



**AGENDA**  
**REGULAR MEETING OF THE NEVADA CITY COUNCIL**  
**MONDAY, JUNE 28, 2021 – 6:00 P.M.**  
**NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6<sup>TH</sup> STREET**

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

<https://us02web.zoom.us/j/87961733099?pwd=UERoTDIIUXZHczZlQl9ML0ZOeElOdz09>

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

Webinar ID: 879 6173 3099 Password: 287321

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

***Please call City Hall at 515-382-5466 or email [kwright@cityofnevadaiaowa.org](mailto:kwright@cityofnevadaiaowa.org) by 4:00 p.m. **Monday, June 28, 2021*****

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. New City Website Review
5. MIC Insurance, ICAP and IMWCA Renewal
6. Approval of CONSENT AGENDA (Any item on the Consent Agenda may be removed for separate consideration.)
  - A. Approve Minutes of the Regular Meeting and Workshop held on June 14, 2021
  - B. Approve Payment of Cash Disbursements, including Check Numbers 75913-76001 and Electronic Numbers 955-962 (Inclusive) Totaling \$1,268,636.24 (See attached list)
  - C. Approve Financial Reports for Month of May, 2021

- D. Resolution No. 113 (2020/2021): A Resolution approving US Department of Treasury Coronavirus Local Fiscal Recovery Fund Award and Assurances and authorize the Mayor or Clerk to sign necessary documents
- E. Authorize Payment of \$40,861 to Iowa Municipal Workers Company Association for FY 2021/2022 Insurance after July 1, 2021
- F. Authorize Payment of \$199,032 to Iowa Communities Assurance Pool for FY 2021/2022 Insurance after July 1, 2021

## 7. MAYOR'S APPOINTMENTS

- A. Library Board: New appointments James Woodard and Theresa Presley
- B. Nevada Senior Community Center: New Appointment Dee Monson

- 8. 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.

## 9. OLD BUSINESS

- A. Ordinance No. 1018 (2020/2021): An Ordinance Amending Chapter 15 and 17, Mayor and Council Compensation, second reading
- B. Wastewater Treatment Facility Improvements, Phase 1
  - 1. Approve Change Order No. 1 in the amount of \$3,574.80
  - 2. Approve Pay Request No. 7 in the amount of \$527.25
  - 3. Resolution No. 114 (2020/2021): A Resolution approving substantial completion and authorizing the city clerk to release retainage in 30 days.

## 10. NEW BUSINESS

- A. Resolution No. 115 (2020/2021): A Resolution establishing Fiscal Years 21/22, 22/23 and 23/24 Salary Ranges and July 1, 2021 Wage for Non-Union Staff
- B. Resolution No. 116 (2020/2021): A Resolution to provide notice of hearing on proposed plans, specifications, form of contract, and estimate of cost for the Jordan Well No. 4 Plugging and Demolition Project, and the taking of bids therefor
- C. Resolution No. 117 (2020/2021): A Resolution approve lease agreement for Gates Hall
- D. Resolution No. 118 (2020/2021): A Resolution declaring Intent to provide Economic Development Support to Development Project at 99 M Avenue

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

## 12. ADJOURN

The agenda was posted on the official bulletin board on June 24, 2021, in compliance with the requirements of the open meetings law.

Posted \_\_\_\_\_

- D. Resolution No. 113 (2020/2021): A Resolution approving US Department of Treasury Coronavirus Local Fiscal Recovery Fund Award and Assurances and authorize the Mayor or Clerk to sign necessary documents
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  - 1. Approve Change Order No. 1 in the amount of \$3,574.80
  - 2. Approve Pay Request No. 7 in the amount of \$527.25
  - 3. Resolution No. 114 (2020/2021): A Resolution approving substantial completion and authorizing the city clerk to release retainage in 30 days.

## 10. NEW BUSINESS

- A. Resolution No. 115 (2020/2021): A Resolution establishing Fiscal Years 21/22, 22/23 and 23/24 Salary Ranges and July 1, 2021 Wage for Non-Union Staff
- B. Resolution No. 116 (2020/2021): A Resolution to provide notice of hearing on proposed plans, specifications, form of contract, and estimate of cost for the Jordan Well No. 4 Plugging and Demolition Project, and the taking of bids therefor
- C. Resolution No. 117 (2020/2021): A Resolution approve lease agreement for Gates Hall
- D. Resolution No. 118 (2020/2021): A Resolution declaring Intent to provide Economic Development Support to Development Project at 99 M Avenue

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

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Posted June 24, 2021

E-Mailed: June 24, 2021



**AGENDA MEMO**  
**REGULAR MEETING OF THE NEVADA CITY COUNCIL**  
**MONDAY, JUNE 28, 2021 – 6:00 P.M.**  
**NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6<sup>TH</sup> STREET**

**9. OLD BUSINESS**

- A. Ordinance No. 1018 (2020/2021): An Ordinance Amending Chapter 15 and 17, Mayor and Council Compensation, second reading. **Enclosed you shall find the ordinance to amend the Mayor and Council compensation with the requested changes from the first reading.**
- B. Wastewater Treatment Facility Improvements, Phase 1
  - 1. Approve Change Order No. 1 in the amount of \$3,574.80. **Enclosed you shall find the change order and memo from HRG for the wastewater treatment facility project. HRG has reviewed and recommends approval.**
  - 2. Approve Pay Request No. 7 in the amount of \$527.25. **Enclosed you shall find the final pay request and memo from HRG for the wastewater treatment facility, phase 1. HRG has reviewed and recommends approval.**
  - 3. Resolution No. 114 (2020/2021): A Resolution approving substantial completion and authorizing the city clerk to release retainage in 30 days. **Enclosed you shall find a memo and resolution regarding the completion of the wastewater treatment facility phase 1 project. HRG recommends approving completion and releasing retainage.**

**10. NEW BUSINESS**

- A. Resolution No. 115 (2020/2021): A Resolution establishing Fiscal Years 21/22, 22/23 and 23/24 Salary Ranges and July 1, 2021 Wage for Non-Union Staff. **Enclosed you shall find a resolution setting the salary ranges and wages based on the salary study beginning July 1, 2021.**
- B. Resolution No. 116 (2020/2021): A Resolution to provide notice of hearing on proposed plans, specifications, form of contract, and estimate of cost for the Jordan Well No. 4 Plugging and Demolition Project, and the taking of bids therefor. **Enclosed you shall find a resolution for the Jordan Well #4 Abandonment project to set the public hearing and notice to bidders.**
- C. Resolution No. 117 (2020/2021): A Resolution approving the lease agreement for Gates Hall. **Enclosed you shall find a resolution approving the lease agreement with the Nevada Community School District for Gates Hall.**
- D. Resolution No. 118 (2020/2021): A Resolution declaring Intent to provide Economic Development Support to Development Project at 99 M Avenue. **Enclosed you shall find a resolution to provide a grant to Almaco and support their application for an IEDA Business Financial Assistance.**



Item# 5  
Date: 6/28/21

City of Nevada  
1209 6th Street  
Nevada, IA 50201

ICAP-Iowa Communities Assurance Pool  
Member #324  
Effective 7/1/2021-7/1/2022  
IMWCA Renewal 7/1/2021-7/1/2022

	2021-2022 Term	2020-2021 Term	\$ Change	% Change
Property	\$87,124.00	\$76,336.00	\$10,788.00	14.1%
General Liability	\$49,906.00	\$40,372.00	\$9,534.00	23.6%
Law Enforcement Liability	\$5,219.00	\$3,914.00	\$1,305.00	33.3%
Public Officials Wrongful Acts	\$6,462.00	\$5,875.00	\$587.00	10.0%
Vehicles	\$15,813.00	\$15,422.00	\$391.00	2.5%
Automobile Liability	\$10,963.00	\$10,975.00	-\$12.00	-0.1%
Equipment Breakdown	Included	Included	XX	XX
Crime	Included	Included	XX	XX
Excess Liability	\$22,094.00	\$18,163.00	\$3,931.00	21.6%
Bond	\$1,451.00	\$1,819.00	-\$368.00	-20.2%
Marketing & Administration Fees	\$0.00	\$0.00	\$0.00	#DIV/0!
<b>TOTAL</b>	<b>\$199,032.00</b>	<b>\$172,876.00</b>	<b>\$26,156.00</b>	<b>15.1%</b>
2021 Credit Voucher	\$0.00	\$10,944.80		
<b>TOTAL With Credit Voucher</b>	<b>\$199,032.00</b>	<b>\$161,931.20</b>	<b>\$37,100.80</b>	<b>22.9%</b>

Workers Compensation	\$40,701.00	\$37,800.00	\$2,901.00	7.7%
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	2021-2022 Term	2020-2021 Term	\$ Change	% Change
<b>PROPERTY</b>	<b>\$87,124.00</b>	<b>\$76,336.00</b>	<b>\$10,788.00</b>	<b>14.1%</b>
Deductible	\$5,000	\$5,000	\$0	0.0%
Total Insured Value	\$68,627,502	\$71,207,998	(\$2,580,496)	-3.6%
Property Coverage Extension	Included	Included	XX	XX
Buildings	\$60,611,991	\$63,082,487	(\$2,470,496)	-3.9%
Personal Property	\$3,798,351	\$3,924,391	(\$126,040)	-3.2%
Misc. Property Scheduled	\$2,757,565	\$2,876,120	(\$118,555)	-4.1%
Misc. Property Unscheduled	\$1,429,595	\$1,295,000	\$134,595	10.4%

	2021-2022 Term	2020-2021 Term	\$ Change	% Change
<b>GENERAL LIABILITY</b>	<b>\$49,906.00</b>	<b>\$40,372.00</b>	<b>\$9,534.00</b>	<b>23.6%</b>
Limit of Coverage	\$2,000,000	\$2,000,000	\$0	0.0%

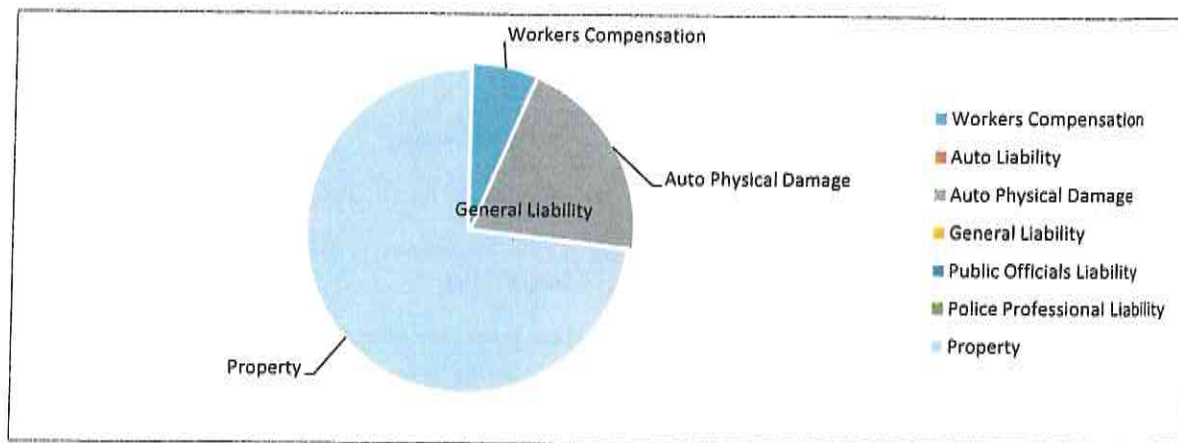
	2021-2022 Term	2020-2021 Term	\$ Change	% Change
<b>LAW ENFORCEMENT LIABILITY</b>	<b>\$5,219.00</b>	<b>\$3,914.00</b>	<b>\$1,305.00</b>	<b>33.3%</b>
Limit of Coverage	\$2,000,000	\$2,000,000	\$0	0.0%

	2021-2022 Term	2020-2021 Term	\$ Change	% Change
<b>PUBLIC OFFICIALS WRONGFUL ACTS</b>	<b>\$6,462.00</b>	<b>\$5,875.00</b>	<b>\$587.00</b>	<b>10.0%</b>
Limit of Coverage	\$2,000,000	\$2,000,000	\$0	0.0%

	2021-2022 Term	2020-2021 Term	\$ Change	% Change
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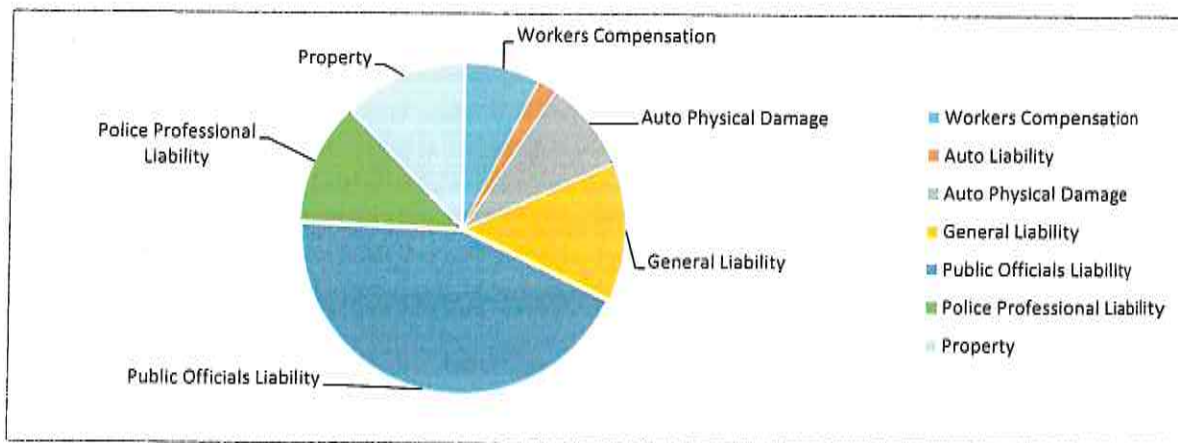
<b>AUTOMOBILE</b>	<b>\$26,776.00</b>	<b>\$26,397.00</b>	<b>\$379.00</b>	<b>1.4%</b>
Vehicles	\$3,676,304	\$3,570,642	\$105,662	3.0%
Automobile Liability	\$2,000,000	\$2,000,000	\$0	0.0%
Comprehensive Deductible	\$1,000	\$1,000	\$0	0.0%
Collision Deductible	\$2,000	\$2,000	\$0	0.0%
	<b>2021-2022 Term</b>	<b>2020-2021 Term</b>	<b>\$ Change</b>	<b>% Change</b>
<b>EXCESS LIABILITY</b>	<b>\$22,094.00</b>	<b>\$18,163.00</b>	<b>\$3,931.00</b>	<b>21.6%</b>
Limit of Coverage	\$8,000,000	\$8,000,000	\$0	0.0%
	<b>2021-2022 Term</b>	<b>2020-2021 Term</b>	<b>\$ Change</b>	<b>% Change</b>
<b>MARKETING &amp; ADMIN. FEES</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>#DIV/0!</b>
Agency Fee	\$0.00	\$0.00	\$0	#DIV/0!
	<b>2021-2022 Term</b>	<b>2020-2021 Term</b>	<b>\$ Change</b>	<b>% Change</b>
<b>WORKERS COMPENSATION</b>	<b>\$40,861.00</b>	<b>\$37,800.00</b>	<b>\$3,061</b>	<b>8.1%</b>
Bodily Injury by Accident	\$1,000,000	\$1,000,000	\$0	0.0%
Bodily Injury by Disease Per/Emp.	\$1,000,000	\$1,000,000	\$0	0.0%
Bodily Injury by Disease - Aggregate	\$1,000,000	\$1,000,000	\$0	0.0%
PAYROLL	\$3,011,072	\$2,804,188	\$206,884	7.4%
Experience Modification Factor	0.72	0.74	(0.02)	XX
Longevity Credit	\$6,720	\$6,214	\$506	8.1%
Loss Experience Credit	\$24,959	\$23,081	\$1,878	8.1%
Large Premium Discount	\$13,439	\$12,428	\$1,011	8.1%

### Loss Experience Breakdown - 1 Year



Line of Business	Number of Losses	Paid
Workers Compensation	4	\$2,169
General Liability	0	\$0
Auto Liability	0	\$0
Auto Physical Damage	2	\$6,949
Police Professional Liability	0	\$0
Public Officials Liability	0	\$0
Property	1	\$24,857
<b>Total</b>	<b>7</b>	<b>\$33,975</b>

### Loss Experience Breakdown - 5 Years



Line of Business	Number of Losses	Paid
Workers Compensation	34	\$35,334
General Liability	13	\$64,575
Auto Liability	6	\$8,731
Auto Physical Damage	14	\$42,974
Police Professional Liability	3	\$56,593
Public Officials Liability	2	\$206,794
Property	16	\$58,771
<b>Total</b>	<b>88</b>	<b>\$473,772</b>



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NEVADA CITY COUNCIL - MONDAY, JUNE 14, 2021 6:00 P.M.

