

**AGENDA**  
**REGULAR MEETING OF THE NEVADA CITY COUNCIL**  
**MONDAY, FEBRUARY 24, 2020 – 6:00 P.M.**  
**NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6<sup>TH</sup> STREET**

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

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. PUBLIC HEARING(S)
  - A. FY20/21 Maximum Property Tax Levy
    1. Public Hearing
    2. Resolution No. 028 (2019/2020): A Resolution approving the Fiscal Year 2020/2021 Maximum Property Tax Dollars for the City of Nevada, Iowa
  - B. Central Business District Infrastructure Improvements Project
    1. Public Hearing, on proposed plans, specifications, form of contract and estimate of cost for the Central Business District Infrastructure Improvements Project
    2. Resolution No. 029 (2019/2020): A Resolution finally approving and confirming plans, specifications, form of contract and estimate of cost for the Central Business District Infrastructure Improvements Project
    3. Consideration of Bids for the Central Business District Infrastructure Improvements Project
    4. Resolution No. 030 (2019/2020): A Resolution awarding contract for the Central Business District Infrastructure Improvements Project

5. Resolution No. 031 (2019/2020): A Resolution authorizing Engagement Services with Dorsey & Whitney for the proposed issuance of GO Refunding Bonds, Series 2020
  6. Resolution No. 032 (2019/2020): A Resolution setting the date for public hearing on proposal to enter into a General Obligation Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$9,000,000
5. Approval of CONSENT AGENDA (Any item on the Consent Agenda may be removed for separate consideration.)
- A. Approve Minutes of the Regular Meeting held on February 10, 2020
  - B. Approve Payment of Cash Disbursements, including Check Numbers 73032-73105 and Electronic Numbers 738-742 (Inclusive) Totaling \$330,697.76 (See attached list)
  - C. Schedule Public Hearing on Fiscal Year 2021 Budget for March 23, 2020 at 6:00 p.m. and Authorize Publication of Notice on March 5, 2020
  - D. Schedule Public Hearing on Fiscal Year 2021 Capital Improvements Program for March 23, 2020 at 6:00 p.m. and Authorize Publication of Notice on March 5, 2020
  - E. Approve Renewal of Class "A" Liquor License and Sunday Sales Privileges, William F. Ball Post No. 48 American Legion d/b/a American Legion Post #48, 1331 6<sup>th</sup> Street, Effective March 30, 2020
  - F. Approve U.S. Cellular request to exercise their option to renew the Ground Lease Agreement and instruct staff to provide acknowledgement to the company
6. PUBLIC FORUM: Time set aside for comments from the public on topics of City business other than those listed on the agenda – no action may be taken. (Please keep your comments to five minutes or less.) This is an opportunity for members of the audience to bring to the Council's attention any item not listed on the agenda. Comments are limited to five (5) minutes per citizen, and the City will notify citizens when their time has expired. Speakers may not yield their times to others, and as a general rule this is not a time for exchange of questions. The Mayor has the authority to reduce the time allowed for comment in accordance with the number of persons present and signed up to speak.
- A.
7. OLD BUSINESS
- A. Renew 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, 2020
8. NEW BUSINESS
- A. Resolution No. 033 (2019/2020): A Resolution to accept permanent construction easements for public storm sewer improvements for the Walnut/Shagbark Storm Sewer Extension Project
  - B. Discussion and Appropriate Follow-up on Adopting the SUDAS Standards for Public Improvements within the City of Nevada, IA
    1. Resolution No. 034 (2019/2020): A Resolution approving the SUDAS Standards and Fire Hydrant requirements

C. Resolution No. 035 (2019/2020): A Resolution amending the Fiscal Year 2019/2020 and 2020/2021 Salary Ranges for Non-Management/Non-Union personnel for the Development and Communications Specialist

D. Discussion and Appropriate Follow-up on the extension of the Farm Agreement for the 53 Acre Row Crop off Airport Road, Moser Agreement

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

10. ADJOURN

The agenda was posted on the official bulletin board on February 20, 2020, in compliance with the requirements of the open meetings law.

Posted \_\_\_\_\_

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

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**Council Packet Memo  
February 20, 2020**

**4. PUBLIC HEARINGS**

**A. Maximum Property Tax Levy:**

1. **Public Hearing on Proposed Property Tax Levy:** Enclosed you shall find a copy of the Notice to the Public that was published in the Nevada Journal, the city's website and facebook page on February 13, 2020
2. **Resolution No. 028 (2019/2020): A Resolution Approving the Maximum Property Tax Levy:** Enclosed you shall find a resolution approving the maximum property tax dollars for the certain levies established in the code. Staff recommends approval.

**B. Central Business District Infrastructure Improvements Project:**

1. **Public Hearing on proposed plans, specifications, form of contract and estimate of cost for the Central Business District Infrastructure Improvements Project:** Enclosed is the affidavit for the publication of the public hearing regarding the downtown Project.
2. **Resolution No. 029 (2019/2020): A Resolution finally approving and confirming plans, specifications, form of contract and estimate of cost for the Central Business District Infrastructure Improvements Project:** Enclosed is the resolution provided by Dorsey & Whitney to approve the plans and specs for the downtown project and the plans for the project. Staff recommends approval.
3. **Consideration of Bids for the Central Business District Infrastructure Improvements Project:** Enclosed is a recommendation from HR Green detailing the bids received on February 19, 2020 along with the bid tabulation from each contractor.
4. **Resolution No. 030 (2019/2020): A Resolution awarding contract for the Central Business District Infrastructure Improvements Project:** HR Green and Staff recommend approving the bid from Con-Struct, Inc.
5. **Resolution No. 031 (2019/2020): A Resolution authorizing Engagement Services with Dorsey & Whitney for the proposed issuance of GO Refunding Bonds, Series 2020:** Enclosed is the resolution approving the attached agreement with Dorsey & Whitney to provide legal representation for the city regarding our bond issuance. Staff recommends approval.
6. **Resolution No. 032 (2019/2020): A Resolution setting the date for public hearing on proposal to enter into a General Obligation Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$9,000,000:** Enclosed is the resolution to set the date for the public hearing for our bond issuance for the Central Business District Infrastructure Project

**7. OLD BUSINESS**

- A. Renew 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, 2020:** Enclosed you shall find an application for renewal of the Liquor License for Lincoln Tap along with the Inspection report. Staff recommends approval.



**8. NEW BUSINESS**

**A. Resolution No. 033 (2019/2020): A Resolution to accept permanent construction easements for public storm sewer improvements for the Walnut/Shagbark Storm Sewer Extension Project:** Enclosed you shall find a memo from Shawn Cole and a resolution approving the attached storm sewer easements necessary to complete the Walnut/Shagbark Storm Sewer Extension Project. Staff recommends approval of the resolution approving the easements.

**B. Discussion and Appropriate Follow-up on Amending the**

**1. Resolution No. 034 (2019/2020): A Resolution approving the SUDAS Standards and Fire Hydrant requirements:** Enclosed you shall find an Action Form and resolution detailing the request for the change. The attachment for the Special Provisions under Section C.3 the highlighted, bold, italic font is the only added wording from the previous special provisions. Also enclosed is a Guide to Storz Connections explaining the benefits. Staff recommends approval of the resolution.

**C. Resolution No. 035 (2019/2020): A Resolution amending the Fiscal Year 2019/2020 and 2020/2021 Salary Ranges for Non-Management/Non-Union personnel and the job description for the position:** With the addition of a Development and Communication Specialist position it is necessary to place the wage on the matrix. Enclosed you shall find the resolution adopting the new matrix for Non-Management/Non-Union personnel. Also enclosed is the job description for the position.

**D. Discussion and Appropriate Follow-up on the Extension of the Agreement with Moser to rent the city land out near Airport Road:** Enclosed you shall find an Action Form providing history and information regarding the agreement with Steve Moser to farm the 53 acres the City owns off of Airport Road. Staff recommends approving a non-expiring agreement with Steve Moser.

Item # 4A1  
 Date: 2/24/20

CITY NAME	NOTICE OF PUBLIC HEARING -PROPOSED PROPERTY TAX LEVY	CITY CODE
Nevada	Fiscal Year July 1, 2020 - June 30, 2021	85-820

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

Meeting Date:	Meeting Time:	Meeting Location:
2/24/2020	6:00 PM	City Hall Council Chambers

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 Council will publish notice and hold a hearing on the proposed city budget.

City Web Site (if available):	City Telephone Number:
<a href="http://www.cityofnevadaiaowa.org">www.cityofnevadaiaowa.org</a>	515-382-5466

Iowa Department of Management	Current Year Certified Property Tax 2019/2020	Budget Year Effective Property Tax 2020/2021**	Budget Year Proposed Maximum Property Tax 2020/2021	Annual % CHG
Regular Taxable Valuation 1	273,180,211	262,548,035	262,548,035	
Tax Levies:				
Regular General 2	\$2,212,760	\$2,212,760	\$2,126,639	
Contract for Use of Bridge 3	\$0	\$0		
Opr & Maint Publicly Owned Transit 4	\$0	\$0		
Rent, Ins. Maint. Of Non-Owned Civ. Ctr. 5	\$0	\$0		
Opr & Maint of City-Owned Civic Center 6	\$36,879	\$36,879	\$35,444	
Planning a Sanitary Disposal Project 7	\$0	\$0		
Liability, Property & Self-Insurance Costs 8	\$110,737	\$110,737	\$114,825	
Support of Local Emer. Mgmt. Commission 9	\$0	\$0		
Emergency 10	\$73,759	\$73,759	\$70,888	
Police & Fire Retirement 11	\$0	\$0		
FICA & IPERS 12	\$364,222	\$364,222	\$345,605	
Other Employee Benefits 13	\$363,717	\$363,717	\$330,000	
<b>*Total 384.15A Maximum Tax Levy 14</b>	<b>\$3,162,074</b>	<b>\$3,162,074</b>	<b>\$3,023,401</b>	<b>-4.39%</b>
<b>Calculated 384.15A Maximum Tax Rate 15</b>	<b>\$11.57505</b>	<b>\$12.04379</b>	<b>\$11.51561</b>	

Explanation of significant increases in the budget:  
 N/A

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

\*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

**RESOLUTION NO. 028 (2019/2020)**

**A RESOLUTION APPROVING THE FISCAL YEAR 2020/2021 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 2020/2021 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 FY2020/2021 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 24, 2020 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 2020/2021 shall not exceed \$3,023,401. 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 2019/2020.

**PASSED AND APPROVED** this 24<sup>th</sup> day of February, 2020.

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

ATTEST:

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

Moved by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. 028 (2019/2020) be adopted.

AYES:        —  
NAYS:        —  
ABSENT:      —

The Mayor declared Resolution No. 028 (2019/2020) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 028 (2019/2020) at the regular Council Meeting of the City of Nevada, Iowa, held on the 24<sup>th</sup> day of February, 2020.

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



Item # 4B-1  
Date: 2/24/20

Proof Of Publication In  
NEVADA JOURNAL

STATE OF IOWA, STORY COUNTY, ss.

I, Kim Fowler, on oath depose  
and say that I am General Manager of the  
**NEVADA JOURNAL**, a weekly newspaper,  
published at Ames, Story County, Iowa; that the  
annexed printed

**CITY OF NEVADA**

Public Hearing - CBD Project

was published in said newspaper  
1 time(s) on February 6, 2020  
with the last of said publication on  
the 6th day of February, 2020

*Kim Fowler*

*Kimberly Nelsen*



Notary Public  
Sworn to before me and subscribed in my  
presence by Kim Fowler, General Manager  
this the 6th day of February, 2020

AD NO: 1315400  
FEE: \$31.87  
ACCT NO: 37490

#1315400  
**NOTICE OF PUBLIC HEARING ON  
PROPOSED  
PLANS AND SPECIFICATIONS,  
FORM OF CONTRACT AND  
ESTIMATE OF COST FOR THE  
CENTRAL BUSINESS DISTRICT  
INFRASTRUCTURE IMPROVEMENTS  
CITY OF NEVADA, IOWA**

Notice Is Hereby Given: That at  
6:00 PM, at the Nevada Council  
Chambers, 1209 6th Street, Neva-  
da, IA 50201 on February 24, 2020,  
the City Council of the City of Ne-  
vada, Iowa (The "City") will hold a  
public hearing on the proposed  
plans and specifications, form of  
contract and estimate of cost (the  
"Contract Documents") for the  
proposed Central Business Dis-  
trict Infrastructure Improvements  
(the "Project").

The Project shall consist of:  
Reconstruction of all public  
infrastructure, including 9", 8", and  
7"-thick PCC street and parking  
pavements; 4", 5", and 6"-thick  
PCC sidewalks; brick paver side-  
walks; storm sewer; sanitary sewer;  
water main; streetlights; and  
associated work for the following  
streets:

- 6th Street from I Avenue to M Avenue
- J Avenue from 5th Street to 7th Street
- K Avenue from 5th Street to 7th Street
- Lincoln Highway from 5th Street to 7th Street

and the following alleys:

- N-S Alley between 5th Street and 6th Street from J Avenue to Lincoln Highway
- N-S Alley between 6th Street and 7th Street from I Avenue to Lincoln Highway

A copy of the proposed Contract Documents is on file for public inspection in the office of the City Clerk.

At said hearing any interested person may file written objections or present oral comments with respect to the subject matter of the hearing.

Kerin Wright  
City Clerk

Published In the Nevada Journal  
on February 6, 2020 (1T)

RESOLUTION NO. 029 (2019/2020)

Resolution finally approving and confirming plans, specifications, form of contract and estimate of cost for the Central Business District Infrastructure Improvements Project

WHEREAS, the City Council of the City of Nevada, Iowa, has heretofore given preliminary approval to the plans, specifications, form of contract and estimate of cost (the "Contract Documents") for the proposed Central Business District Infrastructure Improvements Project (the "Project"), as described in the notice of hearing on the Contract Documents for the Project; and

WHEREAS, a hearing has been held on the Contract Documents on February 24, 2020;

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

Section 1. The Contract Documents referred to in the preamble hereof are hereby finally approved, and the prior action of the City Council giving preliminary approval is hereby finally confirmed, and the Project, as provided for in the Contract Documents, is necessary and desirable.

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

Passed and approved February 24, 2020.

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

Attest:

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

MINUTES OF MEETING TO APPROVE  
PLANS AND SPECIFICATIONS, FORM  
OF CONTRACT AND ESTIMATE OF  
COST AND TO CONSIDER BIDS

420131-92 (L)

Nevada, Iowa

February 24, 2020

The City Council of the City of Nevada, Iowa, met on February 24, 2020 at 6:00 p.m., at the Council Chambers, Nevada, Iowa, pursuant to published notice. The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

The Mayor announced that this was the time and place set for hearing on the plans and specifications, form of contract and estimate of cost for the proposed Central Business District Infrastructure Improvements Project.

Upon investigation, it was found that \_\_\_\_\_ persons had appeared and filed objections to the proposed plans, specifications, form of contract and estimate of cost of the Central Business District Infrastructure Improvements Project as follows:

**(Insert the word "no" in the blank space above or list here the names of objectors and the types of objections, if any are filed.)**



The City Council heard said objectors and evidence for or against the proposed Central Business District Infrastructure Improvements Project; whereupon, the Mayor declared the hearing closed.

Council Member \_\_\_\_\_ introduced the following resolution and moved its adoption, seconded by Council Member \_\_\_\_\_; and after due consideration thereof by the City Council, the Mayor put the question upon the motion and the roll being called, the following named Council Members voted:

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

Nays: \_\_\_\_\_.

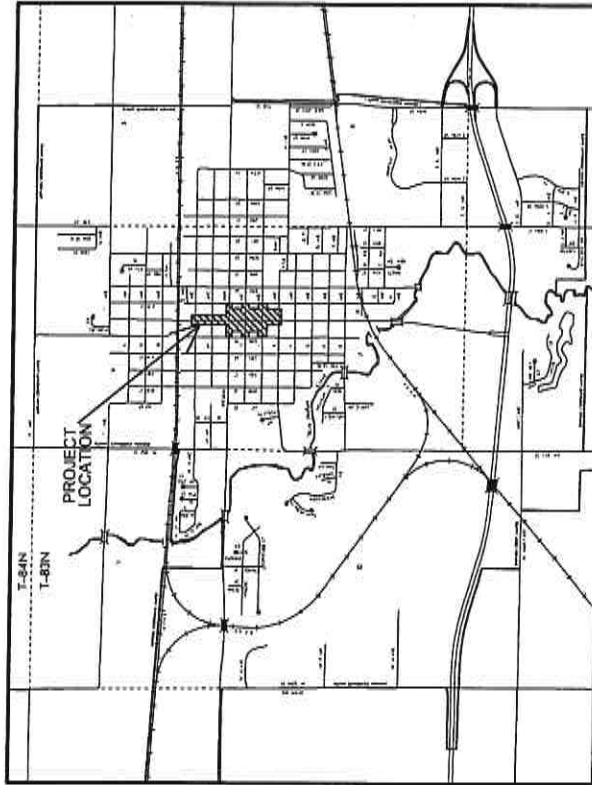
Whereupon, the Mayor declared the said motion duly carried and the resolution adopted as follows:

# CBD INFRASTRUCTURE IMPROVEMENTS

## CITY OF NEVADA

CITY OF NEVADA, IOWA 2020

NO.	DESCRIPTION
<b>A</b> Sheets	<b>Title Sheet</b>
A.1 - 3	Title Sheet, Location Map and Key Sheet
<b>B</b> Sheets	<b>Typical Cross Sections and Details</b>
B.1 - 5	Typical Cross Sections and Details
<b>C</b> Sheets	<b>Quantities and General Information</b>
C.1 - 10	Estimated Project Quantities and Tabulations
<b>D</b> Sheets	<b>Mainline Plan and Profile Sheets</b>
D.1 - 4	4th Street Plan and Profile Sheets
D.1 - 4	Side Road Plan and Profile Sheets
D.1 - 11	Survey Sheets
<b>E</b> Sheets	<b>Survey Sheets</b>
E.1 - 5	Reference Ties, Bench Marks and Horizontal Control
E.1 - 10	Right-of-Way Sheets
<b>F</b> Sheets	<b>Streetscape and Landscape Sheets</b>
F.1 - 7	Streetscape and Landscape Sheets
<b>G</b> Sheets	<b>Traffic Control and Staging Plan</b>
G.1 - 3	Traffic Control and Staging Plan
<b>H</b> Sheets	<b>Pavement Markings and Traffic Signing</b>
H.1 - 5	Pavement Markings and Traffic Signing
<b>I</b> Sheets	<b>Geometric, Staking and Jointing Sheets</b>
I.1 - 24	Geometric, Staking and Jointing Sheets
<b>J</b> Sheets	<b>Storm Sewer Sheets</b>
J.1 - 15	Storm Sewer Sheets
<b>K</b> Sheets	<b>Sanitary Sewer Sheets</b>
K.1 - 10	Sanitary Sewer Sheets
<b>L</b> Sheets	<b>Water Main Sheets</b>
L.1 - 15	Water Main Sheets
<b>M</b> Sheets	<b>Lighting Layout Sheets</b>
M.1 - 17	Lighting Layout Sheets
<b>N</b> Sheets	<b>Sidewalk Sheets</b>
N.1 - 41	Sidewalk Sheets
<b>O</b> Sheets	<b>Stormwater Quantity Sheets</b>
O.1 - 10	Stormwater Quantity Sheets
<b>P</b> Sheets	<b>Mainline Cross Sections</b>
P.1 - 51	Mainline Cross Sections
<b>Q</b> Sheets	<b>Side Road Cross Sections</b>
Q.1 - 38	Side Road Cross Sections
<b>R</b> Sheets	<b>Side Road Cross Sections</b>
R.1 - 38	Side Road Cross Sections
<b>S</b> Sheets	<b>Side Road Cross Sections</b>
S.1 - 21	Side Road Cross Sections
<b>T</b> Sheets	<b>Alleyway Cross Sections</b>
T.1 - 14	Alleyway Cross Sections
<b>U</b> Sheets	<b>Alleyway Cross Sections</b>
U.1 - 15	Alleyway Cross Sections



LOCATION MAP

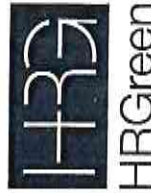
NOT TO SCALE

HR GREEN PROJECT NUMBER: 180305

THE 2020 IOWA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION SHALL APPLY TO CONSTRUCTION ON THIS PROJECT.

