards.

E. The date of commencement of work and the estimated completion date.

F. A statement in bold print that the contractor and owner understand and agree that "the owner or other entity for whom the work is being done, if not the owner, shall be responsible to the City for all work performed."

6. Permit & License Fees. The City shall charge a fee for the license and permit. The fees shall be set by resolution of the City Council and shall be set-forth in the Schedule of Fees in the Appendix to this Code.

7. Notification. Prior to beginning work, the permit holder shall be responsible for notifying the abutting property owners within sixty feet of the work being done of the nature and extent of the work and the proposed start and finish dates.

8. **Emergencies.** In an emergency, authorized persons or companies may commence excavations without a permit, provided they have made a reasonable effort to inform the City police department, the street department, the Building Official and the utility companies whose underground utility lines may be involved or affected in any manner. Those involved in the work shall make written application for a permit at the earliest practicable time.

9. **New Subdivisions.** A license as specified herein shall be required, but permit fees will not be applicable for installation or construction of public improvements within new subdivisions. A separate inspection fee and bond requirements are established in the Subdivision Ordinance.

10. **Safety Measures.** Any person, firm, or corporation cutting a pavement or surface or performing work in the ROW shall provide adequate barricades, signage, fencing and warning lights meeting standards adopted or specified by the City and shall place such devices so as to protect the public from hazards, vehicles, equipment, materials, excavated material and similar items. The City may require greater protection than that required by current City standards if the circumstances warrant. All costs incurred by the City in providing or maintaining adequate barricades, signage, fencing or warning lights shall be paid to the City by the permit holder prior to issuance of a permit. Where traffic conditions warrant, the contractor may be required to provide flag persons, if in the judgment of the Building Official the public safety requires it. Compliance with City ordinances and regulations shall not be deemed to waive the requirement that the contractor shall comply with all the requirements of the labor safety laws and the rules of the Iowa Department of Labor, nor shall any failure be deemed a responsibility of the City.

11. **Backfilling and Restoration.** Streets, sidewalks, alleys and other public property disturbed in the course of the work shall be restored in accordance with the standards promulgated by The Urban Standard Specifications for Public Improvements (SUDAS) as amended by the City of Nevada and in a manner satisfactory to the City, at the sole expense of the permit holder. All work shall be subject to inspection by the City. Backfill shall not be deemed completed, or resurfacing of any improved street or alley surface begun, until such backfill is inspected and approved by the Building Official. No project shall be considered completed unless all disturbed areas are restored in a manner satisfactory to the City and until the Building Official or designee agrees to the restoration in writing. The permit holder shall provide the City with notice at least twenty-four (24) hours prior to the time when inspection of backfill or restored disturbed area is desired. Should any excavation in any street, alley or parking be discontinued or left open and unfinished for a period of twenty-four (24) hours after the approved completion date, or in the event the work is improperly done, the City has the right to finish or correct the work and charge any expenses therefore to the permit holder.

12. **Responsibility for Costs.** All costs and expenses incident to the excavation shall be borne by the permit holder. The permit holder shall indemnify the City from any loss or damage that may directly or indirectly be caused by such excavation.

13. **Standard Specifications.** All work in the right-of-way shall be done in accordance with the City's Standard Specifications (SUDAS) as amended by the City of Nevada.

14. **Removal of Structures in the ROW.** City regulation of the use of the ROW by abutting private property owners is necessary for the following reasons:

A. To assure that such ROW remains free of unnecessary impediments to the placement, maintenance and repair of streets, alleys, road signs, sidewalks, above and below ground public utilities; and

B. To minimize tort liability that may arise from injuries to persons or property occurring on, or as a consequence of structures located within the ROW. Abutting private property owners are entitled to the use of the ROW only to obtain necessary and otherwise lawful pedestrian and vehicular ingress and egress to private property. The subsections set forth below shall apply to the removal of driveways, sidewalks, structures and other man-made objects in the ROW.