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1. CALL TO ORDER

The City Council of the City of Nevada, Iowa, met for a meeting in the Council Chambers of Nevada City Hall located at 1209 6<sup>th</sup> Street, Nevada, Iowa. Mayor Brett Barker, convened the meeting at 6:00 p.m. on Monday, June 14, 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: Jason Sampson, Dane Nealson, Sandy Ehrig, Luke Spence, Barb Mittman. Absent: Brian Hanson.

Staff Present: Erin Clanton, Jordan Cook, Kerin Wright, Ric Martinez, Larry Stevens, Ray Reynolds, Nancy Pritchard, Sean Seymour, Josh Cizmada, Andrew Henderson and Ryan Hutton.

Also in attendance were: John Hall, Andrew Henderson Family, Ryan Hutton Family and ICPA President/Police Chief Rob Burdess.

3. APPROVAL OF AGENDA

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

4. PUBLIC HEARING(S)

- A. Proposal to Sell Certain Property located within the Amended and Restated Urban Renewal Area, Lot 3 of Airport Road, Plat 6
1. Public Hearing –

At 6:01 p.m. Mayor Barker announced that this is the time and place set for a public hearing as advertised in the Nevada Journal on May 27, 2021. The public hearing is proposed Sale of Property, Airport Road.

There were no written or oral objections to the aforementioned recommendation. Public Hearing was closed at 6:04

2. Resolution No. 111 (2020/2021): A Resolution approving Disposition of Urban Renewal Property by and between the City of Nevada, Iowa and Developer and Authorization to Enter into a Purchase Agreement

Motion by Dane Nealson, seconded by Jason Sampson, to adopt Resolution No. 111 (2020/2021). After due consideration and discussion the roll was called. Aye: Nealson, Sampson, Spence, Ehrig, Mittman. Nay: None. The Mayor declared the motion carried.

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

Motion by Barb Mittman, seconded by Luke Spence, to approve the following consent agenda items:

- A. Approve Minutes of the Regular Meeting held on May 24, 2021
- B. Approve Payment of Cash Disbursements, including Check Numbers 75790-75902 and 946-954 Electronic Numbers (Inclusive) Totaling \$537,761.32 (See attached list)
- C. Approve Iowa DOT 5-year Maintenance/Repair Agreement
- D. Approve Schindler Elevator Upgrade Order Agreement for \$7,821.00
- E. Approve Fiscal Year 2021/2022 Retail Cigarette/Tobacco Permits for:
  1. Renewal - Fareway Store, #426, 1505 South B Avenue
  2. Renewal - Casey's General Store #2306, 1138 Lincoln Highway
  3. Renewal - Casey's General Store #3319, 1800 South B Avenue
  4. Renewal - Good & Quick Co, 519 Lincoln Highway
  5. Renewal - Dollar General Store #1536, 1705 South B Avenue

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

6. MAYOR APPOINTMENTS

- A. Approve Re-Appointments of the following Board/Commission Recommendations
  1. Board of Adjustment – Reappoint Greg Madsen
  2. Planning & Zoning – Reappoint Paul Majefski
  3. Historic Preservation Commission – Reappoint Barbara Howard and John Hall
  4. Library Board – Reappoint Priscilla Gammon

Motion by Luke Spence, seconded by Sandy Ehrig, to approve Mayor's Re-Appointments for Greg Madsen (Board of Adjustment), Paul Majefski (Planning & Zoning), Barbara Howard and John Hall (Historic Preservation Comm), Priscilla Gammon (Library). After due consideration and discussion the roll was called. Aye: Spence, Ehrig, Mittman, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

7. PUBLIC FORUM

- A. Iowa Police Chief Association President Rob Burdess presented Police Officer Ryan Hutton with the IPCA Community Policing Award.
- B. Mayor Barker Proclaimed June 19<sup>th</sup>, 2021, as Juneteenth Day

8. OLD BUSINESS

- A. Approve Pay Request No. 12 for the Central Business District Project from Con-Struct Inc. in the amount of \$495,239.64

Motion by Jason Sampson, seconded by Luke Spence, to approve Pay Request No. 12 for the Central Business District Project from Con-Struct Inc., in the amount of \$495,239.64. After due consideration and discussion the roll was called. Aye: Sampson, Spence, Ehrig, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

- B. Approve Pay Request No. 5 and No. 6 for the Wastewater Treatment Facility, Phase 1 from Wenthold Excavating in the amount of \$247,453.91 (#5) and \$220,604.96 (#6)

Motion by Jason Sampson, seconded by Barb Mittman, to approve Pay Requests No. 5 and No. 6 for the Wastewater Treatment Facility, Phase 1 from Wenthold Excavating in the amount of \$247,453.91 (#5) and \$220,604.96 (#6). After due consideration and discussion the roll was called. Aye: Sampson, Mittman, Neilson, Spence, Ehrig. Nay: None. The Mayor declared the motion carried.

- C. Discussion and Appropriate Follow-up on Request to reduce a portion of the sewer charge on 414 E Avenue

Motion by Barb Mittman, seconded by Luke Spence, to deny the request and contact owner by phone and offer a payment plan for the large usage. After due consideration and discussion the roll was called. Aye: Mittman, Spence, Ehrig, Neilson, Sampson. Nay: None. The Mayor declared the motion carried.

## 9. NEW BUSINESS

- A. Resolution No. 112 (2020/2021): A Resolution approving Updated Job Descriptions and New Evaluation Tool for all Employees

Motion by Sandy Ehrig, seconded by Dane Neilson, to adopt Resolution No. 112 (2020/2021). After due consideration and discussion the roll was called. Aye: Ehrig, Neilson, Sampson, Spence, Mittman. Nay: None. The Mayor declared the motion carried.

- B. Ordinance No. 1018 (2020/2021): An Ordinance Amending Chapter 15 and 17, Mayor and Council Compensation

Motion by Jason Sampson, seconded by Barb Mittman, to approve Ordinance No. 1018 (2020/2021), first reading and also add language to include: revisiting every four years with other comparable cities. After due consideration and discussion the roll was called. Aye: Sampson, Mittman, Ehrig. Nay: Neilson, Spence. The Mayor declared the motion carried.

- C. Approve Purchase of 8 Sets of Fire Turnout Gear for the Fire Department

Motion by Jason Sampson, seconded by Dane Neilson, to approve the purchase of 8 sets of Globe Athletix Turnout Gear for the Fire Department at a Cost of \$28,644.16. After due consideration and discussion the roll was called. Aye: Sampson, Neilson, Spence, Ehrig, Mittman. Nay: None. The Mayor declared the motion carried.

## 10. REPORTS:

City Administrator Cook noted staff is reviewing the plan for the emerald ash borer trees.

Mayor Barker reported on the status and timeline of the Fieldhouse. He also relayed the return to in person community coffees went well. Barker and Cook also attended the IA DOT meeting to present the Airport Road Interchange concept for their next 5-year plan.

Interim Library Director reported their usage has increased. They are reposting the Library Director position again. The outside story times are going well.

Director of Fire/EMS Reynolds advised the generator grant has been submitted for the Fire Department. Staff has been working on nuisance properties. He also relayed that there are several in house staff trainings planned. The Fire Department will be hosting their pancake breakfast July 4th, drive up or dine in.

City Engineer Stevens updated the council on the on-going projects. Staff has also been reviewing several site plans and held a few walk-thru visits. They will be assisting with the replacement of the Hattery park shelter that was damaged in the derecho.

City Attorney Clanton relayed to the council the City Development Board has approved the annexation for Verbio. There is a 30-day appeal process.

#### 11. 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 7:11 p.m. the meeting adjourned.

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

ATTEST:

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

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

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NEVADA CITY COUNCIL - MONDAY, JUNE 14, 2021 7:20 P.M.

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The City Council of the City of Nevada, Iowa, met for a work session, Making a Good City Leadership Team Great, in the conference room of Nevada City Hall located at 1209 6<sup>th</sup> Street, Nevada, Iowa. Present were: Brett Barker, Barb Mittman, Luke Spence, Jason Sampson, Dane Nealson, Jordan Cook and Kerin Wright. Council Member Sandy Ehrig began the work session at 7:20 p.m. on Monday, June 14<sup>th</sup>, 2021, pursuant to the rules of the Council. The public notice was posted on the official bulletin board in compliance with the open meeting law.

No decisions of the council were made at the work session. The work session concluded at 8:45 p.m.

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

ATTEST:

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

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

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



Item # 6B  
 Date: 6/28/21

**CITY OF NEVADA**  
**CLAIMS REPORT FOR JUNE 28, 2021**  
**6/15/21 THRU 6/28/21**

VENDOR	REFERENCE	AMOUNT	CHECK #
WAGEWORKS	FSA 2020 PMT	236.41	960
TREASURER STATE OF IA	SALES TAX 6/1-15/2021	5,373.93	958
TREASURER STATE OF IA	WET 06/1-15/2021	11,723.85	959
VAN WALL	CEM-FILTERS/PLUG/BULB	169.29	75921
CON STRUCT	CBD PROJ PR#12	495,239.64	75922
SAMS CLUB	4PLX/PD/FD-SUPPLIES	768.30	75923
JOHN DEERE FIN	WTR/STS/CH/WWT/FD-SUPPLIES	1,198.99	75924
WENTHOLD EXCAVATING	WWTF-PHASE 1	468,058.87	75925
SQUARED AWAY SPORTS	REC-HATS	1,762.00	75926
IPERS	IPERS	30,570.25	955
TREASURER STATE OF IA	STATE TAX	7,636.00	956
EFTPS	FED/FICA TAX	26,510.26	957
AMER'N FAMILY LIFE	AFLAC	1,408.91	75913
ICMA	DEFERRED COMP	920.00	75914
COLLECTION SERVICES CENTER	CHILD SUPPORT	832.24	75915
GREAT WESTERN	HSA	329.99	75916
BEN FRANKLIN	LIB-SKEWERS	1.07	75927
QUILL	LIB-SUPPLIES	57.73	75928
BAKER & TAYLOR	LIB-MATERIALS	6,292.79	75930
IA COMMUNICATIONS NETWORK	LIB-LONG DISTANCE	7.95	75931
FEDERAL EXPRESS	LIB-SHIPPING	19.11	75932
AMAZON.COM	LIB-MATERIALS	265.80	75933
CENTER POINT	LIB-MATERIALS	602.16	75934
CENGAGE	LIB-MATERIALS	272.48	75935
BLACKHAWK AUTO SPRINKLERS	LIB-AC MAINT	225.00	75936
LUMINOUS	LIB-LIGHTING PROJ	18,636.68	75937
WAGEWORKS	FSA 2020 PMT	508.07	961
GREAT WESTERN	POOL-TUBES	2,627.46	962
BROWN SUPPLY	WWT-FLAGS/PAINT /CLAMP	498.00	75938
FAREWAY	4PLX/SUPPLIES/EMPLOYEE COOKOUT	311.95	75939
HAWKINS	WTR-AZONE 15	2,561.00	75940
ALLIANT	ALL-UTILITIES	7,865.63	75941
NEVADA VET	ALL-ANIMAL CONTROL	147.70	75942
NEVADA LUMBER	WTR-LUMBER	193.94	75943
VAN WALL	CEM/PKM-SUPPLIES	315.67	75944
NEVADA POSTMASTER	UTILITY POSTAGE	849.16	75945
STATE HYGIENIC LAB	WWT-LAB ANALYSIS	2,396.50	75946
CAPITAL SANITARY	PKM-SUPPLY	26.43	75947
IA LEAGUE OF CITIES	ADM-DUES FY22	3,301.00	75948
COMPUTER RESOURCE SPEC	ALL-IT SVCS	5,783.75	75949
ARNOLD MOTOR	WWT/P&Z/STS-SUPPLIES	889.82	75950
AMERICAN RED CROSS	POOL-LIFEGUARDING	920.00	75951