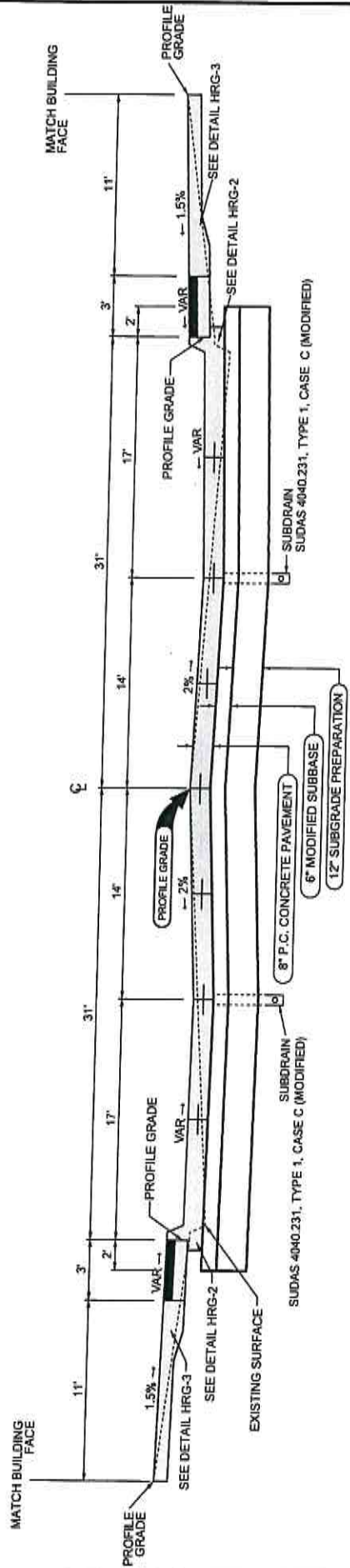
I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.  
 LARRY J. STEVENS, P.E.  
 License Number: 00505  
 My license renewal date is December 31, 2021.  
 Date of sheets covered by this seal: \_\_\_\_\_  
 ALL SHEETS EXCEPT P-SHEETS

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.  
 STEVEN R. JUNCO, P.E.  
 License Number: 11871  
 My license renewal date is December 31, 2020.  
 Date of sheets covered by this seal: \_\_\_\_\_  
 P-SHEETS



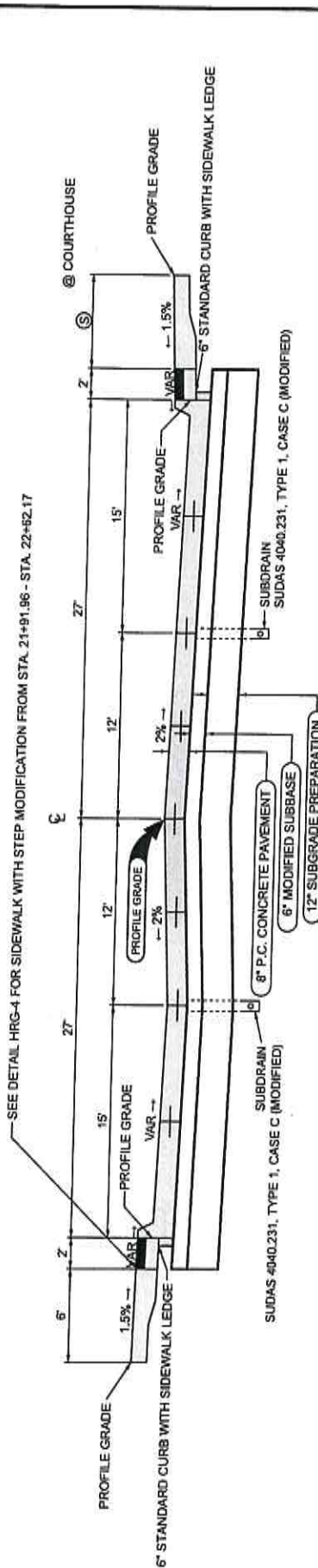
5525 MERLE HAY ROAD, SUITE 200 | JOHNSTON, IOWA 50131-1448  
 Phone: 515.278.2913 | Toll Free: 800.728.7805 | Fax: 515.278.1846 | HRGreen.com

SHEET NO.  
 A-01



6th Street | Typical Cross Section

Location	
Road Identification	Station to Station
6th Street	630+71.53 - 645+79.52



J Avenue - West | Typical Cross Section

Location	
Road Identification	Station to Station
J Avenue	20+64.65 - 23+85.40

DATE	2020
BY	HRGreen
CHECKED	HRGreen
DATE	2020
BY	HRGreen
CHECKED	HRGreen
DATE	2020
BY	HRGreen
CHECKED	HRGreen

DATE	2020
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HRGreen.com

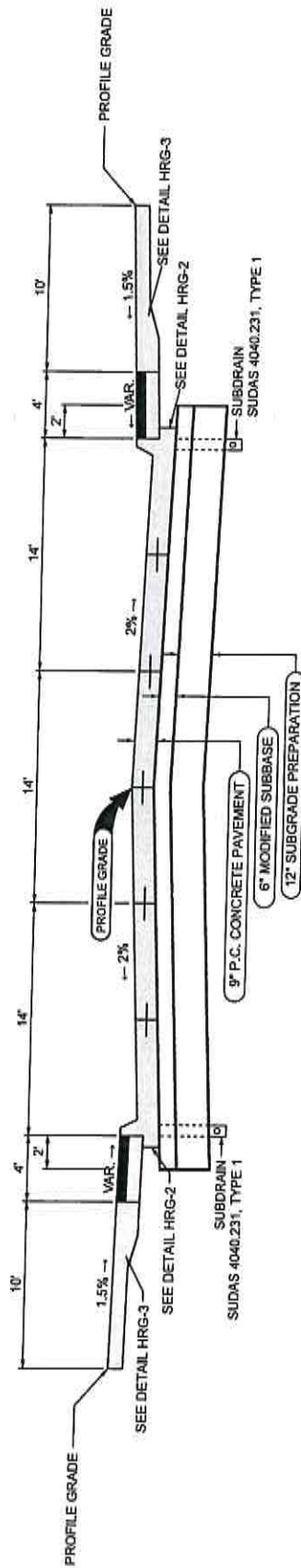
CBD INFRASTRUCTURE IMPROVEMENTS  
CITY OF NEVADA  
CITY OF NEVADA, IOWA 3300

TYPICAL SECTIONS AND DETAILS

SHEET NO.  
B.01

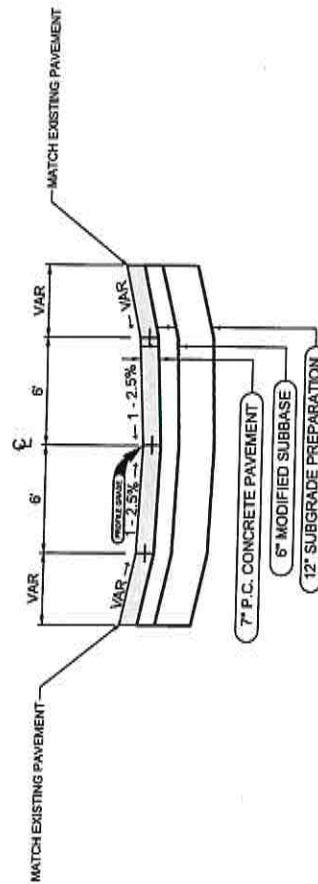






Lincoln Highway | Typical Cross Section

Road Identification	Location	Station to Station
Lincoln Highway	40+00.00	47+67.53



Alleyway | Typical Cross Section

Road Identification	Location	Station to Station
Alley East L-J	710+04.30	713+06.19
Alley West J-K	520+05.00	523+06.89
Alley East J-K	720+05.00	723+06.89
Alley West K-L	530+06.00	533+07.75
Alley East K-L	730+06.00	733+07.48

DRAWN BY: JLC  
 APPROVED: JLC  
 CADD FILE: J:\2020\Drawings\2020\180206\_001.dwg  
 DATE: 12/27/2020 2:40:30 PM  
 USER: JLC

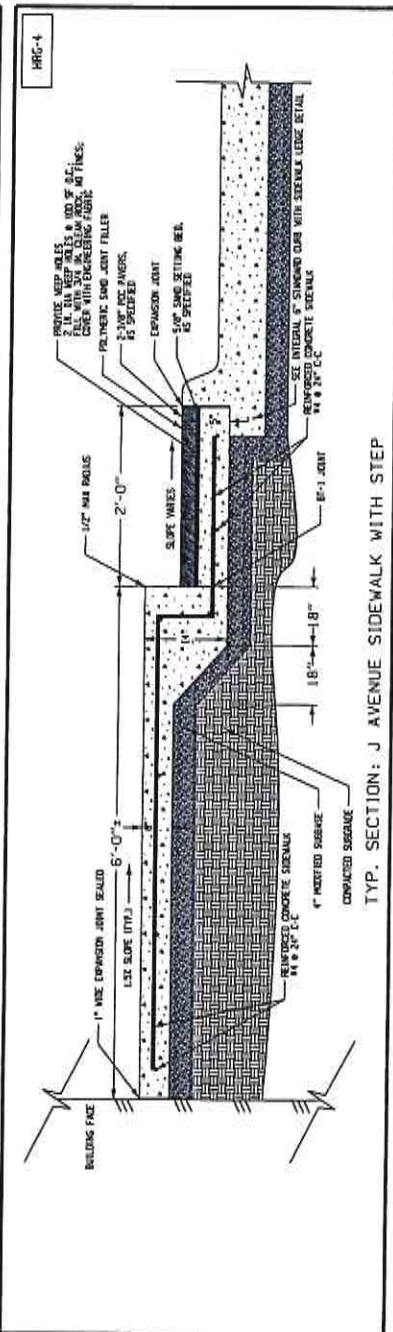
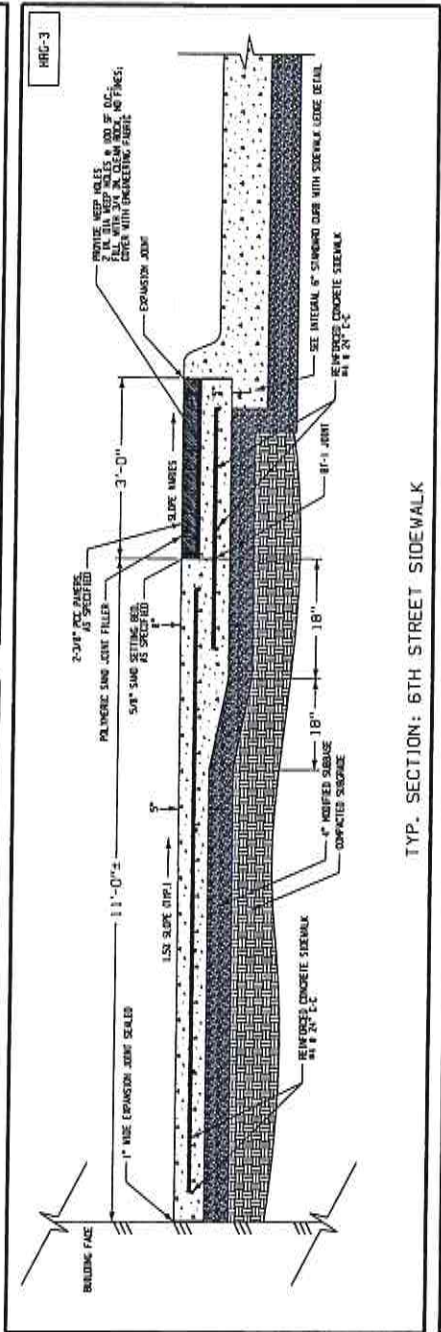
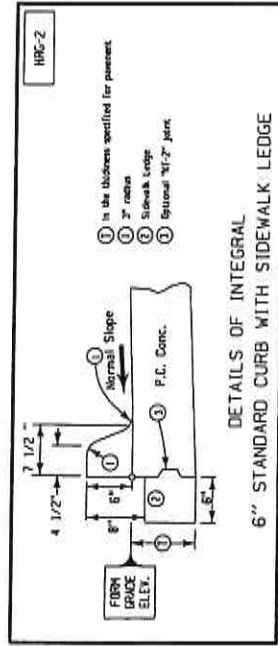
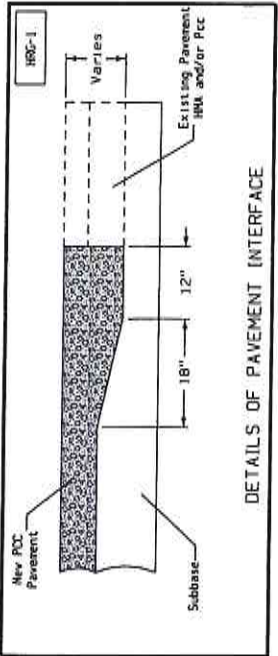
NO.	DATE	BY	REVISION DESCRIPTION
1			

HRGreen.com  
 HRGreen

CID INFRASTRUCTURE IMPROVEMENTS  
 CITY OF NEVADA  
 CITY OF NEVADA, JUNE 2020

TYPICAL SECTIONS AND DETAILS

SHEET NO.  
 B.03



Drawn By: J. L.	Check By: J. L.	Design: J. L.	Scale: 1/8\"/>
City Date: 1/23/2020	City Date: 1/23/2020	City Date: 1/23/2020	City Date: 1/23/2020
City File: 1/23/2020	City File: 1/23/2020	City File: 1/23/2020	City File: 1/23/2020

NO.	DATE	BY	REVISION DESCRIPTION

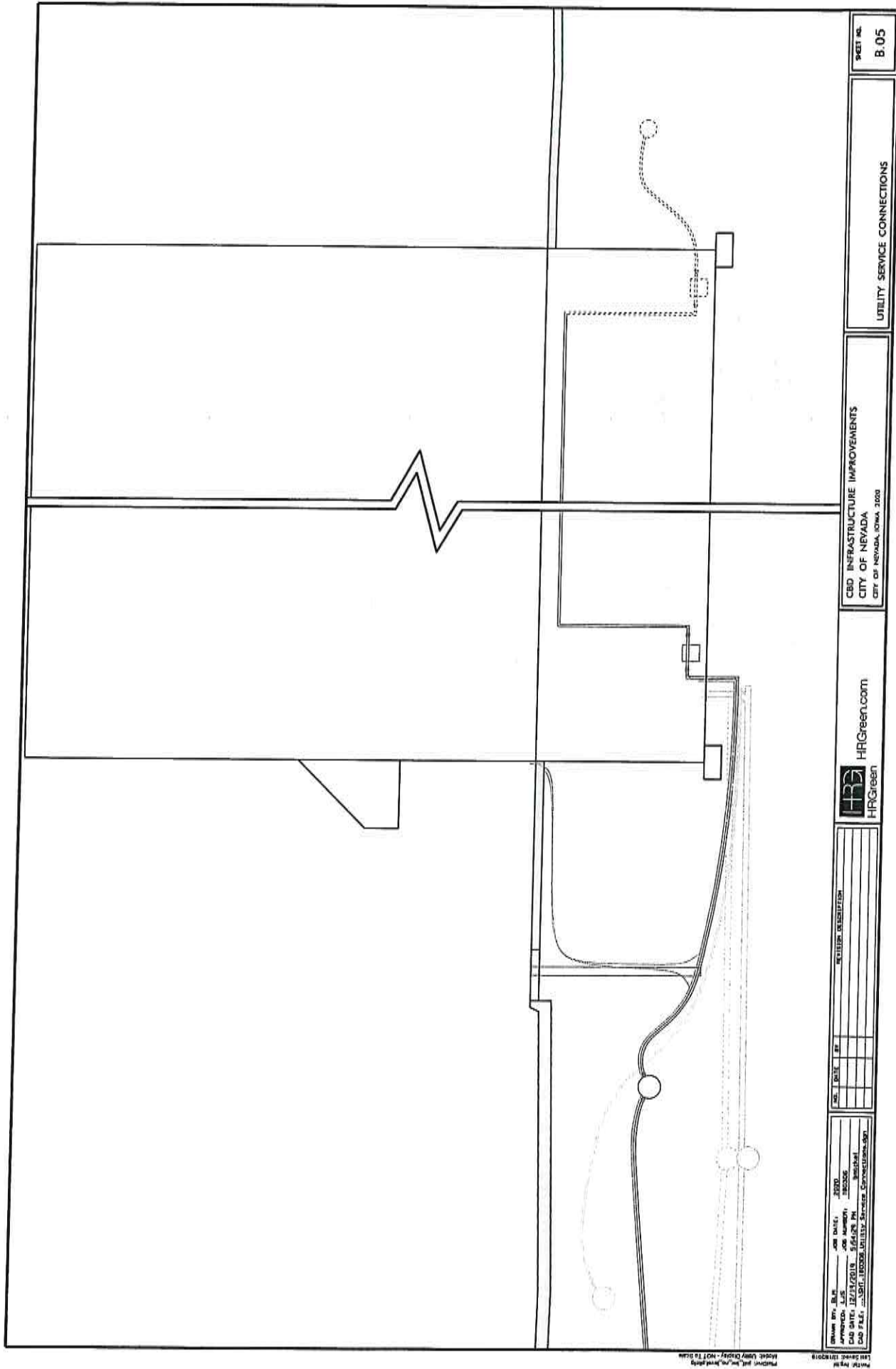

**HRGreen**  
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CBD INFRASTRUCTURE IMPROVEMENTS  
 CITY OF NEVADA  
 CITY OF NEVADA, JONAH 2020

