



AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, APRIL 26, 2021 – 6:00 P.M.
NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6TH STREET

Notice to the Public: The Mayor and City Council welcome comments from the public during discussion on agenda items. If you wish to speak, please complete a card found on the podium near this agenda and hand it to the City Clerk before the meeting. When your name is called, please step to the podium, state your name and address for the record, and speak. The Mayor may limit each speaker to five minutes. If you wish to present written materials and/or a signed petition in addition to your oral presentation, those materials need to be delivered to the City Clerk by noon on the Wednesday prior to the meeting to be included in the Council packet. The normal process on any particular agenda item is that the motion is placed on the floor, input is received from the audience, the Council is given an opportunity to comment on the issue or respond to the audience concerns, and the vote is taken. On ordinances, there is time provided for public input when recognized by the Chair. In consideration of all, if you have a cell phone, please turn it off or put it on silent ring. The use of obscene and vulgar language, hate speech, racial slurs, slanderous comments, and any other disruptive behavior during the Council meeting will not be tolerated and the offender may be barred by the presiding officer from further comment before the Council during the meeting and/or removed from the meeting. **The Council may be meeting in the Council Chambers, however, seating is very limited to ensure social distancing, all others are encouraged to participate via Zoom, so long as that option is available, due to the COVID-19 Pandemic.**

<https://us02web.zoom.us/j/87961733099?pwd=UERoTDIiUXZHczZlQ9i9ML0ZOeEI0dz09>

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

Webinar ID: 879 6173 3099 Password: 287321

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

Please call City Hall at 515-382-5466 or email kwright@cityofnevadaiaowa.org by 4:00 p.m. Monday, April 26, 2021

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. PUBLIC HEARING(S)
 - A. Sale of Property, Gates Hall
 1. Public Hearing
 2. Resolution No. 098 (2020/2021): A Resolution to Dispose of Real Property, Gates Hall
 - B. ITC Electric Transmission Franchise
 1. Public Hearing
 2. Ordinance No. 1017 (2020/2021): An Ordinance Amending the City Code of Nevada, Iowa by Adding Chapter 114, Electric Transmission Franchise with ITC Midwest LLC

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 April 12, 2021
- B. Approve Payment of Cash Disbursements, including Check Numbers 75524-75604 and Electronic Numbers 926-932 (Inclusive) Totaling \$520,057.86 (See attached list)
- C. Approve Renewal Class "C" Liquor License, Class "B" Native Wine, Sunday Sales and Catering Privilege Permit, Farmhouse Catering LC, d/b/a Gatherings, 1024 6th Street, Effective April 25, 2021
- D. Schedule Public Hearing for Fiscal Year 2020/2021 Budget Amendment, #2, for May 24, 2021 and Authorize Publication

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. Proclamation for 2021 Economic Development Week, May 9 – May 15, 2021

7. OLD BUSINESS

- A. Approve Pay Request No. 4 for the Wastewater Treatment Facility, Phase 1, from Wenthold Excavating LLC in the amount of \$173,867.34
- B. Resolution No. 99 (2020/2021): A Resolution modifying the Emergency Response to COVID 19 Pandemic

8. NEW BUSINESS

- A. Approve Neighborhood Improvement Incentive Program, 404 I Avenue, Cary & Sheri Martin
- B. Resolution No. 100 (2020/2021): A Resolution setting Requirements for the Sale of Certain Property located within the Amended and Restated Urban Renewal Area; (2) Determining that the Proposal submitted by a Potential Purchaser satisfies the Requirements and Declaring the Intent of the City to Accept the Proposal Proposed, in the Event that No Competing Proposals are Submitted; And (3) Soliciting Competing Proposals.

9. Nuisance Hearing for 536 4th Street

- 1. Action on Council Findings regarding Nuisance

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

11. ADJOURN

The agenda was posted on the official bulletin board on April 22, 2021, in compliance with the requirements of the open meetings law.

Posted _____

E-Mailed _____

W:\OFFICE\COUNCIL\AGENDAS-COUNCIL\2020-2021\2021-04-26.DOC



AGENDA MEMO
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, APRIL 26, 2021 – 6:00 P.M.
NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6TH STREET

1. PUBLIC HEARING(S)
 - A. Sale of Property, Gates Hall
 1. Public Hearing
 2. Resolution No. 098 (2020/2021): A Resolution to Dispose of Real Property, Gates Hall
Enclosed you shall find documentation of the public hearing to dispose of Gates Hall property.
 - B. ITC Electric Transmission Franchise
 1. Public Hearing
 2. Ordinance No. 1017 (2020/2021): An Ordinance Amending the City Code of Nevada, Iowa by Adding Chapter 114, Electric Transmission Franchise with ITC Midwest LLC
Enclosed you shall find an ordinance granting ITC Midwest the right and franchise to acquire, construct, reconstruct, erect, maintain, operate and remove in the City of Nevada, Iowa a transmission system for electric power.
7. OLD BUSINESS
 - A. Approve Pay Request No. 4 for the Wastewater Treatment Facility, Phase 1, from Wenthold Excavating LLC in the amount of \$173,867.34
Enclosed you shall find contractors application for payment for services conducted by Wenthold Excavating for the WWTF.
 - B. Resolution No. 99 (2020/2021): A Resolution modifying the Emergency Response to COVID 19 Pandemic
Enclosed you shall find the resolution to discuss any updates or changes needed.
8. NEW BUSINESS
 - A. Approve Neighborhood Improvement Incentive Program, 404 I Avenue, Cary & Sherri Martin
Enclosed you shall find details reimbursing cost of a property that has recently been demolished to rebuild for sole purpose to improve the neighborhood and promote the area.
 - B. Resolution No. 100 (2020/2021): A Resolution setting Requirements for the Sale of Certain Property located within the Amended and Restated Urban Renewal Area; (2) Determining that the Proposal submitted by a Potential Purchaser satisfies the Requirements and Declaring the Intent of the City to Accept the Proposal Proposed, in the Event that No Competing Proposals are Submitted; And (3) Soliciting Competing Proposals.
Enclosed you shall find documentation setting a date for bids pertaining to the West Industrial Park.
9. Nuisance Hearing for 536 4th Street
 1. Action on Council Findings regarding Nuisance
Enclosed you shall find documentation outlining nuisances pertaining to 536 4th Street.

Item # 4A
Date: 4/26/21

Proof Of Publication in
NEVADA JOURNAL

CITY OF NEVADA
1209 6TH STREET
NEVADA, IA 502010530

STATE OF IOWA, STORY COUNTY

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

CITY OF NEVADA
PH Notice - Sale of Property, Gates Hall

was published in said newspaper 1 time(s) on

April 15, 2021

the last day of said publication being the
15th day of April, 2021

Legal Clerk

Notary Public, State of Wisconsin, County of Brown

My commission expires

sworn to before me and subscribed in my presence by this the
15th day of April, 2021

FEE: \$29.93
AD #: 0001403005
ACCT: 37490

VICKY FELTY
Notary Public
State of Wisconsin

#1403005
NOTICE OF PUBLIC HEARING ON
PROPOSED SALE OF PROPERTY

The City Council of the City of Nevada, Iowa, will conduct a public hearing on this Sale of Property on the 26th Day of April 2021, at its meeting set to begin at 6:00 o'clock P.M., in the Council Chambers, City Hall, 1209 6th Street, Nevada, Iowa, to hear public comment on the proposed sale of the area locally known as Gates Hall in the City of Nevada, Story, County, Iowa and legally described as follows:

Parcels "J" and "K" a part of Lot Two (2) of the North Half (N1/2) of the Northwest Quarter (NW1/4) of Section Eight (8), Township Eighty-three (83) North, Range Twenty-two (22) West of the 5th P.M., Nevada, Story County, Iowa, as shown on the Plat of Survey recorded on February 11, 2009, as Inst. No. 09-01382, Slide 346, Page 2, as corrected by the Surveyor's Affidavit recorded by the Story County Recorder on March 4, 2021 as Instrument 2021-02735.

Due to federal and state government recommendations in response to COVID-19 pandemic conditions, the meeting will also be accessible electronically via Zoom at the following:
<https://us02web.zoom.us/j/87961733099?pwd=UEROZDIUUXZHCzZlQj9ML0ZOeEldOz09>

Or by Phone: (312) 626-6799, Webinar ID: 879-6173-3099 Password: 287321

It is your privilege to attend said hearing to express your views concerning the proposed changes, or you may submit your comments in writing to the City Clerk not later than 4:00 o'clock P.M. on the 26th Day of April, 2021. At the conclusion of the Public Hearing, the Council will consider a resolution to sell the above described property. Additional information available at City Hall.

CITY OF NEVADA, IOWA
Kerin Wright, City Clerk

Published in the Nevada Journal
on April 15, 2021 (1T)

Kerin Wright

From: Jane Heintz <janeheintz@hotmail.com>
Sent: Saturday, April 10, 2021 11:24 PM
To: Kerin Wright
Subject: Gates Hall

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

Thought I'd voice my opinion... again...about the sale of Gates Hall. I'm against the sale. Gates Hall was built and given to the community to use/rent. If you haven't rented it as much as in the past... which you have stated before...then maybe you could lower your prices a bit to get more people to use it. Use to have many organizations use it till you priced them out of renting it. If you still plan on selling it to the school... just remember it's value is approximately \$1,175,200.00 and that figure was on the Beacon Property site....and I don't think that included all the kitchen appliances, tables, chairs etc.

This is one item that should be put on the voting ballot for the citizens to decide on.

Jane Heintz

Sent from my iPhone

Kerin Wright

From: Jane Heintz <janeheintz@hotmail.com>
Sent: Tuesday, April 13, 2021 11:39 AM
To: Mayor Barker; Barb Mittman; Luke Spence; Sandy Ehrig; Dane Nealson; Brian Hanson; Jordan Cook; Jason Sampson; Kerin Wright
Subject: The sale of Gates Hall

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

Mayor Barker, Administrator Cook, Council Members,

I am writing you to voice my objection of the sale of Gates Hall to the school or anyone else.

Mable Gates Wadsworth left money in a trust for the construction of a community building for the whole community...period! Even though you broke her will years back, and I don't know why, unless you had this already in the back of your mind to do...it should still be honored. This is the second will you have broken. People of this community will think twice before leaving money or gifting anything to the city.

This building has been the location for so many different gatherings...weddings, Trivia nights, craft shows, plays, graduations, group meetings and many other happenings which I have been to over the years. You have priced it high enough you have priced yourself out of rentals. I know that the school has stated that it will still be open to rent with the exceptions of anything with alcohol... so, if you go ahead with this... this beautiful venue will no longer host weddings...Trivia or anything else on that order.

This is something that is important to the whole community and it should be something the whole community has a say in, not just the council.

Jane Heintz

Kerin Wright

From: Carla Ogden <ogdenpoolqt@aol.com>
Sent: Monday, April 12, 2021 11:33 PM
To: Mayor Barker; Barb Mittman; Luke Spence; Sandy Ehrig; Dane Nealson; Brian Hanson; Jason Sampson; Kerin Wright
Subject: Gates Hall

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

To Whom It May Concern

Please consider lowering the cost to rent / use this building and also run some ads for renting out all or portions of it to bring in revenue
but do NOT under any reason sell this building.
It was a gift to the City but we have erased enough of the history of this town.

Thank you

Carla Ogden

RESOLUTION NO. 098 (2020/2021)

A RESOLUTION TO DISPOSE OF REAL PROPERTY

WHEREAS, The City Council of Nevada, Iowa currently owns property, legally described as:

SECTION:08 TOWNSHIP:83 RANGE:22 PARCEL"K" N1/2 NW SLIDE

Locally known as 825 15th Street, Nevada, Iowa 50201, or "Gates Hall"

(The "Property").

WHEREAS, The City has determined that it has no use for the Property, that its maintenance at public expenses is no longer justified, that the disposal will have no significant impact on public access, and the City will not be inconvenienced by the vacation and conveyance of said Property.

WHEREAS, the Nevada Community School District and has offered in exchange for obtaining title to the Property to pay the City \$910,000.00 and allow the City to use office space within the building located on the Property for the Parks and Recreation Department for a period of three (3) years at no rental cost to the City.

WHEREAS, on April 12, 2021 the City declared its intent to vacate and convey all right, title and interest of the City of Nevada, Iowa, in and to the Property and scheduled a public hearing to discuss the same; and

WHEREAS, the notice of intention to vacate and convey the Property was given by publication of a Public Notice prior to the meeting of the City Council to be held on April 26, 2021, and the notice was duly published in the newspaper as required by law; and

WHEREAS, a public hearing on the proposed vacation and conveyance was held on April 26, 2021; and

WHEREAS, the City Council found and determined that the proposed vacation would serve the public interest.

NOW, THEREFORE, be it resolved by the City Council of Nevada, Iowa:

1. The purchase agreement attached hereto is hereby approved and the Mayor is authorized and directed to execute the same.
2. The City of Nevada, Iowa, hereby vacates and conveys all rights, title, and interest in and to the Property.