ELECTRIC WHOLESALE	WWT-TAPE	36.73	75952
HACH	WTR-CHEMICALS	287.92	75953
IA STATE READY MIX	WTR-CONCRETE	1,913.00	75954
GATEHOUSE	PUBLIC NOTICES	981.49	75955
HOKEL	WWT-TIE DOWNS	176.88	75956
IA DOT	STS-SUPPLIES	1,017.12	75957
GOOD AND QUICK	EMS-ICE	20.07	75958
IA IRRIGATION	PKM-IRRIGATION SVC	120.00	75959
STAPLES	POOL-SUPPLIES	75.26	75960
MOUSEL, JOE	PKM-CLOTHING/JEANS REIMB	109.63	75961
BOONE COUNTY LANDFILL	WWT-LANDFILL	2,426.84	75962
ACCO	POOL-CHLORINE	768.70	75963
NEVADA HARDWARE	ALL-SUPPLIES	1,206.30	75965
IA LAW ENFORCEMENT ACAD	PD-CREDIT REVERSAL PER RM	150.00	75966
SCOTT'S SALES	FD-POWER WASHER	4,918.00	75967
NEWSOME PLUMBING	POOL/PKM-PLUMBING	7,831.68	75968
STAPLES	ADM/WTR/WWT-PAPER	361.39	75969
WINDSTREAM	POOL/PD-UTILITIES	175.64	75970
CONSUMERS ENERGY	ALL-UTILITIES	7,619.89	75971
INTERSTATE ALL BATTERY	WWT-BATTERIES	5.20	75972
HR GREEN	ALL-ENGINEERING	30,910.70	75973
NATL ASSOC OF CHIEFS	PD-MEMBERSHIP MARTINEZ	110.00	75974
CENTURION	PD-SMARTSHIELD	66.00	75975
IA DIVISION OF LABOR SE	POOL-INSPECTION	40.00	75976
ZIMCO	PKM-HERBICIDE/CHALK	1,252.70	75977
CENTRAL IOWA WATER ASSC	WTR-LWE RAW WATER 7/2021	508.19	75978
CONSTRUCTION MATERIALS	CBD PROJ-COMP TEST	668.00	75979
ALPHA COPIES	ADM/POOL-PRINTING	593.33	75980
LEDET, MARSHA	PD-PATCHES	12.00	75981
PRINCIPAL FINANCIAL GROUP	ALL-LIFE INSURANCE	531.53	75982
PEPSI	4PLX-CONCESSIONS	1,463.42	75983
KRUCK P & H CO	CH-PREV M,NT/SPRING	590.00	75984
ELLSWORTH, BALINDA	ADM-CLOTHING	99.40	75985
MARTIN BROS	4PLX-CONCESSIONS	4,625.14	75986
SEYMOUR, SEAN	PD-CLOTHING REIMB	106.93	75987
FRITZ, ROGER	REC-UMPIRE	85.00	75988
P&D WELDING SOLUTIONS	WWT-WELDING/MATERIALS	435.00	75989
BENNETT, JIMMY	REC-UMPIRE	85.00	75990
PRAIRIE RIVERS OF IA	STRM STORY CO MONITORING	1,000.00	75991
MENARDS	PKM-SUPPLIES	218.18	75992
MARTINEZ, BRANDON	PD-COMPLIANCE CHECKS	135.00	75993
LIFEMED SAFETY INC	EMS-POWER UNIT	349.00	75994
PETTY CASH-ADMIN	POOL/4PLX-POSTAGE/CONCESSIONS	13.90	75995
MATHESON TRI-GAS INC	POOL-CO2 CYCLINDER	217.90	75996
INNOCORP	PD-GOGGLES	800.00	75997
KURTH, NICK	REC-UMPIRE	85.00	75998
AXIOS MEDIA	PD-RECRUITMENT	1,700.00	75999

MAIER, TATE	REC-UMPIRE	85.00	76000
WATERTOR, JESSICA	POOL-REFUND	166.20	76001
	WATER	102.15	
	WATER DEPOSITS	52.74	
	Refund Checks Total	154.89	
	Accounts Payable Total	1,185,470.04	
	Payroll Checks	83,011.31	
	***** REPORT TOTAL *****	<u>1,268,636.24</u>	
	GENERAL	147,351.91	
	ROAD USE TAX	15,507.67	
	LOCAL OPTION SALES TAX	897.13	
	LIBRARY TRUST	2,365.80	
	NORTH STORY BASEBALL	2,374.00	
	CBD DOWNTOWN IMPR	498,694.12	
	WATER	43,528.11	
	WATER DEPOSITS	52.74	
	SEWER	34,686.51	
	SEWER CAP IMP PROJECT	468,058.87	
	SEWER EQUIP REVOLVING	2,240.76	
	SRF SPONSORED PROJECT	24,957.80	
	LANDFILL/GARBAGE	55.56	
	STORM WATER	1,073.87	
	REVOLVING FUND	26,046.91	
	FLEX BENEFIT REVOLVING	744.48	
	TOTAL FUNDS	<u>1,268,636.24</u>	

CITY OF NEVADA  
BUDGET REPORT  
CALENDAR 5/2021, FISCAL 11/2021

Item # 60  
Date: 10/28/21

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,339,876.00	63,073.80	1,118,560.48	83.48	221,315.52
	POLICE-OFFICE TOTAL	117,989.00	8,384.52	100,678.11	85.33	17,310.89
	EMERGENCY MANAGEMENT TOTAL	900.00	83.36	880.90	97.88	19.10
	COVID-19 TOTAL	10,000.00	151.93	7,768.17	77.68	2,231.83
	DERECHO TOTAL	1,000.00	.00	895.00	89.50	105.00
	FLOOD CONTROL TOTAL	37,600.00	3,964.22	29,990.66	79.76	7,609.34
	FIRE TOTAL	373,407.00	11,746.21	300,584.81	80.50	72,822.19
	AMBULANCE TOTAL	38,800.00	2,658.17	40,444.31	104.24	1,644.31-
	BUILDING INSPECTIONS TOTAL	55,941.00	7,051.39	59,378.69	106.15	3,437.69-
	ANIMAL CONTROL TOTAL	5,100.00	812.19	4,316.57	84.64	783.43
	ANIMAL CONTROL-OWNER TOTAL	1,500.00	121.50	1,243.40	82.89	256.60
	PUBLIC SAFETY TOTAL	1,982,113.00	98,047.29	1,664,741.10	83.99	317,371.90
	ROADS, BRIDGES, SIDEWALKS TOTA	871,689.00	35,668.50	587,602.64	67.41	284,086.36
	STREET LIGHTING TOTAL	144,000.00	8,942.38	102,683.88	71.31	41,316.12
	TRAFFIC CONTROL & SAFETY TOTA	1,000.00	.00	.00	.00	1,000.00
	PAVEMENT MARKINGS TOTAL	20,000.00	3,748.80	7,957.65	39.79	12,042.35
	SNOW REMOVAL TOTAL	82,275.00	42.79	55,545.18	67.51	26,729.82
	TREES & WEEDS TOTAL	50,000.00	.00	170.69	.34	49,829.31
	PUBLIC WORKS TOTAL	1,168,964.00	48,402.47	753,960.04	64.50	415,003.96
	WATER,AIR,MOSQUITO CONTRO TOTA	13,000.00	.00	.00	.00	13,000.00
	ACCESS TOTAL	1,030.00	.00	1,030.00	100.00	.00
	NEVADA YOUTH & SHELTER TOTAL	6,925.00	.00	6,925.00	100.00	.00
	CENTER FOR ADDICTIONS RCY TOTA	2,230.00	.00	2,230.00	100.00	.00
	COMMUNITY RESORCE CENTER TOTA	21,540.00	.00	21,540.00	100.00	.00
	STORY CO VOLUNTEER CENTER TOTA	1,020.00	.00	1,020.00	100.00	.00
	RETIRED SEN VOLUNTEER PGM TOTA	990.00	.00	990.00	100.00	.00
	HEARTLAND SENIOR SERVICES TOTA	1,890.00	.00	1,890.00	100.00	.00
	MIDIOWA COMMUNITY ACTION TOTA	1,510.00	.00	1,510.00	100.00	.00
	GOOD NEIGHBOR EM ASSIST TOTAL	2,210.00	.00	2,210.00	100.00	.00
	STORY CO LEGAL AID TOTAL	2,360.00	.00	2,360.00	100.00	.00
	SALVATION ARMY TOTAL	1,905.00	.00	1,905.00	100.00	.00
	TOTAL	2,800.00	.00	2,800.00	100.00	.00
	OTHER HEALTH/SOCIAL SERV TOTA	5,140.00	.00	4,360.00	84.82	780.00
	HEALTH & SOCIAL SERVICES TOTA	64,550.00	.00	50,770.00	78.65	13,780.00
	LIBRARY TOTAL	476,539.00	24,836.59	362,472.61	76.06	114,066.39
	LIBRARY-DONATED TOTAL	32,500.00	.00	2,348.72	7.23	30,151.28
	LIBRARY-STATE INFRASTRUCT TOTA	21,500.00	1,470.17	16,638.73	77.39	4,861.27
	MUSEUM/BAND/THEATRE TOTAL	1,520.00	.00	.00	.00	1,520.00
	PARKS TOTAL	104,075.00	7,460.67	100,123.69	96.20	3,951.31
	PARK MAINTENANCE TOTAL	398,670.00	21,428.68	243,600.47	61.10	155,069.53
	PARKS-AHTLETIC FIELDS TOTAL	20,000.00	2,800.05	15,653.59	78.27	4,346.41
	TRAIL SYSTEM-BIKE/WALK TOTAL	15,000.00	.00	.00	.00	15,000.00

CITY OF NEVADA  
BUDGET REPORT  
CALENDAR 5/2021, FISCAL 11/2021

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	PERCENT EXPENDED	91.6% UNEXPENDED
	FOUR-PLEX COMPLEX TOTAL	48,052.00	7,323.41	15,982.49	33.26	32,069.51
	POOL TOTAL	242,036.00	8,585.93	85,207.41	35.20	156,828.59
	RECREATION TOTAL	68,949.00	5,450.36	59,872.32	86.84	9,076.68
	ADULT SOFTBALL TOTAL	600.00	.00	453.25	75.54	146.75
	COMMUNITY HEALTH/WEELNESS TOTA	500.00	.00	165.33	33.07	334.67
	SENIOR ACTIVITY TOTAL	1,000.00	.00	3,878.62	387.86	2,878.62-
	CEMETERY TOTAL	148,733.00	9,221.32	105,467.74	70.91	43,265.26
	COMMUNITY CTR/ZOO/MARINA TOTA	188,166.00	10,314.08	138,179.85	73.44	49,986.15
	SENIOR COMMUNITY CENTER TOTAL	7,062.00	340.70	4,365.10	61.81	2,696.90
	FIELDHOUSE TOTAL	65,000.00	.00	.00	.00	65,000.00
	BASEBALL SOFTBALL TOTAL	34,733.00	5,340.07	32,898.74	94.72	1,834.26
	YOUTH BASKETBALL TOTAL	10,209.00	.00	9,455.72	92.62	753.28
	VOLLEYBALL TOTAL	2,115.00	.00	1,413.31	66.82	701.69
	FLAG FOOTBALL TOTAL	6,070.00	.00	3,453.92	56.90	2,616.08
	HALLOWEEN TOTAL	250.00	.00	408.33	163.33	158.33-
	JR THEATRE/FESTIVAL TREES TOTA	2,615.00	.00	2,027.46	77.53	587.54
	CIRL TOTAL	2,000.00	.00	1,162.11	58.11	837.89
	SOFTBALL TOURNAMENT TOTAL	1,000.00	.00	150.00	15.00	850.00
	HISTORICAL SOCIETY TOTAL	491.00	.00	5,000.00	1,018.33	4,509.00-
	HISTORIC PRESERVATION TOTAL	8,500.00	25.00	25.00	.29	8,475.00
	OTHER CULTURE/RECREATION TOTA	2,930.00	.00	2,930.00	100.00	.00
	CULTURE & RECREATION TOTAL	1,910,815.00	104,597.03	1,213,334.51	63.50	697,480.49
	ECONOMIC DEVELOPMENT TOTAL	432,352.00	234,405.76	315,150.57	72.89	117,201.43
	MAIN STREET NEVADA TOTAL	25,000.00	.00	25,000.00	100.00	.00
	HOUSING & URBAN RENEWAL TOTAL	10,000.00	.00	3,666.43	36.66	6,333.57
	PLANNING & ZONING TOTAL	166,282.00	9,229.50	87,919.94	52.87	78,362.06
	CHRISTMAS LIGHTS TOTAL	800.00	.00	.00	.00	800.00
	4TH OF JULY TOTAL	9,000.00	.00	.00	.00	9,000.00
	LINCOLN HWY DAYS TOTAL	4,000.00	.00	.00	.00	4,000.00
	VISITOR'S GUIDE TOTAL	500.00	.00	.00	.00	500.00
	OTHER COMM & ECO DEV TOTAL	30,700.00	.00	731.00	2.38	29,969.00
	COMMUNITY & ECONOMIC DEV TOTA	678,634.00	243,635.26	432,467.94	63.73	246,166.06
	MAYOR/COUNCIL/CITY MGR TOTAL	12,220.00	306.38	8,967.34	73.38	3,252.66
	COUNCIL TOTAL	7,987.00	.00	2.00	.03	7,985.00
	CITY ADMINISTRATOR TOTAL	74,800.00	1,280.84	19,068.00	25.49	55,732.00
	CLERK/TREASURER/ADM TOTAL	347,573.00	16,532.94	202,640.94	58.30	144,932.06
	LEGAL SERVICES/ATTORNEY TOTAL	145,800.00	9,801.00	111,163.30	76.24	34,636.70
	CITY HALL/GENERAL BLDGS TOTAL	131,156.00	6,286.17	92,123.48	70.24	39,032.52
	TORT LIABILITY TOTAL	40,160.00	.00	40,653.20	101.23	493.20-
	OTHER GENERAL GOVERNMENT TOTA	13,000.00	1,174.89	11,078.13	85.22	1,921.87
	GENERAL GOVERNMENT TOTAL	772,696.00	35,382.22	485,696.39	62.86	286,999.61
	CITYHALL/LIBRARY DEBT TOTAL	96,613.00	.00	5,781.25	5.98	90,831.75



CITY OF NEVADA  
BUDGET REPORT  
CALENDAR 5/2021, FISCAL 11/2021

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	91.6% PERCENT EXPENDED	UNEXPENDED
	CBD PROJECT 8.9M TOTAL	194,432.00	.00	105,106.11	54.06	89,325.89
	2013 GO BOND TOTAL	.00	.00	37,125.00	.00	37,125.00-
	2019B CIP WORK TOTAL	570,350.00	.00	22,650.00	3.97	547,700.00
	DDCE WTR/WWT/STS DEBT TOTAL	674,300.00	.00	.00	.00	674,300.00
	DEBT SERVICE TOTAL	1,535,695.00	.00	170,662.36	11.11	1,365,032.64
	ROADS, BRIDGES, SIDEWALKS TOTA	5,011,000.00	342,640.69	3,429,194.06	68.43	1,581,805.94
	SIDEWALKS TOTAL	25,000.00	.00	.00	.00	25,000.00
	RAILROAD CROSSINGS TOTAL	5,000.00	.00	24.39	.49	4,975.61
	FIELDHOUSE TOTAL	8,500,000.00	.00	14,246.18	.17	8,485,753.82
	CITY HALL/GENERAL BLDGS TOTAL	2,000.00	.00	280.00	14.00	1,720.00
	CAPITAL PROJECTS TOTAL	13,543,000.00	342,640.69	3,443,744.63	25.43	10,099,255.37
	OTHER GENERAL GOVERNMENT TOTA	.00	1,612.17	27,997.09	.00	27,997.09-
	WTR 2012C BOND TOTAL	3,983,004.00	.00	3,452,414.23	86.68	530,589.77
	WATER TOTAL	40,720.00	.00	31,094.24	76.36	9,625.76
	WATER-PLANT/PUMPS TOTAL	962,797.00	52,424.67	711,574.59	73.91	251,222.41
	WATER-LINES-INST & O&M TOTAL	61,493.00	5.99	48,264.23	78.49	13,228.77
	WATER ACCOUNTING TOTAL	330,517.00	26,415.10	301,945.25	91.36	28,571.75
	WASTEWATER PLANT TOTAL	702,080.00	49,650.87	605,256.46	86.21	96,823.54
	WASTEWATER COLLECTION TOTAL	3,752,552.00	188,513.92	2,311,597.94	61.60	1,440,954.06
	WASTEWATER ACCOUNTING TOTAL	224,352.00	14,597.34	179,479.67	80.00	44,872.33
	LANDFILL/CARBAGE TOTAL	72,079.00	55.56	72,032.30	99.94	46.70
	STORM WATER TOTAL	35,900.00	773.87	2,536.80	7.07	33,363.20
	ENTERPRISE FUNDS TOTAL	10,165,494.00	334,049.49	7,744,192.80	76.18	2,421,301.20
	TRANSFERS IN/OUT TOTAL	8,473,794.00	.00	2,746,593.06	32.41	5,727,200.94
	TRANSFER OUT TOTAL	8,473,794.00	.00	2,746,593.06	32.41	5,727,200.94
	TOTAL EXPENSES	40,295,755.00	1,206,754.45	18,706,162.83	46.42	21,589,592.17