SHEET NO.  
**B.04**

TYPICAL SECTIONS AND DETAILS



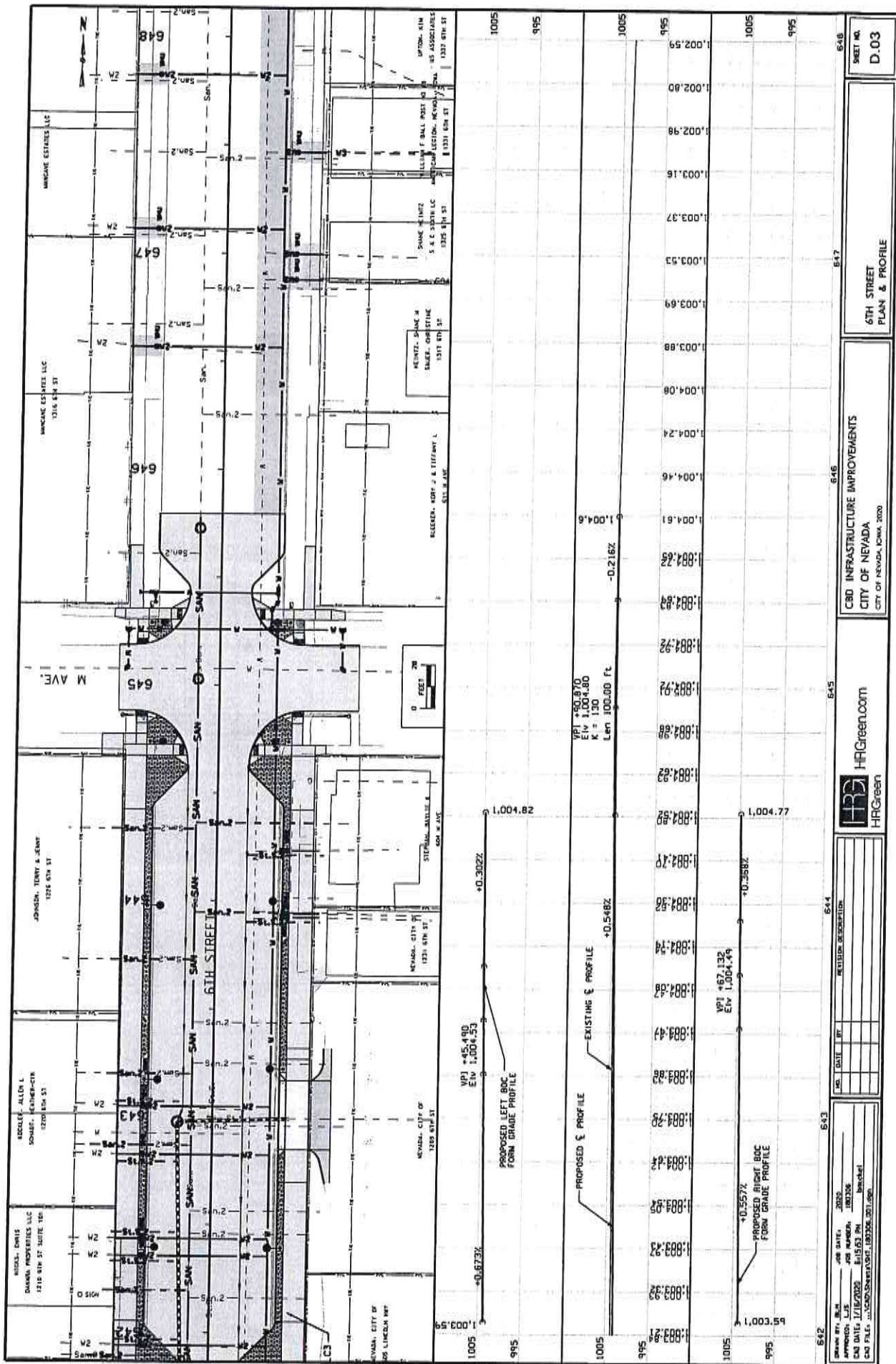


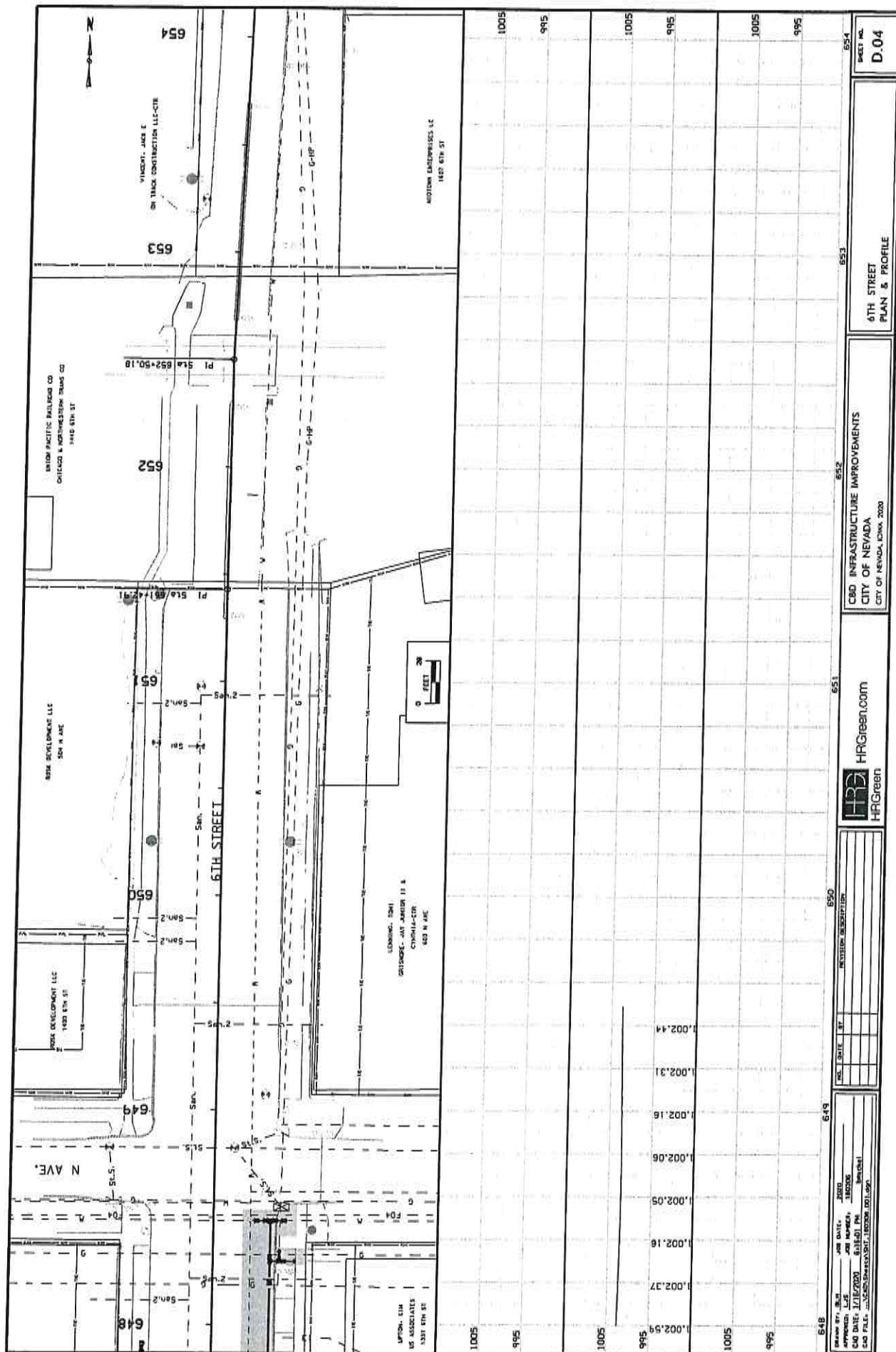














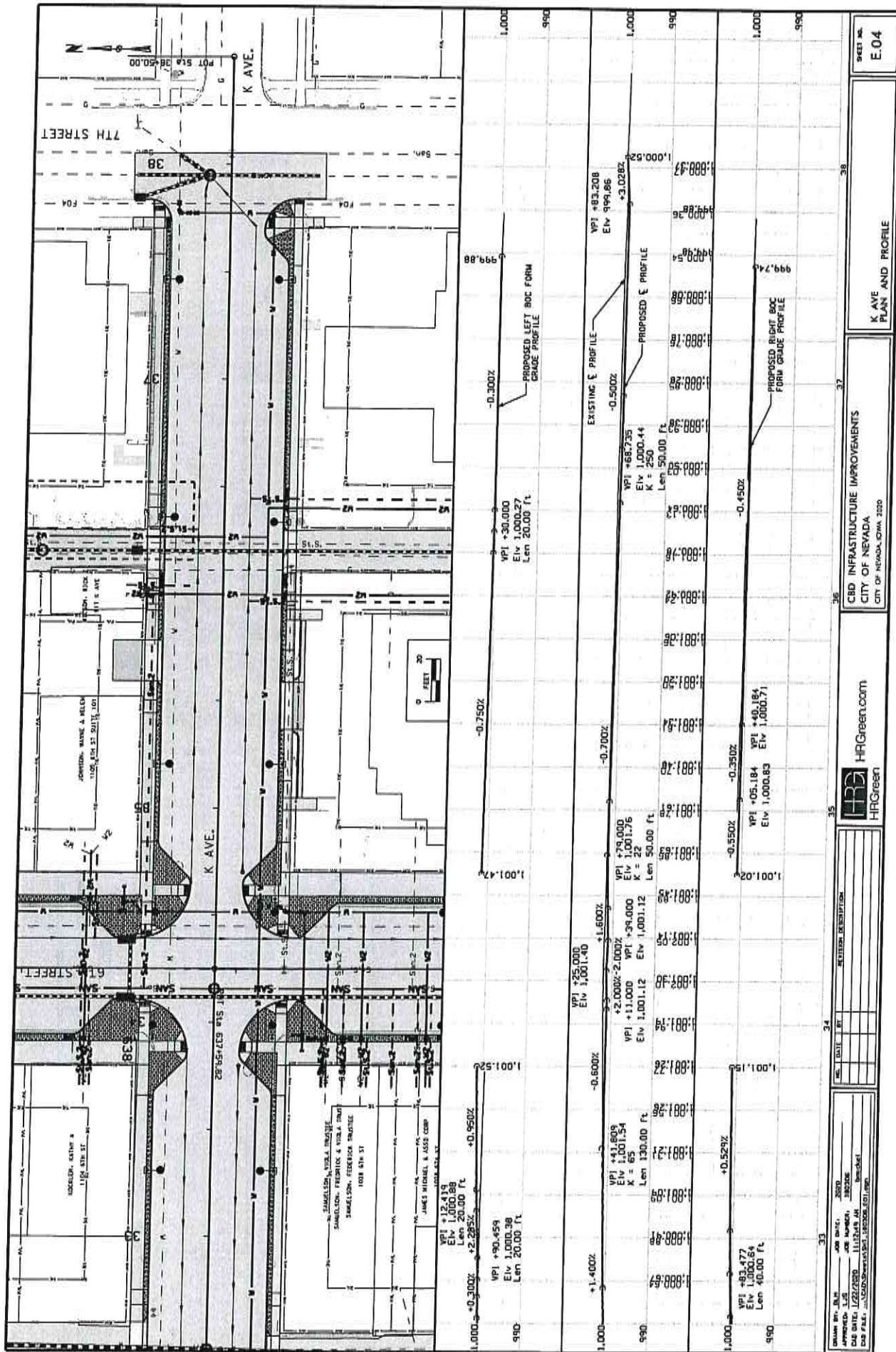










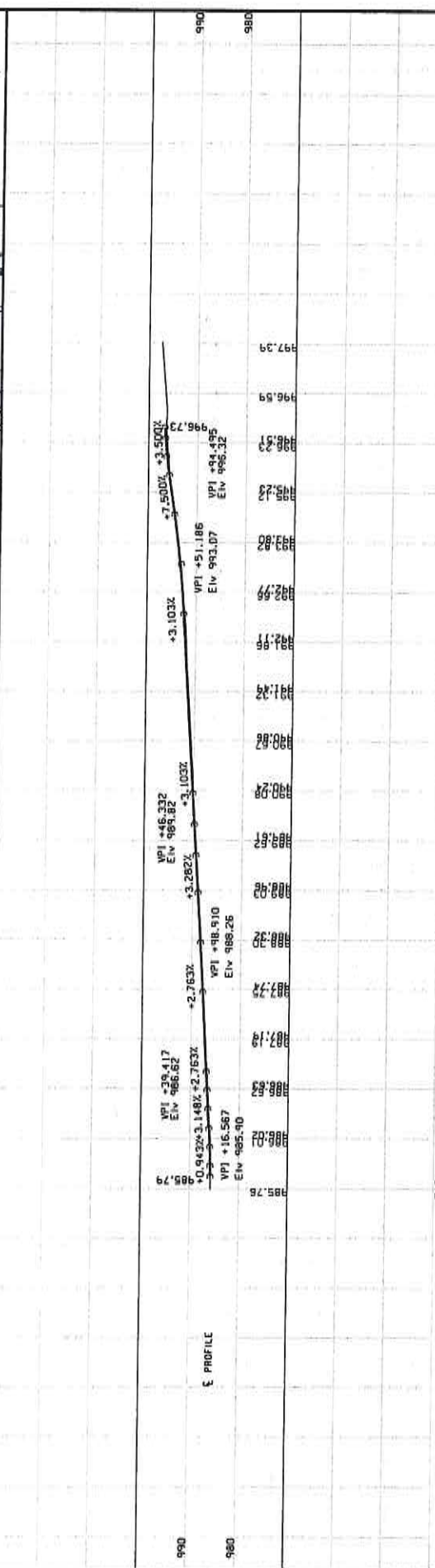
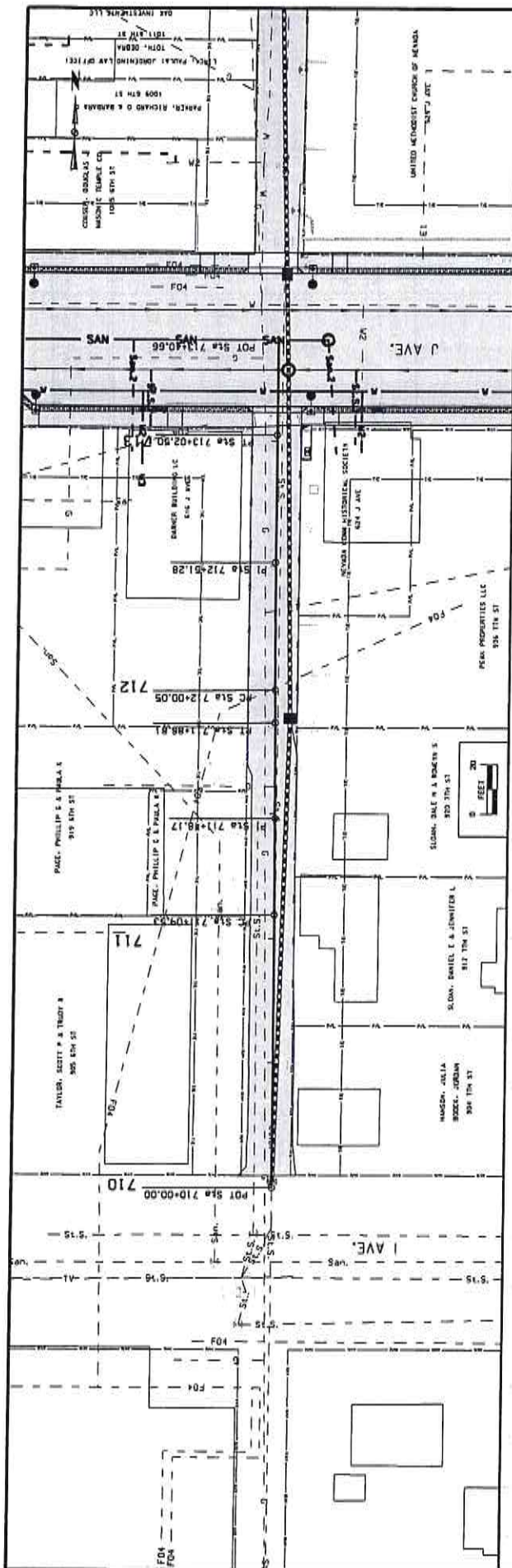












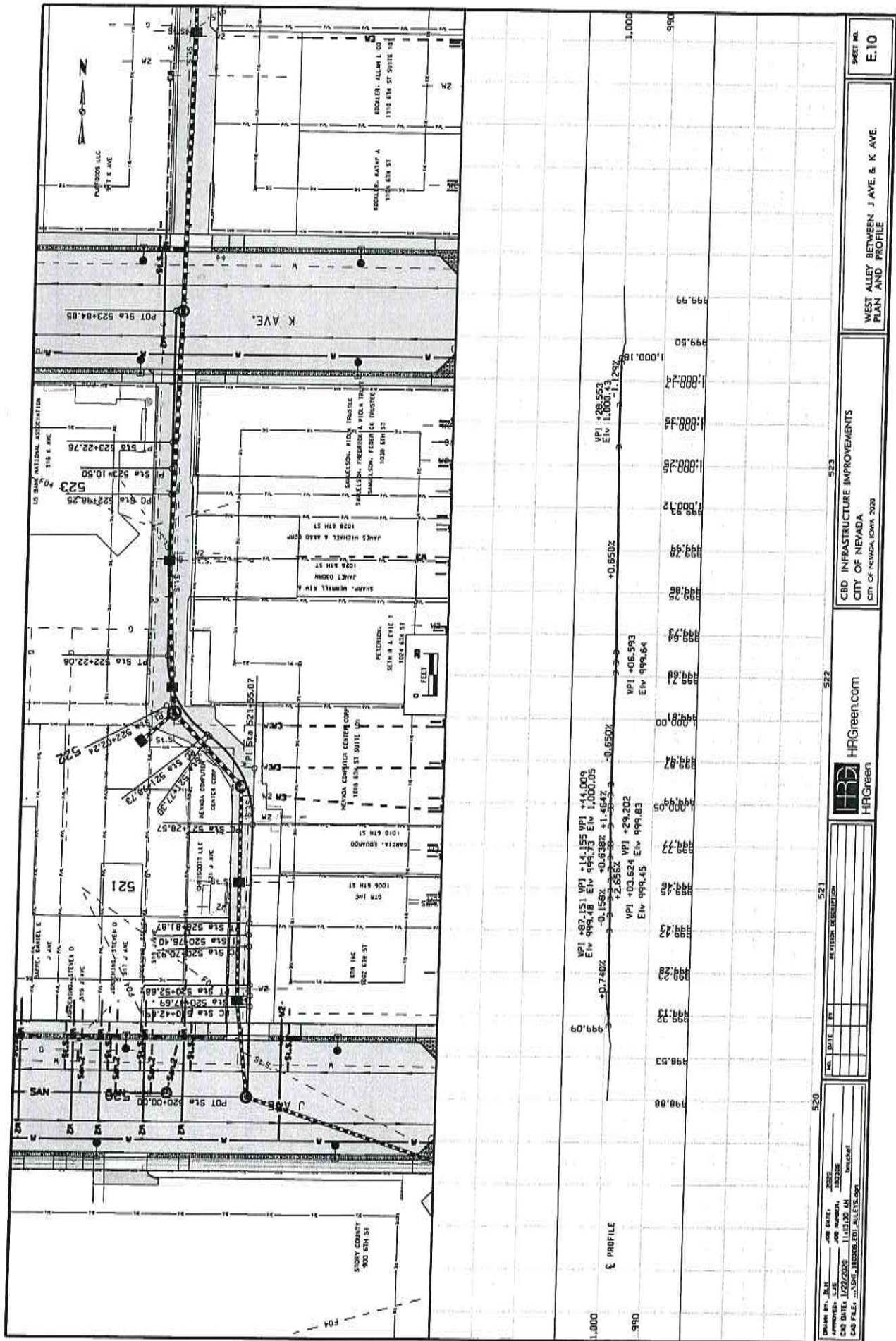
SHEET NO.		E.07	
PROJECT TITLE		CBD INFRASTRUCTURE IMPROVEMENTS	
CITY OF NEVADA		CITY OF NEVADA, EDNA 2020	
DRAWN BY: BJA		DATE: 3/20/20	
APPROVED: LJS		DATE: 3/20/20	
CDD DATE: 1/22/2020		11/13/13 AM	
CDD FILE: \\SHS\193256.001\AL15.dgn		Bentley	
NO.	DATE	BY	REVISION DESCRIPTION



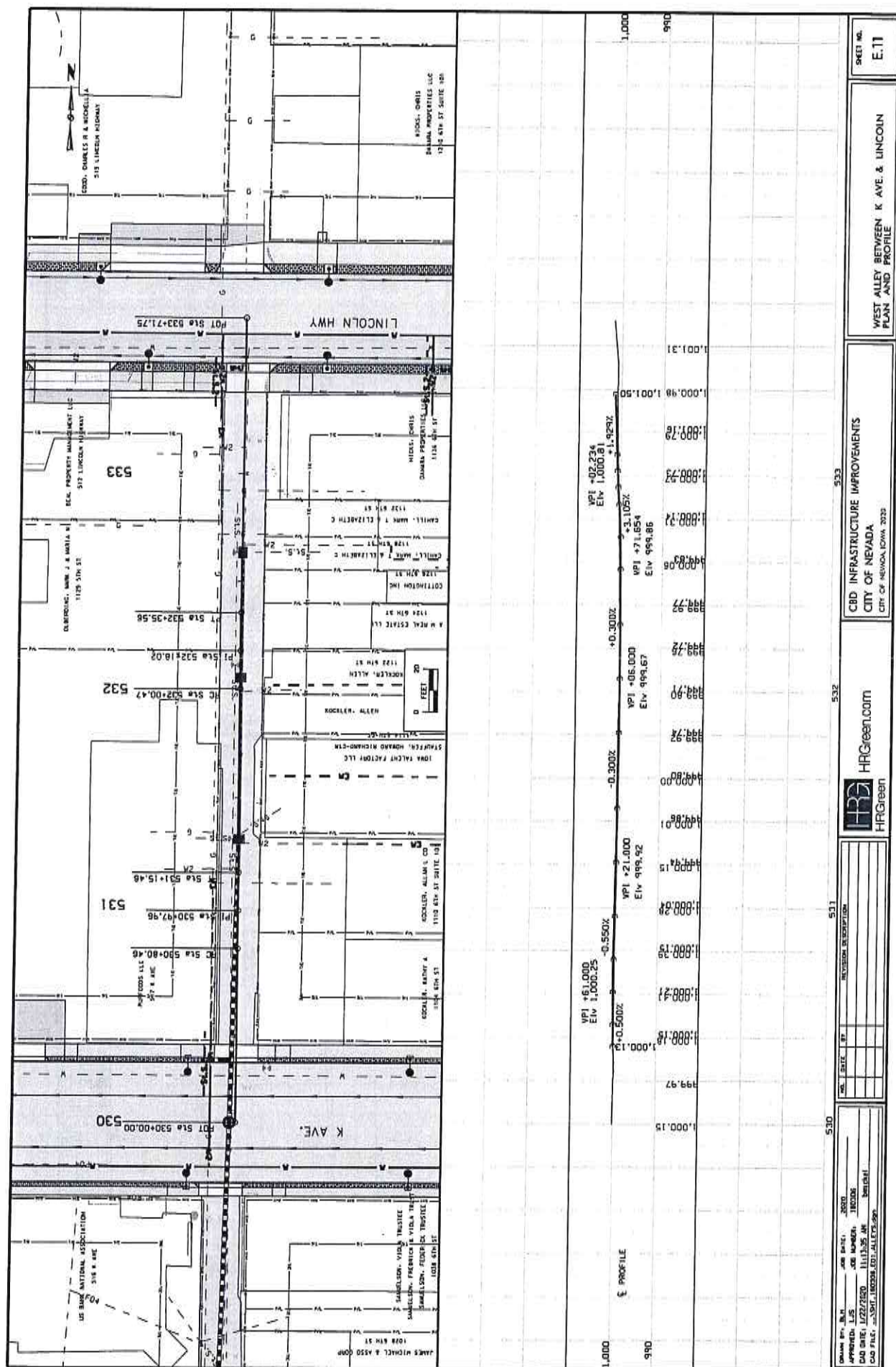














Item # 4B-3  
Date: 2/24/20

February 19, 2020

Ric Martinez, Interim City Administrator  
City of Nevada  
1209 6<sup>th</sup> Street  
Nevada, IA 50201

**Re: Central Business District Infrastructure Improvements Project  
HR Green Project No. 180306**

Dear Ric:

Bids were received on February 19, 2020, for construction of the above referenced project. I have enclosed a copy of the tabulation of the bids received. All bids have been reviewed for completeness and accuracy.

The bids received are as follows:

Con-Struct, Inc.....	Ames, Iowa.....	\$7,850,850.00
Ontrack Construction, LLC.....	Nevada, Iowa .....	\$7,949,949.00
Absolute Concrete Const.....	Slater, Iowa .....	\$8,235,694.35

The bid from Con-Struct, Inc. of Ames, Iowa, is approximately 1.8% below the Engineer's Opinion of Probable Cost of \$7,993,600.

The bid from Con-Struct, Inc. of Ames, Iowa, has been reviewed for accuracy and is recommended for award.

Please let me know if you have any questions or comments.

Sincerely,  
HR GREEN, INC.



Larry Stevens, P.E.  
Project Manager

Enclosures

cc: file

HRGreen.com

Phone 515.278.2913 Fax 515.278.1848 Toll Free 800.728.7806  
5525 Merle Hay Road, Suite 200, Johnston, Iowa 50131



HR GREEN, INC.  
5525 MERLE HAY RD., STE. 200  
JOHNSTON, IOWA 50131  
PH: 618-278-2913  
FAX: 515-278-1846



**BID TABULATION**  
Central Business District Infrastructure Improvements  
City of Nevada, Iowa



Bid Date: February 19, 2020 - 1:00 PM  
HR Green Project No. 180308  
Engineer's Opinion of Probable Cost \$7,993,600.00

**DIVISION 2 - EARTHWORK**

	UNIT	QTY	Unit Price	Total	Unit Price	Total	Unit Price	Total
1 CLEARING AND GRUBBING	UNIT	50	\$ 100.00	\$ 5,000.00	\$ 204.00	\$ 10,200.00	\$ 20.00	\$ 1,000.00
2 TOPSOIL, OFF-SITE	CY	179	\$ 100.00	\$ 17,900.00	\$ 102.00	\$ 18,258.00	\$ 35.00	\$ 6,265.00
3 EXCAVATION CLASS 10	CY	8631	\$ 22.00	\$ 189,882.00	\$ 25.50	\$ 220,089.50	\$ 10.75	\$ 92,783.25
4 BELOW GRADE EXCAVATION	CY	100	\$ 50.00	\$ 5,000.00	\$ 51.00	\$ 5,100.00	\$ 40.00	\$ 4,000.00
5 SUBGRADE PREPARATION	SY	25514	\$ 4.00	\$ 102,056.00	\$ 4.00	\$ 102,056.00	\$ 3.25	\$ 82,920.50
6 SUBBASE, MODIFIED, 8"	SY	25514	\$ 10.00	\$ 255,140.00	\$ 10.00	\$ 255,140.00	\$ 9.00	\$ 229,626.00

**DIVISION 4 - SEWERS AND DRAINS**

7 SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8"	LF	1,908	\$ 130.00	\$ 248,040.00	\$ 123.00	\$ 234,684.00	\$ 123.00	\$ 234,684.00
8 SANITARY SEWER SERVICE STUB, PVC, 4"	LF	3,244	\$ 125.00	\$ 405,500.00	\$ 118.00	\$ 382,792.00	\$ 118.00	\$ 382,792.00
9 REMOVAL OF SANITARY SEWER, VCP, 8"	LF	1695	\$ 18.00	\$ 30,510.00	\$ 18.00	\$ 30,510.00	\$ 18.00	\$ 30,510.00
10 STORM SEWER, TRENCHED, RCP, 6"	LF	46	\$ 71.00	\$ 3,266.00	\$ 68.00	\$ 3,128.00	\$ 68.00	\$ 3,128.00
11 STORM SEWER, TRENCHED, RCP, 12"	LF	38	\$ 110.00	\$ 4,180.00	\$ 104.00	\$ 3,952.00	\$ 104.00	\$ 3,952.00
12 STORM SEWER, TRENCHED, RCP, 15"	LF	243	\$ 167.00	\$ 40,581.00	\$ 155.00	\$ 37,665.00	\$ 155.00	\$ 37,665.00
13 STORM SEWER, TRENCHED, RCP, 18"	LF	549	\$ 155.00	\$ 85,095.00	\$ 147.00	\$ 80,703.00	\$ 147.00	\$ 80,703.00
14 STORM SEWER, TRENCHED, RCP, 24"	LF	1527	\$ 159.00	\$ 242,783.00	\$ 151.00	\$ 230,657.00	\$ 151.00	\$ 230,657.00
15 STORM SEWER, TRENCHED, RCP, 36"	LF	1174	\$ 173.00	\$ 203,102.00	\$ 165.00	\$ 193,710.00	\$ 165.00	\$ 193,710.00
16 REMOVAL OF STORM SEWER, LESS THAN OR EQUAL TO 36"	LF	4245	\$ 18.00	\$ 76,410.00	\$ 18.00	\$ 76,410.00	\$ 18.00	\$ 76,410.00
17 SUBDRAIN, PERFORATED PVC, 8"	LF	5,611	\$ 18.00	\$ 100,998.00	\$ 25.00	\$ 140,275.00	\$ 25.00	\$ 140,275.00
18 SUBDRAIN, TYPE A-1, PVC, 8"	EA	8	\$ 600.00	\$ 4,800.00	\$ 550.00	\$ 4,400.00	\$ 600.00	\$ 4,800.00
19 SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 8"	EA	2	\$ 200.00	\$ 400.00	\$ 180.00	\$ 360.00	\$ 200.00	\$ 400.00
20 FOOTING DRAIN OUTLETS AND CONNECTIONS, PVC, 8"	EA	40	\$ 600.00	\$ 24,000.00	\$ 560.00	\$ 22,400.00	\$ 600.00	\$ 24,000.00
21 STORM SEWER SERVICE STUB, PVC, 6"	LF	400	\$ 38.00	\$ 15,200.00	\$ 36.00	\$ 14,400.00	\$ 36.00	\$ 14,400.00
22 STORM SEWER SERVICE STUB, HDPE, 1-1/2"	EA	61	\$ 2,700.00	\$ 164,700.00	\$ 2,600.00	\$ 158,600.00	\$ 2,600.00	\$ 158,600.00