3. The Mayor is authorized and directed to sign the deed for the conveyance identified above, and the City Clerk is authorized and directed to attest to the Mayor's signature.
4. Upon approval of the Nevada Community School District, the City Clerk is authorized and directed to forward the original of the quit claim deed, together with a certified copy of this resolution and of the affidavit of publication of notice of this hearing, to the Story County Recorder's Office for the purpose of causing these documents to be recorded.
5. Upon receipt of the recorded documents back from the Story County Recorder, the City Clerk shall mail the original of the Deed and copies of the other documents to the grantee.
6. Any resolution or part thereof in conflict or inconsistent with this resolution is repealed.

PASSED AND APPROVED this 26th day of April, 2021.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 098 (2020/2021) be adopted.

AYES: —

NAYS: —

ABSENT: —

The Mayor declared Resolution No. 098 (2020/2021) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 098 (2020/2021) at the regular Council Meeting of the City of Nevada, Iowa, held on the 26th day of April, 2021.

Kerin Wright, City Clerk

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is deemed made on the date the last of the parties executes this Agreement (the "Effective Date") by and between the City of Nevada, Iowa, whose address for the purposes of this Agreement is 1209 6th Street, Nevada, Iowa 50201 (hereafter referred to as the "Seller" or "City") and the Nevada Community School District, whose address for the purposes of this Agreement is 1035 15th Street, Nevada, Iowa 50201 (collectively hereafter referred to as the "Buyer.")

RECITALS

WHEREAS, Seller is the owner of the following legally described property:

SECTION:08 TOWNSHIP:83 RANGE:22 PARCEL"K" N1/2 NW SLIDE

Legal description to be determined by review of Abstract of Title.

Locally known as 825 15th Street, Nevada, Iowa 50201, or "Gates Hall"

Subject only to easements, restrictions and covenants of record (collectively referred to as the "Property");

WHEREAS, Buyer desires to purchase from Seller and Seller desires to sell to Buyer the Property;

WHEREAS, Buyer and Seller desire to set forth the obligations, restrictions, limitations, and conditions upon which the Property will be conveyed by Seller to Buyer;

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, each for the other, Buyer and Seller agree as follows:

1. Sale of Property. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, for the Purchase Price set forth below and, on the terms, and conditions set forth in this Agreement, the Property. For purposes of this Agreement, Property shall be deemed to mean, on a collective basis: (a) the parcel of land described above, together with all rights, easements and interests appurtenant thereto; and (b) all improvements located on the land, if any.
2. Compensation. Seller, in consideration of the mutual covenants and agreements contained herein, agrees to sell to Buyer and Buyer, in consideration of the mutual covenants and agreements contained herein, agrees to purchase the Property from Seller for cash in the amount of

\$910,000.00 (the "Purchase Price").

3. Payment of the Purchase Price. The Purchase Price shall be paid by Buyer to Seller, in good and immediately available funds by wire transfer or cashier's check, at the time of Closing.
4. Abstract and Title. Seller, at its expense, shall provide an abstract of title for the Property continued to and including a date no earlier than sixty (60) days prior to the Closing Date. Such abstract shall be delivered to an attorney for a title opinion for Buyer, such attorney to be selected by Buyer. Such abstract of title shall show merchantable title in Seller in conformity with this Agreement, the land title laws of the State of Iowa and the Iowa Title Standards of the Iowa State Bar Association. The abstract shall become the property of Buyer when the Purchase Price is paid in full. Seller shall pay the costs of additional abstracting and/or title work to establish merchantable title in Seller.
5. Survey. If a survey is required under Iowa Code Chapter 354, or city or county ordinances, Seller shall pay the costs thereof. In addition, Seller shall promptly provide to Buyer all surveys, if any, including as-built surveys, previously performed for the Property that are in Seller's, or Seller's agent's or representatives' possession and are not publicly available. Buyer may, at Buyer's expense prior to Closing, have the Property surveyed and certified by a Registered Land Surveyor. If any survey shows any encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.
6. Condition of the Property. Seller shall preserve the Property in its present condition until the Closing Date. Buyer shall have the right to make a final inspection of the Property within 24 hours prior to the Closing Date to determine that there has been no change in the condition of the Property. If there has been a change to the condition of the Property, Buyer may, at its election, terminate this Agreement.
7. Acquisition Study.
 - a. From the date of acceptance of this Agreement through June 1, 2021 ("Buyer Acquisition Study Period"), Buyer may, at Buyer's expense, perform an acquisition study to determine the suitability of the Property for Buyer's intended use, which study may include, but not be limited to, a physical inspection of the Property by persons of Buyer's choice; Buyer's evaluation of the area of the Property and availability to the Property of sufficient sanitary and storm sewer, gas, water, communication, and electrical utility services; Buyer's evaluation of parking availability and traffic flow and ingress and egress to and from the Property; Buyer's evaluation of the zoning classification of the Property; Buyer's inspection and review of all agreements, leases, conveyances, encumbrances, restrictive covenants, contracts, or easements affecting the Property in any manner whatsoever; preparation, review, and approval of the Buyer's site and development plans for the Property, if any, by all governing agencies and necessary third parties; and other aspects of the Property pertaining to its use for Buyer's purposes. In the event Buyer is not

satisfied for any reason whatsoever with the results of its acquisition study of the Property, then on or before the expiration of the Buyer Acquisition Study Period, Buyer may, in its sole discretion, terminate this Agreement without any further obligation, and any funds paid by the Buyer under this Agreement shall be immediately returned, in full, to Buyer.

- b. Within five (5) days after its acceptance of this Agreement, Seller will make available for Buyer's review, at no cost to Buyer, all documents in the possession of the Seller or reasonably ascertainable by the Seller concerning the Property, including but not limited to as-built drawings, site plans, maps, historical records showing past use of the Property and storage of petroleum products or other products, reports, studies, investigations, audits, actions, or tests, relating in any way with the environmental condition of the Property, to the compliance of the Property with any environmental laws or the presence of hazardous substances on, at, or about the Property, including but not limited to those that were: (i) prepared for Seller or any related party or affiliate or predecessor in interest; or (ii) prepared for other persons or entities, and are in the possession, custody or control of Seller or any related party or affiliate or predecessor in interest (collectively, the "Due Diligence Documents"). Buyer shall be entitled to make copies of all such documents, at Buyer's cost. Seller authorizes Buyer to speak to any person involved in the preparation of the Due Diligence Documents. At no cost to Buyer, Seller shall cooperate with Buyer in obtaining reliance agreements, if permitted under the law, for any previous environmental site assessments or other Due Diligence Document.
- c. Seller agrees that during the Buyer Acquisition Study Period, Seller shall provide Buyer and its representatives and consultants with full and complete access to the Property so that Buyer can perform its due diligence on the Property, including without limitation, surveys, audits, tests, physical inspections, title examinations, appraisal inspections, air, soil and water samples, temporary monitoring wells and soil borings and other environmental and engineering audits by which Buyer can determine in its sole discretion that the Property is suitable for Buyer's intended purpose.

8. Closing. The Closing of this transaction shall occur on or around July 1, 2021 (hereinafter referred to as the "Closing Date"), at a location mutually agreed upon by the parties herein. Time is of the essence in this Purchase Agreement.

9. Lease. The parties acknowledge that the City currently uses office space within the building located on the Property for the Parks and Recreation Department (the "Office Space.") Upon Closing of this transaction, the Seller shall retain the right to use the Office Space for a period of three (3) years at no rental cost to the Seller. If the City still wishes to occupy the Office Space after that time, starting March 1, 2023, the Seller will pay the Buyer fair market value to do so. Each party will obtain three (3) estimates of comparable office space to determine a fair market rate for the Office Space. The parties agree to execute a separate lease agreement to memorialize this use.

10. Real Estate Taxes. The Property is currently tax-exempt while owned by the City. Buyer shall pay all real estate taxes assessed against the Property for all periods following the date of Closing, if applicable, except to the extent such taxes accrue against the Property due to City's continued use thereof under Section 9 of this Agreement.
11. Special Assessments. Buyer shall be responsible for all special assessments with respect to the Property, except to the extent such special assessments arise out of public improvements required due to the City's use of the Property under Section 9 of this Agreement.
12. Commission. Seller and Buyer each represent and warrant to the other that no brokerage commission, finder's fee or other compensation is due and payable with respect to the transaction contemplated by this Agreement. Buyer represents to Seller that it knows of no fee, commission or payment due to any broker, finder, agent or other person or entity, in connection with the transactions contemplated. Seller represents to Buyer that it knows of no fee, commission or payment due to any broker, finder, agent or other person or entity, in connection with the transactions contemplated herein. Seller and Buyer each, one to the other, indemnify, protect, defend and hold the other harmless from and against all losses, claims, costs, expenses and damages (including but not limited to reasonable attorney fees) resulting from the claims of any broker, finder or other such party claiming, by, through or under the acts or agreements of the indemnifying party. The warranties and obligations of the parties pursuant to this paragraph shall survive the termination of the Closing. Should any third-party claim a commission is due and owing, both parties agree to cooperate in challenging such claim. Such cooperation shall not be deemed to alter the indemnifications contained in this paragraph in any manner.
13. Warranties and Representations of Seller. Seller warrants and represents to Buyer that, upon approval of the Nevada City Council, it has the full right, power and authority to sell and convey the Property to Buyer as provided in this Agreement and to carry out the Seller's obligations hereunder. At Closing, a Groundwater Hazard Statement will be filed by Sellers regarding the following: (i) wells; (ii) solid waste disposal; (iii) hazardous wastes; and (iv) underground storage tanks located on the Property; said Groundwater Hazard Statement shall be considered a representation and warranty of the Seller related to the matters contained therein.
14. Conveyance Documents. Seller shall convey the Property to Buyer by a general warranty deed.
15. Closing Costs. Seller shall pay (i) the cost to update the abstract of title under Section 4 of this Agreement; (ii) the cost to clear any defects to title necessary to deliver marketable title to the Property to the Buyer; (iii) any necessary transfer taxes; (iv) one-half of any closing fee incurred in connection with this transaction; (v) any legal fees incurred by Seller; and (vi) all other fees customarily incurred by sellers of real estate in Iowa not specifically contemplated by this Agreement. Buyer shall pay (i) the recording fees in connection with the general warranty deed

conveying title to Buyer; (ii) Buyer's attorney fees; and (iii) all other fees customarily incurred by buyers of real estate in Iowa not specifically contemplated by this Agreement.

16. Possession; Risk of Loss. All risk of loss with respect to the Property shall remain with Seller until the Closing Date. Seller shall preserve and care for the Property until the Closing Date in a manner consistent with its prior practice, including the maintenance of sufficient insurance to cover any loss or damage to the Property prior to the Closing Date. If the Property is damaged or destroyed in any material way prior to the Closing Date, Seller shall promptly notify the Buyer of said damage and Buyer shall have the option to (i) terminate this Agreement with written notice to Seller, or (ii) complete the closing and receive insurance proceeds paid to the Seller as a result of the loss incident.

17. Pending Actions. Seller represents and warrants that there is no action, litigation, proceeding, regulatory enforcement action, or investigation against itself, related entities, its partners, or the Property, which would affect the Property or the right of Seller to sell and convey the Property, or any action, litigation, proceeding, or investigation, including without limitation, any eminent domain proceeding which would result in any lien, claim, right, or interest in the Property in favor of any third party.

18. Notices. Neither party shall have the right to terminate this Agreement or seek any remedy for a breach hereof by the other party unless such breach continues for a period of ten (10) days following written notice by the party seeking to pursue such remedy, specifying the occurrence and description of such default under this Agreement. All notices, demands, writings, supplements, or other documents which are required or permitted by the terms of this Agreement to be given to any party shall be delivered in person, or shall be deposited in the United States Mail, postage prepaid, return receipt requested, addressed at the addresses specified above and shall be effective upon such deposit.

19. Assignment; Agreement Binding on Successors; Survival of Provisions. This Agreement may not be assigned or transferred by any of the parties without the express written consent of the other. This Agreement, and amendments, if any, and all representations, warranties, indemnification obligations, rights and duties hereunder, shall survive the Closing and shall be fully binding at all times against Seller, and Buyer as well as any and all of its or their successors in interest, assigns or transferees.

20. Default; Remedies of the Parties.

17.1 Buyer's Remedies for Seller's Default. If (a) each of the conditions precedent set forth in this Agreement have been satisfied or waived prior to the Closing Date and (b) Seller fails or refuses to timely convey the Property to Buyer in accordance with the terms and conditions of this Agreement, except on account of a default hereunder by Buyer, Buyer may elect one of the following remedies: (a) be entitled to terminate Buyer's obligations under this Agreement by

written notice to Seller; (b) be entitled to specific performance of this Agreement; or (c) any other remedies available at law or equity.

17.2. Seller's Remedies for Buyer's Default. If (a) each of the conditions precedent set forth in this Agreement have been satisfied or waived prior to the Closing Date and (b) Buyer fails or refuses to timely purchase the Property and Close in accordance with the terms and conditions of this Agreement, except on account of a default hereunder by Seller, Seller may elect one of the following remedies: (a) be entitled to terminate Seller's obligations under this Agreement by written notice to Buyer; (b) be entitled to specific performance of this Agreement; or (c) any other remedies available at law or equity.