CITY OF NEVADA  
REVENUE REPORT  
CALENDAR 5/2021, FISCAL 11/2021  
BUDGET  
ESTIMATE

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 5/2021, FISCAL BUDGET ESTIMATE	11/2021 MTD BALANCE	PCT OF FISCAL YTD BALANCE	YTD PERCENT RECVD	91.6% UNCOLLECTED
	GENERAL TOTAL	4,024,110.00	237,075.94	3,813,602.83	94.77	210,507.17
	HOTEL MOTEL TOTAL	11,250.00	1,560.92	8,003.45	71.14	3,246.55
	ROAD USE TAX TOTAL	958,128.00	69,269.03	929,029.49	96.96	29,098.51
	EMPLOYEE BENEFITS TOTAL	702,835.00	37,242.48	716,073.79	101.88	13,238.79-
	RUT CAPITAL TOTAL	176,500.00	254.16	177,363.39	100.49	863.39-
	EMERGENCY FUND TOTAL	73,308.00	3,886.82	74,866.54	102.13	1,558.54-
	LOCAL OPTION SALES TAX TOTAL	922,000.00	95,008.08	1,177,036.58	127.66	255,036.58-
	TAX INCREMENT FINANCING TOTAL	969,646.00	40,043.02	909,204.41	93.77	60,441.59
	LMI-SUBFUND TOTAL	64,672.00	.00	.00	.00	64,672.00
	RESTRICTED GIFTS TOTAL	30.00	4.56	46.68	155.60	16.68-
	CEMETARY CIP/LAND TOTAL	300.00	41.50	425.03	141.68	125.03-
	LIBRARY TRUST TOTAL	8,100.00	56.51	14,532.35	179.41	6,432.35-
	FIRE TRUST TOTAL	300.00	27.37	280.30	93.43	19.70
	SCORE-UNDESIGNATED TOTAL	100.00	8.92	93.01	93.01	6.99
	SCORE O&M TOTAL	5.00	.41	4.23	84.60	.77
	NORTH STORY BASEBALL TOTAL	21,500.00	8.90	24,373.52	113.37	2,873.52-
	SENIOR CENTER TRUST TOTAL	150.00	806.19	923.92	615.95	773.92-

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	PCT OF FISCAL YTD BALANCE	YTD PERCENT RECVD	91.6% UNCOLLECTED
	GATES HALL PIANO TOTAL	225.00	29.81	305.28	135.68	80.28-
	ASSET FORFEITURE TOTAL	100.00	19.11	195.74	195.74	95.74-
	PARK OPEN SPACE TOTAL	24,450.00	171.74	23,376.09	95.61	1,073.91
	COLUMBARIAN MAINTENANCE TOTAL	220.00	5.96	238.87	108.58	18.87-
	TRAIL MAINTENANCE TOTAL	10,200.00	10.21	10,094.93	98.97	105.07
	DANIELSON TRUST TOTAL	500.00	394.46	9,464.28	1,892.86	8,964.28-
	LIB BLDG TRUST TOTAL	200.00	.31	3.14	1.57	196.86
	TREES FOREVER TOTAL	50.00	7.15	73.27	146.54	23.27-
	4TH OF JULY TRUST TOTAL	2,020.00	108.47	366.04	18.12	1,653.96
	COMMUNITY BAND TOTAL	1,000.00	1.33	13.64	1.36	986.36
	DEBT SERVICE TOTAL	1,364,389.00	30,608.83	600,318.47	44.00	764,070.53
	CH CAMPUS PROJ TOTAL	100.00	.92	10.63	10.63	89.37
	LIBRARY ADDITION TOTAL	102,237.00	155.48	97,782.36	95.64	4,454.64
	SC/FIELDHOUSE TOTAL	8,500,000.00	.00	.00	.00	8,500,000.00
	SIDEWALK IMPROVEMENTS TOTAL	35,000.00	77.01	3,318.64	9.48	31,681.36
	2019 CIP WORK TOTAL	.00	2,607.88	26,815.38	.00	26,815.38-
	2019 SOUTH D AVE PAVING TOTAL	.00	.00	480,179.97	.00	480,179.97-

CITY OF NEVADA  
REVENUE REPORT  
CALENDAR 5/2021, FISCAL 11/2021  
BUDGET MTD  
ESTIMATE BALANCE

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 5/2021, FISCAL 11/2021 BUDGET MTD ESTIMATE BALANCE	PCT OF FISCAL YTD 91.6% YTD PERCENT BALANCE RECVD UNCOLLECTED
	CBD DOWNTOWN IMPR TOTAL	9,285,000.00	5,766.42 324,490.55 3.49 8,960,509.45
	TRAIL CIP RESERVE PROJTS TOTA	66,837.00	9,120.06 77,307.52 115.67 10,470.52-
	2017 STS/WT/SE/STRM PROJ TOTA	.00	549.37 5,626.36 .00 5,626.36-
	LINC HWY-W 18TH ST INTSCT TOTA	.00	.00 45,903.65 .00 45,903.65-
	2017 BOND, REFUND 2013B TOTAL	.00	.01 .11 .00 .11-
	PERPETUAL CARE TOTAL	3,800.00	1,050.00 4,620.00 121.58 820.00-
	WATER TOTAL	2,204,527.00	338,428.36 2,400,580.68 108.89 196,053.68-
	WATER DEPOSITS TOTAL	25,000.00	1,200.00 18,200.00 72.80 6,800.00
	WATER PLANT UPGRADE RSRV TOTA	210,000.00	1,715.00 217,262.70 103.46 7,262.70-
	WATER 2012C/2020B BOND TOTAL	3,440,757.00	.00 4,074,246.46 118.41 633,489.46-
	WATER CAPITAL REVOLVING TOTAL	127,500.00	475.62 130,389.62 102.27 2,889.62-
	SEWER TOTAL	1,316,054.00	252,152.23 1,689,262.54 128.36 373,208.54-
	SEWER CONSTRUCTION TOTAL	323,000.00	9,317.55 348,368.66 107.85 25,368.66-
	SEWER CAP IMP PROJECT TOTAL	3,000,000.00	.00 3,035,339.06 101.18 35,339.06-
	SEWER EQUIP REVOLVING TOTAL	63,000.00	443.96 64,739.30 102.76 1,739.30-
	LANDFILL/GARBAGE TOTAL	68,650.00	6,140.46 67,265.49 97.98 1,384.51
	STORM WATER TOTAL	178,900.00	15,647.05 172,503.46 96.42 6,396.54

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	REVOLVING FUND TOTAL	487,500.00	5,051.13	454,263.64	93.18	33,236.36
	FLEX BENEFIT REVOLVING TOTAL	.00	1,603.32	23,843.52	.00	23,843.52-
	OTHER INTERNAL SERV FUND TOTA	4,500.00	485.03	4,967.01	110.38	467.01-
	TOTAL REVENUE BY FUND	38,778,650.00	1,168,639.05	22,257,596.58	57.40	16,521,053.42



ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CASH-GENERAL FUND	6,162.53	7,804,548.50
002-000-1110	CASH-HOTEL/MOTEL	1,560.92	23,731.69
110-000-1110	CASH-ROAD USE TAX	20,669.76	2,068,899.63
112-000-1110	CASH-EMPLOYEE BENEFITS	37,242.48	840,341.13
113-000-1110	CASH-RUT CAPITAL	254.16	162,051.74
119-000-1110	CASH-EMERGENCY FUND	3,886.82	74,866.54
121-000-1110	CASH-LOCAL OPTION TAX	83,029.87	1,121,277.98
125-000-1110	CASH-TIF	189,237.74-	2,739,818.62
126-000-1110	CASH-LMI SUBFUND		73,654.13
167-000-1111	RESERVE-WELLS	2.79	1,776.86
167-000-1113	RESERVE-ZWILLING	.18	111.71
167-000-1114	RESERVE-ALBERRY	1.59	1,016.65
168-000-1118	RESERVE-UNDESIGNATED	.01	7.94
168-000-1119	RESERVE-HARMS TRUST, GREEN SP	41.49	26,455.90
169-000-1110	CASH-LIBRARY TRUST	1,413.66-	36,029.99
171-000-1110	CASH-FIRE TRUST	27.37	17,450.82
172-000-1110	CASH-SCORE UNDESIGNATED	8.92	5,689.00
173-000-1110	CASH-SCORE O&M	.41	264.31
174-000-1110	CASH-NORTH STORY BASEBALL	669.30-	5,677.55
175-000-1110	CASH-SENIOR COMM CENTER	806.19	8,915.79
176-000-1110	CASH-GH PIANO	29.81	19,006.38
177-000-1110	CASH-POLICE FOREITURE	19.11	12,186.36
179-000-1122	RESERVE-GRNBLT MAP 2005	5.66	3,606.17
179-000-1124	RESERVE-ST CO TRAIL	.62	397.74
179-000-1125	RESERVE-IND RDG GREENBE	2.69	1,717.00
179-000-1127	RESERVE-UNRESTRICTED	2,830.79-	66,184.88
179-000-1128	RESERVE-SCORE SCOREBOAR	7.21	4,597.48
179-000-1130	RESERVE-LANDSCAPING	17.93	6,437.08
179-000-1131	RESERVE-FIELD MAINT	18.25	11,637.67
179-000-1132	RESERVE-LEW HANSEN SUB	2.22	1,413.10
179-000-1133	RESERVE-87 SOUTHWOOD	11.93	7,603.80
179-000-1134	RESERVE-MARDEAN PARK	1.42	902.45
80-000-1110	CASH-COLUMBIAN MAINT	5.96	3,800.89
81-000-1110	CASH-TRAIL MAINTENANCE	10.21	6,509.43
82-000-1110	CASH-DANIELSON/OTHERTRU	394.46	251,502.79
83-000-1110	CASH-LIB BLDG TRUST	.31	195.58
84-000-1110	CASH-TREES FOREVER	7.15	4,561.61
85-000-1110	CASH-4TH OF JULY	108.47	5,397.59
86-000-1110	CASH-COMM BAND	1.33	848.93
00-000-1110	CASH-DEBT SERVICE	30,608.83	653,959.50
01-000-1110	CASH-CITY HALL/PUBLIC S	.92	586.88
02-000-1110	CASH-LIBRARY BLDG	155.48	99,131.01
04-000-1110	CASH-SC/FIELDHOUSE		56,852.93-
05-000-1110	CASH-RR CROSSING IMP		24.39-
07-000-1110	CASH-SIDEWALKIMPROVEMEN	77.01	49,101.22
10-000-1110	CASH-2021STS PROJ 11TH/S14	9,150.50-	33,674.00-
11-000-1110	CASH-2019 CIP WORK	2,607.88	1,662,749.42
12-000-1110	CASH-2019 SOUTH D AVE PAVING		123,168.32-
15-000-1110	CASH-CBD DOWNTOWN IMPR	327,723.77-	3,676,592.66
21-000-1110	CASH-TRAIL CIP PROJECTS	9,120.06	314,092.03
23-000-1110	CASH-2017STS, WTR, WWT, STM PROJ	549.37	350,269.23

CITY OF NEVADA  
BALANCE SHEET  
CALENDAR 5/2021, FISCAL 11/2021

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
325-000-1110	CASH-LINC HWY/W 18TH ST INTERS		548,265.65-
326-000-1110	CASH-2017BOND, REFUND 20138	.01	8.78
500-000-1110	CASH-PERPETUAL CARE	1,050.00	156,481.58
501-000-1110	CASH-HATTERY		5,000.00
500-000-1110	CASH-WATER O&M	263,596.08	2,256,143.75
501-000-1110	CASH-WATER DEPOSITS	18.24-	78,530.91
502-000-1110	CASH-WATER PLANT UPGRADE RSRV	1,715.00	1,093,463.20
505-000-1110	CASH-WATER 2012C BOND		657,841.73
507-000-1110	CASH-WTR CAPITAL REVOLV	475.62	303,248.06
508-000-1110	CASH-WELL #9/LINE LAGOO	2,435.25-	12,961.50-
510-000-1110	CASH-WASTEWATER O&M	185,457.73	2,217,747.42
515-000-1110	CASH-SEWER CONSTRUCTION	9,317.55	2,420,449.90
516-000-1110	CASH-WWT CIP	156,811.86-	474,390.03-
517-000-1110	CASH-WWT CAPITAL	443.96	283,062.25
518-000-1110	CASH-SRF SPONSORED PROJECT	29,171.43-	54,171.43-
70-000-1110	CASH-GARBAGE UTILITY	6,084.90	2,364.18-
40-000-1110	CASH-STORM WATER UTILIT	14,873.18	750,759.70
10-000-1139	RESERVE-PARK & RECREATI	117.46	74,892.46
10-000-1140	RESERVE-LIBRARY	85.49	54,506.21
10-000-1141	RESERVE-CEMETERY	123.83-	41,531.18
10-000-1142	RESERVE-FINANCE	533.40	340,087.51
10-000-1143	RESERVE-FIRE	1,842.90	329,379.72
10-000-1144	RESERVE-POLICE	258.05	164,532.10
10-000-1146	RESERVE-PLANNING & ZONI	47.20	30,094.40
0-000-1147	RESERVE-GATES HALL	23.49	14,979.86
0-000-1148	RESERVE-TECHNOLOGY	2,390.01-	10,209.88
2-000-1110	CASH-FLEXIBLE BENEFITS	8.85-	1,131.01
0-000-1110	CASH-SICK & VACATION	485.03	309,246.88
	CASH TOTAL	38,118.40-	32,515,031.42
1-000-1120	PETTY CASH - LIBRARY		75.00
1-000-1123	PETTY CASH - POOL		900.00
0-000-1120	PETTY CASH - CITY HALL		600.00
	PETTY CASH TOTAL	.00	1,575.00
1-000-1168	COUNTY FOUNDATION INVES		86,342.60
	SAVINGS TOTAL	.00	86,342.60
	TOTAL CASH	38,118.40-	32,602,949.02

Item # 6D  
Date: 6/28/21

Resolution No. 113 (2020/2021)  
American Rescue Plan Funding  
Page 1 of 1

## RESOLUTION NO. 113 (2020/2021)

### A RESOLUTION REQUESTING FUNDING FROM THE AMERICAN RESCUE PLAN

WHEREAS, the Department of the Treasury is authorized to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery fund; and

WHEREAS, the City of Nevada agrees, as a condition to receiving such payment from the Treasury, to the terms attached hereto in the U.S. Department of The Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions form; and

WHEREAS, the City Council of the City of Nevada authorizes the City Administrator authority to apply for such funds as are available and to manage the use of the funds and all proper reporting as spelled out in the attached Award Terms and Conditions; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Nevada, Iowa, hereby requests funding from the Department of the Treasury through the American Rescue Plan, Coronavirus Local Fiscal Recovery Fund. All formal published Federal and State of Iowa guidance on how the funds should be appropriated will be followed.