15. **Driveways.** A driveway in use on the effective date of this section (June 5, 2008) for the purpose of providing vehicular ingress and egress across the ROW to a garage or all weather surface parking area located on abutting private property, which ceases after the effective date of this section to be used for such a purpose, shall be removed from the curb cut to the property line. The area disturbed shall be restored and reseeded and the driveway curb cut shall be removed and replaced in accordance with City standard specifications. Such removal to the property line shall not be required if all of the following conditions are met:

A. The property owner desires to use the driveway for vehicle parking only;

B. The portion of the driveway located upon private property is hard surfaced and sufficient in size to accommodate at least one parked full-sized four wheeled vehicle. "Sufficient in size" means an area measuring a minimum of 10 feet wide and 20 feet long; and

C. The parking of vehicles on the driveway is otherwise lawful and does not violate the nuisance provisions of the Nevada City Code including, but not limited to those relating to the parking of vehicles on private property.

16. Sidewalks. A sidewalk in use on the effective date of this section (June 5, 2008) for the purpose of providing pedestrian ingress and egress across the ROW to a residence, business or related structure located on abutting private property, which ceases after the effective date of this section to be used for that purpose and which does not meet the City standard specifications for location, shall be removed from the curb to the property line. The area disturbed shall be restored and reseeded.

17. Other Structures. Any structure or other man-made object (excluding driveways and sidewalks) located on the ROW in use on the effective date of this section (June 5, 2008) for any purpose, which ceases after the effective date of this section to be used for the purpose it served on the effective date of this section, shall be removed from the curb, or from its starting point on the ROW to the property line. The area disturbed shall be restored and reseeded. Any structure or other man made object (excluding driveways and sidewalks) located on the ROW which has not ceased to serve its original purpose, but which must be removed in order to accomplish necessary public improvements or public utilities installations in such ROW, shall be removed at the expense of the public utility and shall not be restored, rebuilt, or replaced on the ROW. The area disturbed shall be restored and reseeded at the expense of the public utility.

18. Responsibility for Removal. Except as otherwise specified herein, the cost and responsibility for removal of structures and objects from the ROW and for the performance of all work required to comply with this section, shall be born by the owner of the property abutting the ROW.

19. Refusal to Comply. Should the required removal not be performed within the time specified by the City to the owner, the City shall perform the removal and assess the cost thereof against abutting property owner by certifying the cost of the removal to the County Treasurer, to be collected in the same manner as a property tax is collected. Notice to the owner shall be given by written notice mailed to the responsible party at the party's last known address as shown by the records of the County Auditor, by both certified mail-return receipt, and ordinary first class mail. Notice shall be complete upon mailing.

20. Authority to Adopt Additional Policies. The City Council shall have the authority to adopt, by written resolution, any written policy, rule or specification relating to or amplifying the terms of this section. Once adopted, the policy, rule or specification shall have the same authority, force and effect as the ordinance codified in this section. Copies of all such policies, rules and specifications shall be on file with the City Clerk and Building Official and shall be available for inspection by members of the public, the same as the City Code. Photocopies shall be provided upon request, for a charge set forth in the Appendix to this Code.

21. Penalties. Any violation of this section may be prosecuted as a Simple Misdemeanor Criminal Offense or a Municipal Infraction with a fine or civil penalty established by the City Council and set forth in the Appendix to this Code. In addition to any criminal or civil penalty that may be imposed, the violator shall be liable to the City for all direct and indirect costs incurred to correct the deficiency or violation, including but not limited to corrective work performed by the City and any contractor hired by the City.