21. Time. Time is of the essence in the performance of each party's obligations hereunder.

22. No Waiver. Subject to the deemed approvals under this Agreement, no waivers by any party of the performance or satisfaction of any covenant or condition shall be valid unless in writing, nor shall it be considered to be a waiver by such party of any other covenant or condition hereunder.

23. Entire Agreement. This Agreement contains the entire agreement between the parties regarding the Property and supersedes all prior agreements, whether written or oral, between the parties regarding the same subject. This Agreement may only be modified by subsequent written agreement signed by the party to be charged.

24. Counterparts and Effectiveness. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement, and this Agreement shall only be effective if a counterpart is signed by both Buyer and Seller and approved by the Nevada City Council and the Buyer's Board of Directors.

25. Severability. In the event any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

26. Survival of Warranties. Any warranties, covenants and representations contained in this document shall survive the execution of this Agreement and any other documents, including the general warranty deed given by Seller to Buyer to consummate this transaction, shall not be merged into such documents.

27. Attorney Fees. In the event of default by either party pursuant to any of the terms of this Agreement, the prevailing party in any litigation or enforcement action shall be entitled to reimbursement by the defaulting party for any of the prevailing party's reasonable attorney fees, court costs, and other associated costs of enforcement.

28. Governing Law; Construction. This Agreement shall be construed pursuant to the laws of the State of Iowa. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid. If any such provision of this Agreement shall be determined to be invalid or unenforceable, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating or otherwise affecting the remaining provisions of this Agreement.

29. Headings. Article and section headings used in this Agreement are for the convenience of the parties only and shall not affect the construction of this Agreement.

30. Further Assurances. At or after Closing, the parties shall prepare, execute and deliver at their respective expense, such additional instruments and other documents and shall take or cause to be taken such other action as is reasonably requested by the other party at any time or from time to time in order to effectuate and comply with all the terms of this Agreement and the transactions contemplated hereby.

31. Condition to the Seller's Obligations. The parties acknowledge that disposal of the Property as part of this Agreement will require a public hearing and approval of the Nevada City Council in accordance with Iowa Code § 364.7, in addition to approval of this Agreement as a whole. If disposal of the property is not approved by the Nevada City Council, this Agreement shall be rendered null and void.

32. Condition to the Buyer's Obligation. The Buyer's obligation to pay the Purchase Price is contingent on each of the following:

- a. This Agreement being approved by the Board of Directors of the Nevada Community School District on or before the Closing Date.
- b. Buyer completing, to Buyer's satisfaction, Buyer's acquisition study of the Property pursuant to Section 7(a) of this Agreement, and Buyer having not exercised its right to declare this Agreement null and void within the time provided therein.
- c. Marketability of title to the Property having been established in the Seller free and clear of any restrictions, liens, or encumbrances, except those approved by the Seller in writing.
- d. Seller has performed its obligations under this Agreement.
- e. The representations and warranties of Seller set forth in this Agreement are true and shall be correct as of the Closing Date.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

Seller

City of Nevada, Iowa

By: _____
Brett Barker, Mayor

By: _____
Jordan Cook, City Administrator

Date: _____, 2021

Buyer

Nevada Community School District

By: _____
Tori Carsrud, Board President

By: _____
Brian Schaeffer, Board Secretary

Date: _____, 2021

01823153-1\10939-036

Proof Of Publication in
NEVADA JOURNAL

CITY OF NEVADA
1209 6TH STREET
NEVADA, IA 502010530

STATE OF IOWA, STORY COUNTY

I, [Signature], on oath depose and say
that I am the Legal Clerk of NEVADA JOURNAL, a weekly
newspaper, published at ; Ames, Story County, Iowa that the
annexed printed:

CITY OF NEVADA
PH - ITC Elec Transmission Franch

was published in said newspaper 1 time(s) on

April 15, 2021

the last day of said publication being the
15th day of April, 2021

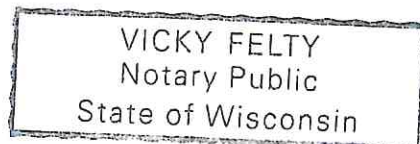
[Signature]
Legal Clerk

[Signature]
Notary Public, State of Wisconsin, County of Brown

9/19/21
My commission expires

sworn to before me and subscribed in my presence by this the
15th day of April, 2021

FEE: \$28.38
AD #: 0001403003
ACCT: 37490



#1403003
NOTICE OF PUBLIC HEARING ON
PROPOSED AMENDMENT OF CITY
OF NEVADA CODE OF ORDINANCES
BY ADDING CHAPTER 114
ELECTRIC TRANSMISSION
FRANCHISE AGREEMENT WITH ITC
MIDWEST LLC TO CONSTRUCT
AND OPERATE AN ELECTRIC
TRANSMISSION SYSTEM
IN THE CITY

Notice Is Hereby Given: That at
6:00 o'clock p.m., at the Nevada
City Hall Council Chambers, Neva-
da, Iowa, on April 26, 2021, the City
Council of the City of Nevada, Io-
wa, will hold a public hearing on
the question of amending the
Code of Ordinances of the City of
Nevada Iowa, by Adding Chapter
114, Electric Transmission Franch-
ise Agreement with ITC Mid-
west LLC, a wholly owned subsid-
iary of ITC Holdings Corp., its suc-
cessors and assigns, a non-
exclusive twenty-five-year Fran-
chise to acquire, construct, erect,
maintain and operate an Electric
Transmission System in the City of
Nevada, Iowa. A copy of the pro-
posed Ordinance is on file for pub-
lic inspection in the office of the
City Clerk.

Due to federal and state govern-
ment recommendations in re-
sponse to COVID-19 pandemic
conditions, the meeting may also
be accessible electronically via
Zoom at the following:
<https://us02web.zoom.us/j/87961733099?pwd=UEROtDIUXZHczlQI9ML0ZOeElOdz09>

Or by Phone: (312) 626-6799,
Webinar ID: 879-6173-3099 Pass-
word: 287321

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

Kerin Wright, City Clerk

Published in the Nevada Journal
on April 15, 2021 (1T)

**CITY OF NEVADA, IOWA
ELECTRIC TRANSMISSION FRANCHISE**

ORDINANCE NO. 1017 (2020/2021)

**AN ORDINANCE AMENDING THE CITY CODE OF NEVADA, IOWA BY ADDING
CHAPTER 114, ELECTRIC TRANSMISSION FRANCHISE WITH ITC MIDWEST LLC**

An Ordinance granting to ITC MIDWEST LLC, a wholly owned subsidiary of ITC HOLDINGS CORP., its successors and assigns (the "Company"), the right and franchise to acquire, construct, reconstruct, erect, maintain, operate and remove in the City of Nevada, Story County, Iowa, a transmission system for electric power and the right to erect and maintain the necessary poles, lines, wires, conduits and other appliances, equipment and substations for the transmission of electric current and telecommunications along, under and upon the streets, avenues, alleys and public places in the City of Nevada, Story County, Iowa; granting the right to erect and maintain upon the streets, avenues, alleys and public places, transmission lines through the City of Nevada, Story County, Iowa, for the period of twenty-five (25) years, subject to a limited right of cancellation at the end of the sixth (6th), twelfth (12th), and eighteenth (18th) year anniversaries of the Anniversary Date; and granting the right of eminent domain.

BE IT ORDAINED BY THE City Council of the City of Nevada, Story County, Iowa, hereinafter referred to as the "City":

Section 1. Grant.

There is hereby granted to the Company the right and non-exclusive franchise to acquire, construct, reconstruct, erect, maintain, operate and remove in the City a transmission system for electric power and the right to erect and maintain the necessary poles, lines, wires, conduits, and other appliances, equipment and substations for the transmission of electric current and telecommunications (collectively, the "Facilities") along, under and upon the streets, avenues, alleys and public places in the City; also the right to erect and maintain upon the streets, avenues, alleys and public places, transmission lines through the City for the period of twenty-five (25) years, subject to a limited right of cancellation at the end of the sixth (6th), twelfth (12th), and eighteenth (18th) year anniversaries of the Anniversary Date; also the right of eminent domain as provided in Section 364.2 of the Code of Iowa.

Section 2. Indemnification.

The Facilities shall be placed and maintained so as not to unnecessarily interfere with the travel on the streets, avenues, alleys, and public places in the City nor unnecessarily interfere with the proper use of the same, including ordinary drainage, or with the sewers, underground pipe and other property of the City. The Company, its successors and assigns shall indemnify, defend and hold the City free and harmless from all claims, demands, losses, damages, costs and expenses (including, but not limited to, court costs, fines, penalties, and reasonable attorneys' fees), judgments, liabilities and causes of action of any nature arising from the negligent acts or omissions of the Company, its employees, contractors and agents in the erection, operation or maintenance of the transmission system.

Section 3. Excavations.

In making any excavations in any street, alley, public right-of-way, or public place, Company, its successors and assigns, shall protect the site while work is in progress by guards, barriers or signals in compliance with the current federal, state, and local standards and requirements for traffic control, shall not unnecessarily obstruct the use of the streets, and shall back fill all openings in such manner as to prevent

settling or depressions in surface, pavement or sidewalk of such excavations with same materials, restoring the condition as nearly as practical. All excavations, restoration work, construction materials, and construction practices shall be in compliance with the current City standard specifications for work in the right-of-way. The Company shall not be required to restore or modify public right of way, sidewalks or other areas in or adjacent to the Company project to a condition superior to its immediate previously existing condition. In the event the Company fails to restore the work area in accordance with this section as promptly as is practical, the City and the Company shall meet to resolve the issue within 10 days of notice. If the parties agree in writing, the City may complete the necessary work at the expense of the Company.

Section 4. Relocation.

Except as provided herein below, the Company shall, at its cost and expense, locate and relocate its Facilities in, on or over any public street or alley in the City in such a manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street or alley or any public infrastructure or improvement of, in or about any such street or alley or reasonably promoting the efficient operation of any such improvement. If the City orders or requests the Company to relocate its Facilities for the primary benefit of a commercial or private project, or as the result of the initial request of a commercial or private developer or other non-public entity, the Company shall receive payment for the cost of such relocation as a precondition to relocating its Facilities. The City shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause the Company unreasonable additional expense in exercising its authority under this section. The City shall also provide a reasonable alternate location for the Company's Facilities. The City shall give the Company reasonable advance written notice to vacate a public right-of-way. Vacating a public right-of-way shall not deprive the Company of its right to operate and maintain existing Facilities until the reasonable cost of relocating the same are paid to the Company.

Section 5. Modern System.

The system authorized by this Ordinance shall be modern and up-to-date and shall be kept in a modern and up-to-date condition.

Section 6. Vegetation Management.

To promote public safety in proximity to its Facilities and to maintain electric reliability, the Company is authorized and empowered to remove, cut, trim, destroy, or otherwise control any tree, shrub, brush, bush or any parts thereof located within or extending into any street, alley, right-of-way or public grounds. The foregoing vegetation management shall be completed in accordance with the most current nationally accepted safety and utility industry standards, as revised and updated from time to time. If requested by the City, Company will meet with the City to discuss the removal of any tree with a trunk, in whole or in part, in the public right-of-way that is part of any planned non-emergency vegetation work.

Section 7. Continuous Service.

Service to be rendered by the Company under this franchise shall be continuous unless prevented from doing so by fire, Acts of God, unavoidable accidents or casualties, or reasonable interruptions necessary to properly service the Company's equipment, and in such event service shall be resumed as quickly as is reasonably possible.

Section 8. Non-exclusivity.

The franchise granted by this Ordinance shall not be exclusive.

Section 9. Permits.

Company shall obtain all applicable city permits prior to commencing scheduled non-emergency work in the City right-of-way. For storm restoration or other emergency work the Company may proceed with the work without first applying for a permit, provided, however, that the Company shall apply for and obtain any applicable permits as soon as practicable after commencing such work.

Section 10. Undergrounding.

The City may request estimates for the undergrounding of replacement lines, upgrades or new lines, including lines to be adjusted for road moves or for other specific projects. When requested, the Company will provide to the City two estimates: 1) An estimate for the cost of the project with overhead construction, and 2) An estimate for the cost of the project with underground construction. The City will have no more than 60 days, unless otherwise agreed between the City and Company, from the estimate date to determine if it wants the line built overhead or placed underground. If the City chooses underground construction for such project, the City will be responsible for the incremental cost of undergrounding, if and to the extent, such costs are not already part of or included in a precondition payment for relocation pursuant to Section 4. The incremental cost of undergrounding is defined as the differential between the estimate for underground construction and the estimate for overhead construction. Upon receipt of the City's payment for the incremental cost of undergrounding, the Company will install the underground facilities. The Company reserves the right to bill City for the amount that the incremental cost associated with installation exceeds its estimate. The City reserves the right to a refund of overpayment if the incremental costs are less than the amount billed in the estimate. If the City wishes to have a line not scheduled for replacement or upgrade placed underground, the City shall contact the Company to make such a request. The City shall cover all costs related to this work. If undergrounding of transmission lines requires entities interconnecting with the Company to make adjustments to their electrical systems, the City bears the responsibility of communication with those entities and, if it chooses, the cost of converting their facilities from overhead to underground. The Company reserves the right to review all the City's communications with the affected entities.