PASSED AND APPROVED this 28<sup>th</sup> day of June, 2021.

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

ATTEST:

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

Moved by Council Member \_\_, seconded by Council Member \_\_ that Resolution No. 113 (2020/2021) be adopted.

Ayes: \_\_\_\_

Nays: \_\_\_\_

Absent: \_\_\_\_

The Mayor declared Resolution No. 113 (2020/2021) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 113 (2020/2021) at the regular Council Meeting of the City of Nevada, Iowa, held on the 28<sup>th</sup> day of June, 2021.

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

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OMB Approved No. 1505-0271  
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: City of Nevada, IA 1209 6th St, PO Box 530 Nevada, IA 50201	DUNS Number: 37926482 Taxpayer Identification Number: 426005023 Assistance Listing Number: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

\_\_\_\_\_  
Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

\_\_\_\_\_  
Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS

1. Use of Funds.
  - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
  - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.



9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

## **ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**

### **ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

---

Recipient

---

Date

---

Signature of Authorized Official

#### PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

Item # 6E  
Date: 6/28/21

www.imwca.org

IOWA MUNICIPALITIES WORKERS' COMPENSATION ASSOCIATION



**Nevada (0585)**

**Estimated Premium Schedule as of 5/10/2021**

**Policy Period: 7/1/2021-7/1/2022**

**Workers' Compensation Coverage**

Class Code	Description	Rate	Payroll	Premium	Modified Premium	Discounted Premium
5506	Street or Road Paving	7.72%	304,509	23,508	16,926	7,177
7520	Waterworks Operations & Driver	3.53%	231,484	8,171	5,883	2,494
7580	Sewage Disposal Plant Operation	2.67%	204,889	5,471	3,939	1,670
7705V	Ambulance Service Companies, Volunteer EMS providers & drivers.	5.49%	3,082	169	122	52
7710	Firefighters & Drivers	45.86%	76,336	35,008	25,206	10,687
7711	Volunteer Firefighters & Drivers	45.86%	22,419	10,281	7,402	3,138
7720	Police Officers & Drivers	3.39%	693,628	23,514	16,930	7,178
8810	Clerical Office Employees - NO	0.21%	757,301	1,590	1,145	485
8810V	Elected or Appointed Officials	0.21%	11,760	25	18	8
8831	Hospital - Veterinary & Driver	1.42%	42,120	598	431	183
9015	Building Maintenance - Operation	3.36%	181,780	5,436	3,914	1,660
9101	Public Library/Museums - Maint	5.04%	14,500	731	526	223
9102	Parks NOC - All Employees	3.81%	324,658	12,369	8,906	3,776
9154	Theater noc:All Others	1.89%	1,500	28	20	8
9220	Cemetery Operations & Drivers	5.21%	68,307	3,559	2,562	1,086
9402	Street Cleaning & Drivers	5.29%	16,965	897	646	274
9410	Municipal Employees	2.6%	75,834	1,972	1,420	602
<b>Totals:</b>			<b>3,011,072</b>	<b>133,327</b>	<b>95,996</b>	<b>40,701</b>

**Your IMWCA Discount for Workers' Compensation Coverage:**

Longevity Credit:	\$ 6,720	7%
Loss Experience Credit:	\$ 24,959	26%
Large Premium Discount:	\$ 13,439	14%
<b>Total Discount:</b>	<b>\$ 45,118</b>	<b>47%</b>

**Workers' Compensation Premium Calculation**

Pure Premium:	\$ 133,327
Experience Modification Factor: X	.72
Modified Premium:	\$ 95,996
IMWCA Discount Amount: -	\$ 45,118
Discounted Premium:	\$ 50,878
Good Experience Bonus: X	.80
Expense Constant: +	\$ 160
Annual Premium:	\$ 40,861
Total Premium:	\$ 40,861

**Total Estimated Coverage Premium: \$ 40,861**

**This is not an invoice.**



Item # 6F  
Date: 6/28/21

## Member Invoice

Member Name: City of Nevada  
Policy Number: R0324PC2021-1

Anniversary Date: 07/01/2021

Coverage	Limit of Coverage	Contribution
General Liability	\$2,000,000	\$49,906
Auto Liability	\$2,000,000	\$10,963
Law Enforcement Liability	\$2,000,000	\$5,219
Public Officials Liability	\$2,000,000	\$6,462
Excess Liability	\$8,000,000	\$22,094
Vehicles	\$3,676,304	\$15,813
Property	\$68,627,502	\$87,124
Equipment Breakdown	Included	Included
Crime	\$25,000	\$0
Bond		\$1,451
<b>TOTAL CONTRIBUTION</b>		<b>\$199,032</b>

**MAKE CHECKS PAYABLE TO IOWA COMMUNITIES ASSURANCE POOL ON OR BEFORE:**  
07/01/2021

Payment for this invoice can be submitted electronically via the ICAP website. Please visit [www.icapiowa.com](http://www.icapiowa.com) and click "Member Pay" at the top right of the page to pay via ACH transfer. There is no fee for utilizing this service. If you require assistance or prefer to pay via check, please contact the ICAP office via 1-800-383-0116.



Item # 7  
Date: 6/28/21

CITY OF NEVADA, IOWA  
1209 SIXTH STREET  
PHONE: 382-5466 FAX: 382-4502  
BOARD/COMMISSION MEMBER APPLICATION

NAME: James E Woodard Jr.

ADDRESS: 935 8th St. Nevada, IA 50201

HOME PHONE: \_\_\_\_\_ WORK PHONE: [REDACTED]

CELL NUMBER: [REDACTED] E MAIL ADDRESS: [REDACTED]

Please indicate your areas of interest by prioritizing them with 1 being the highest interest, etc.

CHOICE	NAME OF BOARD	CURRENT MEETING TIMES
_____	Parks/Recreation/Cemetery Board	3 <sup>rd</sup> Wednesday 5:15 p.m.
_____	Planning and Zoning Commission	1 <sup>st</sup> Monday 6:15 p.m.
_____	Board of Adjustment (as called)	2 <sup>nd</sup> Tuesday 10:00 a.m.
<u>1</u>	Library Board	3 <sup>rd</sup> Monday 5:00 p.m.
_____	Historic Preservation Commission	As needed
_____	Nevada Senior Community Center Board	As needed 8:30 a.m.
_____	City Council Member (when vacancy)	2 <sup>nd</sup> and 4 <sup>th</sup> Mondays 6:00 p.m.
_____	Any Various Committee	As needed

Boards meet on a monthly basis and are occasionally called in for special meetings or work sessions, please note if this would cause a problem and/or what times do not work for you?

My current work schedule is Friday-Sunday. Outside of these days scheduling conflicts should be limited.

Please explain why you feel qualified to serve the City of Nevada as a member of this board.

I believe I bring a set of skills and life experiences that would be beneficial to the board. Having previous experience in both social and professional settings as a member and leader of various committees, most recently within my professional society I am well acquainted with navigating the challenges that accompany group dynamics. As a member of the Nevada community, I am an invested stakeholder in the future of the library. As a parent of children across multiple age groups, I am interested in keeping the library relevant to current and future generations. Coupled with the fact that my current lifestyle allows me extra time to contribute to my community, I believe I would be a valuable addition to the library board.

If appointed to this board, what would be some of your goals and objectives in helping this board move forward?

I would like to see increased advertising and exposure for the adult and family activities.

If you have any other comments you would like to share regarding your application or about yourself, please use the back of this page.

If there is no opening for a position on your board of choice, would you be interested in being considered in the future. (Circle One) Yes No

City of Nevada Board Application

CITY OF NEVADA, IOWA  
1209 SIXTH STREET  
PHONE: 382-5466 FAX: 382-4502  
BOARD/COMMISSION MEMBER APPLICATION

MAY 6 2019

NAME: Theresa May Presley OTHER NAMES USED: McDougal (maiden)  
First, Middle, Last

ADDRESS: 846 Shagbark Drive EMAIL: [REDACTED]

PHONE # HOME: [REDACTED] WORK: [REDACTED] CELL: [REDACTED]

PLACE OF BIRTH: [REDACTED] DATE OF BIRTH: [REDACTED]

Please indicate your areas of interest by prioritizing them, with 1 being the highest interest, etc.

CHOICE	NAME OF BOARD	CURRENT MEETING TIMES
<u>      </u>	Board of Appeals	As needed
<u>      </u>	Parks and Recreation Board	3 <sup>rd</sup> Wednesday 5:15 p.m.
<u>      </u>	Planning and Zoning Commission	1 <sup>st</sup> Monday 6:15 p.m.
<u>      </u>	Gates Hall Board	As needed
<u>      </u>	Board of Adjustment (as called)	2 <sup>nd</sup> Tuesday 10:00 a.m.
<u>  ①  </u>	Library Board	3 <sup>rd</sup> Monday 5:00 p.m.
<u>      </u>	Historic Preservation Commission	As needed
<u>      </u>	Nevada Senior Community Center Commission	As needed 8:30 a.m.
<u>      </u>	Re-Development Incentive Fund Committee	As needed
<u>      </u>	City Council Member	2 <sup>nd</sup> and 4 <sup>th</sup> Mondays 6:00 p.m.
<u>      </u>	Community Betterment Committee	As needed

Boards meet on a monthly basis and are occasionally called in for special meetings or work sessions, please note if this would cause a problem and/or what times do not work for you?

I am able to attend the 5pm monthly Library Board meetings.  
For special meetings, I may have work conflicts but can usually block out the time if I have advanced notice.

Please explain why you feel qualified to serve the City of Nevada as a member of this board.

I have been involved in K-12 education for over 30 years, with 20 years as a special education consultant. I am knowledgeable in literacy and in the needs of persons with disabilities, such as accessibility.

If appointed to this board, what would be some of your goals and objectives in helping this board move forward?

I will support the Nevada Public Library in providing print and digital resources, services, and programs for all ages.

If you have any other comments you would like to share regarding your application or about yourself, please use the back of this page.

If there is no opening for a position on your board of choice, would you be interested in being considered in the future. (Circle One) Yes No

\*A Background check will be required before an appointment is made. Any results from such background check may be subject to open records law.

P:\OfficeForms\Board Application.doc

CITY OF NEVADA, IOWA  
1709 SIXTH STREET  
PHONE: 382-5466 FAX: 382-4502  
BOARD COMMISSION MEMBER APPLICATION

NAME: Dee Manson  
ADDRESS: 601 Southwoods Dr. Nevada  
HOME PHONE: [REDACTED] WORK PHONE: [REDACTED]  
CFLI NUMBER: [REDACTED] E-MAIL ADDRESS: [REDACTED]

Please indicate your areas of interest by prioritizing them, with 1 being the highest interest, etc.

CHOICE	NAME OF BOARD	CURRENT MEETING TIMES
<input type="checkbox"/>	Parks Recreation Cemetery Board	3 <sup>rd</sup> Wednesday 5:15 p.m.
<input type="checkbox"/>	Planning and Zoning Commission	1 <sup>st</sup> Monday 6:15 p.m.
<input type="checkbox"/>	Board of Adjustment (as called)	2 <sup>nd</sup> Tuesday 10:00 a.m.
<input type="checkbox"/>	Library Board	3 <sup>rd</sup> Monday 5:00 p.m.
<input type="checkbox"/>	Historic Preservation Commission	As needed
<input checked="" type="checkbox"/>	Nevada Senior Community Center Board	As needed 8:30 a.m.
<input type="checkbox"/>	City Council Member (when vacancy)	2 <sup>nd</sup> and 4 <sup>th</sup> Mondays 6:00 p.m.
<input type="checkbox"/>	Any Various Committees	As needed

Boards meet on a monthly basis and are occasionally called in for special meetings or work sessions, please note if this would cause a problem and/or what times do not work for you?

Please explain why you feel qualified to serve the City of Nevada as a member of this board.

*Because I have been an active member at the Senior Center for the last 10 years*

If appointed to this board, what would be some of your goals and objectives in helping this board move forward?

*I would be happy to work with the other board members in making decisions that are best for the Co*

If you have any other comments you would like to share regarding your application or about yourself, please use the back of this page.

If there is no opening for a position on your board of choice, would you be interested in being considered in future. (Circle One) Yes ☒ No

ORDINANCE NO. 1018

AN ORDINANCE AMENDING SECTION 15.06 AND 17.07 OF THE NEVADA CODE OF ORDINANCES FOR THE PURPOSE OF INCREASING THE COMPENSATION FOR MAYOR AND ALL COUNCIL MEMBERS, BEGINNING JANUARY 1, 2022

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

**SECTION 1. AMEND CHAPTERS** 15.06 Mayor Compensation and 17.07 Council Compensation. The Code of Ordinances of the City of Nevada, Iowa, is hereby amended by repealing Section 15.06 Compensation and 17.07 Compensation and adopting the new sections stated as follows:

**15.06 COMPENSATION.** The salary of the Mayor is ~~twenty-four hundred~~ **five thousand two hundred** dollars (~~\$2400.00~~ **5,200.00**) per year, payable on a bi-weekly basis. In addition, the Mayor receives a car allowance for the use of his or her personal vehicle while on City business, the amount of which shall be set by the Council from time to time by written resolution. Compensation will be reviewed every four (4) years and may be adjusted in accordance with Iowa Code §372.13 to align with comparable cities and duties of the office.

**19.06 COMPENSATION.** The salary of each Council Member is ~~twenty-five~~ **fifty** dollars (~~\$25.00~~ **\$50.00**) for each regular and special meeting of the Council attended. Compensation will be reviewed every four (4) years and may be adjusted in accordance with Iowa Code §372.13 to align with comparable cities and duties of the office.

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

**SECTION 2. SEVERABILITY CLAUSE.** If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

**SECTION 3. WHEN EFFECTIVE.** This ordinance shall become effective for all Council members and Mayor from and after January 1, 2022, and following its final passage, approval, and publication as provided by law.

PASSED AND APPROVED this 14<sup>th</sup> day of June, 2021, through the first reading.

PASSED AND APPROVED this 28<sup>th</sup> day of June, 2021, second reading.

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

Enacted upon publication.

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

ATTEST:

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

1<sup>st</sup> Reading – June 14, 2021

Motion by Council Member Jason Sampson, seconded by Council Member Barb Mittman, to adopt the first reading of Ordinance No. 1018.

AYES: Sampson, Mittman, Ehrig

NAYS: Nealson, Spence

ABSENT: Hanson

2<sup>nd</sup> Reading – June 28, 2021

Motion by Council Member \_\_\_, seconded by Council Member \_\_\_, to approve the second reading of Ordinance No. 1018.

AYES: \_

NAYS: \_

ABSENT: \_

3<sup>rd</sup> Reading – \_

Motion by Council Member \_\_\_, seconded by Council Member \_\_\_, to approve the third and final reading of Ordinance No. 1018.

AYES: \_

NAYS: \_

ABSENT: \_

The Mayor declared Ordinance No. 1018 adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Ordinance No. 1018 (2020/2021) at the regular Council Meeting of the City of Nevada, Iowa, held on the \_ day of \_\_, 2021.