**DIVISION 5 - WATER MAINS AND APPURTENANCES**

23 WATER MAIN, TRENCHED, PVC, 3" RESTRAINED JOINT	LF	10	\$ 75.00	\$ 750.00	\$ 72.00	\$ 720.00	\$ 72.00	\$ 720.00
24 WATER MAIN, TRENCHED, PVC, 4" RESTRAINED JOINT	LF	5	\$ 82.00	\$ 410.00	\$ 78.00	\$ 390.00	\$ 78.00	\$ 390.00
25 WATER MAIN, TRENCHED, PVC, 6" RESTRAINED JOINT	LF	36	\$ 61.00	\$ 2,196.00	\$ 58.00	\$ 2,088.00	\$ 58.00	\$ 2,088.00
26 WATER MAIN, TRENCHED, PVC, 8" UNRESTRAINED JOINT	LF	1520	\$ 90.00	\$ 136,800.00	\$ 85.00	\$ 129,200.00	\$ 85.00	\$ 129,200.00
27 WATER MAIN, TRENCHED, PVC, 8" RESTRAINED JOINT	LF	1684	\$ 70.00	\$ 117,880.00	\$ 65.00	\$ 109,460.00	\$ 65.00	\$ 109,460.00
28 WATER MAIN, TRENCHED, PVC, 10" RESTRAINED JOINT	LF	50	\$ 78.00	\$ 3,900.00	\$ 74.00	\$ 3,700.00	\$ 74.00	\$ 3,700.00
29 WATER MAIN, TRENCHED, PVC, 12" UNRESTRAINED JOINT	LF	400	\$ 88.00	\$ 35,200.00	\$ 84.00	\$ 33,600.00	\$ 84.00	\$ 33,600.00
30 WATER MAIN, TRENCHED, PVC, 12" RESTRAINED JOINT	LF	631	\$ 88.00	\$ 55,588.00	\$ 83.00	\$ 52,473.00	\$ 83.00	\$ 52,473.00
31 WATER MAIN, TRENCHED, DUCTILE IRON, 4" RESTRAINED JOINT	LF	5	\$ 155.00	\$ 775.00	\$ 148.00	\$ 740.00	\$ 148.00	\$ 740.00
32 WATER MAIN, TRENCHED, DUCTILE IRON, 6" UNRESTRAINED JOINT	LF	325	\$ 78.00	\$ 25,380.00	\$ 74.00	\$ 24,050.00	\$ 74.00	\$ 24,050.00
33 WATER MAIN, TRENCHED, DUCTILE IRON, 8" RESTRAINED JOINT	LF	112	\$ 90.00	\$ 10,080.00	\$ 85.00	\$ 9,520.00	\$ 85.00	\$ 9,520.00
34 FITTING, DUCTILE IRON, MECHANICAL JOINT	LB	12048	\$ 11.00	\$ 132,528.00	\$ 10.00	\$ 120,480.00	\$ 10.00	\$ 120,480.00
35 WATER SERVICE STUB, 1-1/2" PVC SDR 9	EA	73	\$ 1,730.00	\$ 126,290.00	\$ 1,650.00	\$ 120,450.00	\$ 1,650.00	\$ 120,450.00
36 WATER SERVICE PIPE, 1-1/2" PVC SDR 9	LF	4481	\$ 30.00	\$ 134,430.00	\$ 29.00	\$ 129,948.00	\$ 29.00	\$ 129,948.00
37 VALVE, DIAMETER 3"	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 960.00	\$ 960.00	\$ 960.00	\$ 960.00
38 VALVE, DIAMETER 4"	EA	27	\$ 1,550.00	\$ 41,850.00	\$ 1,455.00	\$ 39,285.00	\$ 1,455.00	\$ 39,285.00
39 VALVE, DIAMETER 6"	EA	12	\$ 2,400.00	\$ 28,800.00	\$ 2,240.00	\$ 26,880.00	\$ 2,240.00	\$ 26,880.00
40 VALVE, INSERTION VALVE, 4"-12"	EA	8	\$ 13,500.00	\$ 108,000.00	\$ 12,875.00	\$ 103,000.00	\$ 12,875.00	\$ 103,000.00
41 FIRE HYDRANT ASSEMBLY	EA	13	\$ 5,250.00	\$ 68,250.00	\$ 5,000.00	\$ 65,000.00	\$ 5,000.00	\$ 65,000.00
42 FIRE HYDRANT ASSEMBLY REMOVAL	EA	9	\$ 1,800.00	\$ 16,200.00	\$ 1,670.00	\$ 15,030.00	\$ 1,670.00	\$ 15,030.00
43 VALVE REMOVAL	EA	25	\$ 750.00	\$ 18,750.00	\$ 700.00	\$ 17,500.00	\$ 700.00	\$ 17,500.00

**DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS**

44 SANITARY MANHOLE, SW-301, 48"	EA	8	\$ 4,100.00	\$ 32,800.00	\$ 3,900.00	\$ 31,200.00	\$ 3,900.00	\$ 31,200.00
45 STORM MANHOLE, SW-401, 48"	EA	10	\$ 3,800.00	\$ 38,000.00	\$ 3,650.00	\$ 36,500.00	\$ 3,650.00	\$ 36,500.00
46 STORM MANHOLE, SW-401, 60"	EA	3	\$ 3,200.00	\$ 9,600.00	\$ 3,000.00	\$ 9,000.00	\$ 3,000.00	\$ 9,000.00
47 STORM MANHOLE, SW-401, 72"	EA	1	\$ 3,300.00	\$ 3,300.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
48 INTAKE, SW-501	EA	11	\$ 3,400.00	\$ 37,400.00	\$ 3,150.00	\$ 34,650.00	\$ 3,150.00	\$ 34,650.00
49 INTAKE, SW-505	EA	10	\$ 6,500.00	\$ 65,000.00	\$ 6,150.00	\$ 61,500.00	\$ 6,150.00	\$ 61,500.00
50 IN OIL, SW-511	EA	10	\$ 5,000.00	\$ 50,000.00	\$ 4,800.00	\$ 48,000.00	\$ 4,800.00	\$ 48,000.00
51 REMOVE MANHOLE	EA	34	\$ 500.00	\$ 17,000.00	\$ 450.00	\$ 15,300.00	\$ 450.00	\$ 15,300.00
52 REMOVE INTAKE	EA	12	\$ 600.00	\$ 7,200.00	\$ 550.00	\$ 6,600.00	\$ 550.00	\$ 6,600.00

**DIVISION 7 - STREETS AND RELATED WORK**

53 PAVEMENT, PCC, 7 INCH	SY	3095	\$ 80.00	\$ 247,600.00	\$ 75.00	\$ 232,125.00	\$ 75.00	\$ 232,125.00
54 PAVEMENT, PCC, 8 INCH	SY	17434	\$ 68.00	\$ 1,185,512.00	\$ 70.50	\$ 1,228,097.00	\$ 69.00	\$ 1,202,946.00
55 PAVEMENT, PCC, 9 INCH	SY	3117	\$ 73.00	\$ 227,541.00	\$ 75.50	\$ 235,333.50	\$ 80.00	\$ 249,360.00
56 PCC PAVEMENT SAMPLES AND TESTING	LS	691	\$ 10,000.00	\$ 6,910,000.00	\$ 10,000.00	\$ 6,910,000.00	\$ 15,000.00	\$ 10,365,000.00
57 REMOVAL OF SIDEWALK	SY	6591	\$ 10.00	\$ 65,910.00	\$ 15.00	\$ 98,865.00	\$ 8.00	\$ 52,728.00
58 REMOVAL OF DRIVEWAY	SY	1178	\$ 10.00	\$ 11,780.00	\$ 15.00	\$ 17,670.00	\$ 8.00	\$ 9,424.00
59 SIDEWALK, PCC, 4 INCH	SY	197	\$ 50.00	\$ 9,850.00	\$ 51.00	\$ 10,047.00	\$ 48.00	\$ 9,456.00
60 SIDEWALK, PCC REINFORCED, 5 INCH	SY	4,773	\$ 60.00	\$ 286,380.00	\$ 59.00	\$ 281,607.00	\$ 60.00	\$ 286,380.00
61 SIDEWALK, PCC REINFORCED, 6 INCH	SY	774	\$ 65.00	\$ 50,310.00	\$ 68.50	\$ 52,971.00	\$ 65.00	\$ 50,310.00
62 PAVEMENT SIDEWALK WITH PAVEMENT BASE	SY	2495	\$ 120.00	\$ 299,400.00	\$ 117.50	\$ 292,162.50	\$ 110.00	\$ 274,450.00
63 DETECTABLE MARKING	SY	628	\$ 50.00	\$ 31,400.00	\$ 48.00	\$ 30,144.00	\$ 48.00	\$ 30,144.00
64 DRIVEWAY, PAVED, PCC, 8 INCH	SY	1007	\$ 80.00	\$ 80,560.00	\$ 75.00	\$ 75,525.00	\$ 75.00	\$ 75,525.00
65 GRANULAR SURFACING	SY	3500	\$ 10.00	\$ 35,000.00	\$ 10.00	\$ 35,000.00	\$ 10.00	\$ 35,000.00
66 FULL DEPTH PATCHING, PCC/ASPH	SY	924	\$ 140.00	\$ 129,360.00	\$ 153.00	\$ 141,372.00	\$ 165.00	\$ 152,460.00
67 PAVEMENT REMOVAL	SY	24873	\$ 8.00	\$ 198,984.00	\$ 8.00	\$ 198,984.00	\$ 8.00	\$ 198,984.00

**DIVISION 8 - TRAFFIC CONTROL**

68 PAINTED PAVEMENT MARKINGS, DURABLE	STA	180	\$ 160.00	\$ 28,800.00	\$ 151.50	\$ 27,270.00	\$ 150.00	\$ 27,000.00
69 PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	26	\$ 420.00	\$ 10,920.00	\$ 404.00	\$ 10,504.00	\$ 400.00	\$ 10,400.00
70 GROOVES CUT FOR PAVEMENT MARKINGS	STA	102	\$ 185.00	\$ 18,870.00	\$ 181.50	\$ 18,513.00	\$ 180.00	\$ 18,360.00
71 GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	29	\$ 210.00	\$ 6,090.00	\$ 197.00	\$ 5,713.00	\$ 195.00	\$ 5,655.00
72 TEMPORARY TRAFFIC CONTROL	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 39,980.00	\$ 39,980.00	\$ 50,000.00	\$ 50,000.00

**DIVISION 9 - SITE WORK AND LANDSCAPING**

73 SOO	SG	75	\$ 100.00	\$ 7,500.00	\$ 91.00	\$ 6,825.00	\$ 90.00	\$ 6,750.00
74 SWPPP MANAGEMENT	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 4,040.00	\$ 4,040.00	\$ 4,000.00	\$ 4,000.00
75 SILT FENCE OR SILT FENCE DITCH CHECK	LF	200	\$ 2.00	\$ 400.00	\$ 1.80	\$ 360.00	\$ 1.75	\$ 350.00
76 SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	LF	200	\$ 1.00	\$ 200.00	\$ 0.90	\$ 180.00	\$ 0.80	\$ 160.00
77 INLET PROTECTION DEVICE, INSTALLATION	EA	28	\$ 200.00	\$ 5,600.00	\$ 191.50	\$ 5,362.00	\$ 190.00	\$ 5,320.00
78 INLET PROTECTION DEVICE, MAINTENANCE	EA	28	\$ 30.00	\$ 840.00	\$ 26.00	\$ 728.00	\$ 25.00	\$ 700.00
79 CONCRETE STEPS, TYPE A	SF	195	\$ 120.00	\$ 23,400.00	\$ 145.00	\$ 28,275.00	\$ 125.00	\$ 24,375.00

**DIVISION 11 - MISCELLANEOUS**

80 MOBILIZATION	LS	1	\$ 360,000.00	\$ 360,000.00	\$ 480,710.00	\$ 480,710.00	\$ 750,100.00	\$ 750,100.00
81 TEMPORARY GRANULAR SIDEWALK	SY	500	\$ 20.00	\$ 10,000.00	\$ 21.00	\$ 10,500.00	\$ 20.00	\$ 10,000.00
82 TEMPORARY LONGITUDINAL CHANNELIZING DEVICE	LF	6204	\$ 5.50	\$ 34,122.00	\$ 4.50	\$ 27,918.00	\$ 5.25	\$ 32,571.00
83 CONCRETE WASHOUT	LS	1	\$ 14,000.00	\$ 14,000.00	\$ 15,300.00	\$ 15,300.00	\$ 11,000.00	\$ 11,000.00

**DIVISION 12 - MISCELLANEOUS - LIGHTING AND ELECTRICAL**

84 REMOVAL OF LIGHT POLE	EA	75	\$ 125.00	\$ 9,375.00	\$ 126.30	\$ 9,472.50	\$ 400.00	\$ 30,000.00
85 REMOVE LIGHT POLE AND RETROFIT	EA	4	\$ 1,800.00	\$ 7,200.00	\$ 1,515.00	\$ 6,060.00	\$ 850.00	\$ 3,400.00
86 REMOVAL OF CONCRETE FOUNDATION OF LIGHT POLE	EA	79	\$ 300.00	\$ 23,700.00	\$ 204.00	\$ 16,116.00	\$ 1,050.00	\$ 82,950.00
87 NEW LIGHT POLE AND FOUNDATION	EA	78	\$ 7,850.00	\$ 612,300.00	\$ 7,544.70	\$ 588,486.60	\$ 6,425.00	\$ 501,150.00
88 INSTALL RETROFITTED LIGHT POLE AND FOUNDATION	EA	4	\$ 2,100.00	\$ 8,400.00	\$ 2,020.00	\$ 8,080.00	\$ 2,400.00	\$ 9,600.00
89 PAD-MOUNT LIGHTING CONTROL STATION	EA	2	\$ 10,000.00	\$ 20,000.00	\$ 9,494.00	\$ 18,988.00	\$ 9,243.00	\$ 18,486.00
90 WALL-MOUNT LIGHTING CONTROL STATION	EA	1	\$ 8,300.00	\$ 8,300.00	\$ 8,060.00	\$ 8,060.00	\$ 6,885.00	\$ 6,885.00
91 METER SOCKET	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 454.50	\$ 454.50	\$ 3,500.00	\$ 3,500.00
92 POWER OUTLET PEDESTAL	EA	12	\$ 2,000.00	\$ 24,000.00	\$ 1,919.00	\$ 23,028.00	\$ 1,300.00	\$ 15,600.00
93 HANDHOLE - TYPE I	EA	13	\$ 810.00	\$ 10,530.00	\$ 803.60	\$ 10,446.80	\$ 1,500.00	\$ 19,500.00
94 HANDHOLE - TYPE IV, MODIFIED	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 1,414.00	\$ 1,414.00	\$ 1,900.00	\$ 1,900.00



The Mayor announced that bids for the construction of the Central Business District Infrastructure Improvements Project had been received before 1:00 p.m., on February 19, 2020, at the office of the City Clerk, Nevada, Iowa, and that on the same day, at the same time, at the same place, such bids had been opened and read, and that this was the time and place set for the consideration of such bids.

Thereupon, the results of the bidding were reported, and HR Green, Inc. (the "Project Engineers") made their recommendations thereon to the City Council. The bids received for the construction of the Central Business District Infrastructure Improvements Project are as follows:

<u>Name and Address of Bidder</u>	<u>Amount of Bid</u>
<b>Con-Struct, Inc.</b> 305 So. Dayton Ave, Ames IA 50010	\$7,850,850.00
<b>Ontrack Construction, LLC</b> 880 Lake Shore Drive Nevada IA 50201	\$7,949,949.00
<b>Absolute Concrete Const</b> 505 1 <sup>st</sup> Ave N Slater IA 50244	\$8,235,694.35

\*See Bid Tabulation attached for details

It was moved by Council Member \_\_\_\_\_ and seconded by Council Member \_\_\_\_\_ that this meeting be adjourned to \_\_\_\_\_, 2020, at \_\_\_\_\_ o'clock \_\_\_\_m., at the \_\_\_\_\_ in Nevada, Iowa, at which time and place the City Council will meet to further consider such proposals.

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

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

Nays: \_\_\_\_\_.

Whereupon, the Mayor declared the said motion duly carried and the meeting was adjourned to the said time and place.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

## RESOLUTION NO. 030 (2019/2020)

Resolution awarding contract for the Central Business District Infrastructure Improvements Project

WHEREAS, pursuant to notice duly posted in the manner and form prescribed by resolution of the City Council of the City of Nevada, Iowa, and as required by law, bids and proposals were received by this Council for the Central Business District Infrastructure Improvements Project (the "Project"); and

WHEREAS, all of the said bids and proposals have been carefully considered, and it is necessary and advisable that provision be made for the award of the contract for the Project;

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

Section 1. The bid for the Project submitted by the following contractor is fully responsive to the plans and specifications for the Project, is heretofore approved by the City Council, and is the lowest responsible bid received, such bid being as follows:

<u>Name and Address of Contractor</u>	<u>Amount of Bid</u>
Con-Struct, Inc.	\$ 7,850,850.00
305 So. Dayton Ave	
Ames IA 50010	

Section 2. The contract for the Project is hereby awarded to such contractor at the total estimated cost set out above, the final settlement to be made on the basis of the unit prices therein set out and the actual final quantities of each class of materials furnished, the said contract to be subject to the terms of the aforementioned resolution, the notice of hearing and letting, the plans and specifications and the terms of the bidder's written proposal.

Section 3. The Mayor and City Clerk are hereby authorized and ordered to enter into a written contract with said contractor for the Project, but only after the contractor submits the performance and/or payment bonds which are required by the contract documents, and after the Project Engineers submit a written determination that such surety bonds and other contract documents are satisfactory. No additional City Council action shall be required to approve the executed contract or surety bonds.

Section 4. The amount of the contractor's performance and/or payment bonds is hereby fixed and determined to be 100% of the amount of the contract.



Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved February 24, 2020.

---

Brett Barker, Mayor

Attest:

---

Kerin Wright, City Clerk

MINUTES OF MEETING TO AWARD  
CONTRACT

420131-92

Nevada, Iowa

February 24, 2020

The City Council of the City of Nevada, Iowa, met on February 24, 2020, at 6:00 o'clock p.m., at the Council Chamber, in the City of Nevada, pursuant to adjournment and the rules of this Council. The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

The City Council further considered proposals received for the proposed Central Business District Infrastructure Improvements Project and embodied its findings in the resolution next hereinafter referred to.

Council Member \_\_\_\_\_ introduced the resolution next hereinafter set out, and moved that the said resolution be adopted; seconded by Council Member \_\_\_\_\_; and after due consideration thereof by the City Council, the Mayor put the question upon the motion and the roll being called, the following named Council Members voted:

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

Nays: \_\_\_\_\_.

Whereupon, the Mayor declared the said motion duly carried and the said resolution duly adopted.

February 17, 2020

**Via Email**

Kerin Wright  
City Clerk/City Hall  
Nevada, Iowa

Re: Central Business District Infrastructure Improvements Project  
Our File No. 420131-92

Dear Kerin:

We have prepared and attach the proceedings related to the hearing on the plans and specifications, receipt of construction bids and the award of a contract for the Central Business District Infrastructure Improvements Project.

The materials attached include the following items:

1. Minutes of the February 24, 2020 City Council meeting covering the hearing on the plans and specifications. If there are no objections filed and if there are no objectors present at the meeting, please insert the word "no" in the blank space provided. If there are objectors, they should be listed with their names and the nature of their objections.
2. Resolution finally approving and confirming plans, specifications and form of contract.
3. Further minutes of the February 24, 2020 City Council meeting to show the filing of the report with respect to the construction bids received for the Project. In the event the City Council desires to consider the proposals for a longer period of time, the minutes include a motion to adjourn the meeting to a later time. If the Council desires to award the contract immediately, this adjournment may be stricken from the minutes by drawing a line through it and the following two paragraphs which convene the subsequent meeting.
4. Resolution awarding the contract, fixing the amount of the performance and/or payment bonds and authorizing the execution of the contract, subject to the receipt of the performance and/or payment bonds and a written determination by the Project Engineers that such bonds and other contract documents are satisfactory.
5. Attestation Certificate with respect to the validity of the transcript.



As these proceedings are completed, please return one fully executed copy to our office.

If you have any questions, please contact Emily Hammond or me.

Best regards,

John P. Danos

Attachments

cc: Ricardo Martinez  
Larry Stevens

**RESOLUTION NO. 031 (2019/2020)**

**A RESOLUTION APPROVING ENGAGEMENT SERVICES WITH  
DORSEY AND WHITNEY LLP FOR MUNICIPAL BONDING SERVICES**

WHEREAS, the City of Nevada, Iowa, is considering the issuance of General Obligation Corporate Purpose Bonds, Series 2020 for the Central Business District Project; and

WHEREAS, the City of Nevada desires to engage for bond and disclosure counsel; and

WHEREAS, Dorsey & Whitney, LLP is willing to providing services per the terms set forth in the attached engagement agreements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, does hereby approve the Engagement Agreement for Municipal Bonding Services (Exhibit A attached.) between the City of Nevada and Dorsey & Whitney. The Mayor is hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 24<sup>th</sup> day of February, 2020.

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

ATTEST:

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

Moved by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. 031 (2019/2020) be adopted.

AYES:            —  
NAYS:           —  
ABSENT:         —

The Mayor declared Resolution No. 031 (2019/2020) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 031 (2019/2020) at the regular Council Meeting of the City of Nevada, Iowa, held on the 24<sup>th</sup> day of February, 2020.

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Kerin Wright  
City Clerk

W:\Office\Council\Resolutions\2019-2020\031-Engagement agree, Dorsey, 2020B.doc



February 19, 2020

**VIA E-MAIL**

Ricardo Martinez II  
Interim City Administrator/City Hall  
Nevada, Iowa 50201-0530

Re: Nevada, Iowa  
General Obligation Corporate Purpose Bonds, Series 2020

Dear Ricardo:

I am writing to explain our role as bond and disclosure counsel for the City's proposed General Obligation borrowing. It is our understanding that the City will issue General Obligation Corporate Purpose Bonds (the "Bonds") in the approximate principal amount of \$8,000,000 into the municipal bond market through a negotiated underwriting with D.A. Davidson & Co. (the "Underwriter").

As Bond Counsel, it is our responsibility to provide legal representation to the City with respect to the authorization of the issuance of the Bonds. In serving the City as Bond Counsel, we will prepare appropriate resolutions, notices, agreements, filings and certificates, consult with the Underwriter, and undertake such additional duties as we deem necessary to help the City through this transaction. At closing of the issuance of the Bonds, assuming the proper conditions are in place, we will deliver our opinion that (1) the Bonds are valid and binding general obligations of the City, and (2) the interest paid on the Bonds will be excluded from gross income for federal income tax purposes.

We have also been asked to serve as disclosure counsel in order to assist with securities regulatory compliance for the offering of the Bonds. As disclosure counsel we will prepare the body of the official statement which will be necessary for the sale of the Bonds and consult and advise on related disclosure and continuing disclosure matters. We will perform "due diligence" functions and perform certain other functions as may be necessary to fulfill our responsibilities as disclosure counsel. We will not be responsible for the compilation, preparation and/or review of the financial and operating data to be included in Appendix A of the official statement, but we will coordinate with the Underwriter as they prepare that portion of the document.

It has come to our attention that our firm from time-to-time represents the Underwriter on certain unrelated legal matters, and the City's position will be technically adverse to the Underwriter as it issues the Bonds. Professional rules require a law firm to obtain client consents before representing one client on a matter which is adverse to another current client, even though the representations are on unrelated subject matters. In asking these consents, we assure you that: (1) that we will not use confidential client information in any way to either client's

Page 2

disadvantage, and (2) that we will be able, fully and properly, to represent the City and the Underwriter on their separate matters without our representation of either client being affected by our representation of the other client. The Underwriter has already consented to this representation. By execution of this letter, the City will consent to the representation under these described conditions and consents to our current and future representation of the Underwriter on unrelated matters.

In performing our services as Bond Counsel and Disclosure Counsel, our sole client in this matter will be the City of Nevada. We will not represent any other party in this financing and it is mutually understood that the services to be provided by us as described herein are solely for the benefit of the City of Nevada.

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake, (iii) the time we anticipate devoting to the project, and (iv) the responsibilities we assume, we estimate that our aggregate fees and expenses for legal services as Bond Counsel and Disclosure Counsel will not exceed \$24,000.

After this arrangement is approved on behalf of the City, please have this letter executed in the space below and either scan and email an executed copy of this letter to [ritter.cheryl@dorsey.com](mailto:ritter.cheryl@dorsey.com) or fax an executed copy to our office at (515) 283-1060. If you have questions, please call me.

We look forward to working with you. Thank you for the opportunity to serve the City.

Best regards,



John P. Danos

JPD/am

Page 3

I understand and agree to the arrangements stated above.