Section 11. Severability.

If any section, provision, or part of this Ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

Section 12. Term of Agreement.

The term of the franchise granted by this Ordinance and the rights granted thereunder shall continue for the period of twenty-five (25) years from and after written acceptance by the Company, subject to a limited right of cancellation at the end of the sixth (6th), twelfth (12th), and eighteenth (18th) year anniversaries of the Anniversary Date. The anniversary date shall be the date this franchise is filed with the City Clerk or otherwise becomes effective by operation of law.

Section 13. Publication Expenses.

The expense of the publication of this Ordinance shall be paid by the Company.

Section 14. Repeal of Conflicting Ordinances.

All ordinances, or parts of ordinances, insofar as they are in direct conflict herewith, are hereby repealed.

Section 15. Acceptance.

The franchise granted by this Ordinance shall be conditioned upon acceptance by the Company in writing. The acceptance shall be filed with the City Clerk within ninety (90) days from the passage of this Ordinance.

Section 16. Future Developments.

The City agrees it will not permit or grant approval for any development, construction or land uses in the City that would result in or cause the Company's Facilities to violate setback requirements, safety requirements or any other provision of the National Electric Safety Code or any law, regulation or ordinance of the State of Iowa, Story County or the City.

Section 17. Closing.

This Ordinance sets forth and constitutes the entire agreement between the Company and the City with respect to the rights contained herein, and may not be superseded, modified or otherwise amended without the approval and acceptance of the Company. Upon acceptance by the Company, this Ordinance shall supersede, abrogate and repeal any prior electric system ordinance between the Company and the City as of the date this Ordinance is accepted by the Company. Notwithstanding the foregoing, in no event shall the City enact any ordinance or place any limitations, either operationally or through the assessment of fees, that create additional burdens upon the Company, or that delay utility operations.

Section 18. Forfeiture and Termination.

The continuing violation of any material portion of the franchise by the Company, or its failure to perform any of the provisions of the franchise, may be cause for forfeiture of the franchise and the termination of all rights under this chapter. If the City believes there to be a default under the franchise, it may provide a written notice to the Company, describing the alleged default, stating whether a forfeiture and termination of the franchise will be sought after the cure period, and proposing a reasonable time to cure the default, which shall not be less than sixty (60) days from the date of the written notice. Company may respond to such notice as it deems appropriate, which may include agreeing to the proposed cure period, proposing a different time to accomplish the cure of the default, or an alternative resolution. If Company has not cured the default within the agreed-upon cure period and any extensions thereto, the City may proceed to terminate the franchise agreement and the same shall be deemed forfeited by the Company as provided above. Company shall not be considered to be in breach of this franchise if it has operated in compliance with state law, federal law, or other governmental or regulatory authority. Company shall also not be considered to have breached this franchise if the alleged breach is the result of the actions of a third party or the City.

Brett Barker, Mayor

Attest: _____
Kerin Wright, City Clerk

(SEAL)

NEVADA CITY COUNCIL - MONDAY, APRIL 12, 2021 6:00 P.M.

1. CALL TO ORDER

The City Council of the City of Nevada, Iowa, met for a meeting in the Council Chambers of Nevada City Hall located at 1209 6th Street, Nevada, Iowa. Mayor Brett Barker, convened the meeting at 6:00 p.m. on Monday, April 12, 2021, 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: Brian Hanson, Jason Sampson, Dane Nealson, Sandy Ehrig, Luke Spence, Barb Mittman. Absent: None.

Staff Present: Erin Clanton, Jordan Cook, Kerin Wright, Larry Stevens, Tim Hansen, Jeremy Rydl, Ray Reynolds, Amanda Bellis and Ric Martinez.

Also in attendance were: Karen Selby.

3. APPROVAL OF AGENDA

Motion by Barb Mittman, seconded by Dane Nealson, to **approve the agenda**. After due consideration and discussion the roll was called. Aye: Mittman, Nealson, Sampson, Spence, Ehrig, Hanson. 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 Sandy Ehrig, to **approve the following consent agenda items:**

- A. Approve Minutes of the Regular Meeting held on March 22, 2021
- B. Approve Payment of Cash Disbursements, including Check Numbers 75437-75523 and Electronic Numbers 917-924 (Inclusive) Totaling \$389,240.38 (See attached list)
- C. Approve Luminous Lighting Proposal for the Nevada Library Building
- D. Set Public Hearing for April 26, 2021 at 6:00 p.m. for Ordinance No. 1017, Electric Transmission Franchise Agreement with ITC Midwest LLC
- E. Set Public Hearing for April 29, 2021 Proposed Annexation of Territory into the City of Nevada, Iowa (Verbio and Union Pacific Railroad)
- F. Resolution No. 090 (2020/2021): A Resolution appointing Representatives to the Story County Economic Development Group

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

5. PUBLIC FORUM

- A. No one wished to address the council.

6. OLD BUSINESS

- A. Approve Pay Request No. 10 for the Central Business District Project from Con-Struct, Inc. in the amount of \$161,148.50

Motion by Jason Sampson, seconded by Luke Spence, to **approve Pay Request No. 10 for the Central Business District Project from Con-Struct, Inc., in the amount of \$161,148.50.** After due consideration and discussion the roll was called. Aye: Sampson, Spence, Ehrig, Hanson, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

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

Motion by Dane Nealson, seconded by Brian Hanson, to **approve lifting covid capacity limit restrictions for all city facilities, with still requiring masks and social distancing.** After due consideration and discussion the roll was called. Aye: Nealson, Hanson, Mittman, Sampson, Spence, Ehrig. Nay: None. The Mayor declared the motion carried.

7. NEW BUSINESS

- A. Resolution No. 091 (2020/2021): A Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance and securing the payment of \$10,000,000 Taxable Sewer Revenue Bonds, Series 2021A

Motion by Luke Spence, seconded by Sandy Ehrig, to **adopt Resolution No. 091 (2020/2021).** 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. Resolution No. 092 (2020/2021): A Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment

Motion by Brian Hanson, seconded by Luke Spence, to **adopt Resolution No. 092 (2020/2021).** After due consideration and discussion the roll was called. Aye: Hanson, Spence, Ehrig, Mittman, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

- C. Resolution No. 093 (2020/2021): A Resolution to set public hearing on proposed Disposal by Sale of Real Property, Gates Hall

Motion by Barb Mittman, seconded by Luke Spence, to **adopt Resolution No. 093 (2020/2021).** After due consideration and discussion the roll was called. Aye: Mittman, Spence, Ehrig, Hanson, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

- D. Resolution No. 094 (2020/2021): A Resolution approving the use of the Officer Training Reimbursement Agreement for the Police Department

Motion by Luke Spence, seconded by Brian Hanson, to **adopt Resolution No. 094 (2020/2021).** After due consideration and discussion the roll was called. Aye: Spence,

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

- E. Resolution No. 095 (2020/2021): A Resolution approving the Memorandum of Understanding with the Public Professional and Maintenance Employees Local 2003 IUPAT, Sign on bonus for certified officers

Motion by Luke Spence, seconded by Sandy Ehrig, to **adopt Resolution No. 095 (2020/2021)**. After due consideration and discussion the roll was called. Aye: Spence, Ehrig, Hanson, Mittman, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

- F. Resolution No. 096 (2020/2021): A Resolution approving the Master Agreement for Municipal Engineering Services with HR Green

Motion by Brian Hanson, seconded by Barb Mittman, to **adopt Resolution No. 096 (2020/2021)**. After due consideration and discussion the roll was called. Aye: Hanson, Mittman, Nealson, Sampson, Spence, Ehrig. Nay: None. The Mayor declared the motion carried.

- G. Resolution No. 097 (2020/2021): A Resolution approving the Access and Lease Agreement with NEXTLINK

Motion by Dane Nealson, seconded by Brian Hanson, to **adopt Resolution No. 097 (2020/2021)**. After due consideration and discussion the roll was called. Aye: Nealson, Hanson, Mittman, Sampson, Spence, Ehrig. Nay: None. The Mayor declared the motion carried.

8. REPORTS:

City Administrator Cook reported on the new evaluation tool that is being developed. He also advised the planning and zoning position will be posted internally.

Mayor Barker reported on the issues with Alliant poles and MetroNet. He updated council on the process for the 2040 Vision. He also reported on the status of the Fieldhouse project.

Council Member Sampson reported on the Lincoln Highway Days committee meeting. Council Member Nealson noted the Nevada Runners upcoming events. Council Member Hanson relayed his thanks to Main Street Nevada and the community for their assistance in his event.

Public Works Director Rydl advised new street employee Holl began his duties and the wastewater supervisor will begin on the 19th. Friday is Dennis Mensing's last day, on Thursday there will be cookies and coffee at the street shed for his retirement. Signs have been ordered and will be put up as soon as they arrive.

Director of Fire/EMS Reynolds reported on a camper on a vacant lot. He also updated council on the two gas stations that are still closed. The Fire Department paid tribute to Sergeant Jim Smith. The school service day is the 23rd and they will be painting fire hydrants.

Park and Recreation Director Hansen reported on the opening of the parks and cemetery. Activities are in full force.

Public Safety Director Martinez thanked Marlys Barker for her work on the police department brochure.

City Engineer Stevens thanked council for extending their contract. He also thanked Shawn Cole for his work throughout the years. His assistance made the engineers job much easier. Updates were given on the downtown project, South Glen, Verbio and the wastewater trunkline.

9. ADJOURNMENT

There being no further business to come before the meeting, motion by Dane Nealson, seconded by Jason Sampson, to adjourn the meeting. Following voice vote, the Mayor declared the motion carried at 7:06 p.m. the meeting adjourned.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Published: _____

Council Approved: _____

CITY OF NEVADA
Claims Report for April 26, 2021 Meeting
4/13/21 THRU 4/26/21

Item# 5B
Date: 4/26/21

WAGEWORKS	FSA 2020 PMT	531.05	926
ALLIANT	WTR/CEM/-UTILITIES	3,463.09	75524
VERIZON	PD/LIB/WTR/WWT-SVCS	560.14	75525
CON STRUCT	CBD PROJ PR#10	161,148.50	75526
JOHN DEERE FIN	PKM/WTR/STS-SUPPLIES	676.83	75527
TREASURER STATE OF IA	SALES TAX 4/1-15/2021	6,634.12	928
TREASURER STATE OF IA	WET 4/1-15/2021	12,302.64	929
QUILL CORP	LIB-SUPPLIES	178.20	75528
BAKER & TAYLOR	LIB-MATERIALS	2,836.02	75530
IA COMM NETWORK	LIB-LONG DISTANCE	7.46	75531
C&K HEATING	LIB-HVAC MAINT	377.81	75532
AMAZON	LIB-MATERIALS	167.69	75533
CENTER POINT	LIB-MATERIALS	93.48	75534
CENGAGE	LIB-MATERIALS	435.32	75535
RIVISTAS	LIB-MAGAZINES	4,349.69	75536
IPERS	IPERS	28,868.44	930
TREASURER STATE OF IA	STATE TAXES	7,412.00	931
EFTPS	FED/FICA TAX	24,547.84	932
AMER'N FAMILY LIFE	AFLAC	1,504.66	75545
ICMA	DEFERRED COMP	945.00	75546
COLLECTION SVC CTR	CHILD SUPPORT	305.71	75547
GREAT WESTERN	HSA	271.66	75548
BROWN SUPPLY	STS-PVC	459.00	75549
FAREWAY	POOL/4PLX-SUPPLIES	43.49	75550
HAWKINS	WTR-AZONE 15	8,514.06	75551
ALLIANT	STS/CD-SVCS	78.77	75552
FAST LANE AUTO	STS-SUPPLIES	210.16	75553
NEVADA VET CLINIC	PD-ANIMAL CONTROL	1,023.52	75554
MUNICIPAL SUPPLY	STS-SUPPLIES	131.50	75555
NEVADA LUMBER	STS-LUMBER	43.65	75556
VAN WALL	CEM/PKM-SUPPLIES	542.61	75557
SCHENDEL PEST	ALL-PEST CONTROL	225.00	75558
STATE HYGIENIC LAB	WWT-LAB ANALYSIS	2,384.50	75559
AMES LOCK	4PLX-KEYS	17.97	75560
CAPITAL SANITARY	PKM/CEM-SUPPLIES	1,149.96	75561
FIRST CLASS SIGNS	PKM-ELEC SIGN	5,358.00	75562
ARNOLD MOTOR	PD/PKM-SUPPLIES	420.30	75563
IA ONE CALL	WTR/WWT-ONE CALLS	113.40	75564
HACH CO	WTR-CONTROLLER	4,089.60	75565
IA STATE READY MIX	WTR-CONCRETE	960.00	75566
GATEHOUSE	PUBLIC NOTICES	621.03	75567
IA COUNTY ATTORNEYS ASS	PD-TRNG CIZMADIA/BRANDES.HENDERSON	210.00	75568
HOKEL	WTR-HARDWARE	15.10	75569
EMERGENCY MEDL PROD	EMS-MEDICAL SUPPLIES	129.48	75570
SANDRY FIRE SUPPLY	FD-HELMET TAG	47.50	75571
O'HALLORAN INTL	STS-SVC ELEMENT/SEAL/FUEL	154.72	75572
DINGES FIRE	FD-FLUORINE FOAM	349.60	75573