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

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5525 Merle Hay Road | Suite 200 | Johnston, IA 50131  
Main 515.275.2913 Fax 515.275.1848

June 23, 2021

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

Re: WWTF Improvements – Phase 1: Change Order #1 Recommendation

Dear Jordan:

The following items combined with Change Order #1 on the above referenced project are presented for consideration of approval by City Council. HR Green recommends approval of all change order items.

1. Adjustment of contract unit quantities and line item totals – The line item quantities have been adjusted to match the as-built quantities. Per the contract, total compensation for each line item is based on unit price and installed quantity. The as-built quantities and line item totals are adjusted per the enclosed tabulation.
2. Deduction for cancelled field testing services – The City employed and paid for an independent agency to complete soils testing and compaction and concrete testing services for the Work. The contractor is responsible for payment of all retesting due to failure of initial tests. The contractor was responsible for coordination of testing scheduling, including cancellation of requesting testing services prior to the testing agency's departure from their office to the site. During the course of the project there were two separate times when the testing agency arrived on-site and the Work was not ready for testing resulting in cancelled services charges. Testing agency invoices showing cancelled services are enclosed. As this work was under the control of the contractor, HR Green recommends the contractor be responsible for these costs and recommends withholding these amounts from the final payment. The total deduction from the Contract Price is \$695.00 with no change in Contract Schedule.
3. Addition of work to remove boulders from site – The contractor encountered numerous large boulders during mass site grading activities. The City desired to retain all boulders and stockpile them in one location on site near 270<sup>th</sup> Street. The contractor hauled this material as requested and submitted the enclosed invoice for these services. HR Green recommends payment for this item. The total increase in the Contract Price is \$1,250.00 with no change in Contract Schedule.

Overall, Change Order #1 will increase the Contract Price by \$3,574.80 with no change in Contract Schedule. Please formally approve Change Order #1 and return an executed copy to our office. Please feel free to contact me with any questions regarding this change order.

Sincerely,  
HR GREEN, INC.

A handwritten signature in blue 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)  
Rebecca Wenthold, Wenthold Excavating (via email)  
Kerin Wright, City (via email)  
Suresh Kumar, IDNR (via email)



# HRGreen

5525 Merle Hay Road, Suite 200  
Johnston, IA 50131  
(515) 278-2913 Fax (515) 278-1846

**CO No. 1**  
Change Order

Distribution:			
Contractor	<input checked="" type="checkbox"/>	Field	<input type="checkbox"/>
Owner	<input checked="" type="checkbox"/>	Other	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>	Other	<input type="checkbox"/>

Nevada WWTF Improvements – Phase 1 Nevada, Iowa	Date Issued	6/23/21
	Project No.	160473.01
Wenthold Excavating, LLC 1212 E. Walnut St., Unit A Elkhart, IA 50073	Contract Date	October 21, 2020
	Notice to Proceed Date	November 17, 2020

See attached cover letter.

1. Adjustment of contract unit quantities and line item totals	\$3,019.80
2. Deduction for cancelled field testing services	(\$695.00)
3. Addition of work to remove boulders from site	\$1,250.00
<b>Total</b>	<b>\$3,574.80</b>

	Contract Price	Substantial Completion	Final Completion
Original Contractual Limit	\$1,133,757.00	April 30, 2021	May 14, 2021
Net Change by previously-authorized Change Order(s)	\$0.00	0 days	0 days
The Contractual limit prior to this Change Order	\$1,133,757.00	April 30, 2021	May 14, 2021
The Contract will be adjusted by this Change Order in the amount of	\$3,574.80	0 days	0 days
The new Contractual limit including this Change Order will be	\$1,137,331.80	April 30, 2021	May 14, 2021

**NOT VALID UNTIL SIGNED BY THE CONTRACTOR, OWNER'S REPRESENTATIVE, If applicable, AND OWNER**

Contractor <b>Wenthold Excavating, LLC</b>	Owner's Representative <b>HR Green, Inc.</b>	Owner <b>City of Nevada, Iowa</b>
By	By	By
Date: 6/23/2021	Date: 6/23/21	Date:

AS-BUILT PROJECT QUANTITIES						
ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	UNIT PRICE	AS-BUILT TOTAL QUANTITIES	VALUE OF COMPLETED WORK
DIVISION 1 - GENERAL REQUIREMENTS						
1	11020-108-A	Mobilization	LS	\$ 47,000.00	1	\$ 47,000.00
2	11010-108-A	Construction Survey	LS	\$ 3,500.00	1	\$ 3,500.00
DIVISION 2 - EARTHWORK						
3	2010-108-C-0	Clearing and Grubbing	LS	\$ 1,500.00	1	\$ 1,500.00
4	2010-108-E-0	Excavation, Class 10 Reuse on site	CY	\$ 1.80	75800	\$ 136,440.00
5	2010-108-D-1	Topsoil, Onsite, Strip, Salvage, and Spread	CY	\$ 3.50	37800	\$ 132,300.00
DIVISION 4 - SEWERS AND DRAINS						
6	4010-108-A-1	Influent Trunk Sewer, Trenched, Original Materials, 30 IN	LF	\$ 129.25	1416	\$ 183,018.00
7	4010-108-A-1	Influent Trunk Sewer and Effluent Outfall Sewer, Trenched, DIP, 30 IN	LF	\$ 330.00	237	\$ 78,210.00
8	4010-108-A-1	Effluent Outfall Sewer, Trenched, RCP, 30 IN	LF	\$ 117.00	490	\$ 57,330.00
9	4020-108-A-1	Storm Sewer, Trenched, RCP (III), 54 IN	LF	\$ 230.00	282	\$ 64,860.00
10	4030-108-B-0	Sanitary Outfall RCP Pipe Apron, Type 1, 30 IN	EA	\$ 3,487.00	1	\$ 3,487.00
11	4030-108-B-0	Storm Sewer, RCP Apron, Type 2, 54 IN	EA	\$ 6,985.00	3	\$ 20,955.00
12	4030-108-C-0	Footing for Concrete Pipe Apron, Type 1, 30 IN	EA	\$ 1,540.00	0.5	\$ 770.00
13	4030-108-C-0	Footing for Concrete Pipe Apron, Type 2, 54 IN	EA	\$ 2,500.00	3	\$ 7,500.00
14	SPECIAL	Triple 54" Culvert Headwall	LS	\$ 70,000.00	1	\$ 70,000.00
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS						
15	6010-108-A-0	Sanitary Manhole, SW-301, 60 IN, First Top	EA	\$ 20,150.00	5	\$ 100,750.00
16	6010-108-A-0	Sanitary Manhole, SW-301, 60 IN, First Top	EA	\$ 22,000.00	1	\$ 22,000.00
DIVISION 9 - SITEWORK & LANDSCAPING						
17	9010-108-A-0	Seeding, Fertilizing, and BFM Mulching - Type 5	AC	\$ 2,700.00	48.1	\$ 129,870.00
18	9040-108-A-2	SWPPP Management	LS	\$ 3,900.00	1	\$ 3,900.00
19	9040-108-N-1	Site Fence, Installation	LF	\$ 1.75	9,088	\$ 15,904.00
20	9040-108-N-2	Site Fence, Maintenance	LF	\$ 0.10	25,700	\$ 2,570.00
21	9040-108-N-3	Site Fence, Removal	LF	\$ 0.10	508	\$ 50.80
22	9040-108-J-0	Rip Rap, Class E, Outfall Apron and Bank Protection	TON	\$ 63.00	249	\$ 15,687.00
23	9040-108-J-0	Rip Rap, Class E, Triple 54" Dissipation Basin	TON	\$ 63.00	375	\$ 23,625.00
24	9040-108-J-0	RIP RAP, Macadam Stone, Triple 54" Dissipation	TON	\$ 40.00	94	\$ 3,760.00
25	9040-108-J-0	Rip Rap, Class E, Triple 54" Inlet Protection	TON	\$ 63.00	60	\$ 3,780.00
26	9040-108-O-1	Stabilized Construction Entrance	EA	\$ 5,000.00	1	\$ 5,000.00
DIVISION 11 - MISCELLANEOUS						
27	11050-108-A-0	Concrete Washout	EA	\$ 3,000.00	1	\$ 3,000.00
TOTAL						\$ 1,136,776.80





# INVOICE

1523 S Bell Ave Ste 104  
Ames, IA 50010-7718  
515-232-0950

Project Mgr: Jared Beckham

**Project:** Nevada Waste Water Treatment Facility Improvements -  
Ph 1  
270th St  
Nevada, IA

**To:** HR Green, Inc.  
Attn: Mike Roth  
5525 Merle Hay Rd Ste 200  
Johnston, IA 50131-1448

**REMIT TO:**

Invoice Number: TE78529

Terracon Consultants, Inc.  
PO Box 959673  
St Louis, MO 63195-9673

Federal E.I.N.: 42-1249917

Project Number: AB201040  
Invoice Date: 2/22/2021  
Services Through: 2/13/2021

Description of Services	Quantity	Rate	Total
<b>TASK: 01 - Earthwork Observation and Testing</b>			
Testing Technician, per hour	10.25	\$80.00	\$820.00
Mileage	220.00	\$0.900	\$198.00
Field Density Test by Nuclear Method, per test	11.00	\$15.00	\$165.00
		<b>Task Total</b>	<b>\$1,183.00</b>
<b>TASK: 02 - Laboratory Soil/Aggregate Testing</b>			
Standard Proctor Test (4-inch mold), each	1.00	\$150.00	\$150.00
		<b>Task Total</b>	<b>\$150.00</b>
<b>TASK: 20 - Project Management</b>			
Administrative Services, per hour	0.75	\$100.00	\$75.00
Project Coordinator, per hour	1.00	\$100.00	\$100.00
Project Manager/Engineer, per hour	2.00	\$130.00	\$260.00
		<b>Task Total</b>	<b>\$435.00</b>
<b>TASK: 21 - Cancellation</b>			
Testing Technician, per hour	3.00	\$80.00	\$240.00
Mileage	60.00	\$0.900	\$54.00
		<b>Task Total</b>	<b>\$294.00</b>

**Invoice Total \$2,062.00**

## **CANCELLED SERVICE REPORT**

**Report Number:** AB201040.0009  
**Service Date:** 01/22/21  
**Report Date:** 02/01/21  
**Task:** 21 - Cancellation

**Terracon**

1523 S Bell Ave Ste 104  
Ames, IA 50010-7718  
515-232-0950

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### **Client**

HR Green, Inc.  
Attn: Mike Roth  
5525 Merle Hay Rd Ste 200  
Johnston, IA 50131-1448

### **Project**

Nevada Waste Water Treatment Facility Improvements - Ph 1  
270th St  
Nevada, IA

Project Number: AB201040

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**Service Requested By:** James with On Track

**Contractor:** On Track

**Reason for Cancellation:** Arrived on site for compaction testing, but was informed by on site foreman, James, that they would not be ready for testing today. Will call and schedule for a future appointment.

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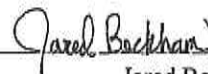
### **Services:**

**Terracon Rep.:** Mark Anderson  
**Reported To:** James w/ Ontrack  
**Contractor:**  
**Report Distribution:**

(1) HR Green, Inc., Mike Roth

(1) Terracon Consultants, Inc., Jared  
Beckham

**Reviewed By:**



Jared Beckham  
Staff Engineer

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.



# INVOICE

1523 S Bell Ave Ste 104  
Ames, IA 50010-7718  
515-232-0950

Project Mgr: Theresa Stromberg-Murphy

**Project:** Nevada Waste Water Treatment Facility Improvements -  
Ph 1  
270th St  
Nevada, IA

**To:** HR Green, Inc.  
Attn: Mike Roth  
5525 Merle Hay Rd Ste 200  
Johnston, IA 50131-1448

**REMIT TO:**

**Invoice Number:** TF03927

**Terracon Consultants, Inc.**  
**PO Box 959673**  
**St Louis, MO 63195-9673**

**Federal E.I.N.:** 42-1249917

**Project Number:** AB201040  
**Invoice Date:** 4/26/2021  
**Services Through:** 4/17/2021

Description of Services	Quantity	Rate	Total
<b>TASK: 01 - Earthwork Observation and Testing</b>			
Testing Technician, per hour - OT	1.00	\$120.00	\$120.00
Testing Technician, per hour	30.50	\$80.00	\$2,440.00
Mileage	478.00	\$0.900	\$430.20
Field Density Test by Nuclear Method, per test	41.00	\$15.00	\$615.00
	<b>Task Total</b>		<b>\$3,605.20</b>
<b>TASK: 02 - Laboratory Soil/Aggregate Testing</b>			
Standard Proctor Test (4-inch mold), each	4.00	\$150.00	\$600.00
	<b>Task Total</b>		<b>\$600.00</b>
<b>TASK: 09 - Portland Cement Concrete Testing</b>			
Testing Technician, per hour - OT	0.50	\$120.00	\$60.00
Testing Technician, per hour	13.25	\$80.00	\$1,060.00
Mileage	208.00	\$0.900	\$187.20
Compressive Strength C39 (for Our Lab), Made by Terracon, each	22.00	\$19.00	\$418.00
	<b>Task Total</b>		<b>\$1,725.20</b>
<b>TASK: 20 - Project Management</b>			
Administrative Services, per hour	0.25	\$100.00	\$25.00
Project Coordinator, per hour	6.50	\$100.00	\$650.00
Project Manager/Engineer, per hour	10.00	\$130.00	\$1,300.00
	<b>Task Total</b>		<b>\$1,975.00</b>
<b>TASK: 21 - Cancellation</b>			
Testing Technician, per hour	4.00	\$80.00	\$320.00
Mileage	90.00	\$0.900	\$81.00
	<b>Task Total</b>		<b>\$401.00</b>

**TERMS: DUE UPON PRESENTATION OF INVOICE**



# INVOICE

**Invoice No.:** TF03927  
**Project No.:** AB201040  
**Project:** Nevada Waste Water Treatment  
Facility Improvements - Ph 1  
270th St  
Nevada, IA

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**Project Mgr:** Theresa Stromberg-Murphy

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<b>Invoice Total</b>	<b>\$8,306.40</b>
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Tel: (515) 220-4360 Fax: (515) 220-4289



4/30/2021

Due 30 days from receipt

<b>Charge Description</b>	<b>TOTAL</b>
4/29/21: 5 hours removing boulders from jobsite and placing near entrance to the jobsite. 5 x \$1250/hour	\$1,250.00
<b>TOTAL DUE</b>	<b>\$1,250.00</b>

Item # 9B-2  
Date: 6/28/21



6550 S. Monte Play Road | Suite 200 | Johnston, IA 50131  
Main 515 278 2815 Fax 515 278 1845

June 24, 2021

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

Re: WWTF Improvements – Phase 1: Partial Payment Application #7 Recommendation

Dear Jordan:

Partial Payment Application #7 for the above project was received and reviewed by our office. Wenthold Excavating is requesting payment for: Change Order #1 items.

All work is complete on the project. Final acceptance of the project has been recommended.