**CITY OF NEVADA, IOWA**

**BY:** \_\_\_\_\_  
                    **Mayor**

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

**ATTEST:** \_\_\_\_\_  
                    **City Clerk**

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



RESOLUTION NO.032 (2019/2020)

Resolution setting the date for public hearing on proposal to enter into a General Obligation Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$9,000,000

WHEREAS, the City of Nevada (the "City"), in Story County, State of Iowa, pursuant to the provisions of Section 384.24A of the Code of Iowa, proposes to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$9,000,000 for the purpose of paying the costs, to that extent, of constructing street, sidewalk, sanitary sewer, water system, storm water drainage, alley and sidewalk improvements; and acquiring and installing street lighting, signage and signalization improvements (the "Projects"), and it is necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Loan Agreement and to give notice thereof as required by such law;

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

Section 1. This City Council shall meet on March 9, 2020, at the Nevada City Council Chambers, Nevada, Iowa, at 6:00 o'clock p.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Loan Agreement described in the preamble hereof.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than four (4) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO  
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY  
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$9,000,000

(GENERAL OBLIGATION)

The City Council of the City of Nevada, Iowa (the "City"), will meet on March 9, 2020, at the Nevada City Council Chambers, Nevada, Iowa, at 6:00 o'clock p.m., for the purpose of instituting proceedings and taking action on a proposal to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$9,000,000 for the purpose of paying the costs, to that extent, of constructing street, sidewalk, sanitary sewer, water system, storm water drainage, alley and sidewalk improvements; and acquiring and installing street lighting, signage and signalization improvements.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Nevada, Iowa.

Kerin Wright  
City Clerk

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the Projects which are reasonably estimated to cost approximately \$9,000,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the "Bonds"), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Projects have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved February 24, 2020.

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Brett Barker, Mayor

Attest:

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Kerin Wright, City Clerk



MINUTES TO SET DATE FOR HEARING  
ON PROPOSAL TO ENTER INTO A  
GENERAL OBLIGATION LOAN  
AGREEMENT

420131-94

Nevada, Iowa

February 24, 2020

The City Council of the City of Nevada, Iowa, met on February 24, 2020, at 6:00 o'clock p.m., at the Nevada City Council Chambers, Nevada, Iowa. The Mayor presided and the roll was called showing the following members of the City Council present and absent:

Present: \_\_\_\_\_.

Absent: \_\_\_\_\_.

Council Member \_\_\_\_\_ introduced the resolution hereinafter next set out and moved its adoption, seconded by Council Member \_\_\_\_\_; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of the said resolution and the roll being called, the following named Council Members voted:

Ayes:

\_\_\_\_\_

Nays: \_\_\_\_\_.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

....

At the conclusion of the meeting and upon motion and vote, the City Council adjourned.

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

Attest:

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

## ORGANIZATION CERTIFICATE

STATE OF IOWA  
COUNTY OF STORY      SS:  
CITY OF NEVADA

I, the undersigned City Clerk, do hereby certify that the City of Nevada is organized and operating under the provisions of Title IX of the Code of Iowa and not under any special charter and that the City is operating under the Mayor-Council form of government and that there is not pending or threatened any question or litigation whatsoever touching the incorporation of the City, the inclusion of any territory within its limits or the incumbency in office of any of the officials hereinafter named.

And I do further certify that the following named parties are officials of the City as indicated:

Brett Barker, Mayor

Ricardo Martinez II, Interim City Administrator

Kerin Wright, City Clerk

Barb Mittman, Council Member/Mayor Pro Tem

Luke Spence, Council Member

Sandy Ehrig, Council Member

Dane Nealson, Council Member

Jason Sampson, Council Member

Brian Hanson, Council Member

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

February 19, 2020

**Via Email**

Kerin Wright  
City Clerk/City Hall  
Nevada, Iowa

Re: General Obligation Loan Agreement  
Our File No. 420131-94

Dear Kerin:

We have prepared and attach proceedings to be used at the February 24<sup>th</sup> City Council meeting to enable the City Council to set March 9<sup>th</sup> as the date for a hearing on the General Obligation Loan Agreement (the "Loan Agreement"). The documents attached include the following items:

1. Resolution fixing the date, time and place of the meeting at which it is proposed to hold the hearing and take action to enter into the Loan Agreement. The form of notice of hearing is set out in Section 2 of the resolution. Please print an extra copy for delivery to the publisher. Please insert the time and place of the hearing in both the resolution and the notice.
2. Attestation Certificate with respect to the validity of the transcript.
3. Organization Certificate.
4. Publication Certificate with respect to publication of the notice, to which must be attached the publisher's affidavit of publication with the clipping of the notice as published.

The notice of hearing on the Loan Agreement must be published at least once, not less than four (4) and not more than twenty (20) days before the March 9<sup>th</sup> meeting date set for the hearing, in a legal newspaper which has a general circulation in Nevada. The last date on which this notice can be effectively published is March 5, 2020. Please email a copy of the published notice to [ritter.cheryl@dorsey.com](mailto:ritter.cheryl@dorsey.com) as soon as it appears in the newspaper.

As soon as possible after the City Council meeting, please return one fully executed copy of these proceedings. If you have any questions, please contact Cheryl Ritter or me.

Best regards,

John Danos

**Attachments**

cc: Michael Maloney



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NEVADA CITY COUNCIL - MONDAY, FEBRUARY 10, 2020 6:03 P.M.

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1. CALL TO ORDER

The City Council of the City of Nevada, Iowa, met for a meeting in the Council Chambers of Nevada City Hall located at 1209 6<sup>th</sup> Street, Nevada, Iowa. Mayor Brett Barker, convened the meeting at 6:03 p.m. on Monday, February 10, 2020, pursuant to the rules of the Council. The agenda was posted on the official bulletin board in compliance with the open meeting law.

2. ROLL CALL

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

Staff Present: Kerin Wright, Larry Stevens, Ric Martinez, Ray Reynolds, Shanna Speer, Chris Brandes, Shawn Cole.

Also in attendance were: Katie Mauch, Brianna Hall, John Hall, Phil Page and Angie Tscherter.

3. APPROVAL OF AGENDA

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

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

Motion by Brian Hanson, seconded by Jason Sampson, to approve the following consent agenda items:

- A. Approve Minutes of the Regular Meeting and Workshop held on January 27, 2020
- B. Approve Minutes of the Special Meeting held on January 31, 2020
- C. Approve Payment of Cash Disbursements, including Check Numbers 72958-73028 and Electronic Numbers 730-735 (Inclusive) Totaling \$265,962.90 (See attached list)
- D. Approve Financial Reports for Month of January, 2020
- E. Schedule Public Hearing on Fiscal Year 2021 Proposed Maximum Property Tax Levy for February 24, 2020 at 6:00 p.m. and Authorize Publication of Notice on February 13, 2020

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

5. PUBLIC FORUM

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

6. OLD BUSINESS

- A. Ordinance No. 1008 (2019/2020): An Ordinance Amending the City Code of Nevada, Iowa, by Amending Chapter 65 (Stop or Yield Required), third and final reading

Motion by Luke Spence, seconded by Barb Mittman, to **adopt Ordinance No. 1008 (2019/2020), third and final reading.** After due consideration and discussion the roll was called. Aye: Spence, Mittman, Nealson, Sampson, Ehrig, Hanson. Nay: None. The Mayor declared the motion carried.

- B. Approve Pay Request No. 3 for the 2019 Sidewalk Program from Milam Concrete in the amount of \$1,007.00

Motion by Jason Sampson, seconded by Sandy Ehrig, to **approve Pay Request No. 3 for the 2019 Sidewalk Program from Milam Concrete in the amount of \$1,007.00.** After due consideration and discussion the roll was called. Aye: Sampson, Ehrig, Hanson, Mittman, Nealson, Spence. Nay: None. The Mayor declared the motion carried.

## 7. NEW BUSINESS

- A. Discussion and Appropriate Follow-up on a Rural Housing Readiness Assessment Program

1. Resolution No. 027 (2019/2020): A Resolution to approve a Community Agreement with Iowa State University, Extension to perform a Rural Housing Readiness Assessment Program

Motion by Luke Spence, seconded by Sandy Ehrig, to **adopt Resolution No. 027 (2019/2020).** After due consideration and discussion the roll was called. Aye: Spence, Ehrig, Hanson, Mittman, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

- B. Discussion and Appropriate Follow-up on the request from Runners United regarding a May 3 Main Street Event, Run Country Fest 5K for a Beer Garden at the Lincoln-Jefferson Highways Heritage Park (formerly City Hall Campus Park) Policy

Motion by Jason Sampson, seconded by Brian Hanson, to **approve a waiver on the restriction of alcohol at the Lincoln Jefferson Highways Heritage Park for the Run Country Fest 5K event on May 3, 2020.** After due consideration and discussion the roll was called. Aye: Sampson, Hanson, Ehrig. Nay: Mittman. Abstain: Nealson, Spence. The Mayor declared the motion carried.

## 8. REPORTS:

Interim City Administrator Martinez reported his attendance at various committees.

Mayor Barker reported on the Community Coffee. They fielded questions regarding the Fieldhouse. He also attended the annual Main Street Nevada/NEDC event. Fill the Foyer distribution was held on Thursday, January 30<sup>th</sup>. Discussions are being held regarding fiber for Nevada and rural water issues with Story County communities.

Council Member Ehrig attended the Community Coffee where there were good comments regarding the Library and Streets department.

Public Works Director Rydl noted the stop signs will be put up after the ordinance is published.

Police Sergeant Brandes reported officers Celentano and Soubayi will complete field training in April and officer Swanson will graduate from the academy in April.

City Engineer Stevens advised the bid opening for the Central Business District project is scheduled for February 19<sup>th</sup>. He also mentioned that Brandon Mickelson will be leaving HR Green for a position with the City of Clive tomorrow.

#### 9. 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 7:10 p.m. the meeting adjourned.

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

ATTEST:

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

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

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



**CITY OF NEVADA**  
**CLAIMS REPORT FOR FEBRUARY 24, 2020**  
**2/10/20 THRU 2/24/20**

VENDOR	REFERENCE	AMOUNT	CHECK #
WAGeworks	FSA 02112020 PMT	164.94	738
VERIZON WIRELESS	WTR/WWT-GIS	40.01	73032
MILAM CONCRETE	2019 SIDEWALK PR#3	1,007.00	73033
MARCO	All-COPIER LEASE	799.00	73034
EFTPS	FED/FICA TAX	23,369.31	739
ICMA	DEFERRED COMP	820.00	73040
COLLECTION SERVICES CENTER	CHILD SUPPORT	305.71	73041
GREAT WESTERN BANK	HSA	173.82	73042
QUILL CORP	LIB-SUPPLIES	60.68	73043
BAKER & TAYLOR	LIB-MATERIALS	3,057.25	73045
IA COMMUNICATIONS NETWORK	LIB-LONG DISTANCE	8.31	73046
DEMCO INC	LIB-SUPPLIES	1,074.38	73047
BRODART CO	LIB-TAPE	41.33	73048
AMAZON.COM	LIB-DVDS	285.14	73049
CENTER POINT	LIB-MATERIALS	70.11	73050
CENGAGE LEARNING	LIB-MATERIALS	577.47	73051
ELECTRICAL ENGINEERING	GH-GENERATOR MAINT	573.77	73052
FAIR MANUFACTURING	STS-SNOWBLOWER RPR	3,831.03	73053
BLACKHAWK AUTO SPRINKLERS	LIB-SPRINKLER INSPECT	172.00	73054
VINCENT CONSTRUCTION	STS/PKM-SALT MACHINE	600.00	73055
FRIENDS OF WHITEFISH BAY LIB	LIB-2020 PLA CONF HOUSING	459.99	73056
BEN FRANKLIN-ONE HOUR AC/HEAT	LIB-FURNACE RPR/SENSOR	589.00	73057
TREASURER STATE OF IOWA01	SALES TAX 2/1/15/2020	3,188.25	740
TREASURER STATE OF IOWA01	WTR EXCISE TAX 2/1-15/2020	9,164.80	741
WAGeworks	FSA 02192020 PMT	35.00	742
BIG 8 TYRE CENTER	STS-#23 TIRE RPR	28.00	73058
FAREWAY	STS-SUPPLIES	35.94	73059
ALLIANT	ALL-UTILITIES	32,197.90	73060
FAST LANE MOTOR PARTS LLC	STS-DEGREASER/CLEANER	151.20	73061
NEVADA VETERINARY CLINIC	PD-ANIMAL CONTROL	115.10	73062
PRATT SANITATION	ALL-GARBAGE SVC	701.00	73063
VAN WALL	STS-SUPPLIES	8.79	73064
STATE HYGIENIC LABORATORY	WWT-LAB ANALYSIS	2,868.50	73065
FIRST CLASS SIGNS	STS-TRUCK LOGOS	160.00	73066
ARNOLD MOTOR SUPPLY	STS/PD-SUPPLIES	277.17	73067
HACH COMPANY	WTR-LAB SUPPLIES	252.76	73068
IA ASSN MUNICIPAL UTIL	WTR-20/21 DUES	939.00	73069
GATEHOUSE-AMES TRIBUNE	PUBLIC NOTICES	405.55	73070
HOKEL	PKM-BIT SET	100.64	73071
IA PARK & RECREATION	POOL-AQUA WKSHP MAIER/JMOUSEL	280.00	73072
CHEMSEARCH	GH-SUPPLIES	1,155.38	73073
GOOD AND QUICK	PD-#88/22 REPAIR	264.03	73074

STAPLES	FD-BUSINESS CARD HOLDERS	24.95	73075
SANDRY FIRE SUPPLY	FD-SCBA MASK PRJT	869.50	73076
INTL ASSOC OF CHIEFS OF POLICE	PD-MARTINEZ/CIZMADIA/BARANDES DUES	340.00	73077
H L MUNN LUMBER	STS-LUMBER	25.00	73078
DRAINTECH	GH-REPAIRS	428.88	73079
NEVADA HARDWARE	ALL-SUPPLIES	608.18	73080
NEIGHBORS HTG CLG	GH-FURNACE RPR	127.33	73081
STAPLES ADVANTAGE	STS/ADM/WTR/WWT-SUPPLIES	102.73	73082
WINDSTREAM	PD/POOL-PHONE	111.72	73083
CONSUMERS ENERGY	ALL-UTILITIES	5,319.03	73084
IA FIRE CHIEFS ASSOC	FD-REYNOLDS 2020 DUES	25.00	73085
JOHN DEERE FINANCIAL	WWT/STS/CEM/WTR/REC-SUPPLIES	568.10	73086
HR GREEN	ALL-ENGINEERING	134,492.28	73087
MIDWEST BREATHING AIR	FD-AIR FILL STATION CERT	666.46	73088
PLUMB SUPPLY	WWT-GRAPHITE PACKING	7.58	73089
BRICK GENTRY PC	ALL-LEGAL	5,205.00	73090
DAVE GRYP CONSTRUCTION	STS-GUARDRAIL RPR	4,000.00	73091
CENTRAL IOWA WATER ASSC	WTR-LWE RAW WATER 03/2020	453.03	73092
ASCHEMAN, PHILIP L PHD	PD-EVAL WC	135.00	73093
PRINCIPAL FINANCIAL GROUP	ALL-LIFE INSURANCE	604.13	73094
NEOPOST	ALL-POSTAGE	1,000.00	73095
AMAZON	PD-SUPPLIES	131.76	73096
NEVADA AUTOMOTIVE	PKM-RPR	528.50	73097
NEOPOST USA INC	ADM-METER RENTAL	135.00	73098
WEX BANK	ALL-GAS CARDS	6,401.24	73099
PEAK DECALS	FD-DECAL 410	870.00	73100
FIRE SERVICE TRNG BUREAU	PREV BILLED VENDOR #415	105.00	73101
TIFCO INDUSTRIES	STS-SCREW EXTRACTOR SET	179.95	73102
MARSHALLTOWN ALARM	WTR-REPAIR GATE	4,825.50	73103
MELLEN & ASSOCIATES	WTR-REPAIRS	100.00	73104
NELSEN APPRAISAL ASSOC, INC	GH-APPRAISAL	3,500.00	73105
	Accounts Payable Total	262,300.11	
	Payroll Checks	68,397.65	
	***** REPORT TOTAL *****	330,697.76	

GENERAL	93,145.21
ROAD USE TAX	24,315.08
LOCAL OPTION SALES TAX	4,146.78
LIBRARY TRUST	2,185.68
PARK OPEN SPACE	0.99
SIDEWALK IMPROVEMENTS	1,007.00
2019 CIP WORK	824.00
CBD DOWNTOWN IMPR	39,108.25
WATER	37,335.60
SEWER	29,640.43

SEWER CAP IMP PROJECT	92,705.03
LANDFILL/GARBAGE	50.40
STORM WATER	1,363.87
REVOLVING FUND	4,669.50
FLEX BENEFIT REVOLVING	199.94
TOTAL FUNDS	<u>330,697.76</u>



# NOTICE OF PUBLIC HEARING BUDGET ESTIMATE

FISCAL YEAR BEGINNING JULY 1, 2020 - ENDING JUNE 30, 2021

City of NEVADA, Iowa

The City Council will conduct a public hearing on the proposed Budget at Nevada Council Chambers

on 3/23/2020 at 6:00 p.m.  
(Date) xx/xx/xx (hour)

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. The city budget is subject to protest. More information on protest can be found at <https://dom.iowa.gov/local-gov-appeals>.

515-382-5466  
phone number

Kerin Wright  
City Clerk/Finance Officer's NAME

		Budget FY 2021	Re-estimated FY 2020	Actual FY 2019
		(a)	(b)	(c)
<b>Revenues &amp; Other Financing Sources</b>				
Taxes Levied on Property	1	3,859,776	4,021,105	3,049,824
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	3,859,776	4,021,105	3,049,824
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	949,646	1,042,310	3,231,474
Other City Taxes	6	989,911	965,871	1,054,716
Licenses & Permits	7	102,750	88,150	97,102
Use of Money and Property	8	293,600	162,800	517,103
Intergovernmental	9	1,181,486	2,345,497	1,396,506
Charges for Fees & Service	10	3,911,141	3,946,696	4,084,312
Special Assessments	11	1,000	1,000	0
Miscellaneous	12	2,282,250	304,700	4,370,904
Other Financing Sources	13	14,000,000	5,000,000	4,962,923
Transfers In	14	8,254,362	3,661,075	8,021,274
Total Revenues and Other Sources	15	35,825,922	21,539,204	30,786,138
<b>Expenditures &amp; Other Financing Uses</b>				
Public Safety	16	1,818,312	1,494,067	1,605,939
Public Works	17	1,075,480	1,011,538	750,274
Health and Social Services	18	64,550	13,920	80,107
Culture and Recreation	19	1,832,752	1,537,167	2,166,304
Community and Economic Development	20	678,634	507,105	330,015
General Government	21	670,889	638,996	458,245
Debt Service	22	1,341,263	1,355,104	5,948,096
Capital Projects	23	12,943,000	7,727,000	1,305,169
Total Government Activities Expenditures	24	20,424,880	14,284,897	12,644,149
Business Type / Enterprises	25	4,905,693	4,484,254	2,503,263
Total ALL Expenditures	26	25,330,573	18,769,151	15,147,412
Transfers Out	27	8,254,362	3,661,075	8,021,274
Total ALL Expenditures/Transfers Out	28	33,584,935	22,430,226	23,168,686
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	2,240,987	-891,022	7,617,452
Beginning Fund Balance July 1	30	23,408,826	24,299,848	16,682,396
Ending Fund Balance June 30	31	25,649,813	23,408,826	24,299,848

### NOTICE OF PUBLIC HEARING

Notice is hereby given that the Nevada City Council will hold a Public Hearing on Monday, March 23, 2020 at 6:00 p.m. to hear public input on the proposed FY19/20—FY 23/24 Capital Improvement Plan.

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 23, 2020.

Kerin Wright  
City Clerk



# CAPITAL IMPROVEMENT PROGRAM, FY20-24 CITY OF NEVADA, IOWA

Street Projects	Funding	2019-20	2020-21	2021-2022	2022-23	2023-24	12/5/2019
CBD Improvements, with streetscape	TIF/DS	\$1,000,000	\$3,000,000	\$2,000,000			Unscheduled
Bridge Approach & Intakes	GO						
#1 LHW Reconstruction, 1st St to 5th (3 parts)	TIF				\$15,000	\$150,000	
#2 LHW Reconstruction, 7th St to 15th	TIF				\$140,000	\$1,400,000	
#3 LHW Reconstruction, 1st St to Bridge, 15 to 19St	TIF						\$3,080,000
Connecting 10th Street/10th Street Place, W Avenue	GO	\$100,000					\$4,040,000
South D Avenue	GO	\$700,000					
S 11th St-E Ave to S D, Reconst,	GO						
E Ave-11th to 8th	GO						\$2,300,000
US 30 Interchange, Add'l roads	GO						\$910,000
Total Streets - GO/TIF Funding		\$1,700,000	\$3,000,000	\$2,000,000	\$155,000	\$1,550,000	\$10,330,000
Sewer and Wastewater Projects	Funding	2019-20	2020-21	2021-2022	2022-23	2023-24	Unscheduled
WWTP, Nutrient Removal (transfer to WWCF)	O/M	\$250,000	\$250,000	\$250,000	\$250,000		\$250,000
WWTP, Plant build	REV SRF	\$1,885,000	\$1,000,000	\$17,350,000	\$17,350,000	\$8,640,000	Total \$46,310,000
19th St., Fawcett Pkwy to H Ave., Lift Station Project at H Ave/15th Street	GO	\$1,210,000					
Televising	O/M	\$15,000	\$15,000	\$15,000	\$15,000		\$15,000
CBD Sanitary Sewer Improvements	TIF/OM	\$265,000	\$265,000				
Sewer lining (CIPP) and manhole rehab - 17-18 blocks	WWT						\$440,000
LHW Reconstr, - 1st St. to 3rd st	O/M					\$130,000	
LHW Reconstr, - 11th to 14th (2027)	O/M						\$200,000
S 11th St-E Ave to S D, Line Sewer	O/M						\$65,000
3 Ave-11th to 8th, Sewer replacement	O/M						\$200,000
Total Sewer and Wastewater GO/TIF		\$1,475,000	\$265,000	\$0	\$0	\$130,000	\$200,000
Total Sewer and Wastewater REV		\$1,885,000	\$1,000,000	\$17,350,000	\$17,350,000	\$8,640,000	\$0
Total Sewer and Wastewater O/M		\$265,000	\$265,000	\$265,000	\$265,000		\$705,000
Project	Funding	2019-20	2020-21	2021-2022	2022-23	2023-24	Unscheduled



W:\Office\Finance\BUDGET\2020-2021\CIP

## Water Projects

Streets GO Bond every 3 years - approximately \$3,000,000  
Water and Wastewater Projects every 3 years - approximately \$1,000,000  
Storm Projects every 3 years - approximately \$400,000

Applicant License Application ( LA0001071 )

Item # 5E  
Date: 2/24/20

Name of Applicant: <u>WILLIAM F. BALL POST NO. 48.</u>		
Name of Business (DBA): <u>American Legion Post #48</u>		
Address of Premises: <u>1331 6th Street</u>		
City <u>Nevada</u>	County: <u>Story</u>	Zip: <u>5020100</u>
Business <u>(515) 382-2837</u>		
Mailing <u>1331 6th Street</u>		
City <u>Nevada</u>	State <u>IA</u>	Zip: <u>502010000</u>

**Contact Person**

Name	<u>Allen Kockler</u>		
Phone:	<u>(515) 382-6979</u>	Email	<u>alk@kockler.com</u>

Classification Class A Liquor License (LA) (Private Club)

Term: 12 months

Effective Date: 03/31/2020

Expiration Date: 03/30/2021

**Privileges:**

Class A Liquor License (LA) (Private Club)

Sunday Sales

**Status of Business**

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

**Ownership**

Donald Kockler

First Name:	<u>Donald</u>	Last Name:	<u>Kockler</u>
City:	<u>Nevada</u>	State:	<u>Iowa</u>
Position:	<u>Commander</u>	Zip:	<u>50201</u>
% of Ownership:	<u>0.00%</u>	U.S. Citizen:	<u>Yes</u>

**Insurance Company Information**

Insurance Company:	<u>Illinois Casualty Co</u>		
Policy Effective Date:	<u>03/31/2020</u>	Policy Expiration	<u>03/30/2021</u>
Bond Effective			
Outdoor Service Effective			
Temp Transfer Effective			
	Dram Cancel Date:		
	Outdoor Service Expiration		
	Temp Transfer Expiration Date:		

## BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the Feb 24, 2020 Council Agenda

Business Name American Legion 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.