BSN SPORTS	REC-BB CAPS	16.50	75574
NEVADA HARDWARE	ALL-SUPPLIES	2,474.01	75576
NEWSOME PLUMBING	PKM-PLBG RPRS	4,379.67	75577
STAPLES	PKA-SUPPLIES	238.33	75578
WINDSTREAM	PD/POOL-PHONES	84.52	75579
CONSUMERS ENERGY	ALL-UTILITIES	6,704.67	75580
TENDALL, JAMIE	STS-BOOTS TENDALL	150.00	75581
HR GREEN	ALL-ENG	139,361.44	75582
ZIMCO	PKM-HERBICIDE	161.60	75583
JACKSON-HIRSH	PKA-SUPPLIES	115.98	75584
AIR FILTER SALES/SVC	CH-FILTERS	1,025.40	75585
CENTRAL IA WATER ASSC	WTR-LWE RAW WATER 05/2021	515.13	75586
CONSTRUCTION MATERIALS	CBD PROJ INSPECTION	258.00	75587
ALPHA COPIES	PD-HELP WANTED POSTERS	13.85	75588
ELECTRICAL ENG	GH-GENERATOR SVCS	494.00	75589
ROTARY CLUB	FD-REYNOLDS/MARTINEZ DUES	314.00	75590
CONVERSE CONDITIONED AIR	CEM-FURNACE RPR	192.00	75591
ASCHEMAN, PHILIP L PHD	PD-SYDNES EVAL	215.00	75592
PRINCIPAL FIN GROUP	ALL-LIFE INSURANCE	545.54	75593
PEPSI	4PLX-CONCESSIONS	426.98	75594
QUADIENT	ALL-POSTAGE	1,000.00	75595
CENTRAL IA TOW	FD-TOW	532.20	75596
OUTDOOR ENVISIONS	PKM-RED MULCH	711.50	75597
MARTIN BROS	POOL-CONCESSIONS	1,680.13	75598
STORY CO HOUSING TRUST	FY21-LMI REPRS/ASST ST CO HSG	3,666.43	75599
MENARDS	FD/WWT-SUPPLIES	115.31	75600
BITUMINOUS	STS-ASPHALT	436.21	75601
AMES RACQUET	PD-RECRUITMENT	750.00	75602
MOECKLY FAB CO	WWT-TARP	320.00	75603
JONES, MARK	WWT-REIMB SHIRTS JONES	255.67	75604
	Refund Checks Total	61.84	
	Accounts Payable Total	452,064.34	
	Payroll Checks	67,931.68	
	***** REPORT TOTAL *****	520,057.86	
	GENERAL	105,040.00	
	ROAD USE TAX	17,266.93	
	LOCAL OPTION SALES TAX	323.25	
	LMI-SUBFUND	3,666.43	
	LIBRARY TRUST	1,854.25	
	PARK OPEN SPACE	4,964.75	
	CBD DOWNTOWN IMPR	162,782.82	
	WATER	57,366.04	
	WATER CAPITAL REVOLVING	4,089.60	
	SEWER	25,836.87	
	SEWER CAP IMP PROJECT	136,206.44	
	LANDFILL/GARBAGE	55.56	
	STORM WATER	73.87	
	FLEX BENEFIT REVOLVING	531.05	
	TOTAL FUNDS	520,057.86	

- ☒ License or Permit Type
- ☒ Privileges / Sub-Permits
- ☒ Premises
- ☒ Ownership
- ☒ Criminal History / Violations
- ☒ Dramshop Verification
- ☒ Document Upload
- ☐ Local Authority
- ☐ Review
- ☐ Attestation / Endorsement

Premises

NEED I

Business Information

*Name of Legal Entity (The name of the individual, partnership, corporation or other similar legal entity that is receiving the income from the alcoholic beverages sold)

*Name of Business (D/B/A)

Gatherings

Farmhouse Catering LC

Indicate how the business will be operated
Limited Liability Company

*Federal Employer ID #

27-0770251

*Business Number of Secretary of State
385337

Tentative Expiration Date

Apr. 24, 2022

Premises Information

Address of Premises:

Address or location

1024 6th St, Nevada, Iowa, Iowa

Search by a location name or address to automatically populate the address fields below (optional)

*Premises Street

1024 6th St

Premises Suite/Apt Number

*Premises City

Nevada

Premises State

Iowa

* Local Authority

City of Nevada

Control of Premises

Own

Is the capacity of your establishment over 200?

Yes

Are other liquor, wine or beer businesses accessible from the interior of your premises?

No

Equipped with tables and seats to accommodate a minimum of 25?

Yes

* # of Floors:

1

of Bathrooms:

2

Premises Type

Convention Center/Hall

Does your premises conform to all local and state health, fire and building laws and regulation?

True

Contact Information

* Contact Name

Evie Peterson

* Business Phone

(515) 230-2717

* Email Address

farmhousecatering@gmail.com


* Phone

(515) 230-2717

Mailing Address:

Address or location

 1024 6th St, Nevada, Iowa

 Search by a location name or address to automatically populate the address fields below (optional)

Mailing Street:

Mailing Suite/Apt Number

1024 6th St

Mailing City

Mailing State

Nevada

Iowa

Mailing Zip/Postal Code

Mailing County

50201

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the April 26, 2021 Council Agenda

Business Name Gatherings 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.

4-16-21
Date

[Signature]
FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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

**NOTICE OF PUBLIC HEARING
AMENDMENT OF FY2020-2021 CITY BUDGET**

Item # 5D
Date: 4/26/21

The City Council of Nevada in STORY County, Iowa
will meet at Nevada Council Chambers
at 6:00 p.m. on 5/24/2021
(hour) (Date)

,for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2021
(year)
by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given.
Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	3,859,776		3,859,776
Less: Uncollected Property Taxes-Levy Year	2	0		0
Net Current Property Taxes	3	3,859,776	0	3,859,776
Delinquent Property Taxes	4	0		0
TIF Revenues	5	949,646		949,646
Other City Taxes	6	989,911		989,911
Licenses & Permits	7	102,750		102,750
Use of Money and Property	8	293,600		293,600
Intergovernmental	9	1,242,986	51,175	1,294,161
Charges for Services	10	3,911,141		3,911,141
Special Assessments	11	1,000		1,000
Miscellaneous	12	2,282,250	15,000	2,297,250
Other Financing Sources	13	16,866,654	1,682,500	18,549,154
Transfers In	14	8,279,362	194,432	8,473,794
Total Revenues and Other Sources	15	38,779,076	1,943,107	40,722,183
Expenditures & Other Financing Uses				
Public Safety	16	1,818,312	163,801	1,982,113
Public Works	17	1,075,480	93,484	1,168,964
Health and Social Services	18	64,550		64,550
Culture and Recreation	19	1,898,752	12,063	1,910,815
Community and Economic Development	20	678,634		678,634
General Government	21	740,889	31,807	772,696
Debt Service	22	1,341,263	194,432	1,535,695
Capital Projects	23	12,943,000	600,000	13,543,000
Total Government Activities Expenditures	24	20,560,880	1,095,587	21,656,467
Business Type / Enterprises	25	8,314,094	1,851,400	10,165,494
Total Gov Activities & Business Expenditures	26	28,874,974	2,946,987	31,821,961
Transfers Out	27	8,279,362	194,432	8,473,794
Total Expenditures/Transfers Out	28	37,154,336	3,141,419	40,295,755
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	29	1,624,740	-1,198,312	426,428
Beginning Fund Balance July 1	30	23,408,826		23,408,826
Ending Fund Balance June 30	31	25,033,566	-1,198,312	23,835,254

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

Derecho Storm Damage, COVID-19 Expenses, Lighting Projects for city buildings, well abandonment and lagoon dredging for the water department, additional projects

There will be no increase in tax levies to be paid in the current fiscal year named above related to the proposed budget amendment. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget.



PROCLAMATION

2021 Economic Development Week Proclamation

WHEREAS, economic development professionals are engaged in a wide variety of settings including rural and urban, local, state, and federal governments, public-private partnerships, chambers of commerce, and universities, helping to create and expand jobs that facilitate growth in these regions; and,

WHEREAS, the creation of new opportunities for businesses and entrepreneurs is a one of several key components to securing the City of Nevada economic future for generations to come; and

WHEREAS, Nevada is committed to fostering a business-friendly climate that will attract and retain employers, enable the community to grow and remain competitive on a global scale, and generate new jobs and opportunities for our citizens; and

WHEREAS, the Nevada Economic Development Council in partnership with the Ames Economic Development Commission is committed to providing quality resources that boost economic growth and enhance quality of life throughout Nevada and Story County;

NOW, THEREFORE, I, Brett Barker, Mayor of the City of Nevada, IA, do hereby proclaim May 9, 2021 through May 15, 2021 as

MAY 9, 2021 THROUGH MAY 15, 2021

as

ECONOMIC DEVELOPMENT WEEK

In appreciation of all our partners in the economic development field do to make the City of Nevada the vibrant and thriving community it is today.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Nevada, Iowa to be affixed this 26th day of April, 2021.



Brett Barker, Mayor



Item # 7A
Date: 4/26/21



▷ 5525 Merle Hay Road | Suite 200 | Johnston, IA 50131
Main 515.278.2913 • Fax 515.278.1646

HRGREEN.COM

April 7, 2021

Mr. Jordan Cook
City of Nevada, Iowa
1209 6th Street
Nevada, Iowa 50201

Re: WWTF Improvements – Phase 1: Partial Payment Application #4 Recommendation

Dear Jordan:

Partial Payment Application #4 for the above project was received and reviewed by our office. Wenthold Excavating is requesting payment for: Mobilization; Influent Trunk Sewer & Effluent Outfall Sewer, Trenched DIP 30 inch; Effluent Outfall Sewer, Trenched, RCP, 30 in; Storm Sewer, Trenched, TCP (III) 54 in.; Sanitary Outfall, RCP Apron, Type 1, 30 in; Storm Sewer, RCP Apron Type 2 54 in.; Footing for Concrete Pipe Apron, Type 1, 30 in; Footing for Concrete Pipe Apron, Type 2, 54 in; Sanitary Manhole, SW-301, 60-inch; Sanitary Manhole, SW-301 60 in. Flat Top; Rip Rap, Class E, Outfall Apron & Bank Protection and line items.

As discussed on site on March 10, 2021, the payment of Footing Concrete Pipe Apron, Type 1, 30 in. (Line item 12) will be reduced to 50% due to non-compliance with the specification requirements for this item. This has been reflected in the requested payment of \$770.00. Future Change Order shall be issued to officially reduce the Contract Price of this line item.

We recommend denying payment at this time for the Sanitary Manholes (Line item 15) (\$20,525.00), as the barrels ordered for San 03 were too short and as such, this manhole is non-conforming to the specification requirements. OnTrack is currently working with their material supplier to get this corrected.

We agree with the items requested for payment within the period, barring the Sanitary Manhole, as requested in Partial Payment Application #4. Also, all certified payrolls have been received for the work requested in the period covered by Partial Payment Application #4 and there are no outstanding issues.

Overall, we recommend payment in the amount of \$173,867.34. If approved, please execute all copies, keep one for your records, return one to Wenthold, and return one to HR Green. Please contact me with any questions regarding this partial payment application.

Sincerely,
HR GREEN, INC.

A handwritten signature in black ink, appearing to read 'Michael Roth'.