*(Ord. 931 - Jan. 09 Supp.)*



February - 2021

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

From: Tim Hansen, Director of Parks and Recreation

Re: General Information Report

- Field House Project:
  - The Nevada Foundation continues to meet monthly. They are still in the silent phase of the campaign.
  - Met with RMH on February 16<sup>th</sup> to discuss camera systems and fob entry systems for the building and how it could be used throughout SCORE.
- Working on derecho information for FEMA.
- Preparing a new Seasonal Employee Training and Orientation information.
- Reviewing applications for spring and summer employment and setting up interviews.
- Wrapping up winter programming and moving ahead with spring and summer planning.
- Staff has been busy with snow removal.
- Mike has been assisting City Hall with janitorial needs.
- Equipment bids for grounds maintenance equipment. This will come to the Council in March.
- Continuing education scheduled for February 22<sup>nd</sup> & 25<sup>th</sup> and March 23<sup>rd</sup> & 30<sup>th</sup>.
- Safety Training for all staff March 3<sup>rd</sup> & April 6<sup>th</sup>.
- Upcoming projects:
  - Billy Sunday Field: Will hopefully be working with On-Track Construction this winter to start on the clean-up and renovations to Billy Sunday Field to make it a multi-use green space for soccer, baseball, special events, etc.
    - Removal of light poles
    - Removal of dugouts, fill with dirt/seed, enclose openings with chain link fence.
    - Removal of press box
    - Removal of infield dirt and warning track and replace with black dirt and seeding.
- Staff, City Council, and Safety meetings.

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



## CITY OF NEVADA PARKS & RECREATION

### 2021 Fawcett Family Aquatic Center Information

The following is important information for all persons interested in visiting Fawcett Family Aquatic Center. Information is also located on our City's website [www.cityofnevadaaiowa.org](http://www.cityofnevadaaiowa.org)

#### Location & Phone

(515) 382-2230

1717 Fawcett Parkway

Located just north of Highway 30, exit 158 at the intersection of 19th Street and Fawcett Parkway

#### Dates of Operation/Hours

TBA

**Open Swim:** Noon - 7:30 p.m. Mon.-Fri.  
Noon - 6:00 p.m. Sat. & Sun.

**Adult Lap Swim:** 10:45 am - Noon (Daily)  
A lane is available upon request all hours of operation for lap swimming.

**Twilight Swim:** After 5:00 p.m. daily

**\*\*Dates and hours of operation are subject to change due to any unforeseen circumstance\*\***

#### Semi-Private Group Parties

Groups are invited to rent the pool from 6:00-7:30 p.m. Monday - Friday when not conflicting with group swim lessons for a Semi Private Party at a rate of \$100.00. Groups can have as many swimmers as they would like and can bring in food for their event. Please remember that this special rate is during open swim time. Individuals wanting to reserve a semi-private pool party, must call the park and rec office at 515-382-4352.

Check us out on Facebook for hours and other information including weather related closings, search *Fawcett Family Aquatic Center*.

### Private Pool Parties

Private Pool Parties are available on Saturday's and Sunday's only from 6:15-7:30 p.m. Rental fee is \$225.00.

Call 382-4352 for available dates and to make your reservation. Reservations may be made beginning in February of each year. All rentals must be made at least two (2) weeks prior to the rental date.

### Little Tykes Swim

Little Tykes Swims will be held daily from 5:00 p.m. - Close. During this special time, children under 48" tall can go down the waterslide with a parent/guardian. Specific rules and regulations apply.

### Swim Lessons

**\*\*NEW!** Group lessons will now be offered as semi-private. The week-long 30-minute lessons will be a 1:3 instructor/participant ratio. Nevada Parks and Recreation swim lesson program will include the following classes.

- Parent/Child Water Introduction  
(6 mon.-3 year olds)
- Pre-School (4 and 5 year olds)
- Water Basics (6 years +)

#### Session Dates:

June 14 - 18 (make-up June 21 & 22)  
June 28 - July 2 (make-up June 6 & 7)  
July 12 - July 16 (make-up July 19 & 20)  
July 26 - July 30 (make-up August 2 & 3)

Level information is available on the following Page: <http://www.cityofnevadaaiowa.org>

### Swim Lesson Registration

An online registration process is in place. All registrations must be made online at <http://abcsportscamps.com/nevadaaiowa> Please note swim lesson registration will open on Monday, April 5. Classes will automatically fill and cap/close as registrations take place online. Parks and recreation reserve the right to combine classes that do not fill. Please note, no private swim lessons will be offered at the facility. Fee is \$30.00/session.

## Aquatic Center Rates & Fees

Purchase your season pass online! Passes are available on the following website.

<http://abcsportscamps.com/nevadaiowa>

Discount passes are available April 5 – April 25.

### Season Pass Options:

#### Individual Season Pass: \$80.00

Pass is good for one season for an individual.