Overall, we recommend payment in the amount of \$527.25. 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 blue 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)  
Rebecca Wenthold, Wenthold Excavating (via email)  
Kerin Wright, City (via email)

J:\2016\160473.01\Construction\Payment\Pay\_Estimates\#7\tr-062421-Pay\_Request\_#7\_recommendation-Nevada\_WWTF\_Ph\_1.docx

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

AIA DOCUMENT G702  
APPLICATION NO: 7  
PAGE ONE OF 2 PAGES  
PERIOD TO: 6/23/2021  
PROJECT NOS:  
Distribution to:  
☒ OWNER  
☐ ARCHITECT  
☐ CONTRACTOR

CONTRACT FOR: Nevada WWTF  
**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 \$ 3,574.80
- 3. CONTRACT SUM TO DATE (Line 1 + 2) 1,137,331.80 \$
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,137,331.80
- 5. RETAINAGE:
  - a. 5% of Completed Work \$ 56,866.59
  - b. % of Stored Material \$ 0
- 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 1,080,465.21
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 1,079,937.96
- 8. CURRENT PAYMENT DUE \$ 527.25
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 56,866.59

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months			
Total approved this Month			
Number	Date Approved		
COI		3,574.80	
Totals			
NET CHANGES by Change Order			\$3,574.80

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: *Wenthold Excavating LLC*  
By: \_\_\_\_\_ Date: 6/23/2021

State of: \_\_\_\_\_ County of: \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
Notary Public: *Christine Rodrick*  
My Commission expires: \_\_\_\_\_

**CHRISTINE RODRICK**  
Commission Number 809165  
My Commission Expires February 27, 2024

**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 ..... \$ 527.25

General Contractor  
By: \_\_\_\_\_ Date: \_\_\_\_\_







Item # 98-3  
Date: 6/28/21



15525 Merle Hay Road | Suite 200 | Johnston, IA 50131  
Main 515.278.2913 • Fax 515.278.1345

06/28/21 10:11 AM

June 24, 2021

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

Re: WWTF Improvements – Phase 1: Final Completion & Final Payment Recommendation

Dear Jordan:

HR Green recommends that the City of Nevada, Iowa accepts the Work finally complete in general accordance with the terms and conditions of the contract for the above referenced project as of May 14, 2021.

HR Green recommends no assessment of liquidated damages for the project and release of retainage for final payment in accordance with the terms and conditions of the contract.

Sincerely,  
HR GREEN, INC.

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

Michael Roth, P.E.  
Project Manager

Enclosure

Cc: Cory Wenthold, Wenthold Excavating (via email)  
Bryan Spriggs, Wenthold Excavating (via email)  
Rebecca Wenthold, Wenthold Excavating (via email)  
Kerin Wright, City (via email)  
Suresh Kumar, IDNR (via email)

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**RESOLUTION NO. 114 (2020/2021)**

**A RESOLUTION ACCEPTING THE  
WASTEWATER TREATMENT FACILITY-PHASE 1, PROJECT AS COMPLETE**

WHEREAS, the City Council of the City of Nevada, Iowa, entered into contract with Wenthold Excavating, LLC, to construct the Wastewater Treatment Facility Improvements-Phase 1 Project on October 21, 2020; and

WHEREAS, the project has now been completed by the Contractor, and inspected and recommended for approval by HR Green, Inc.; and

WHEREAS, the completed total construction price is \$ 1,137,331.80; and

WHEREAS, HR Green, Inc. has found that this project has been completed in substantial conformance with the contract documents and recommends acceptance of the work completed. The Statement of Completion and Final Acceptance of Work is submitted for execution.

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

1. The Wastewater Treatment Facility-Phase 1 Project has been completed in conformance with the construction documents and is hereby accepted; and the Statement of Completion and Final Acceptance of Work be approved and executed by the Mayor.
2. The City Clerk is directed to release retainage in 30 days.

RESOLVED this 28<sup>th</sup> of June, 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. 114 (2020/2021) be adopted.

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

The Mayor declared Resolution No. 114 (2020/2021) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 114 (2020/2021) at the regular Council Meeting of the City of Nevada, Iowa, held on the 28<sup>th</sup> day of June, 2021.

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

**RESOLUTION NO. 115 (2020/2021)**

**A RESOLUTION ESTABLISHING FISCAL YEARS 21/22, 22/23 AND 23/24 SALARY RANGES  
AND JULY 1, 2021 SALARY WAGE FOR NON-UNION STAFF**

WHEREAS, the City Council has received recommendations from the Salary Study and of the City Administrator; and

WHEREAS, the City Council desires to establish Salary Ranges for each Non-Union Position; and

WHEREAS, these Salary Ranges as shown in Exhibit "A" will be evaluated by the City Administrator and staff every three years; and

WHEREAS, the City Council desires to set the recommended Non-Union Wage per employee as in Exhibit "B" and be effective with the payroll date that includes July 1, 2021; and

WHEREAS, the Pay for Performance Evaluation Tool previously adopted will be used going forward for all employees. Those Non-Union Employees will receive a salary adjustment annually, beginning with July 1, 2022, for the pay date that includes July 1, based on the score from the Evaluation Tool; and

WHEREAS, any new Non-Union Employee hired after July 1, 2021 will receive a 6-month evaluation and receive a salary adjustment reflecting 50% of the score received and an additional evaluation for the July 1<sup>st</sup> date with a 100% of the score received; and

WHEREAS, it is in the best interest of the City that the recommendations and the attached schedule of Salary Ranges and Employee Wage be adopted and implemented beginning with the payroll that includes July 1, 2021; and

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

1. The Salary Ranges (FY 2021/2022, 2022/2023, and FY 2023/2024) for the Non-Union positions attached hereto and marked Exhibit "A" is hereby adopted, and the same shall supersede any and all salary ranges previously established. The City Administrator is hereby directed to implement the said Salary Ranges for the positions effective the payroll including July 1, 2021 for FY 2021/2022 July 1, 2022 for FY 2022/2023, and July 1, 2023 for FY 2023/2024.
2. The Employee Wage, attached hereto and marked Exhibit "B" is hereby adopted, and the City Administrator shall implement the new wage with the payroll date that includes July 1, 2021, and going forward the Non-Union Employees adjustment will be based on their evaluation, using the tool previously adopted.

3. The Pay for Performance Evaluation Tool will also be used for any new hires after July 1, 2021 for a 6-month evaluation with an increase based on 50% of the score received.

Passed and approved this 28<sup>th</sup> day of June, 2021.

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

ATTEST:

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

Moved by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. 115 (2020/2021) be adopted.

AYES:           —  
NAYS:           —  
ABSENT:       —

The Mayor declared Resolution No. 115 (2020/2021) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 115 (2020/2021) at the regular Council Meeting of the City of Nevada, Iowa, held on the 28<sup>th</sup> day of June, 2021.

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

W:\OFFICE\COUNCIL\RESOLUTIONS\2020-2021\JJJ-21-22, 22-23, 23-24 NON UNION SALARY PAY RANGES.DOC  
Attachment.

# NON UNION PAY RANGES FOR FY22, FY23, FY24

EXHIBIT "A"

POSITION	FY2021/2022		Min Range	Max Range
City Administrator			54.13	72.20
Public Safety Director/Police Chief			42.50	56.57
Public Works Director, Police Chief (only)			39.54	52.73
Finance Director/City Clerk			37.12	49.51
Fire Chief, Lieutenant			35.34	47.03
Library Director, Park and Rec Director			33.11	44.16
Sergeant			31.24	41.58
Street Supervisor, Wastewater Supervisor, Water Supervisor			30.31	40.42
Building & Zoning Official			27.66	36.89
Deputy City Clerk, Asst Parks & Rec Director, Asst Library Director			25.44	33.92
Accountant, Youth Librarian, Police Clerk II			21.14	28.19
Community Service Officer, Utility Clerk, Development & Communications Specialist, Program Asst, Assoc Librarian II, Police Clerk I			19.99	26.66
Assoc Librarian I			16.13	21.52
Office Clerk-Part Time			12.27	16.37

POSITION	FY2022/2023	1% Incr	Min Range	Max Range
City Administrator			54.67	72.92
Public Safety Director/Police Chief			42.93	57.14
Public Works Director, Police Chief (only)			39.94	53.26
Finance Director/City Clerk			37.49	50.01
Fire Chief, Lieutenant			35.69	47.50
Library Director, Park and Rec Director			33.44	44.60
Sergeant			31.55	42.00
Street Supervisor, Wastewater Supervisor, Water Supervisor			30.61	40.82
Building & Zoning Official			27.94	37.26
Deputy City Clerk, Asst Parks & Rec Director, Asst Library Director			25.69	34.26
Accountant, Youth Librarian, Police Clerk II			21.35	28.47
Community Service Officer, Utility Clerk, Development & Communications Specialist, Program Asst, Assoc Librarian II, Police Clerk I			20.19	26.93
Assoc Librarian I			16.29	21.74
Office Clerk-Part Time			12.39	16.53

POSITION	FY2023/2024	1% Incr	Min Range	Max Range
City Administrator			55.22	73.65
Public Safety Director/Police Chief			43.35	57.71
Public Works Director, Police Chief (only)			40.33	53.79
Finance Director/City Clerk			37.87	50.51
Fire Chief, Lieutenant			36.05	47.98
Library Director, Park and Rec Director			33.78	45.05
Sergeant			31.87	42.42
Street Supervisor, Wastewater Supervisor, Water Supervisor			30.92	41.23
Building & Zoning Official			28.22	37.63
Deputy City Clerk, Asst Parks & Rec Director, Asst Library Director			25.95	34.60
Accountant, Youth Librarian, Police Clerk II			21.56	28.76
Community Service Officer, Utility Clerk, Development & Communications Specialist, Program Asst, Assoc Librarian II, Police Clerk I			20.39	27.20
Assoc Librarian I			16.45	21.95
Office Clerk-Part Time			12.52	16.70



Exhibit "B"											
Name		Job Title		Department	Current Range Min	Current Range Max	New Range Min	New Range Max	Current Hourly Rate	New Proposed Rate	Notes
Dueker, Brittany		Associate Librarian I	Library		\$17.02	\$20.02	\$ 16.13	\$ 21.52	16.43	\$16.8400	Board
Solko-Manternach, Kathy		Associate Librarian I	Library		\$17.02	\$20.02	\$ 16.13	\$ 21.52	18.67	\$19.1400	Board
Rouse, Donald		Office Asst (New Title: Utility Clerk)	Admin		\$16.18	\$19.03	\$ 19.99	\$ 26.66	19.03	\$21.6606	
Pritchard, Nancy		Community Services Officer	Public Safety		\$16.18	\$19.03	\$ 19.99	\$ 26.66	17.32	\$20.2498	
Wright, Linda		Assoc Librarian II	Library		\$18.91	\$22.24	\$ 19.99	\$ 26.66	22.24	\$23.3462	
Mousel, Erin		Program Assistant	Park & Rec		\$19.26	\$22.66	\$ 19.99	\$ 26.66	22.66	\$23.2412	
Barker, Marlys		Deve & Communications Specialist	Admin		\$19.83	\$23.33	\$ 19.99	\$ 26.66	22.63	\$22.7400	
Ellsworth, Balinda		Accountant	Admin		\$21.34	\$25.10	\$ 21.14	\$ 28.19	25.10	\$25.9584	
Jager, Cathy		Police Clerk II	Public Safety		\$19.26	\$22.66	\$ 21.14	\$ 28.19	22.66	\$24.0428	
Landhuis, Travis		Youth Librarian	Library		\$18.91	\$22.24	\$ 21.14	\$ 28.19	19.57	\$21.2404	Board
Bellis, Amanda		Assistant Library Director	Library		\$24.00	\$31.06	\$ 25.44	\$ 33.92	26.17	\$27.0000	Board
Mosinski, Donna		Deputy City Clerk	Admin		\$24.00	\$31.06	\$ 25.44	\$ 33.92	31.01	\$32.0643	
Hilipire-Maier, Rhonda		Parks & Rec Asst Director	Park & Rec		\$24.00	\$31.06	\$ 25.44	\$ 33.92	33.59	\$33.6809	
Hutton, Ryan		Building & Zoning Official	Plan & Zoning		\$29.83	\$38.61	\$ 27.66	\$ 36.89		\$28.5000	
Ludwig, Shawn		Water Supervisor	Public Works		\$25.05	\$32.42	\$ 30.31	\$ 40.42	31.18	\$38.0000	Exempt
Jones, Mark		Wastewater Supervisor	Public Works		\$25.05	\$32.42	\$ 30.31	\$ 40.42	39.00	\$39.0000	Exempt
Mousel, Joseph		Street Supervisor	Public Works		\$25.05	\$32.42	\$ 30.31	\$ 40.42		\$31.5300	Exempt
Library Director, Vacant		Library Director	Library		\$25.05	\$32.42	\$ 33.11	\$ 44.16	30.17	\$ -	Board
Hansen, Tim		Parks & Rec Director	Park & Rec		\$25.05	\$32.42	\$ 33.11	\$ 44.16	39.02	\$39.3191	
Wright, Kerin		Finance Director/City Clerk	Admin		\$28.49	\$36.87	\$ 37.12	\$ 49.51	43.21	\$45.9400	
Rydl, Jeremy		Public Works Director	Public Works		\$29.83	\$38.61	\$ 39.54	\$ 52.73	39.18	\$42.0000	
Cook, Jordan		City Administrator	Admin		\$44.88	\$58.08	\$ 54.13	\$ 72.20	46.226	\$54.2500	
Henderson, Andrew		Sergeant	Public Safety		\$23.17	\$26.33	\$ 31.24	\$ 41.58	28.19	\$31.2400	
Brandes, Christopher		Sergeant	Public Safety		\$24.00	\$31.06	\$ 31.24	\$ 41.58	28.65	\$32.6334	
Cizmadia, Josh		Sergeant	Public Safety		\$24.00	\$31.06	\$ 31.24	\$ 41.58	29.28	\$32.9708	
Reynolds, Ray		Fire Chief	Public Safety		\$27.43	\$35.49	\$ 35.34	\$ 47.03	33.92	\$36.7044	
Martinez, Ric		Public Safety Director	Public Safety		\$34.68	\$44.88	\$ 42.50	\$ 56.57	45.02	\$47.9003	

\*Library personnel determined by the Library Board

## RESOLUTION NO. 116 (2020/2021)

Resolution to provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the Jordan Well No. 4 Plugging and Demolition Project, and the taking of bids therefor

WHEREAS, it has been proposed that the City Council of the City of Nevada, Iowa (the "City"), undertake the authorization of a public improvement to be constructed as described in the proposed plans and specifications and form of contract prepared by HR Green, Inc. (the "Project Engineers"), which may be hereafter referred to as the "Jordan Well No. 4 Plugging and Demolition Project" (and is sometimes hereinafter referred to as the "Project"), which proposed plans, specifications, notice of hearing and letting, and form of contract and estimate of cost (the "Contract Documents") are on file with the City Clerk; and

WHEREAS, it is necessary to fix a time and place of a public hearing on the Contract Documents and to advertise for sealed bids for the Project;

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

Section 1. The Contract Documents referred to in the preamble hereof are hereby approved in their preliminary form.

Section 2. The Project is hereby determined to be necessary and desirable for the City, and, furthermore, it is hereby found to be in the best interests of the City to proceed toward the construction of the Project.

Section 3. August 9, 2021 at 6:00 p.m., at the Council Chambers, Nevada, Iowa, is hereby fixed as the time and place of hearing on the Contract Documents.