Michael Roth, P.E.
Project Manager

Enclosures

Cc: Cory Wenthold, Wenthold Excavating (via email)
Bryan Spriggs, Wenthold Excavating (via email)
Kerin Wright, City (via email)

AIA DOCUMENT G702
APPLICATION NO: 4
PERIOD TO: 3/29/2021
PROJECT NOS:
PAGE ONE OF 1 of 2 PAGES
Distribution to:
☒ OWNER
☐ ARCHITECT
☐ CONTRACTOR

TO OWNER: City of Nevada
PROJECT: Nevada WWTF
ARCHITECT: HR Green
FROM CONTRACTOR:
Wenthold Excavating LLC
CONTRACT FOR: Nevada WWTF

CONTRACT DATE: 10/21/2020
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.
CONTRACTOR:
By: [Signature] Date: 3/29/2021

CONTRACTOR'S APPLICATION FOR PAYMENT
Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 1,133,757.00
2. Net change by Change Orders	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 1,133,757.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 664,608.25
5. RETAINAGE:	
a. 5% % of Completed Work (Column D + E on G703)	\$ 33,230.41
b. % of Stored Material (Column F on G703)	\$ 0
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 33,230.41
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 631,377.84
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 438,011.75
8. CURRENT PAYMENT DUE	\$ 193,366.09
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 502,379.16

State of: California
Subscribed and sworn to before me this: 29th day of March, 2021
Notary Public: CHRISTINE RODRICK
My Commission expires: February 27, 2024
Commission Number 809165

ARCHITECT'S CERTIFICATE FOR PAYMENT
In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 173,867.34
General Contractor
By: _____ Date: _____

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months			
Total approved this Month			
Number	Date Approved		
Totals			\$0.00
NET CHANGES by Change Order			

APPLICATION NO. 1

APPLICATION NO: 4

APPLICATION DATE: 3/29/2021

PERIOD TO: 3/29/2021

[illegible]

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

Progress Estimate - Unit Price Work

Owner:	City of Nevada	Contractor's Application for Payment
Engineer:	HR Green, Inc	Owner's Project No.:
Contractor:	Wenthold Excavating LLC	Engineer's Project No.:
Project:	Nevada WWTF	Contractor's Project No.:
Contract:	Nevada WWTF, City of Nevada	

Application No.: 4 to 03/29/21																							
Application Period: From 02/27/21 to 03/29/21																							
A		B		C		D		E		F		G		H		I		J		K		L	
Bid Item No.		Description		Item Quantity		Units		Unit Price (\$)		Value of Bid Item (C X E)		Contract Information		Work Completed		Materials Currently Stored (not in G)		Work Completed and Materials Stored to Date (H + I)		Value of Item (J / F) (%)		Balance to Finish (F - J) (\$)	
												Value of Bid Item (C X E)		Estimated Quantity Incorporated in the Work		Value of Work Completed to Date (E X G)		Materials Currently Stored (not in G)		Work Completed and Materials Stored to Date (H + I)		Value of Item (J / F) (%)	
Original Contract																							
1	Mobilization	1	LS	47,000.00	47,000.00									0.96	45,000.00			45,000.00		96%		2,000.00	
2	Construction Survey	1	LS	3,500.00	3,500.00									0.83	2,890.00			2,890.00		83%		610.00	
3	Clearing & Grubbing	1	LS	1,500.00	1,500.00									1.00	1,500.00			1,500.00		100%		-	
4	Excavation, Class 10 Reuse on site	75800	CY	1.80	136,440.00									15,390.00				27,702.00		20%		108,738.00	
5	Topsoil, Onsite, Strip, Salvage & Spread	37800	CY	3.50	132,300.00									9,010.00				31,535.00		24%		100,765.00	
6	Influent Trunk Sewer, Trenched, Optional Materials, 30 in	1416	LF	123.25	183,018.00									1,416.00				183,018.00		100%		-	
7	Influent Trunk Sewer & Effluent Outfall Sewer, Trenched, DIP, 30 in	237	LF	330.00	78,210.00									237.00				78,210.00		100%		-	
8	Effluent outfall Sewer, Trenched, RCP, 30 in	490	LF	117.00	57,330.00									490.00				57,330.00		100%		-	
9	Storm Sewer, Trenched, TCP (III), 54 in	282	LF	230.00	64,860.00									282.00				64,860.00		100%		-	
10	Sanitary Outfall, RCP Pipe Apron, Type 1, 30 in	1	EA	3,487.00	3,487.00									1.00				3,487.00		100%		-	
11	Storm Sewer, RCP Apron, Type 2, 54 in	3	EA	6,985.00	20,955.00									3.00				20,955.00		100%		-	
12	Footings for Concrete Pipe Apron, Type 1, 30 in	1	EA	1,540.00	1,540.00									0.50				770.00		50%		770.00	
13	Footings for Concrete Pipe Apron, Type 2, 54 in	3	EA	2,500.00	7,500.00									3.00				7,500.00		100%		-	
14	Triple 54" Culvert Headwall	1	LS	70,000.00	70,000.00									-				-		0%		70,000.00	
15	Sanitary Manhole, SW-301, 60 in	5	EA	20,150.00	100,750.00									4.50				90,675.00		90%		10,075.00	
16	Sanitary Manhole, SW-301, 60 in, Flat Top	1	EA	22,000.00	22,000.00									0.90				19,800.00		90%		2,200.00	
17	Seeding, Fertilizing & BFM Mulching - Type 5	35	AC	2,700.00	94,500.00									-				-		0%		94,500.00	
18	SWPPP Management	1	LS	3,900.00	3,900.00									0.15				585.00		15%		3,315.00	
19	Silt Fence, Installation	25700	LF	1.75	44,975.00									8,276.00				14,483.00		32%		30,492.00	
20	Silt Fence, Maintenance	25700	LF	0.10	2,570.00									-				-		0%		2,570.00	
21	Silt Fence, Removal	25700	LF	0.10	2,570.00									-				-		0%		2,570.00	
22	Rip Rap, Class E, Outfall Apron & Bank Protection	249	TON	63.00	15,687.00									147.75				9,308.25		59%		6,378.75	
23	Rip Rap, Class E, Triple 54" Dissipation	375	TON	63.00	23,625.00									-				-		0%		23,625.00	
24	Rip Rap, Macadam Stone, Triple 54" Dissipation	94	TON	40.00	3,760.00									-				-		0%		3,760.00	
25	Rip Rap, Class E, Triple 54" Inlet Protection	60	TON	63.00	3,780.00									-				-		0%		3,780.00	
26	Stabilized Construction Entrance	1	EA	5,000.00	5,000.00									1.00				5,000.00		100%		-	
27	Concrete Washout	1	EA	3,000.00	3,000.00									-				-		0%		3,000.00	
Original Contract Totals													\$	1,133,757.00	\$	664,608.25	\$	664,608.25	59%	\$	469,148.75		

Unit Price

(c) 2018 National Society of Professional Engineers for EICDC. All rights reserved.

Contractor's Application for Payment

Application No.: 4 Application Period: From 02/27/21 to 03/29/21 Application Date: 03/29/21

[illegible]

RESOLUTION NO. 099 (2020/2021)

A RESOLUTION AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO TAKE APPROPRIATE EMERGENCY MEASURES DURING THE COVID-19 PANDEMIC, 2021

WHEREAS, On March 9, 2020, the Honorable Governor Kim Reynolds has declared a State of Public Health Disaster Emergency in response to the outbreak of Novel Coronavirus 2019 (COVID-19); and

WHEREAS, at that time, the CDC advised that local governments should take immediate action to limit the spread of the virus through social distancing, cancellation of public meetings, limiting public gatherings and events, and implementing additional public health safety and education measures to prevent, contain and, where possible, to mitigate the impact of the virus; and

WHEREAS, on April 13th, 2020, the Nevada City Council passed Resolution 047A (2020/2021) outlining the terms of the original resolution, and the City Council wishes to make minor revisions to the restrictions set forth in that resolution, and

WHEREAS, the City of Nevada determines it to be in the best interest of the public to delegate certain decision-making authority to the Mayor and City Administrator during this time to avoid the necessity of multiple public meetings during this crisis.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEVADA, IOWA,

1. That, consistent with the declarations of the WHO, the federal government, and the Governor of the State of Iowa, a Declaration of an emergency is hereby established by the City Council of Nevada, Iowa.
2. The Council hereby authorizes the Mayor and City Administrator to conduct such emergency measures as may be appropriate to safeguard the public health, safety and welfare of both our residents and visitors.
3. The Council authorizes a one-time increase of the signing thresholds for the Mayor and City Administrator for signing contracts of \$100,000 and for single checks \$100,000 without the prior approval of Council, but to be presented at the next Council meeting, or on a monthly basis to the Council for ratification.
4. The Council authorizes the Mayor Pro Tem to sign as an alternate signatory on contracts and checks for the Mayor on behalf of the City, should he be unavailable, and for the City Clerk to sign contracts, checks and agreements on behalf of the City Administrator, should he be unavailable.
5. No checks may be written in relation to any contract authorized under this resolution without certification by the City Clerk that the appropriate funds exist to meet the obligation, nor any contract or agreement entered into without the review and approval of the City Attorney.
6. The Council authorizes the implementation of electronic mechanisms for the conduct of City business, including staff meetings, planning meetings, and telephonic participation by the Council of such Council Meetings and advisory boards and committees as necessary. Such

meetings shall be published, as required, recorded and made public on the City website or by email, upon request, as soon as possible.

7. The Council authorizes the following:

a. The City Administrator may set such safeguards for the public and employees regarding employees that become ill as are reasonable to protect the health and safety of staff and the public, consistent with the most current public health guidelines and advisories.

b. That the Council authorizes that the Mayor and City Administrator are authorized to enter into any MOU's, shared services agreements, and contracts as may be necessary to provide the continued operation of services in a time of depleted staff or increased need due to this state of emergency with other governmental, quasi-governmental or private entities and may similarly assist other governmental entities, utilities, health services and entities engaged in the delivery of essential services to the community necessary for the continued public health, welfare and safety of the community.

c. That the Council authorizes the Mayor, City Administrator and City Clerk to prepare for, expend resources in anticipation of, and to apply for such state and federal assistance as may be anticipated or allocated as related to the states of emergency.

d. That the Council authorizes the City Clerk to establish an emergency account and to fund said account in the amount of \$250,000 for the tracking and finding of such costs as may result from or be needed to address the health emergency, including: over-time, contract labor, computers, smart phones, electronic equipment and telecommunications services, etc. as may be necessary for remote and work at home arrangements, and such preventative and safety equipment and supplies as antiseptic, masks, gloves, etc.

PASSED and approved this 26th day of April, 2021, by the City Council of the City of Nevada, Iowa.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 099 (2020/2021) be adopted.

AYES: _

NAYS: _

ABSENT: _

The Mayor declared Resolution No. 099 (2020/2021) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 099 (2020/2021) at the regular Council Meeting of the City of Nevada, Iowa, held on the 26th day of April, 2021.

Kerin Wright, City Clerk

RESOLUTION NO. 047C (2019/2020)

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO TAKE
APPROPRIATE EMERGENCY MEASURES DURING THE COVID-19 PANDEMIC, AMENDED**

WHEREAS, On March 9, 2020, the Honorable Governor Kim Reynolds has declared a State of Public Health Disaster Emergency in response to the outbreak of Novel Coronavirus 2019 (COVID-19); and

WHEREAS, On March 11, 2020, the World Health Organization declared the COVID-19 outbreak a global pandemic; and

WHEREAS, On March 13, 2020, President Donald J. Trump issued a proclamation declaring that the COVID-19 outbreak in the United States constitutes a national emergency; and

WHEREAS, multiple cases of COVID-19 have been confirmed in Iowa, and the Iowa Department of Public Health has determined that community spread of COVID-19 is occurring within our state; and

WHEREAS, the CDC has advised that local governments should take immediate action to limit the spread of the virus through social distancing, cancellation of public meetings, limiting public gatherings and events, and implementing additional public health safety and education measures to prevent, contain and, where possible, to mitigate the impact of the virus; and

WHEREAS, on April 13th, 2020, the Nevada City Council passed Resolution 047A (2019/2020) outlining the terms of the original resolution, and the City Council wishes to make minor revisions to the restrictions set forth in that resolution, and

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2. The Council hereby authorizes the Mayor and City Administrator to conduct such emergency measures as may be appropriate to safeguard the public health, safety and welfare of both our residents and visitors.

3. The Council authorizes a one-time increase of the signing thresholds for the Mayor and City Administrator for signing contracts of \$100,000 and for single checks \$100,000 without the prior approval of Council, but to be presented at the next Council meeting, or on a monthly basis to the Council for ratification.

4. The Council authorizes the Mayor Pro Tem to sign as an alternate signatory on contracts and checks for the Mayor on behalf of the City, should he be unavailable, and for the

City Clerk to sign contracts, checks and agreements on behalf of the City Administrator, should he be unavailable.

5. No checks may be written in relation to any contract authorized under this resolution without certification by the City Clerk that the appropriate funds exist to meet the obligation, nor any contract or agreement entered into without the review and approval of the City Attorney .

6. The Council authorizes the implementation of electronic mechanisms for the conduct of City business, including staff meetings, planning meetings, and telephonic participation by the Council of such Council Meetings and advisory boards and committees as necessary. Such meetings shall be published, as required, recorded and made public on the City website or by email, upon request, as soon as possible.

7. The Council authorizes, consistent with the recommendations of the CDC, the following:

~~a. That all City public events, trainings and meetings and any events, trainings and meetings planned to be held in or on City property are hereby cancelled until further notice, with the status to be reviewed every 30 days.~~

b. That all out-of-state travel or trainings for City business are hereby cancelled, with the status of this prohibition to be reviewed every 30 days and any requests for exceptions for public safety or other essential services to be reviewed on a case by case basis by the City Administrator.

c. The City Administrator may set such safeguards for the public and employees regarding employees that travel out of the area or that become ill as are reasonable to protect the health and safety of staff and the public, consistent with the most current public health guidelines and advisories.

d. That all non-essential programs of the City that involve significant interaction with residents or groups from outside the state or region that might increase staff or local residents to an increased threat of exposure to the virus shall be cancelled, with this prohibition to be reviewed every 30 days, and with no exceptions.