2-13-20  
Date

Ray Rayl  
FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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

no orders





Item # 5F  
Date: 2/24/20

FEB 7 2020

February 01, 2020

CITY OF NEVADA, IOWA  
NEVADA CITY HALL  
1209 SIXTH STREET  
NEVADA, IA 50201

**VIA CERTIFIED Mail: 7018 3090 0000 4151 5909**

Re: NEVADA  
Site #: 0760576

To Whom It May Concern:

This letter shall serve as notice that USCOC of Greater Iowa, LLC is exercising its option to renew the Lease Agreement dated July 05<sup>th</sup>, 2000 for the first of four renewal terms (Option 1) of five years. The new term will commence on December 01<sup>st</sup>, 2020 and expire on November 30<sup>th</sup>, 2025.

Please be advised that you may be contacted by one of several companies that are currently trying to acquire property upon which towers have been installed. If you are contacted by one of those companies, it would be greatly appreciated if you advise us of the situation prior to signing any agreements. We look forward to continuing our valuable business relationship with you.

Please contact me at (773) 399-7908 if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jaideep", with a stylized flourish at the end.

Jaideep Dudani  
Real Estate Analyst

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



Kerin Wright  
City Clerk

Phone: (515) 382-5466  
Fax: (515) 382-4502  
[kwright@cityofnevadaiaowa.org](mailto:kwright@cityofnevadaiaowa.org)

February 25, 2020

U.S. Cellular  
c/o Jaideep Dudani  
8410 W. Bryn Mawr Avenue  
Chicago, IL 60631-3486

Re: City of Nevada, Iowa—Option for Ground Lease

To Whom it May Concern:

We have received your letter dated February 1, 2020 exercising USCOC of Greater Iowa, LLC's option to renew the Lease Agreement dated July 5, 2000 for five (5) years. The City of Nevada hereby acknowledges the renewal, which will begin on December 1, 2020 and expire on November 30, 2025. According to our records, the adjusted rent for the cumulative change in the Consumer Price Index is \$11,842.75, which amount does not include any amounts the City receives as a result of subleases and/or colocations on the tower located on the Leased Parcel.

If you have any questions about the foregoing, please don't hesitate to contact me.

Sincerely,

Kerin Wright  
City Clerk

Prepared by: Dennis Connolly, Connolly Commercial Real Estate Services, Inc., Suite 2, 2130 Grand Avenue, Des Moines, Iowa 50312 (515)280-1910  
Return to: Scott Van Roekel, U.S. Cellular, 4550 Brady Street, Davenport, Iowa 52806 (319)349-7510

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Site No. 178375

### OPTION FOR GROUND LEASE

This Agreement is made and entered into the 5<sup>th</sup> day of July, 2000, by and between City of Nevada, Iowa, Nevada City Hall, 1209 Sixth Street, Nevada, Iowa 50201 (hereinafter referred to as "Landlord"), and United States Cellular Operating Company-Des Moines, an Iowa corporation doing business as U.S. Cellular, Attention: Real Estate, Suite 700, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631 (hereinafter referred to as "Tenant").

In consideration of the mutual promises, conditions and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Option to Lease. (a) Landlord hereby grants to Tenant an option ("the Option") to lease from Landlord the following-described Leasehold Parcel:

Approximate dimensions: 75'x 75'

Approximate acreage: 5,625 sq.ft.

Location: a site to be located in the northeast corner of Harrington Park (subject to survey to be agreed upon by all parties)

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in Story County, State of Iowa (collectively the "Leasehold Parcel"), together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Landlord's property.

(b) At the expiration of the Option period or any extension thereof, if Tenant has not exercised its Option, Tenant will restore the Premises to their original condition at the effective date, reasonable wear and tear excepted. During the Option period and any extension thereof, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Leasehold Parcel to inspect, examine, conduct soil borings, drainage testing, material sampling and other geological or engineering tests or studies of the Leasehold Parcel (collectively the "Tests"), to apply for and obtain licenses, permits, approvals or other relief required of or deemed necessary or appropriate, at Tenant's sole discretion, for its use of the Premises and including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits and construction permits (collectively referred to as "Governmental Approvals"), and otherwise to do those things on or off the Leasehold Parcel that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Leasehold Parcel, the environmental history of the Leasehold Parcel, Landlord's title to the Leasehold Parcel and the feasibility or suitability of the Leasehold Parcel for Tenant's



Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Leasehold Parcel, whether or not such defect or condition is disclosed by Tenant's inspection.

(c) In consideration of Landlord granting Tenant the Option, Tenant hereby agrees to pay Landlord the sum of \$600 upon execution of this Agreement. The Option will be for an initial term of twelve months (the "Initial Option Term") and may be renewed by Tenant for an additional six months upon written notification to Landlord and the payment of an additional \$500 no later than ten (10) days prior to the expiration date of the Initial Option Term.

(d) If Tenant fails to exercise this Option within the Option period, including any extension thereof, all rights and privileges granted in this Agreement shall be deemed completely surrendered, this Option shall be terminated, the Landlord shall retain all money paid for the Option and no additional money shall be payable by either party to the other. During the Initial Option Term and any extension thereof, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Leasehold Parcel to the Tenant subject to the following terms and conditions.

2. Grant of Easement Parcel(s). Unless the Leasehold Parcel is immediately adjacent to public rights-of-way for ingress, egress and utilities (said rights-of-way being off Lincoln Highway), Landlord hereby grants to Tenant the following-described Easement Parcel(s) appurtenant to the Leasehold Parcel:

Use: Access  
Width: 20' Approximate length: Pursuant to survey to be agreed upon by all parties (said survey to be at Optionee's expense), between the Leasehold Parcel and the public road known as Lincoln Highway in Nevada, Iowa, over existing traveled ways where practical and establishing a new route as necessary.

Use: Utilities  
Width: 5' Approximate length: Pursuant to survey to be agreed upon by all parties (said survey to be at Optionee's expense), between the Leasehold Parcel and suitable utility company service connection points. Landlord agrees to make such direct grants of easement as the utility companies may require.

3. Grant of Easement Rights. To effect the purposes of this Agreement, Landlord hereby grants to Tenant the following Easement Rights: (a) the right to clear vegetation, cut timber and move earthen materials upon the Easement Parcels, which shall only be done in a manner and to such an extent as is mutually agreed between the parties so that the City's present use is interrupted as little as possible (if Tenant removes any trees, Tenant shall replace them with three smaller caliper trees for each tree removed); (b) the right to improve an access road within the Access Easement Parcel; (c) the right to place utility lines and related infrastructure within the Utilities Easement Parcel; (d) the right to enter and temporarily rest upon Landlord's adjacent lands for the purposes of installing, repairing, replacing and removing the leasehold improvements (the "Improvements") and any other personal property of Tenant upon the Leasehold Parcel and improving the Easement Parcels, including the right to bring in and use all necessary tools and

machinery; and (e) the right of pedestrian and vehicular ingress and egress to and from the Leasehold Parcel at any time over and upon the Access Easement Parcel. The Leasehold Parcel and Easement Parcels are collectively referred to herein as the "Premises."

4. Survey/Site Plan. Tenant may, at Tenant's expense, cause a survey, site plan and/or legal description of the Premises to be prepared, to further delineate and identify the land underlying the Premises, and to attach the same as exhibits to this Agreement.

5. Use of the Premises. Tenant shall be entitled to use the Premises to construct, operate, modify as necessary and maintain thereon a communications antenna tower (including aviation hazard lights when required), an access road, one or more equipment buildings and a security fence, together with all necessary lines, anchors, connections, devices and equipment for the transmission, reception, encryption and translation of voice and data signals by means of radio frequency energy and landline carriage (the "Permitted Use"). Tenant shall construct a 250-foot self-supporting communications tower and shall obtain all City approvals before construction.

6. Term of Lease. In the event Tenant exercises the Option, the initial lease term will be 20 years (the "Initial Term"), commencing upon the Commencement Date, as defined below. The Initial Term will terminate on the last day of the month in which the 20th annual anniversary of the Commencement Date occurred.

7. Option to Renew. Tenant shall have the option to renew this Agreement for up to four (4) additional terms of five (5) years each, upon a continuation of all the same provisions hereof, by giving written notice to Landlord of Tenant's exercise of this option at least sixty (60) days before the expiration of the term then present at the time of such notice.

8. Option to Terminate. Tenant shall have the unilateral right to terminate this Agreement at any time by giving written notice to Landlord of Tenant's exercise of this option and paying Landlord the amount of \$3,000 as liquidated damages. Tenant cannot terminate this Agreement during the first five years.

9. Base Rent. Commencing on the date that Tenant commences construction (the "Commencement Date"), Tenant shall pay Base Rent to Landlord in the amount of \$39,000, which represents full rental payments for the first five years of the lease term, which sum shall be due when construction begins. Beginning with the sixth year, Tenant shall pay Landlord \$7,800 per year, plus any CPI increase which will apply, which payment will represent rental payments for one year in advance. Each subsequent year thereafter, Tenant shall pay Landlord rent on an annual basis rather than a monthly basis. Landlord shall specify the name, address and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive rent on behalf of the Landlord

10. Adjusted Rent. On every fifth years' anniversary of the commencement date of the term of this Agreement and throughout the duration hereof as renewed and extended, the Base Rent shall be adjusted in proportion to the cumulative change in the latest published Consumer Price Index compared to the same index as historically recorded for the month and year in which the term of this Agreement commenced. "Consumer Price Index" shall mean the Consumer Price Index for

All Urban Consumers, All Items, U.S. City Average, 1982-84 = 100 (U.S. Department of Labor, Bureau of Labor Statistics). If the said Index ceases to be published, then a reasonably comparable index shall be used.

11. Possession of Premises. Tenant shall not be entitled to take possession of the Premises and commence work to construct the Improvements until Tenant makes the first payment of rent.

12. Utilities. Tenant shall solely and independently be responsible for all costs of providing utilities to the Premises, including the separate metering, billing and payment of utility services consumed by Tenant's operations.

13. Property Taxes. Tenant shall pay any and all increased ad valorem, real estate and personal property taxes, assessments, charges and fees levied upon the property and the Premises as a result of Tenant's use thereof.

14. Repairs. Tenant shall be responsible for all repairs of the Improvements and may, at its own expense, alter or modify the Improvements to suit its needs consistent with the intended use of the Premises.

15. Mutual Indemnification. Tenant shall indemnify and hold Landlord harmless from and against any loss, damage or injury caused by, or on behalf of, or through the fault of the Tenant or in any way resulting from Tenant's presence upon Landlord's lands. Landlord shall indemnify and hold Tenant harmless from and against any loss, damage or injury caused by, or on behalf of, or through the fault of the Landlord. Nothing in this Article shall require a party to indemnify the other party against such other party's own willful or negligent misconduct.

16. Insurance. Tenant shall continuously maintain in full force and affect a policy of commercial general liability insurance with limits of One Million Dollars covering Tenant's work and operations upon Landlord's lands.

17. Monetary Default. Tenant shall be in default of this Agreement if Tenant fails to make a payment of rent when due and such failure continues for fifteen (15) days after Landlord notifies Tenant in writing of such failure.

18. Opportunity to Cure Non-Monetary Defaults. If Landlord or Tenant fails to comply with any non-monetary provision of this Agreement which the other party claims to be a default hereof, the party making such claim shall serve written notice of such default upon the defaulting party, whereupon a grace period of 30 days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of the default. Such grace period shall automatically be extended for an additional 30 days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing.

19. Assignment of Lease by Tenant. Tenant's interest under this Agreement is freely assignable in connection with the transfer of the FCC authorization to operate a cellular common carrier mobile radio telephone communication system, so that the name and identity of the holder of



Lessee's interest hereunder can be consistent with the name and identity of the holder of said FCC authorization. Any other assignment of this Agreement by Tenant shall require Landlord's prior written consent, which consent shall not unreasonably be withheld.

20. Subleasing. Tenant shall have the unreserved and unqualified right to sublet tower, building and ground space upon the Premises to subtenants, subject to obtaining Landlord's consent, which consent shall not be unreasonably withheld. Additional consideration shall be paid to the City for the additional use.

21. Execution of Other Instruments. Landlord agrees to execute, acknowledge and deliver to Tenant other instruments respecting the Premises, as Tenant or Tenant's lender may reasonably request from time to time, provided that any such instruments are in furtherance of, and do not substantially expand, Tenant's rights and privileges herein established. Such instruments may include a memorandum of lease which may be recorded in the county land records. Landlord also agrees to reasonably cooperate with Tenant's efforts to obtain all private and public consents related to Tenant's use of the Premises, as long as Landlord is not expected to bear the financial burden of any such efforts.

22. Removal of Improvements. The Improvements are agreed to be Tenant's personal property and shall never be considered fixtures to the real estate. Tenant shall at all times be authorized to remove the Improvements from the Premises. Upon the expiration or earlier termination of this Agreement, Tenant shall, at Tenant's expense, remove any above-ground Improvements from the Premises. Tenant shall be entitled to abandon all footings, foundations and other below-ground Improvements in place.

23. Quiet Enjoyment. Landlord covenants that Tenant shall have quiet and peaceable possession of the Premises throughout the Lease term, as the same may be extended, and that Landlord will not intentionally disturb Tenant's enjoyment thereof as long as Tenant is not in default under this Agreement.

24. Subordination. Tenant agrees to subordinate this Agreement to any mortgage or trust deed which may hereafter be placed on the Premises, provided such mortgagee or trustee thereunder shall ensure to Tenant the right to possession of the Premises and other rights granted to Tenant herein so long as Tenant is not in default beyond any applicable grace or cure period, such assurance to be in form reasonably satisfactory to Tenant. If requested by Tenant, Landlord agrees to use Landlord's best efforts to assist Tenant in obtaining from any holder of a security interest in the land underlying the Premises a non-disturbance agreement in form reasonably satisfactory to Tenant.

25. Environmental Warranty. Landlord hereby represents and warrants to Tenant that Landlord has never generated, stored, handled or disposed of any hazardous waste or hazardous substance upon the Leasehold Parcel and that Landlord has no knowledge of such uses historically having been made of the Leasehold Parcel or such substances historically having been introduced thereon.

Tenant will be solely responsible for and will defend, indemnify and hold Landlord, its agents and employees harmless from and against any and all direct claims, costs and liabilities, including reasonable attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the property associated with the Tenant's use of hazardous materials.

"Hazardous Materials" means asbestos or any hazardous substance, waste or materials as defined in any federal, state or local environmental or safety law or regulation, including but not limited to CERCLA.

26. Attorney's Fees. In any action on this Agreement at law or in equity, the prevailing party shall be entitled to recover the reasonable costs of its successful case, including reasonable attorney's fees and costs of appeal.

27. Binding Effect. All of the covenants, conditions and provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

28. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter.

29. Modifications. This Agreement may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

IN WITNESS WHEREOF, the parties hereto bind themselves to this Option for Ground Lease as of the day and year first above written.

CITY OF NEVADA, IOWA, Landlord

By Michael Neff  
Michael Neff, Mayor Pro-Tem

ATTEST

Sue North CMC/AAE  
Sue North, CMC/AAE, City Clerk

EIN 42-6005023

UNITED STATES CELLULAR  
OPERATING COMPANY-DES  
MOINES, an Iowa Corporation, Tenant

By Russell F. Arsaga  
Vice President Engineering Title  
U.S. Cellular

EIN 36-3510139

STATE OF IOWA :  
 : SS.  
 COUNTY OF STORY :

On this 26th day of June, 2000, before me, the undersigned, a notary public in and for the State of Iowa, personally appeared Michael Neff, to me personally known, who being by me duly sworn (affirmed), did say that he is the mayor pro-tem of the City of Nevada, Iowa; that said instrument was signed on behalf of the corporation by authority of its board of directors (trustees); and the said Michael Neff acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.



Teresa R. Peterson-Smith  
 Notary Public in and for the State of Iowa  
 My commission expires: 12/15/2001

STATE OF ILLINOIS :  
 : SS.  
 COUNTY OF COOK :

On this 31 day of July, 2000, before me, the undersigned, a notary public in and for the State of Illinois, personally appeared Russell F. Arsaga to me personally known, who being by me duly sworn, did say that he is the Vice President of U.S. Cellular®, executing the within and foregoing instrument, that no seal has been procured by the said corporation; that said instrument was signed on behalf of the corporation by authority of its board of directors; and that the said Russell F. Arsaga, as such officer, acknowledged the execution of the instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.



Joanne Rivera  
 Notary Public in and for the State of Illinois  
 My commission expires: 4-22-03



Applicant License Application ( LC0045132 )

Item # 7A  
Date: 2/24/20

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>tabloollc@gmail.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 03/01/2020

Expiration Date: 02/28/2021

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:	<u>Jason</u>	Last Name:	<u>Crimmins</u>	
City:	<u>Ames</u>	State:	<u>Iowa</u>	Zip: <u>50010</u>
Position:	<u>Owner</u>			
% of Ownership:	<u>100.00%</u>	U.S. Citizen:	<u>Yes</u>	

**Insurance Company Information**

Insurance Company: <u>Specialty Risk of America</u>	
Policy Effective Date: <u>03/01/2020</u>	Policy Expiration <u>03/01/2021</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 Feb 10th or 24th 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.

2-6-2020  
Date

RNR  
FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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

see insp. Report  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

Inspection No:	20-171
Inspection Date:	02/06/2020
Inspection Time:	0.35
Inspected By:	

## NEVADA PUBLIC SAFETY DEPARTMENT FIRE INSPECTION REPORT



### Inspection and Compliance Orders

Facility:	Lincoln Tap	Address:	835 6th Street #3	
Phone:	515-450-9688			
Fax:		City:	City of Nevada	
Email:	tabloollc@gmail.com	State:	IA	Postal Code: 50201
<b>Primary Contact</b>				
Contact:		Work:		
Email:		Cell:		

Inspection Type:	
------------------	--

Violation Code	Days to Correct*	Violation	Notes	Location
605.5		Extension cords and flexible cords shall not be a substitute for permanent wiring. Extension cords and flexible cords shall not be affixed to structures, extended through walls, ceilings or floors, or under doors or floor coverings, nor shall such cords be subject to environmental damage or physical impact. Extension cords shall be used only with portable appliances.	An orange extension cord was ran under the pool table to an outlet on the north wall. Extension cords can not be used a permanent wiring for the absence of electrical outlets. The pool table needs to be directly plugged into an outlet or have a longer cord wired to the pool table from a qualified electrician.	Under the pool table
906.2		Portable fire extinguishers shall be selected, installed and maintained in accordance with this section and NFPA 10. Exceptions: 1. The distance of travel to reach an extinguisher shall not apply to the spectator seating portions of Group A-5 occupancies. 2. Thirty-day inspections shall not be required and maintenance shall be allowed to be once every 3 years for dry-chemical or halogenated agent portable fire extinguishers that are supervised by a listed and approved electronic monitoring device, provided that all of the following conditions are met: 2.1. Electronic monitoring shall confirm that extinguishers are properly positioned, properly charged and unobstructed. 2.2. Loss of power or circuit continuity to the electronic monitoring device shall initiate a trouble signal. 2.3. The extinguishers shall be installed inside of a building or cabinet in a noncorrosive environment. 2.4. Electronic monitoring devices and supervisory circuits shall be tested every 3 years when extinguisher maintenance is performed. 2.5. A written log of required hydrostatic test dates for extinguishers shall be maintained by the owner to verify that hydrostatic tests are conducted at the frequency required by NFPA 10. 3. In Group I-3, portable fire extinguishers shall be permitted to be located at staff locations.	The fire extinguishers need to be inspected on an annual basis by a competent fire extinguisher company. The last inspection was tagged August 2018 by Hokel.	throughout

Inspection Notes:	
-------------------	--

Inspector :  
Ray Reynolds



RAD

\* Number of days to correct from date inspected.

A variance procedure is available. Please contact the inspector named for further assistance with this or any other matter.

## **Memo**

**To: City Council**

**From: Shawn Cole, Zoning Supervisor**

**CC: Ric Martinez**

**Date: 02/20/20**

**Re: Morrical Storm Sewer Easements**

---

1. The Council has approved the construction of a storm sewer improvement behind Mr. Morrical's home. The easements will allow the contractor to construct the improvements and have access to them for maintenance. The Council will review the bids for the project during their March 9<sup>th</sup> meeting.

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

RESOLUTION NO. 033 (2019/2020)

A RESOLUTION ACCEPTING PERMANENT CONSTRUCTION EASEMENT AND  
FOR PUBLIC STORM SEWER EASEMENTS FOR WALNUT/SHAGBARK STORM  
SEWER EXTENSION PROJECT

WHEREAS, the City of Nevada is undertaking projects to extend its public storm sewer; and

WHEREAS, the City of Nevada has determined that it is necessary to have a permanent easement for the constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining of the public sanitary sewer and associated appurtenances, including the right of ingress and egress, in and to the lands owned by James A. and Sharon J. Morrical.

WHEREAS, the City of Nevada has determined that it is necessary to have a public storm sewer permanent easement for the constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining to Public Storm Sewer and associated appurtenances, including the right of ingress and egress, in and to the lands owned by Morricals.

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

1. The Easement to the City of Nevada from James A. and Sharon J. Morrical in the forms attached hereto is hereby accepted.
2. Upon receipt of the executed Easement from Morricals, City staff is hereby authorized to record the Easements with the Story County Recorder.

PASSED AND APPROVED this 24<sup>th</sup> day of February, 2020

---

Brett Barker, Mayor

ATTEST:

---

Kerin Wright, City Clerk



Moved by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. 033 (2019/2020) be adopted.

AYES:            -  
NAYS:           -  
ABSENT:         -

The Mayor declared Resolution No. 033 (2019/2020) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 033 (2019/2020) at the regular Council Meeting of the City of Nevada, Iowa, held on the 24<sup>th</sup> day of February, 2020.

---

Kerin Wright, City Clerk

**WHEN RECORDED RETURN TO:**

Erin M. Clanton  
6701 Westown Parkway, Suite 100  
West Des Moines, Iowa 50266

Preparer Information: Erin M. Clanton, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266 (515) 274-1450

**PUBLIC STORM SEWER EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, James A. and Sharon J. Morrical, of the City of Nevada, County of Story, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Nevada, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Nevada, Iowa, a municipal corporation, in the County of Story, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

**DESCRIPTION PARCEL**

**See Attached Exhibit A**

That the above described easement is granted unto the City of Nevada, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

**Public Storm Sewer**

**1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited.**

Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

**2. Change of Grade Prohibited.** Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

8. Consent and Subordination of Mortgage Holder(s). By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this easement agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.