#### 2 Person Family Pass: \$115.00

Pass is good for one season for 2 individuals living in the same household. Example: siblings, parent/child. Pass is non-transferrable.

#### 3 Person Family Pass: \$145.00

Pass is good for one season for 3 individuals living in the same household. (Example: siblings, parent/children). Pass is non-transferrable.

#### 4 Person Family Pass: \$170.00

Pass is good for one season for 4 individuals living in the same household. (Example: siblings, parent/children). Pass is non-transferrable.

#### Additional Family Member: \$25.00 each beginning with the 5<sup>th</sup> family member

(Example: Additional Child). Pass is non-transferrable.

#### Babysitter or Grandparent Pass: \$55.00

This can be added to a Family Season Pass and is limited to (1) grandparent or babysitter not living in the same household.

#### Senior Season Pass: \$65.00

Pass is good for one season for individuals 55 years of age and older. Pass is not good for special events outside regular pool hours.

## Aquatic Center Activities & Events

### Aqua Aerobics

Aquacise will be held on Monday's, Wednesday's and Friday's June 7 – August 13. Noon – 12:45 p.m. Fee is \$85.00. Please register online by visiting:

<http://abcsportscamps.com/nevadaiowa>

#### General Admission: \$5.00/person

All patrons ages 4-54 must pay to enter the pool facility regardless of their intent to swim or not. General admission includes use of all pool facilities.

#### Toddler Rate (2-3 year olds): \$3.00/person

#### Children 1 and under: FREE

All children 1 and under receive free admission when accompanied by a paying adult.

#### Senior Admission: \$4.00/person

All individuals over the age of 55 may receive a complimentary \$1.00 discount off the regular general admission price. Discounted rate must be requested.

#### Noon Lap/Twilight Swim: \$3.00/person

Noon swim is from 10:45 – Noon Daily. A fee of \$3.00 must be paid for adult lap swim or individuals must have a pool pass to utilize the pool at this time.

After 5:00 p.m. each day admission is \$3.00/person.

#### Punch Pass: \$45.00/card\*\*

10 admissions to the Aquatic Center. Punch cards are available at Fawcett Family Aquatic Center.

#### Group Rate: \$4.00/person\*\*

Groups of 20 or more calling ahead of time can receive a group rate of \$4.00/person. Call the Parks and Recreation Office at 515-382-4352 to request the rate.

All fees include applicable state taxes.

**Nevada Parks and Recreation  
reserves the right to change or  
modify any information  
contained in this brochure.**

## **Memo**

**To: City Council**

**From: Shawn Cole, Zoning Supervisor**

**CC: Jordan Cook**

**Date: 02/17/21**

**Re: General Information**

---

1. Staff will be scheduling a meeting for the Downtown construction prior to the March 8<sup>th</sup> meeting.
2. The WWTP project is progressing, the sewer line is being dug in.
3. Staff was in training 2/8-2/12.

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



## MEMO

---

To: City of Nevada, IA - Jordan Cook, City Administrator & Council  
From: Mike Roth, HR Green  
Subject: Nevada WWTF Improvements, Phase 1 – Construction Update  
Project Number: 160473.01  
Date: February 18, 2021

---

The purpose of this memo is to provide the City with an update on the status of the Nevada WWTF Improvements – Phase 1 construction project, summarize work completed for the period, and summarize planned future work for the upcoming period.

### Work Completed this Period

1. Subcontractor (On Track) has installed approximately 1,100 LF of the 30-inch influent sewer and 4 manholes (total to date).
2. Topsoil has been removed and stockpiled (previous period)
3. Approximately 20% of the rough site grading/excavation has been completed (previous period)

### Planned Future Work in Upcoming Period

1. Continue installation of 30-inch influent sewer and manholes.
2. Begin installation of 54-inch stormwater culverts under access driveway.
3. Begin installation of effluent outfall pipe.

### Percent Complete

1. Approximately 70% of influent sewer
2. Approximately 30% on entire project

### Outstanding Issues

1. None.

Please do not hesitate to contact me at (515) 657-5304 or [mroth@hrgreen.com](mailto:mroth@hrgreen.com) with any questions or concerns regarding this project.