~~e. That all non-essential facilities of the City that involve significant interaction with residents or groups from outside the state or region that might increase staff or local residents to an increased threat of exposure to the virus shall be cancelled, with this prohibition to be reviewed every 30 days.~~

f. That the Council authorizes that the Mayor and City Administrator are authorized to enter into any MOU's, shared services agreements, and contracts as may be necessary to provide the continued operation of services in a time of depleted staff or increased need due to this state of emergency with other governmental, quasi-governmental or private entities and may similarly assist other governmental entities, utilities, health services and entities engaged in the delivery of essential services to the community necessary for the continued public health, welfare and safety of the community.

g. That the Council authorizes the Mayor, City Administrator and City Clerk to prepare for, expend resources in anticipation of, and to apply for such state and federal assistance as may be anticipated or allocated as related to the states of emergency.

h. That the Council authorizes the City Clerk to establish an emergency account and to fund said account in the amount of \$250,000 for the tracking and finding of such costs as may result from or be needed to address the health emergency, including: over-time, contract labor, computers, smart phones, electronic equipment and telecommunications

services, etc. as may be necessary for remote and work at home arrangements, and such preventative and safety equipment and supplies as antiseptic, masks, gloves, etc.

PASSED and approved this 22nd day of June, 2020, by the City Council of the City of Nevada, Iowa.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Moved by Council Member Brian Hanson, seconded by Council Member Dane Nealson, that Resolution No. 047C (2019/2020) be adopted.

AYES: Hanson, Nealson, Sampson, Ehrig, Mittman
NAYS: Spence
ABSENT: None

The Mayor declared Resolution No. 047C (2019/2020) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 047C (2019/2020) at the regular Council Meeting of the City of Nevada, Iowa, held on the 22nd day of June, 2020.

Kerin Wright, City Clerk

City of Nevada

Item # 8A
Date: 4/26/21

Neighborhood Improvement Incentive Program ~~2018 - 2019~~ Application

4/13/21

Overview

Purpose:

The purpose of this grant program is to assist organizations, residents, and business owners within the City of Nevada to strengthen their neighborhood's appearance, to promote the area to visitors, and to improve the quality of life.

Eligible Applicants:

- ◆ Eligible applicants are property owners of residential or commercial property in the city limits of Nevada who are committed to improve neighborhoods, promote the area, and improve the quality of life.

Eligible Projects to be Considered for Funding:

- ◆ Projects that demolish a residential or commercial structure, including capping utilities, grading and seeding the area, and for the City to acquire property.

Options:

A. Maintain ownership – demolish structure, including capping utilities, grading and seeding the area. Grants will be awarded on a minimum 50/50 cash match basis. Also, grants are set up on a reimbursement basis and payable upon completion of the project. Maximum request is \$10,000, minimum request is \$500.00.

B. Transfer property to City – costs to the City cover title opinion, transfer of deed, and any other legal costs for the City to acquire the property. The property owner makes an offer of a gift of property to the City.

- ◆ Projects must be completed within the one fiscal year of which the project is approved for.
- ◆ Before and after pictures are required for funding.
- ◆ Work is done by a licensed professional who is permitted and inspected to do such work.

Grant Application Process:

- ◆ Written bid(s) for each expense must be attached to your application.
- ◆ The City Administrator and the Building and Zoning Official will make final recommendations to the City Council regarding which projects should be funded.

For More Information/Questions:

Contact the City Administrator, City Clerk or Building and Zoning Official at 515-382-5466.

Applicant Information

Organization Name: Cary & Sherri Martin Project Name: 1718 2nd to townhomes

Contact Person: Cary Martin Mailing Address: 404 I Ave

City, State, Zip: Nevada ID 89201 Daytime Phone Number: 515 290 7368

Fax: _____ E-mail: SherriLynnMartin2@gmail.com

Total Project Cost: \$13434.91 Amount requesting from this grant program: \$6727.00

Project Address: 1718 2nd St + Nevada 6717.46

Project Description: Demo House + garage + concrete

Cary Martin Construction, Inc.


404 I Ave
Nevada, IA 50201

Invoice

Date	Invoice #
4/12/2021	665

Bill To
Cary and Sherri Martin 404 I Ave Nevada, IA 50201

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	DEMO OF 1718 2ND STREET DUMPSTERS DEMO HOUSE AND GARAGE LABOR DEMO CONCRETE AND HAUL AWAY	3,434.91 6,400.00 3,600.00	3,434.91 6,400.00 3,600.00
		Total	\$13,434.91

RESOLUTION NO. 100 (2020/2021)

A RESOLUTION: (1) SETTING REQUIREMENTS FOR THE SALE OF CERTAIN PROPERTY LOCATED WITHIN THE AMENDED AND RESTATED URBAN RENEWAL AREA; (2) DETERMINING THAT THE PROPOSAL SUBMITTED BY A POTENTIAL PURCHASER SATISFIES THE REQUIREMENTS AND DECLARING THE INTENT OF THE CITY TO ACCEPT THE PROPOSAL PROPOSED, IN THE EVENT THAT NO COMPETING PROPOSALS ARE SUBMITTED; AND (3) SOLICITING COMPETING PROPOSALS.

WHEREAS, by Resolution No. 046 (2012/2013), adopted December 12, 2012, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Amended and Restated Urban Renewal Plan; and

WHEREAS, the Plan provides, among other things, for the disposition of property to promote commercial and industrial development in the Urban Renewal Area; and

WHEREAS, a developer (the "Developer") has proposed to purchase the property owned by the City to establish a storage warehouse facility as anticipated by the Plan, for the purchase price of \$15,000 per acre. The property is legally described as:

LOT 3 OF AIRPORT ROAD, PLAT 6 IN THE CITY OF NEVADA, STORY COUNTY, IOWA

SAID TRACT OF LAND BEING SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS OF RECORD.

SAID TRACT OF LAND CONTAINS 51.20 ACRES (the "Property"); and

WHEREAS, in order to establish reasonably competitive bidding procedures for the disposition of the Property in accordance with the statutory requirements of Chapter 403, Code of Iowa, and particularly section 403.8, and to assure that the City extends a full and fair opportunity to all developers interested in submitting a proposal, a summary of submission requirements that each proposal must satisfy in order to qualify for consideration is described herein; and

WHEREAS, to both recognize the proposal for the sale of the Property already received by the City, and to give full and fair opportunity for other developers interested in submitting a proposal for the sale of the Property, this Council hereby establishes by resolution:

1. The fair market value of the Property for uses in accordance with the Plan.
2. Approves the minimum requirements for the purchase of the Property.
3. Approves the Developer's general terms, subject to modifications and revisions as determined appropriate by Council.
4. Sets a date for receipt of competing proposals and the opening thereof, and provides for review of such proposals with recommendations to this Council.
5. Declares that the proposal submitted by the Developer satisfies the requirements of the offering, and that in the event no other qualified proposal is timely submitted, that the City intends to accept such proposal and enter into the Development Agreement and direct publication of notice of said intent.
6. Approves and directs publication of a notice to advise and would-be competitors of the opportunity to compete for the sale and purchase of the Property on the terms and conditions set forth herein.

WHEREAS, this Council believes it is in the best interest of the City and the Plan to act as expeditiously as possible to offer this Property as set forth herein.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF NEVADA, IOWA:

1. The real property described in the proposal submitted by the Developer consisting of property owned by the City shall be offered for sale by the City in accordance with the terms and conditions contained in this Resolution.
2. It is hereby determined that in order to qualify for consideration for selection, each developer must submit a proposal which:
 - a. Contains a proposal on terms no less favorable to the City than those set forth in the proposal by the Developer, which includes a purchase price of \$15,000.00 per acre, the creation of at least 40 competitive jobs with benefits, construction completed within eighteen (18) months of closing on the purchase of the Property, and development goals determined acceptable to the City and in compliance with the Plan;
 - b. Sets out or provides through other means acceptable to the City the developer's experience and qualifications for conforming with the Plan;
3. It is hereby determined that the proposal submitted by the Developer, subject to modifications as determined appropriate by the City Council and negotiation of a detailed Purchase Agreement, satisfies the requirements of the offering and, in the event that no other qualified proposals are timely submitted, the City intends to accept said proposal;
4. It is hereby determined that the Developer possesses the qualifications, financial resources, and legal ability necessary to acquire and purchase the Property in the manner proposed by this offering and in accordance with the Plan;
5. The City Clerk shall receive and retain for public examination the proposal submitted by the Developer and, in the event no other qualified proposals are timely submitted, shall resubmit the same to this Council for final approval and execution upon expiration of the notice period hereinafter prescribed.
6. This action of the Council shall be considered to be and does hereby constitute notice to all concerned of the intention of this Council, in the event that no other qualified proposals are timely submitted, to accept the proposal of the Developer to acquire and purchase the Property and to enter into a Purchase Agreement by and between the City and the Developer;
7. The official notice of this offering and the intent of the City, in the event no other qualified proposals are timely submitted, shall be a true copy of the Resolution, but without the attachments referenced herein. The attachments shall be on file for public inspection at the office of the City Clerk, City Hall, 1209 6th Avenue, Nevada, Iowa;
8. The City Clerk is authorized and directed to secure immediate publication of said Official Notice in a newspaper of general circulation in the community, by publication of the text of this resolution on or before April 29, 2021, or such date as determined appropriate by City officials;
9. Written proposals for the sale and purchase of the Property will be received by the City Clerk at or before 11:00 o'clock a.m. on June 1, 2021 in the City Clerk's Office. Each proposal will then be opened and all proposals will be presented to the City Council at 6:00 P.M. on June 14, 2021, at a meeting to be held in the Council Chambers, City Hall, Nevada, Iowa.

10. The Property shall be competitively offered for sale and purchase on the terms and conditions set forth herein and such offering shall be in substantial conformance with the provisions of section 403.8(2) of the Iowa Code, requiring “reasonable competitive bidding procedures.”

11. A public hearing will be held on the proposal to sell the Property at 6:00 P.M. on June 14, 2021, at a meeting to be held in the Council Chambers, City Hall, Nevada, Iowa. Following the public hearing, the City Council may determine to dispose of the Property to the Developer, or in the event additional proposals are received, to the developer whose proposal, if carried out, would be in the best interests of the City in light of the Plan and development objectives of the City.

12. The City Clerk is hereby nominated and appointed as the agent of the City of Nevada, Iowa, to receive proposals for the sale and purchase of the Property at the date and according to the procedures hereinabove specified for receipt of such proposals and to proceed at such time to acknowledge receipt of each such proposals. The City Administrator is hereby authorized to make a preliminary analysis of each such proposal for compliance with the minimum requirements established by this Council hereinabove and to advise the Council with respect hereto. For each such proposal that satisfies these requirements, the Council shall judge the strength of the proposal by the competitive criteria established hereinabove and shall make the final evaluation and selection of the proposal.

PASSED AND APPROVED this 26th day of April, 2021.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 100 (2020/2021) be adopted.

AYES: -
NAYS: -
ABSENT: -

The Mayor declared Resolution No. 100 (2020/2021) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 100 (2020/2021) at the regular Council Meeting of the City of Nevada, Iowa, held on the 26th day of April, 2021.

Kerin Wright, City Clerk



February 24, 2021

Don Juhl
P.O. Box 530
Nevada, Iowa 50201

RE: Hearing for 536 4th Street

Mr. Juhl:

The City has received your request and will hold a hearing on April 26th 2021 during the regularly scheduled City Council meeting in the City Council Chambers at City Hall, 1209 6th Street at 6:00 pm.

If you have any questions please do not hesitate to contact me at the telephone number or address above.

Sincerely,

Shawn Cole
Building & Zoning Official

Donald G.

Attorney at Law

donjuhlaw@yahoo.com
Phone & FAX: 515.382.4292
Cell Phone: 515.450.0262

616 J Avenue, P.O. Box 25
Nevada, IA 50201

FEB 22 2020

February 17, 2021

City Clerk of the City of Nevada, Iowa
P.O. Box 530
Nevada, IA 50201

In re: Notice from the Zoning Enforcement Supervisor. re 536 4th Avenue dated February 1, 2021

Dear Madam Clerk:

Please be advised that I represent Mr. Todd MacVey, Member-Manager of MacVey Investments, LC, recipient of the City of Nevada's Notice of Unsafe & Dangerous Building dated February 1, 2021.

Pursuant to the Notice to Mr. MacVey and his limited liability company, he requests a hearing before the city council as to whether or not a nuisance exists.

Due to the fact that I will be absent from the state for a good portion of the month of March, I respectfully request that hearing not occur until the month of April, on a date convenient with the council's schedule.

Thank you for your kind attention to this matter. I look forward to hearing from you.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Donald G. Juhl", is written over a horizontal line.

Donald G. Juhl
Attorney for Mr. MacVey and MacVey Investments, LC

Donald G.