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

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 19 day of Feb., 2020

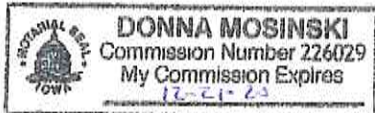
By Jamie H. Morrical

By Sharon J. Morrical



COUNTY OF STORY ) ss:  
)

On this 19 day of February, 2020, before me, a Notary Public in and for said county, personally appeared James A. and Sharon J. Morrical, to me personally known, and acknowledge the execution of said instrument to be their voluntary act and deed, by them voluntarily executed.



Donna Mosinski  
Notary Public in and for the State of Iowa

Consent and Subordination of Mortgage Holder

By: \_\_\_\_\_  
Authorized Signature

Its: \_\_\_\_\_

STATE OF IOWA )  
) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_ to me personally known, who being by me duly sworn, did say that he/she is the \_\_\_\_\_ of the corporation executed the within and foregoing instrument, that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation and by authority of its Board of Directors; and that \_\_\_\_\_, as \_\_\_\_\_, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him/her voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

**ACCEPTANCE BY CITY**

STATE OF IOWA                    )  
  ) ss:  
COUNTY OF STORY                )

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

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

### ACCEPTANCE BY CITY

STATE OF IOWA                    )  
  ) ss:  
COUNTY OF STORY            )

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

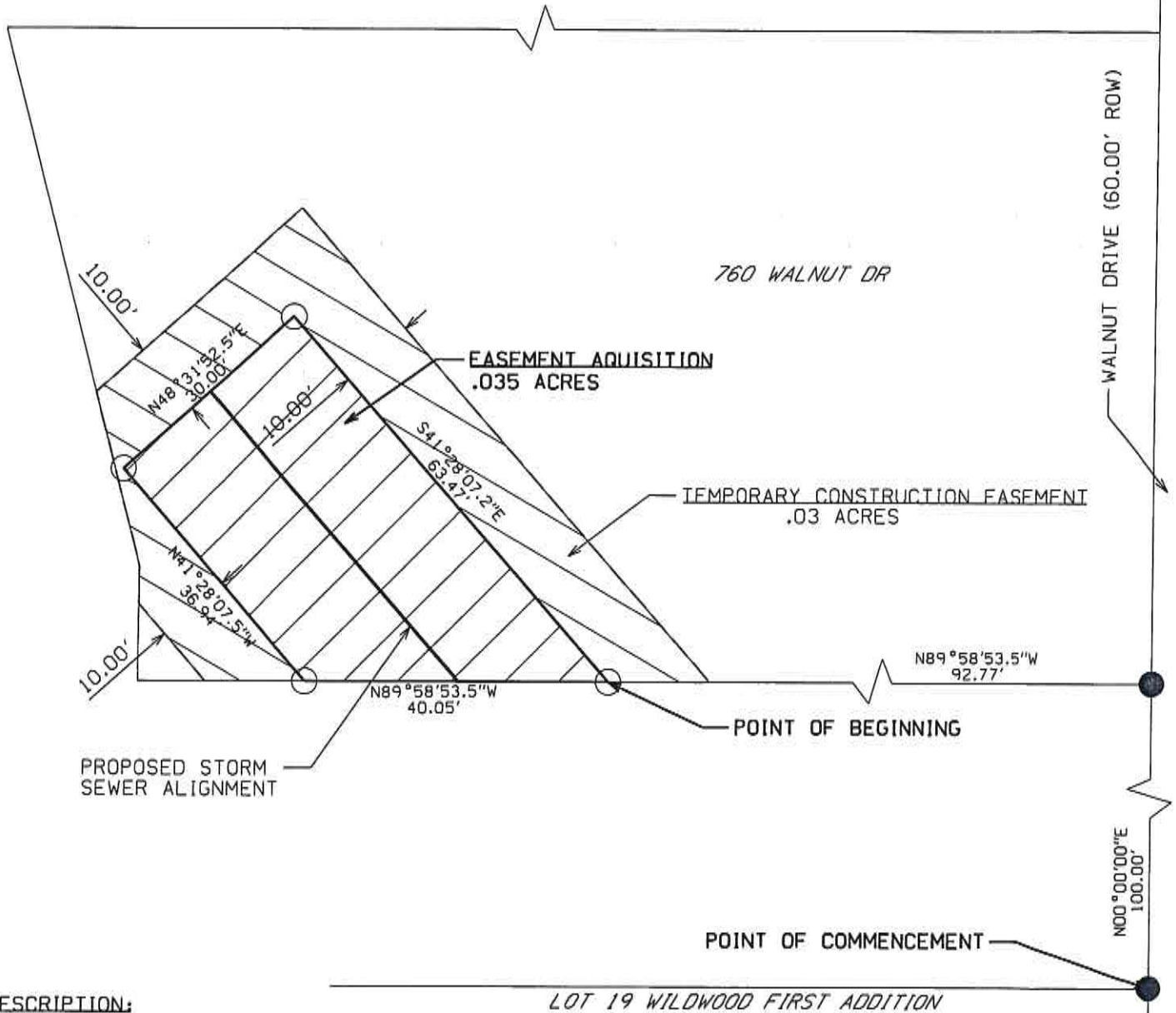
Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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



# EXHIBIT A

## PLAT OF EASEMENT ACQUISITION



### DESCRIPTION:

A PERMANENT EASEMENT LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18 IN TOWNSHIP 83 RANGE 23 WEST OF THE 5TH P.M., CITY OF NEVADA, STORY COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 19, WILDWOOD FIRST ADDITION TO NEVADA, IOWA; THENCE N00°00'00"W 100' TO IRON MONUMENT; THENCE N89°58'53.5"W 92.77' TO THE POINT OF BEGINNING; THENCE N89°58' 53.5" 40.05'; THENCE N41°28'07.5"W 36.94'; THENCE N48°31'52.5"E 30.00'; THENCE S41°28'07.2"E 63.47' BACK TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS .035 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

### NOTE:

ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS



HRGreen.com

STORM SEWER IMPROVEMENTS  
SHAGBARK DR AND WALNUT DR  
CITY OF NEVADA, IOWA 2020



SHEET NO.

A P.86

## Kerin Wright

---

**From:** Erin Clanton <Erin.Clanton@brickgentrylaw.com>  
**Sent:** Tuesday, February 18, 2020 9:58 AM  
**To:** Stevens, Larry  
**Cc:** Shawn Cole; Manternach, Holly; Kerin Wright  
**Subject:** Re: Storm Sewer Easements (Walnut) - Morrical

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

Larry-  
I have reviewed and the easements look good to me. Thanks!

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

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

On Feb 17, 2020, at 2:15 PM, Stevens, Larry <[lstevens@hrgreen.com](mailto:lstevens@hrgreen.com)> wrote:

Erin and Shawn,  
We have prepared permanent and temporary construction easements and exhibits for the Walnut/Shagbark storm sewer extension. Please review and let me know if any changes are necessary. Otherwise, Shawn, please get the property owners' signatures.

Once the owners have signed, the permanent easements will need Council approval.

Thanks,  
Larry

**Larry J. Stevens, PE, PWLF**  
Municipal Services Manager – Governmental Services  
HR Green® | Building Communities. Improving Lives.

<image002.jpg>5525 Merle Hay Road | Suite 200 | Johnston, IA 50131-1448  
Main 515.278.2913 | Fax 515.278.1846 | Direct 515.657.5273 | Cell 641.660.0369  
[HRGREEN.COM](http://HRGREEN.COM)

## COUNCIL ACTION FORM

### **AGENDA ITEM: Recommendation for a new fire hydrant specifications from a threaded master steamer to a Storz connection**

#### **HISTORY:**

Nevada has several hundred fire hydrants in our community. Most of the hydrants have traditional National Standard Thread (NST) on the front-facing larger master steamer and two side discharges. In the past, fire hydrants supplied much less water than current day. A fire department would simply connect a female end of a hose to the male discharge 2-1/2 opening. With the invention of large diameter hose (often referred to as LDH), fire departments have evolved to use the larger master steamer on the front of the hydrant to obtain more water needed to fight today's fires.

Modern fires develop quicker, burn hotter, and become more unpredictable due to the infiltration of foam and plastic products into our everyday lives. Traditional threaded couplings require the fire department to add a universal adaptor and then connect a 4-inch Storz LDH (hose) in order to supply water to a fire engine. This process is time consuming and delays water being released from a hydrant. Delays in applying water to a developing fire can have catastrophic results, increase fire damage, and delays crews while they are connecting a fire hydrant vs. fighting the fire. NFD currently carries three different sized adaptors for Ames, other communities, and Nevada hydrants. Having unisex Storz fittings will eliminate errors when inadvertently grabbing an incorrect adapter.

While performing cap checks and painting hydrants four years ago, NFD staff found several hydrants where the caps were rusted in the threads. The water department needed to use big wrenches and hammers to remove the caps for normal fire department use. Storz caps are made of aluminum or non-rusting metals. The connection releases when the levers are depressed and turned a quarter turn. NST threads are recommended to be lubricated with graphite or climate specific greases on an annual basis. This saves resources and time because there is little to no maintenance required on Storz fittings.

NFD has researched Storz connection hydrants currently in place in other cities like Bondurant, Johnston, Altoona. Fire officials in those cities report reduced time and stress connecting the fire hydrant while eliminating the guess work of coupling adaptor size issues.

NFD recommends all new fire hydrants installed after passage of the resolution have the master steamer equipped with a 4-inch fire department Storz fitting and protective cap. This may add an additional cost of \$340 per hydrant installed during developments.



However, that cost is somewhat insignificant when you consider the time invested in maintaining threaded hydrants, the reduction in connection errors, and the limited spacing of fire hydrants.

Additional information and facts about Storz connections is provided with this action form.

**OPTIONS:**

1. Adopt attached Resolution No. 034 (2019/2020), changing all new fire hydrant installations be equipped with a Storz connection.
2. Do not approve the change to current hydrant specifications.
3. Reject the action and have staff seek other options.

**STAFF'S RECOMMENDED ACTION:**

Guidance from the Director of Fire & EMS indicates this proposal would provide improvements to fire ground operations and potentially reduce the damage during a home or business fire in Nevada. Therefore as the Public Safety Director and Interim City Administer, I recommend the Council approves Option #1.

**RESOLUTION NO. 034 (2019/2020)**

**RESOLUTION ADOPTING THE STATEWIDE URBAN DESIGN AND SPECIFICATION  
(SUDAS) AS THE STANDARDS FOR PUBLIC IMPROVEMENTS WITHIN THE CITY  
OF NEVADA, IOWA**

WHEREAS, the City of Nevada has by reference used the Statewide Urban Design and Specification (SUDAS) as the standard for all public improvements completed within the City since 2002, and

WHEREAS, the City of Nevada has been an active member of the Central Iowa Committee that prepared and implemented said SUDAS specifications, and

WHEREAS, it is in the best interest of the City of Nevada to formally designate the Statewide Urban Design and Specification (SUDAS) as the standard for public improvements completed within the city.

NOW THEREFORE BE IT RESOLVED, that the Statewide Design and Specification, current version as prepared by the Center for Transportation Research and Education (CTRE), a center of Iowa State University, Ames, Iowa is hereby adopted as the standard specification for public improvements completed within the City of Nevada, Iowa, and

BE IT FURTHER RESOLVED, that the attached Special Provisions designating special provisions to SUDAS shall be further adopted as the addendum to the standards as for materials allowed for public utilities within the City.

BE IT FURTHER RESOLVED, that updates to SUDAS are completed periodically and once issued to the City shall be the standard for all improvements commencing after the date of issuance.

The City Council of the City of Nevada, Iowa does hereby adopt the Statewide Urban Design and Specification (SUDAS) as the standard specification and design manual for public improvements within the City, and further adopts the attached special provision as the approved material specification for said same public improvements.

Passed and approved this 24<sup>th</sup> day of February, 2020

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

ATTEST:

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

Moved by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. 034 (2019/2020) be adopted.

AYES:           —  
NAYS:           —  
ABSENT:       —

The Mayor declared Resolution No. 034 (2019/2020) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 034 (2019/2020) at the regular Council Meeting of the City of Nevada, Iowa, held on the 24<sup>th</sup> day of February, 2020.

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Kerin Wright, City Clerk

W:\Office\Council\Resolutions\2019-2020\034-SUDAS, Revised 2020.doc



**CITY OF NEVADA  
STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS  
SPECIAL PROVISIONS  
FEBRUARY 24, 2020**

The City Council of Nevada, Iowa adopts, by reference, the following minimum standards for public improvements constructed within the City's jurisdictional area.

The Iowa Statewide Urban Design and Specifications – current edition (SUDAS) manuals shall be the adopted City Standard for Public Improvements. SUDAS shall be the minimum standard, due to unusual or extenuating circumstances; the City of Nevada may require that projects conform to additional standards or to greater than minimum standards.

The following amendments to SUDAS apply to any public improvement designed or constructed within the City of Nevada's jurisdiction. Provisions of SUDAS not modified below shall remain in effect.

**A. STORM WATER**

**1. Storm Sewer Pipe Material**

Reinforced Concrete Pipe (RCP) within right-of-way; RCP or corrugated PVC (A2000) outside right-of-way, where no other utilities exist or where the pipe trench will not be disturbed. Use of other pipe material within public right of way only permitted with prior approval of city engineer.

**2. Subdrain Materials**

PVC SDR 35 or corrugated PVC (A2000), 4-inch minimum size.

**3. Footing Drains**

PVC Schedule 80 or PVC SDR35, size 1 ½ inch.

**4. Intake Grates**

Figure 6030.13, Type Q; Figure 6030.14 Type R; Figure 6030.15 Type 3–Beehive or Type 4-Flat.

**5. Culvert Pipe Materials**

Reinforced concrete pipe required unless prior approval received from Jurisdictional Engineer.

**6. Storm Water Detention Requirements**

Detention 100-year storm (developed). Release rate 5-year storm (undeveloped).

B. SANITARY SEWER MATERIALS

1. Sanitary Sewer Pipe Materials
  - a. Gravity Sewers  
8"-15" PVC (SDR 23.5, 26, 35), PVC (Truss).  
18"-36" PVC Truss, Lined Reinforced Concrete Pipe,  
Ductile Iron Pipe.
  - b. Force Main  
4"-24" PVC (C900/C905)  
4"-65" Ductile Iron Pipe
2. Sanitary Sewer Service Materials  
PVC (SDR 23.5) or Ductile Iron Pipe (DIP)
3. All Sanitary Sewer Main and Service Repairs shall be made with Banded Rubber Couplings.

C. WATER MAIN MATERIAL

1. PVC (C900/C905) or DIP (Class 52).
2. Water Service Line  
Compression or flared fittings will be permitted.  
Service Line materials, 1-inch minimum.  
Verify with building official material allowed for service lines.
3. Fire Hydrant Types Allowed, **all shall be equipped with a Storz connection**
  - a. Clow, Model: 2500
  - b. Mueller Model: Centurion
  - c. Waterous, Model: WB-67-250

D. MINIMUM STREET STANDARDS

1. All minimum provision of SUDAS Urban Design and Specifications shall apply.
2. All new construction shall be Portland Cement Concrete pavement.
3. Local Street width of 26 Foot back to back of curb only allowed with prior approval of City.
4. All temporary dead-end streets shall have a temporary asphalt turn around constructed with radius of at least 45 feet.

## **A Guide to Storz Connections and Storz Fire Department Connections**



### **Storz connections enable firefighters to connect to standpipe and sprinkler systems faster**

Every second spent connecting a fire hose to a building's sprinkler or standpipe system can allow a fire to increase in size. While smaller, threaded fittings have long been the standard in the fire protection industry, [the Storz](#)



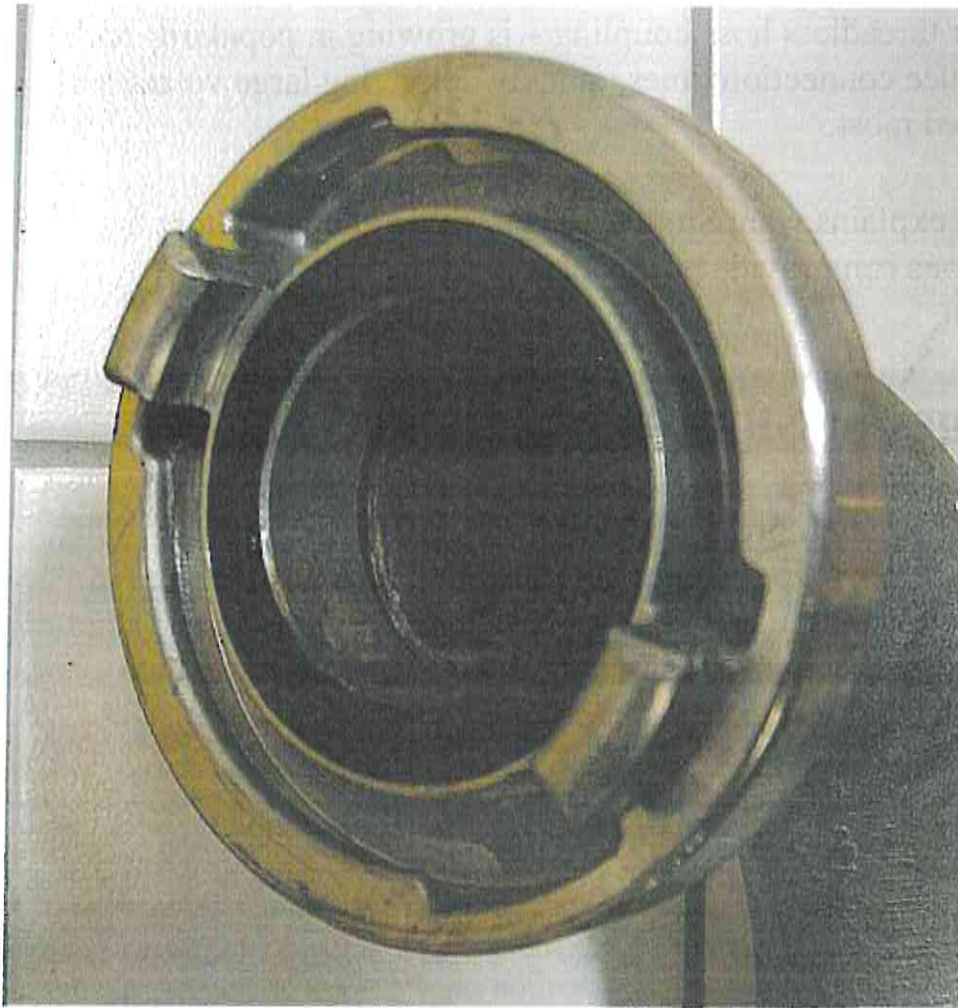
**connection** – a larger threadless hose coupling – is growing in popularity and can significantly reduce connection times, quickly delivering large volumes of water when it's needed most.

In this article, QRFS explains what Storz connections do and how Storz fire department connections can provide powerful protection to low-rise, high volume buildings.

## **The advantages of Storz connections**

A Storz connection – found on fire department connection inlets, fire hydrants, and fire hose – is a type of hose coupling. While most fire hoses in the United States feature couplings with National Standard Thread (NST) that screws together, Storz connections are often used with large diameter hose and offer certain benefits over traditional couplings.





A Storz connection on a metal elbow. Source: [Wikipedia](#)

Storz fittings connect quickly. While threaded swivels and hose couplings require several turns to fully connect, Storz connections are simply pressed together and secured with a quarter-turn. Cities like Burnsville, Minnesota have undertaken six-figure efforts to replace their fire hydrants' thread connections with Storz couplings largely because this quick-connect feature reduces the amount of time firefighters spend connecting hose fittings.

Storz connections are known as universal, sexless, or genderless fittings. Couplings or swivels with NST threads (or nearly any of the [other unique fire hose thread standards now in use](#)) are gendered: each fitting has either male or female threads. Male-threaded fittings connect only to female-threaded fittings and vice versa. Gendered fittings can slow firefighting operations. If a firefighter lays the male-threaded end of a fire hose at a male-threaded

hydrant, the hose will need to be laid again or specialized adapters must be used.



A 5-inch straight Storz connection. The same hooks and slots would be found on the couplings of large diameter fire hose used to supply water to this fitting.

Storz connections, however, don't have this problem. Each fitting features hooks and slots designed to connect any other Storz coupling of the same size. In short, Storz connections make connecting hose simple.

## **Storz fire department connections help firefighters quickly supply needed water to fire sprinkler and standpipe systems in low-rise, high-volume buildings**

A fire department connection, or FDC, allows firefighters to connect their hoses to a fire sprinkler or standpipe system. This is essential in some cases:



The only source of water to fight fires via a building's standpipe is supplied by the fire department through the FDC in manual-dry standpipe systems.

In contrast, FDCs aren't intended to meet the entire demand of a fire sprinkler system. Instead, they **supplement** existing water supplies. When natural disasters or piping failures strike – or when a fire sprinkler or standpipe's water supply has been exhausted or can't keep up with demand – supplemental water pumped through the FDC picks up the slack.

In situations where a fire sprinkler or standpipe system needs a lot of water, fast, large diameter hose with Storz connections performs exceptionally well. Storz FDCs with 4-inch or 5-inch couplings use large-diameter hose (LDH) to **maximize** the volume delivered through a single opening. Volumes like this are important in sprawling buildings with high concentrations of flammable or hazardous materials, such as warehouses, manufacturing spaces, and other industrial buildings where a fire is likely to spread quickly.





**RESOLUTION NO. 035 (2019/2020)**

**A RESOLUTION TO AMEND FISCAL YEAR 2019/2020 AND  
FISCAL YEAR 2020/2021 SALARY RANGES**

WHEREAS, the City Council desires to amend the Salary Ranges for Non-Management adopted by Resolution No. 054 (2017-2018) on April 9, 2018 for the Fiscal Years 2018/2019, 2019/2020 and 2020/2021 to add the Development and Communication Specialist position; and

WHEREAS, the Interim City Administrator is recommending the attached change; and

WHEREAS, it is in the best interest of the City that the recommendation and the attached schedule of Salary Ranges be adopted and implemented going forward.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Nevada, Story County, Iowa, that the Salary Ranges for the Non-Management personnel for FY 2019/2020 and FY 2020/2021 is hereby amended by adding the position of Development and Communication Specialist position as shown in Exhibit "A" for the Fiscal Year 2019/2020 and 2020/2021.

Passed and approved this 24<sup>th</sup> day of February, 2020.

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

ATTEST:

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

Moved by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. 035 (2019/2020) be adopted.

AYES:            —  
NAYS:           —  
ABSENT:         —

The Mayor declared Resolution No. 035 (2019/2020) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 035 (2019/2020) at the regular Council Meeting of the City of Nevada, Iowa, held on the 24<sup>th</sup> day of February, 2020.