Attorney at Law

donjuhllaw@yahoo.com
Phone & FAX: 515.382.4292
Cell Phone: 515.450.0262

616 J Avenue, P.O. Box 25
Nevada, IA 50201

FEB 22 2020

February 17, 2021

City Clerk of the City of Nevada, Iowa
P.O. Box 530
Nevada, IA 50201

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Thank you for your kind attention to this matter. I look forward to hearing from you.

Very truly yours,



Donald G. Juhl
Attorney for Mr. MacVey and MacVey Investments, LC



MEMO

To: Nevada Mayor and City Council

From: Larry Stevens, PE

Subject: Monthly Project Update from HR Green

Date: April 22, 2021

On-Call Engineering Services - 40100100

- Developed updated concepts for the Gateway Signage and exhibit for private property location
- Reviewed and approved revised drainage plan for the Verbio Expansion site
- Reviewed and requested appropriate drainage plan for the USDA Building site on Fawcett Parkway
- Developing a concept for a 28-acre proposed subdivision at 5th Street and T Avenue
- Attended monthly CIRTPA meeting
- Participated in the annual Burke Corporation/City meeting on April 19
- Assisting Harold See with WWTF NPDES permit renewal application; awaiting final testing results
- Assisting with development of Verbio North America wastewater treatment agreement; met with City staff to review draft agreement

Central Business District Infrastructure Improvements – 180306

- Work resumed in early March, starting with the installation of storm sewer in the N-S alley from j J Avenue to K Avenue between 5th and 6th Streets
- Pavement on K Avenue from 5th Street to 6th Street was removed, and utility installations have begun
- Reviewed and recommended for approval Pay Request #10
- We have completed redesign of the driveway to Good and Quick on Lincoln Highway as requested by the owner. A Change Order will be presented to Council for approval at the May 10 meeting.
- Due to extremely wet conditions and downspouts draining into the excavated alley above, it was necessary to use crushed concrete as fill, instead of the wet excavated material. A Change Order for only the cost of the material will be presented to the Council for approval at the May 10 Council Meeting.

Sponsored Projects - 191900

Nevada Sponsored Project 2021 Application – 191900.01

The sponsored project application was submitted to the IDNR on behalf of Nevada in late February 2021, before the March 1st deadline. This is the 2nd sponsored project application the City has made. The prior application was successfully awarded \$2.0M in December 2020. The current application requested the maximum amount possible based on application criteria - \$1.0M. We anticipate a response from the funding authority by the middle of May, with confirmation of the response coming from the Environmental Protection Commission in June.

Nevada Sponsored Project Concept Design – 191900.02

Contract includes field survey and conceptual design according to IDNR checklist requirements for 6 project sites, including West Indian Creek, a local tributary to West Indian Creek, Harrington Park, North Stormwater Facility, SCORE Park and Wilson Pond. Field work is underway, including stream survey, wetland delineation and geotechnical investigations. Conceptual designs for SCORE Park and Wilson pond are underway. Work on the North Stormwater Facility concept is paused pending further discussion between the City and private property owners. Based on the current schedule, concept plans are anticipated over the next several weeks with a final 30% concept delivered at the end of May.

GIS Services - 181696

- Water Hydrant data input for Hydrant Flushing
 - Most hydrant data has been incorporated into City's GIS.
 - Waiting for input back from City regarding some hydrants missing some location information to tie back into City GIS.
- Urban Forest Tree Inventory
 - HR Green is building database to store Tree Inventory information
 - HR Green will be building an application for viewing this information through City's GIS ArcGIS Online Organization
- Water Main Updates
 - Shawn Ludwig provided some updates that need to be made to City's Water Main locations, and HR Green is making these updates to City's GIS
- Cemetery Project
 - HR Green will be collecting Headstone locations at the Municipal Cemetery. Photos of each headstone will be uploaded into GIS and made available through the City's ArcGIS Online Organization via a web application. This work will be starting as early as the week of April 19th. Data Collection is expected to be completed in 2 weeks unless weather is a factor.

2021 Streets Project - 201191

- 11th Street From U to W Avenues – full depth asphalt roadway with open ditches. Plans have been completed and quantities prepared.
- Lincoln Highway mill and overlay from the bridge over the UPRR Connector Track to approximately 1900' east – 60% plans completed.
- S-14 (W 4th Street) from M Avenue to North of Railroad underpass – planning on complete reconstruction of street with concrete pavement. Survey has been completed and design is 30% completed.

Wastewater Treatment Facility - 160473

- Phase 1, Site Preparation: Providing CPS with Wenthold Excavating
- Phase 2, WWTF Plant: Held pre-construction meeting with WBCI on 4/12
- Phase 3, Lift Station, Force Main, and Trunk Sewer: Working on design of facilities. Attended Story County Board of Supervisors meeting on 4/13 to discuss trunk sewer alignment issues/concerns along County Road S14

Jordan Well No. 4 Abandonment - 191227

- HR Green has Completed Preliminary Drawings and Specifications and reviewed with City staff.
- Northway Well has completed the televising of the existing well to confirm casing integrity and identify any obstructions. HR Green is reviewing televising results and will update Drawings/Specifications as needed.

American Water Infrastructure Act - 201437

- HR Green has completed initial site visit.
- HR Green has met with City staff as part of 2 workshops to review preliminary documents associated with the Risk and Resiliency Assessment.
- On schedule for RRA completion by EPA's June 30th deadline.



NEVADA PUBLIC SAFETY DEPARTMENT

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



Ricardo Martinez II
Public Safety Director
Chief of Police

Tuesday, April 13th, 2021

Dane Nealson, President
Runners United Nevada
Phone: (319-331-6014)
runnersunitednevada@gmail.com

Reference: RUN Country Fest & 5K

Dear Dane:

I have received your letter dated 3/10/2021. This event is to take place on Saturday, 5/22/2021, with an initial start time of 4:30p.m. The race route starts and ends at Billy Sunday Field, located at the southeast corner from the intersection of W 3rd St (aka S-14) and W I Avenue, also known as the Story County Fairgrounds. The event will be utilizing the Nevada Trail system, however, you will have volunteers assisting with runners and traffic.

Your request is approved.

An officer will not be specifically tasked to this event. The on-duty officer will assist as time and calls for service warrant. Remember a call for service requiring the officer to respond may cause an officer not to be available or to leave during the event. The on-duty officer will have the number you have provided should communication be required.

Volunteers will be required to wear a city approved high visibility vest. You may provide your own or borrow vests from the Nevada Public Safety Department at no cost. While you are not requesting any traffic control devices, the City of Nevada has barricades, cones, and other equipment which may be utilized for this event; make arrangements with Jeremy Rydl, City of Nevada Public Works Director. Mr. Rydl can be reached weekdays between 8:00 a.m. and 3:00 p.m. by calling his office at 515-382-4813. It is your responsibility to make these arrangements. Be aware there are rental and deposit fees associated with the use of city equipment.

The City of Nevada is not liable for any injuries or other claims made by anyone associated with this event. You are responsible for obtaining any liability insurance necessary to protect you against any claims which may be brought in connection with this.

Reference: RUN Beer Garden

Your letter indicates you are requesting to host a beer garden at the Story County Fairgrounds at the Bob Williams Pavilion in connection with the run. The beer garden is to start at 5:00pm and end at midnight, a total of 7 hours.

This request is APPROVED under the following conditions:

- A map of the dimensions of the beer garden to be approved by the City of Nevada
- No Parking of vehicles north of the building, up to and including the south side of the access road
- All Fire Inspections requirements are met and approved by the Director of Fire and EMS
- Licensing and approval from the Alcohol Beverage Division (ABD) is in place
- Current Dram Shop Insurance is in place and filed with ABD and the City of Nevada
- Allow Emergency access if necessary
- Police Services

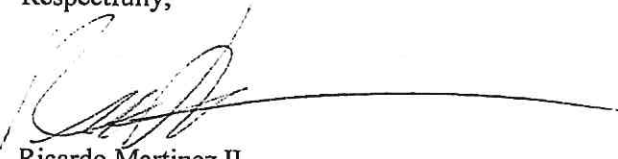
The Nevada Public Safety Department will provide "No Parking" signs at no cost to you. Call in advance to pick up the signs at the police station. You will be required to post the signs in advance of this event.

In your email dated 3/29/2021, you have elected to purchase police services from the City of Huxley. Officers to be providing these services are required to be Certified Police Officers. A letter from the Chief of Police from the City of Huxley will be needed to verify Huxley Police Department will be providing these services. The officers will need to be on scene a half hour before the beer garden begins; in this case, by 4:30p.m., and will remain until the beer garden has closed.

As stated previously for the 5K run, you are responsible for obtaining any liability insurance necessary to protect you against any claims brought in connection with this event. The City of Nevada is not liable for any injuries or claims made by participants.

If you have any questions please contact me. I am sure this event will be very well received by the community; a welcomed break from the COVID-19 lockdown. A scanned copy of the approval should be sufficient for any questions that may occur.

Respectfully,

A handwritten signature in black ink, appearing to read 'Ricardo Martinez II', followed by a long horizontal line extending to the right.

Ricardo Martinez II
Public Safety Director/Chief of Police

Cc: Jordan Cook, Nevada City Administrator
Jeremy Rydl, Nevada Public Works Director
Command Staff, Nevada Public Safety Department
Mayor, City Council



NEVADA PUBLIC SAFETY DEPARTMENT

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



Ricardo Martinez II
Public Safety Director
Chief of Police

Tuesday, April 13th, 2021

Nicole Rolfes
Alpha Phi|Zeta Delta – Director of Events
Alpha Phi Chapter
307 Ash Avenue
Ames, IA 50014
M: 515-344-1653
E: nicolerolfes2018@gmail.com

Reference: Sorority Event on Friday, April 23rd, 2021

Dear Nicole,

Thank you for contacting the Nevada Public Safety Department to provide policing services for your event on Friday, April 23rd, 2021. Per our phone conversation earlier today you are requesting police services at Farmhouse Gatherings, 1024 6th Street, Nevada, Iowa. The event will start at 6:00pm and conclude at 8:00pm. You anticipate between 170-180 participants. Per your email dated Tuesday, April 13th, 2021, the Collegiate Panhellenic Council advised as this is a non-alcoholic event, sober monitors will not be required. However, your organization will have four to six monitors present.

You will need two Officers to provide police services. The cost of Officers will be \$72 per hour per Officer, two hour minimum. Officers are required to be on scene thirty minutes before the start of the event. Officers will be at Farmhouse Gatherings at 5:30p.m. until the conclusion of the event, 8:00pm. Two Officers for 2.5 hours will cost \$360. Please consider this letter an Invoice for these services.

This fee is required to be paid in advance to the Nevada Public Safety Department. This may be paid in person at the Nevada Public Safety Department or mailed to the address listed in the letterhead of this document. Check and cash are acceptable. If this is paid via a credit card there is an addition fee.

This scanned letter should suffice in any questions arise concerning this event. If you have any questions or concerns please contact me. I am sure your event will be successful for everyone involved.

Respectfully,

Ricardo Martinez II
Public Safety Director
Chief of Police

CC: Jordan Cook, Nevada City Administrator
NPSP Command Staff
Mayor, City Council



NEVADA PUBLIC SAFETY DEPARTMENT

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



Ricardo Martinez II
Public Safety Director
Chief of Police

Tuesday, April 13th, 2021

Quinn Hemesath
Vice-President of Programming
Beta Theta Pi
2120 Lincoln Way
Ames, IA 50014
M: 641-330-0702 (Drew Moine, President)
Main contact: Quinn Hemesath
M: 515-393-9508
E: quinn.hemesath@gmail.com

Reference: Fraternity Event on Friday, April 16th, 2021

Dear Quinn,


Thank you for contacting the Nevada Public Safety Department to provide policing services for your event on Friday, April 16th, 2021. Per your email you are requesting police services at Farmhouse Gatherings, 1024 6th Street, Nevada, Iowa. The event will start at 7:00pm and conclude at 9:00pm. You anticipate about 140 participants; there will be about ten non-alcohol consuming monitors assisting with at this event. You advise this will be a non-alcoholic event, following the university's latest COVID protocol, and monitors will be attuned to possible violators.

You will need two Officers to provide police services. The cost of Officers will be \$72 per hour per Officer, two hour minimum. Officers are required to be on scene thirty minutes before the start of the event. In this case Officers will be at Farmhouse Gatherings at 6:30p.m. and will remain until the conclusion of the event, 9:00pm. Two Officer for 2.5 hours will be \$360. Please consider this letter an Invoice for these services.

The fee for police services is required to be paid in advance to the Nevada Public Safety Department. This may be paid in person at the Nevada Public Safety Department. Check and cash are acceptable. If this is paid via a credit card there is an addition fee.

This scanned letter should suffice in any questions arise concerning this event. If you have any questions or concerns, please feel free to contact me. I am sure your event will be successful for everyone involved.

Respectfully,


Ricardo Martinez II
Public Safety Director
Chief of Police

CC: Jordan Cook, Nevada City Administrator
NPSD Command Staff
Mayor, City Council