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



**Exhibit "A"**

Approved by the Nevada City Council on April 9, 2018 by Resolution No. 053 (17/18)

**Salary Ranges**

**Non-Union/Non-Management**

**Fiscal Year 2018/2019**

**July, 2018**

	Rate of Pay	Rate of Pay	Rate of Pay	Rate of Pay	Rate of Pay	
<b>2.50%</b>	<b>85%</b>	<b>88%</b>	<b>91%</b>	<b>94%</b>	<b>97%</b>	<b>Base</b>
<b>Classification</b>	<b>Start</b>	<b>1 year</b>	<b>2 years</b>	<b>3 years</b>	<b>4 years</b>	<b>5 years</b>
Zoning Officer	22.17	22.95	23.73	24.51	25.29	26.08
System Operator	20.98	21.72	22.46	23.20	23.94	24.68
Staff Accountant	20.31	21.02	21.74	22.46	23.17	23.89
Office Asst II, Police Clerk II and P&R Program Asst	18.33	18.98	19.63	20.28	20.92	21.57
Youth Librarian/Assoc Librarian II	17.99	18.63	19.26	19.90	20.53	21.17
Assoc Librarian I	16.20	16.77	17.34	17.91	18.49	19.06
Police Clerk/Office Assistant/Comm Service Officer/Secretary	15.40	15.94	16.48	17.03	17.57	18.11
Library Clerk	15.10	15.63	16.17	16.70	17.23	17.77
PT Office Assistant	13.06	13.52	13.98	14.44	14.90	15.36

**Salary Ranges**

**Non-Union/Non-Management**

**Fiscal Year 2019/2020**

**July, 2019**

	Rate of Pay	Rate of Pay	Rate of Pay	Rate of Pay	Rate of Pay	
<b>2.50%</b>	<b>85%</b>	<b>88%</b>	<b>91%</b>	<b>94%</b>	<b>97%</b>	<b>Base</b>
<b>Classification</b>	<b>Start</b>	<b>1 year</b>	<b>2 years</b>	<b>3 years</b>	<b>4 years</b>	<b>5 years</b>
Zoning Officer	22.72	23.52	24.32	25.12	25.93	26.73
System Operator	21.50	22.26	23.02	23.78	24.54	25.30
Staff Accountant	20.82	21.55	22.28	23.02	23.75	24.49
Development & Communications Specialist	19.34	20.11	20.71	21.39	22.07	22.76
Office Asst II, Police Clerk II and P&R Program Asst	18.79	19.46	20.12	20.78	21.45	22.11
Youth Librarian/Assoc Librarian II	18.44	19.10	19.75	20.40	21.05	21.70
Assoc Librarian I	16.60	17.19	17.78	18.36	18.95	19.53
Police Clerk/Office Assistant/Comm Service Officer/Secretary	15.78	16.34	16.89	17.45	18.01	18.57
Library Clerk	15.48	16.02	16.57	17.12	17.66	18.21
PT Office Assistant	13.38	13.85	14.33	14.80	15.27	15.74

**Salary Ranges**

**Non-Union/Non-Management**

**Fiscal Year 2020/2021**

**July, 2020**

	Rate of Pay	Rate of Pay	Rate of Pay	Rate of Pay	Rate of Pay	
<b>2.50%</b>	<b>85%</b>	<b>88%</b>	<b>91%</b>	<b>94%</b>	<b>97%</b>	<b>Base</b>
<b>Classification</b>	<b>Start</b>	<b>1 year</b>	<b>2 years</b>	<b>3 years</b>	<b>4 years</b>	<b>5 years</b>
Zoning Officer	23.29	24.11	24.93	25.75	26.57	27.40
System Operator	22.04	22.82	23.59	24.37	25.15	25.93
Staff Accountant	21.34	22.09	22.84	23.59	24.35	25.10
Office Asst II, Police Clerk II and P&R Program Asst	19.26	19.94	20.62	21.30	21.98	22.66
Youth Librarian/Assoc Librarian II	18.91	19.57	20.24	20.91	21.57	22.24
Assoc Librarian I	17.02	17.62	18.22	18.82	19.42	20.02
Police Clerk/Office Assistant/Comm Service Officer/Secretary	16.18	16.75	17.32	17.89	18.46	19.03
Library Clerk	15.87	16.43	16.99	17.55	18.11	18.67
PT Office Assistant	13.72	14.20	14.69	15.17	15.65	16.14



**POSITION:** Development and Communications Specialist

**FLSA CLASSIFICATION:** Non-Exempt

**BARGAINING UNIT:** Not Included

**FACILITY AND WORK AREA:** City of Nevada Administrative Offices and other locations generally within the City of Nevada.

### **JOB SUMMARY**

Under administrative direction of the City Administrator, leads and performs responsible, professional and technical communications and development work as required. Serves as communications manager for the City's activities and marketing for all media formats and provides advice and direction to City departments. Develops and manages a communications strategy that provides relevant information on the community, delivers a consistent message on the city organization, and projects a positive public image. Works to see residents and businesses have multiple options to be informed and engaged on city services and community issues. Assist administrative staff with public inquiries and information requests. Assists staff with projects, such as grant applications and capital campaigns. Performs related work as required.

### **JOB FUNCTIONS**

#### Examples of Essential Job Functions

1. Coordinates the City's public relations functions; prepares news releases and media alerts; designs brochures and public information pieces on a wide range of issues affecting the City and its residents; manages the City's newsletter and authors articles.
2. Develops and maintains effective working relationships with media contacts; assists with public information requests in coordination with the City Clerk and Department Heads.
3. Responsible for creating, supervising, and maintaining the vision of the City website. Coordinates with all departments that provide routine information updates to the website and other communication formats.
4. Works with each department in the City to develop unified marketing and communications plans to ensure all forms of communication are coordinated, timely, and accurate.

5. Manages and directs the use of social media tools to communicate City information, and leads the development of policies regulating the use of such tools.
6. Stays current with changing technological capabilities and recommends options to provide better information to the public.
7. Prepares materials for and assists in the presentation of matters to the City Council.
8. Plans special events and represents the City at various meetings with the public, community organizations and other governmental agencies.
9. Assists administrative staff with responses to public inquiries or information requests. Gathers information and provides appropriate response on behalf of the City.
10. Oversee development efforts, grant applications, and capital campaigns.

#### Other Job Duties

1. Assists other departments as necessary.
2. Provides forms, and copies of various maps and documents.
3. Attends workshops and seminars, to further develop knowledge, skills, and abilities in order to maintain, enhance, or achieve certification in certain areas of expertise.
4. Coordinates activities with the City's attorney and other City departments as they relate to compliance with requirements of the city, state, and federal regulations.
5. Performs other duties or assumes other responsibilities as apparent or assigned.

#### **PHYSICAL AND ENVIRONMENTAL CHARACTERISTICS**

Required Physical Activities: Climbing, Stooping, Kneeling, Crouching, Reaching, Walking, Pushing, Pulling, Lifting, Sitting, Grasping, Hearing, Talking, Repetitive Motions.

Physical Characteristics of the Job: Light work requiring exertion of up to 25 pounds of force occasionally and exertion of up to 10 pounds of force frequently.

Environmental Conditions: The work performed primarily is in an office environment. The work may expose the employee to visual strain, unpleasant social situations, irregular work hours, and significant work pace pressure. Occasional outside work is required which includes seasonal exposure to cold and heat. When working outside, the employee may be exposed to darkness/poor lighting, dirt/dust, fumes/odors, isolation, noise, vibration, wetness/humidity, working on uneven ground, and mechanical hazards.

Visual Requirements: Corrected clarity of vision to 20/20 in at least one eye.

### **EQUIPMENT AND MATERIALS USED**

Network and personal computer, computer printer, various computer software, general equipment, typewriter, calculator, dictionary, personnel policy manual, typewriter, photocopier, telephone, fax machine, City of Nevada Code of Ordinances and Code of Iowa.

### **EMPLOYMENT STANDARDS**

#### Required Knowledge, Skills, and Abilities

- ❖ Strong writing skills to edit and author public correspondence, news releases, presentations, and newsletters.
- ❖ Excellent interpersonal and public presentation skills are necessary. Ability to establish and maintain an effective working relationship with the City Administrator, City Council, Mayor, boards, agencies, departments, coworkers, press and the general public.
- ❖ Knowledge of the principles and methods of public and business administration, communications, marketing, and economic development.
- ❖ Ability to develop policies, plans and procedures for assigned topics.
- ❖ Ability to independently comprehend and implement City policies and procedures while being responsible for assigned projects in the Department.
- ❖ Ability to operate a personal computer using various software programs for word processing, websites and social media.



### Education, Training, and Experience

#### Required Education:

High School graduate or equivalency, experience with media relationship, including print and social media.

#### Preferred Education:

Graduation from a four-year accredited college or university with major course work in Business, Communications, Marketing, Public Administration or related field.

#### Required Training:

At least three years experience in communication, economic development, community planning or related experience. Experience with managing social media, websites, newsletter creation, and demonstrated ability to provide targeted messaging and presentations preferred.

### Required Special Qualifications

1. Shall possess or be able to obtain a valid driver's license and have a good driving record for the past three years.
2. Shall generally be available for off-hour emergencies and/or work assignments.

The City of Nevada retains the authority to change the job duties included in this job description at any time. The list of duties is not exhaustive and various requirements are subject to possible modification as a reasonable accommodation for a qualified individual.

## COUNCIL ACTION FORM

### **AGENDA ITEM: Approve Farm Agreement on 53 Acre Row Crop Farm – Moser Agreement**

**HISTORY:** In April of 2014 the City of Nevada entered into a three-year Custom Harvesting Agreement with Steve Moser to harvest the alfalfa/hay on the 53 acres of tillable property located just west and north of Van Wall Equipment. Another three-year agreement was approved in 2017. Moser has been harvesting the alfalfa/hay from the property and splitting the proceeds with the city on a 50/50 basis. The contract is set to expire in March of 2020.

In the Summer of 2019, the area was fertilized with the cost being split 50/50 between Moser and the City. Steve Moser has expressed his desire to extend the contract to continue to harvest the alfalfa/hay from the property

In review of the Term and Termination portion of the contract, the City of Nevada has the right to terminate the agreement without penalty at any time, and for any reason, upon thirty (30) days written notice to Moser. With this type of clause, I would recommend to revise the contract with no expiration and continue to partner with Moser to maintain this property. I would also recommend paying for half of the fertilizer when needed to increase the yields in the alfalfa/hay.

#### **OPTIONS:**

1. Approve a new non-expiring Custom Harvesting Agreement with Steve Moser for the harvesting of alfalfa/hay on the 53 acres of City owned property off of Airport Road. Additionally, agree to pay for half of the fertilizer cost when necessary to increase crop production.
2. Approve a three-year Custom Harvesting Agreement with Steve Moser for the harvesting of alfalfa/hay on the 53 acres of City owned property off of Airport Road.
3. Terminate the Custom Harvesting Agreement with Moser and City of Nevada staff maintains the property.

#### **STAFF RECOMMENDATION:**

Therefore, it is the recommendation of the Interim City Administrator that Council approves Option #1, Approve a new non-expiring Custom Harvesting Agreement with Steve Moser for the harvesting of alfalfa/hay on the 53 acres of City owned property off of Airport Road. Additionally, agree to pay for half of the fertilizer cost when necessary to increase crop production.

## CUSTOM HARVESTING AGREEMENT

This Agreement is made this 13th day of March 2017, by and between the City of Nevada (the "City"), and Steve Moser ("Moser").

WHEREAS, the City of Nevada, Iowa, is the owner of a certain parcel of agricultural real estate containing approximately 53 acres, legally described as part of:

Parcel "G" of the West 100.00 acres of that part of the Southwest Quarter (SW 1/4) of Section Twelve (12), Township Eighty-three (83) North, Range Twenty-three (23) West of the 5th P.M., in the City of Nevada, Story County, Iowa, lying North of U.S. Highway #30 as shown in Plat of Survey recorded on November 21, 2008, in the office of the Story County, Iowa Recorder on Slide 342, Page 4 and recorded as Instrument Number 08-12399; subject to a non-exclusive easement for ingress and egress over the south 66 feet of Parcel "G," located adjacent to and running adjacent with the northerly right-of-way line of U.S. Highway 30, containing 2.7 acres, more or less, as more particularly described in Instrument Number 2009-0000 5231 filed with the Story County Recorder on May 12, 2009, the total parcel containing 95.78 acres, more or less, after deducting the easement area above described; and also deducting the acres sold to Van Wall Inc. (the "Property");

WHEREAS, Steve Moser wishes to farm the Property, and harvest and market alfalfa from the Property;

NOW, THEREFORE, the parties agree as follows:

1. Farming the Property. Moser hereby agrees to prepare the Property for seeding, seed the Property with alfalfa (the cost of which shall be paid by the City), and roll the seeded Property as necessary. The following rules shall apply to the farming of the Property:
  - a. No fertilizer shall be applied to the Property, unless Moser receives prior written approval from the City.
  - b. Any costs to spray the Property for insects shall be split 50%-50% between the City and Moser.
  - c. Any costs to spray the Property for weeds shall be the City's expense.
2. Harvesting the Property. Moser shall bale, transport, and market the hay grown on the Property in the summer and fall months. Marketing of the hay shall be fulfilled as set forth in Moser's response to the City's RFP, or as otherwise agreed in writing by the parties.
3. Gross Receipts. The City shall receive one-half of the gross receipts of any alfalfa sales, which amount shall be paid to the City within fourteen (14) days of receipt. The remaining one-half of gross receipts shall be retained by Moser. The City



provides no guarantee as to the market demand for the sale of alfalfa, nor the expected receipts Moser shall receive thereon.

4. Expenses. No expense shall be incurred by Moser for or on account of the City without first obtaining written permission from the City. Moser agrees to take no actions that might cause a mechanic's or other lien to be imposed upon the Property and agrees to indemnify the City if actions are taken by Moser that result in such a lien being imposed.

5. Expectations and Agreements. The expectation of both Moser and the City is that alfalfa acres will be reduced over time as the City land is developed. There is no farm lease, and no rights or responsibility to alter this agreement or legal description as the use changes. Steve Moser has voluntarily agreed that all property hazards have been adequately described by the City of Nevada.

6. Term and Termination. The term of this Agreement shall be for a period of three (3) years. The City may terminate this Agreement without penalty at any time, and for any reason, upon thirty (30) days written notice to Moser.

7. Right to Enter. The City reserves the right to enter onto the Property for any reason.


IN WITNESS THEREOF, we affix our signatures this 15<sup>th</sup> day of March, 2017.

**OWNER**



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

**CUSTOM HARVESTOR**



Steve Moser  
23767 - 667<sup>th</sup> Ave.  
Nevada, IA 50201

# AIRPORT ROAD PLAT 6 PRELIMINARY PLAT

## PROPERTY DESCRIPTION:

PARCEL 6 AS SHOWN IN SLOC 342 PAGE 4, INSTRUMENT No. 09-12309 IN THE OFFICE OF THE STORY COUNTY RECORDER, SAID TRACT OF LAND BEING SUBJECT TO AND TOGETHER WITH ANY AND ALL EXEMPTIONS OF RECORD, AND TRACT OF LAND CONTAINS 24.40 ACRES.

PROPRIETOR:  
CITY OF NEVADA, IDVA  
1209 6TH STREET  
NEVADA 30201-1536



1" = 100'  
EVS SCALE

LOT 3  
2,230,350 SF  
51.20 ACRES

7.46  
ACRES

LOT 2  
659,101 SF  
15.72 ACRES

LOT 1  
1,095,485 SF  
25.41 ACRES

- LEGEND:
- ① CENTER POINT ONLY
  - ② CORNER POINT ONLY
  - ③ CORNER POINT ONLY
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## NOTES:

THIS PLAT HAS AN ERROR OF CLOSURE OF LESS THAN 1.0 FEET IN 10,000 FEET. THIS LOT LIES WITHIN THE PLAT HAS AN ERROR OF CLOSURE OF LESS THAN 1.0 FEET IN 10,000 FEET.

ALL CORNERS HAVE BEEN FOUND AS NOTED OR ARE PLACED WITH A 3/4 INCH DIAMETER PIN. ALL CORNERS PLACED HAVE A GRANGE PLACED IN THE CENTER OF THE PIN.

## AREAS IN 1/4-1/4:

SECTION 13 T4S R23E  
LOT 1  
1.095,485 SF  
25.41 ACRES  
LOT 2  
659,101 SF  
15.72 ACRES  
LOT 3  
2,230,350 SF  
51.20 ACRES

## REMARKS:

SECTION 13 T4S R23E  
LOT 1  
1.095,485 SF  
25.41 ACRES  
LOT 2  
659,101 SF  
15.72 ACRES  
LOT 3  
2,230,350 SF  
51.20 ACRES

**Bishop Engineering**  
"Planning Your Successful Development"

3501 104th Street  
Des Moines, Iowa 50315-3318  
Phone: (515) 281-1111  
Fax: (515) 281-1112

**PRELIMINARY**



AIRPORT ROAD PLAT 6  
PRELIMINARY PLAT

**Interim City Administrator's Report  
as of February 20<sup>th</sup>, 2020**

**Yard Waste Committee Meeting:** The committee met on Monday, February 10<sup>th</sup>, before the regular City Council Meeting to discuss how to implement a program. This included Jeremy Rydl, Mike Neal, and Council members Dane Nealson and Luke Spence. Luke provided information a variety of like programs in other communities. Discussion focused on location, fencing, cameras, and other incidentals. A follow up meeting will take place, date to be determined.

**Fiber Conduit Exploration:** Mayor Barker expressed an interest in discussions concerning fiber conduit for the City of Nevada. On Tuesday, February 11<sup>th</sup>, a meeting took place which included John Hall, Shawn Cole, Kerin Wright, and Steve Frey from Strafford Telecom. Follow up meetings to explore other options will take place in the future.

**RIF Discussion:** On Tuesday, February 11<sup>th</sup>, a meeting was held to discuss the previous RIF from 2012 and possible incentives for the downtown business district. This is aimed toward businesses in the downtown area which are not included in the Main Street Project. The previous RIF program is not feasible with changes in the law. A meeting will be set with the Development Committee to discuss this.

**911 Budget Workshop:** On Wednesday, February 12<sup>th</sup>, at 6:30pm, a meeting with the 911 Board took place to discuss the FY2020-2021 budget. The group consists of police, fire, and EMS services in Story County. There was considerable discussion concerning the subscriber fees (formerly known as tower fees) and the percentage the 911 Board will be paying, which was determined to be 50%.

**Sponsored Projects:** On Friday, February 14<sup>th</sup>, at about 9:00am, a meeting was held at the Street Department; present were Jeremy Rydl, Tim Hanson, Mike Neal, Shawn Ludwig, and me. Discussion focused on projects which may qualify for a Sponsored Project. After some conversations Department Heads agree stabilizing the bank behind the cemetery and removing trees and obstructions along Indian Creek is the priority.

**City Department Head Meeting:** On Monday, February 18<sup>th</sup>, at 9:00am, staffing meeting took place. Everyone was reminded of the Field House Open House this Wednesday. A reminder to department heads of the Waste Water Treatment Facility meeting in Johnston, Iowa, on Wednesday, February 26<sup>th</sup>.

Shawn Cole spoke on the conversations regarding fiber conduit, what has taken place and upcoming meetings. This included meeting with Steve Frey from Strafford Telecom, and an upcoming meeting with the Colo Telecom and MicroNet.

The current clothing allowance policy for all city employees was explored; more discussion to take place.

**Meeting with Chad Randick:** On Tuesday, February 18<sup>th</sup>, at about 4:00pm I met with the President of Burke. We discussed the status of the agreement and some questions concerning the valuation and possible tax ramifications. These questions are with John Danos our attorney in this matter.



**Field House Open House:** On Wednesday, February 18<sup>th</sup>, from 5:00-7:00pm, an open house took place in reference to the future Field House. The event was well attended with positive feedback.

**Informational:** An issue staff has been dealing with is the lack of communications with our attorney, John Danos. This is particularly poignant as John Danos is who we are working with in regards to the Burke Agreement and the Riesselman Land Acquisition. This has caused consternation with both parties which has in turn reflected poorly on the City of Nevada. At a meeting with the NEDC this was discussed. While the NEDC understands our frustration, it is still a reflection upon us.

This is brought to your attention in the event you receive questions concerning either of these matters. The questions concerning the Riesselman property as of the typing of this document has been resolved. The Burke Agreement is supposed to be forwarded before the end of the day today, Thursday, February 20, 2020.

One other matter is the renting of space for the NEDC in City Hall. Currently the lease agreement is being reviewed by our city attorney Erin Clanton. This concern should be resolved and settled in the near future.

---

City Hall  
1209 6th Street  
P.O. Box 530  
Nevada, IA 50201-0530  
Phone: (515) 382-5466  
Fax: 515-382-4502



**Jeremy Rydl**  
**Public Works Director**  
Street Department  
1410 8<sup>th</sup> Street  
Phone: (515) 382-4813  
Cell: 515-230-1149  
[jrydl@cityofnevadaiaowa.org](mailto:jrydl@cityofnevadaiaowa.org)

February 2020

To: City Council

From: Jeremy Rydl, Director of Public Works

- The Public Works Departments attended monthly safety meeting on Tuesday afternoon as well as being involved in the Nevada Water Resource Restoration meetings.
- The Water Department is conducting daily maintenance operations, reading meters and water sampling.
- The Waste Water Department is doing daily maintenance trying to keep the plant going until its replaced. Mike also attended the Yard Waste committee meeting and a Story County-wide Water Monitoring Program.
- Street Department is plowing snow, patching potholes, trimming trees, fixing and servicing equipment as well as working with the Yard Waste committee and Story County-wide Water Monitoring Program.

If anyone has any questions feel free to contact me.



February - 2020

To: Mayor, Brett Barker  
Nevada City Council  
Interim City Administrator, Ric Martinez

From: Tim Hansen, Director of Parks and Recreation

Re: General Information Report

- Fieldhouse Project:
  - Public Open House on Wednesday, February 19<sup>th</sup>, from 5:00 – 7:00 pm at the SCORE Pavilion.
  - Mechanical Engineer is working on all electrical, HVAC, etc. for the building.
  - Preparing information for the fundraising campaign. Foundation is getting close to starting the silent phase of the campaign.
- Reviewing equipment bids and SCORE beverage contract. This will go the Park Board on March 4<sup>th</sup> and the City Council on March 9<sup>th</sup>.
- Reviewing applications for 2020 seasonal pool staff, maintenance positions, and concession & cashier staff.
- Rhonda will be holding 2 Lifeguard Training Classes this spring for individuals interested in lifeguarding. It appears that we will have a fairly young staff this year.
- Reviewing applications for the Parks Laborer/Equipment Operator position that is open due to the retirement of Keith Tillotson. Public Safety is currently working on completing the Background Checks.
- Winter programming is going well, as well as planning/registrations for spring and summer programming.
- Nevada has been selected as the host site for the 2021 USA Softball U18 Northern Nationals Softball Tournament.
- Staff will be attending continuing education for Certified Pool and Spa Operators certification in Altoona, IA on February 24<sup>th</sup>.
- I will be out of the office the week of February 24<sup>th</sup>, and back in the office on March 2<sup>nd</sup>.
- 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).



## **Memo**

**To: City Council**

**From: Shawn Cole, Zoning Supervisor**

**CC: Ric Martinez**

**Date: 02/20/20**

**Re: General Information**

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1. Staff attended meetings discussing Downtown reconstruction
2. P&Z will hold a public hearing to review sizing for unattached accessory structures on March 2<sup>nd</sup>. P&Z will also review a proposed rezoning of a property in Indian Ridge and review the South Glenn Preliminary Plat.

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

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