Section 4. The City Clerk is hereby authorized and directed to publish notice (the "Notice of Hearing") of the hearing on the Contract Documents for the Project in a newspaper of general circulation in the City, which publication shall be made at least once, not less than four (4) and not more than twenty (20) days prior to the date of the said hearing. The Notice of Hearing shall be in substantially the following form:

(Form of Notice of Hearing)

**NOTICE OF PUBLIC HEARING ON PROPOSED  
PLANS AND SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE  
JORDAN WELL NO. 4 PLUGGING AND DEMOLITION**

**NEVADA, IOWA**

Notice is Hereby Given: That at 6:00 p.m., at the City Hall, 1209 6th Street, Nevada, IA 50201 on August 9th, 2021, the City Council of the City of Nevada (the "City") will hold a public hearing on the proposed Jordan Well No. 4 Plugging and Demolition (the "Project").

Due to federal and state government recommendations in response to COVID-19 pandemic conditions, alternative access to the meeting will be provided electronically via Zoom, which will be accessible at the following:

<https://us02web.zoom.us/j/87961733099?pwd=UERoTDllUXZHczZlQj9ML0ZOeElOdz09>

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

Webinar ID: 879 6173 3099 Password: 287321

The Project is located near the intersection of N Ave and 1st Street, and shall consist of:

The plugging and abandonment of the City of Nevada's Jordan Well No. 4, demolition of the wellhouse building and appurtenances, and site restoration.

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

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

---

Kerin Wright  
City Clerk



Section 5. The City Council hereby delegates to the City Clerk the duty of receiving bids for the construction of the Project before 2:00 p.m. on July 29, 2021, at the office of the City Clerk, Nevada, Iowa. At such time and place, the City Council hereby delegates to the City Clerk and/or the Project Engineers the duty of opening and announcing the results of the bids received. August 9, 2021 at 6:00 p.m., at the Council Chambers, in the City, is hereby fixed as the time and place that the Council will consider the bids received by the City Clerk in connection therewith.

Section 6. The amount of the bid security to accompany each bid is hereby fixed at 10% of the total amount of the bid.

Section 7. The City Clerk is hereby directed to give notice of the bid letting for the Project by posting a notice (the "Notice to Bidders") at least once, not less than thirteen (13) and not more than forty-five (45) days prior to the date set for receipt of bids, in each of the following three places: (i) in a relevant contractor plan room service with statewide circulation; (ii) in a relevant construction lead generating service with statewide circulation; and (iii) on an internet site sponsored by either the City or a statewide association that represents the City. The Notice to Bidders shall be in substantially the following form:

## (Form of Notice to Bidders)

**NOTICE TO BIDDERS****JORDAN WELL NO. 4 PLUGGING AND DEMOLITION****NEVADA, IOWA**

Time and Place for Filing Sealed Proposals. Sealed bids for the work comprising the improvement as stated below must be filed before 2:00 p.m. on July 29th, 2021 in the office of the City Clerk, City Hall, 1209 6th Street, Nevada, IA 50201.

Time and Place Sealed Proposals Will be Opened and Considered. Sealed proposals will be opened and bids tabulated at 2:00 p.m. on July 29th, 2021 in the office of City Clerk, City Hall, 1209 6th Street, Nevada, IA 50201, for consideration by the City Council of City of Nevada at its meeting on August 9th, 2021 at 6:00 p.m., at the City Hall, 1209 6th Street, Nevada, IA 50201.

Due to federal and state government recommendations in response to COVID-19 pandemic conditions, alternative access to the meeting will be provided electronically via Zoom, which will be accessible at the following:

<https://us02web.zoom.us/j/87961733099?pwd=UERoTDIiUXZHCzZlQj9ML0ZOeElOdz09>

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

Webinar ID: 879 6173 3099 Password: 287321

The City of Nevada reserves the right to reject any and all bids.

The City of Nevada, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Time for Commencement and Completion of Work. Work on the improvement shall commence within 10 days of the date specified on the Notice to Proceed. Notice to Proceed shall be no later than August 24th, 2021, work shall be substantially complete on or before December 3rd, 2021, and shall be fully completed on or before April 29th, 2022. Damages in the amount of Five Hundred Dollars (\$500) per day will be assessed for each day the work remains incomplete.

Bid Security. Each bidder shall accompany its bid with bid security, as defined in Section 26.8 of the Iowa Code in an amount equal to Five (5) percent of the total amount of the bid.

Contract Documents. Copies of the Plans and Specifications for this project may be obtained from HR Green, Inc., 5525 Merle Hay Rd., Ste. 200, Johnston, Iowa 50131, Ph: 515-278-2913 or e-mail request to kmuhlena@hrgreen.com. Plans and Specifications are available at no cost.

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement. A public hearing will be held by the City Council of the City of Nevada on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the improvement at its meeting at 6:00 p.m. on

August 9th, 2021 in the City Hall, 1209 6th Street, Nevada, IA 50201.

Preference of Products and Labor. Preference shall be given to domestic construction materials by the contractor, subcontractors, material, men, and suppliers in performance of the contract and, further, by virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes.

Sales Tax Exemption Certificates. The bidder shall not include sales tax in the bid. The City of Nevada will distribute tax exemption certificates and authorization letters to the Contractor and all subcontractors who are identified. The Contractor and subcontractor may make copies of the tax exemption certificates and provide a copy to each supplier providing construction materials. These tax exemption certificates and authorization letters are applicable only for this specific project under the Contract.

General Nature of Public Improvement. The plugging and abandonment of the City of Nevada's Jordan Well No. 4, demolition of the wellhouse building and appurtenances, and site restoration.

This Notice is given by authority of the City of Nevada

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Kerin Wright, City Clerk  
City of Nevada

Section 8. All provisions set out in the attached forms of notice are hereby recognized and prescribed by the City Council and all resolutions or orders or parts thereof, to the extent the same may be in conflict herewith, are hereby repealed.

Passed and approved June 28, 2021.

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Brett Barker, Mayor

Attest:

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Kerin Wright, City Clerk

**FINAL PLANS**  
**ENGINEER'S OPINION OF PROJECT COST**  
**JORDAN WELL ABANDONMENT**  
**PROJECT NUMBER: 191227**  
**NEVADA, IOWA**  
**6/23/2021**

Prepared by HR Green



#	CODE	ITEM	UNIT	UNIT PRICE	QUANTITIES TOTAL	COST TOTAL
<b>DIVISION 2 - EARTHWORK</b>						
1	2010-108-D	TOP SOIL, OFFSITE	CY	\$ 40.00	16	\$ 640.00
2	2010-108-E	EXCAVATION AND FILL MATERIAL, CLASS 10	CY	\$ 18.00	50	\$ 900.00
3	2010-108-L	COMPACTION TESTING	LS	\$ 1,500.00	1	\$ 1,500.00
<b>DIVISION 7 - STREETS AND RELATED WORK</b>						
4	7030-108-H-2	GRANULAR SURFACING FOR DRIVEWAYS	TON	\$ 25.00	40.0	\$ 1,000.00
<b>DIVISION 9 - SITE WORK AND LANDSCAPING</b>						
5	9010-108-A-0	SEEDING, FERTILIZING, AND MULCHING, TYPE 1 PERMANENT MIX	ACRE	\$ 7,500.00	0.1	\$ 750.00
6	9010-108-A-0	SEEDING, FERTILIZING, AND MULCHING, TYPE 4 EROSION CONTROL MIX	ACRE	\$ 7,500.00	0.1	\$ 750.00
7	9040-108-D-0	FILTER SOCK INSTALLATION, MAINTENANCE, AND REMOVAL	LF	\$ 3.00	100	\$ 300.00
<b>DIVISION 10 - DEMOLITION</b>						
8	10010-108-A	DEMOLITION WORK, WELL HOUSE BUILDING	LS	\$ 30,000.00	1	\$ 30,000.00
9	10010-108-XXX	WELL PLUGGING MATERIAL - FILL	TON	\$ 150.00	10	\$ 1,500.00
10	10010-108-XXX	WELL PLUGGING MATERIAL - GROUT	CY	\$ 785.00	125	\$ 98,125.00
11	10010-108-XXX	WELL CAP	LS	\$ 5,000.00	1	\$ 5,000.00
<b>DIVISION 11 - MISCELLANEOUS</b>						
12	11010-108-A	MOBILIZATION	LS	\$ 14,535.00	1	\$ 14,535.00
<b>Total Opinion of Probable Construction Cost</b>						<b>\$ 155,000.00</b>

**Project:** Jordan Well Abandonment  
**Client:** City of Nevada  
**Date Prepared:** June 16, 2021

**CITY COUNCIL ACTIONS / LETTING DATE**

<b>Council-Accepts Plans, Orders Construction</b>	<b>Monday, June 28, 2021</b>
<b>Letting Date:</b>	<b>Thursday, July 29, 2021</b>
<b>Council-Public Hearing/Award</b>	<b>Monday, August 9, 2021</b>
<b>Council-Accept Contracts, Bonds, &amp; Insurance</b>	<b>Monday, August 23, 2021</b>

Responsible Party	Task	Date	Comments
HR Green	Final Plans to Iowa DNR (Permit Set)	Tuesday, June 15, 2021	
HR Green	Final Plans to City	Wednesday, June 23, 2021	Plans to City for Council Agenda
City Council	Council-Accepts Plans, Orders Construction	Monday, June 28, 2021	Plans and Specs on File at City Hall
HR Green	Publish Plans to Plan Rooms	Tuesday, June 29, 2021	Day after council orders construction
HR Green	Post Notice to Bidders to Plan Room	Tuesday, June 29, 2021	Between 13-45 days before letting
City	Post Notice To Bidders City Website	Tuesday, June 29, 2021	Between 13-45 days before letting
HR Green/City	Letting	Thursday, July 29, 2021	
City	Send Notice of Public Hearing to Paper	Thursday, July 22, 2021	Min. 1 week advance of publication
City/Paper	Publish Notice of Public Hearing	Thursday, July 29, 2021	Between 4-20 before Public Hearing
HR Green	Submit Bid Tab to City	Wednesday, August 4, 2021	Due Thursday Before Public Hearing
City Council	Council-Public Hearing/Award	Monday, August 9, 2021	
Contractor	Signed Contracts, Bonds, & Insurance to City	Wednesday, August 18, 2021	
City Council	Council-Accept Contracts, Bonds, & Insurance	Monday, August 23, 2021	

Construction Schedule	Date	Comments
Notice to Proceed	Tuesday, August 24, 2021	
Substantial Completion - Bid Package 2	Friday, December 3, 2021	
Final Completion - Bid Package 2	Friday, April 29, 2022	



## Kerin Wright

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**From:** Scanlon, Joshua <JScanlon@hrgreen.com>  
**Sent:** Wednesday, June 23, 2021 3:41 PM  
**To:** Kerin Wright; Shawn Ludwig  
**Cc:** Stevens, Larry  
**Subject:** Jordan Well Abandonment - Final Plans for Council Approval  
**Attachments:** project-manual-Nevada\_Jordan\_Well\_Abandonment\_Final.pdf; calc-061721-OPC-Final.pdf; Bidding Schedule.pdf

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

Kerin and Shawn,

Attached are a few final documents related to the Jordan Well Abandonment project and final Council approval:

- Project manual, including drawings and specifications
- The Engineer's final opinion of probable construction cost
- Overall project letting and construction schedule, along with the responsible party (for City Staff's reference/use only)

Larry will follow up separately with a Council resolution for the project. We request this project be considered at Council next Monday (6/28) for approval and to officially place on file. We will then distribute documents to planrooms and potential bidders to begin advertisement. I will also follow up with 3 hard copies in the mail to Kerin at City Hall for the City's use.

As a final note: We've confirmed with the DNR that this project does not require a construction permit.

Please let me or Larry know of any questions.

Thanks,

**Josh Scanlon, PE**

Project Manager - Water | Associate

HR Green® | Building Communities. Improving Lives.



HRGreen.

8710 Earhart Lane SW | Cedar Rapids, IA 52404-8947

**Main** 319.841.4000 | **Fax** 319.841.4012 | **Direct** 319.841.4383 | **Cell** 319.270.2904

[HRGREEN.COM](http://HRGREEN.COM)

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

Specification No. \_\_\_\_\_

**PROJECT MANUAL  
FOR  
JORDAN WELL NO. 4 PLUGGING AND DEMOLITION  
CITY OF NEVADA  
JUNE 2021**

**HR Green, Inc.  
Project No. 191227**

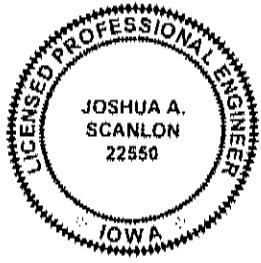
**OWNERSHIP OF DOCUMENT**

This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the property of HR Green, Inc. and is not to be used, in whole or in part, for any other project without the written authorization of HR Green, Inc.



HR Green, Inc.  
Project No. 191227

Jordan Well No. 4 Plugging and Demolition  
Nevada, Iowa

	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.</p> <p><i>[Signature]</i> _____ Date: <u>06/23/21</u></p> <p><b>JOSHUA A. SCANLON, P.E.</b></p> <p>License No. <b>22550</b></p> <p>My renewal date is <b>December 31, 2021</b></p> <p>Pages or sheets covered by this seal: <u>Entire bound document.</u></p>
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**PROJECT MANUAL  
FOR  
JORDAN WELL NO. 4 PLUGGING AND DEMOLITION  
NEVADA, IOWA**

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CONTRACT  
PERFORMANCE, PAYMENT AND MAINTENANCE BOND

**SPECIAL PROVISIONS**

**TECHNICAL SPECIFICATIONS**

02 4100	Demolition
33 0110.81	Water Supply Well Abandonment
Appendix A	Well No. 4 Historical Drilling Information and Iowa DNR Form 542-1226

This project is based on 2021 Edition of  
The SUDAS Standard Specifications  
unless modified herein.

**DRAWINGS**

G.00	Cover Sheet
G.01	Project Quantities and Reference Information
D.01	Well Site Demolition Plan
D.02	Well Demolition Details
D.03	Well Profile Sheet and Abandonment

HR Green, Inc.  
Project No. 191227

Jordan Well No. 4 Plugging and Demolition  
Nevada, Iowa

**NOTICE OF PUBLIC HEARING ON PROPOSED  
PLANS AND SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE  
JORDAN WELL NO. 4 PLUGGING AND DEMOLITION  
NEVADA, IOWA**

Notice is Hereby Given: That at 6:00 p.m., at the City Hall, 1209 6th Street, Nevada, IA 50201 on August 9th, 2021, the City Council of the City of Nevada (The "City") will hold a public hearing on the proposed plans and specifications, form of contract and estimate of cost (the "Contract Documents") for the proposed Jordan Well No. 4 Plugging and Demolition (the "Project").

The Project shall consist of:

The plugging and abandonment of the City of Nevada's Jordan Well No. 4, demolition of the wellhouse building and appurtenances, and site restoration.

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

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

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Kerin Wright  
City Clerk

HR Green, Inc.  
Project No. 191227

Jordan Well No. 4 Plugging and Demolition  
Nevada, Iowa

**NOTICE TO BIDDERS  
JORDAN WELL NO. 4 PLUGGING AND DEMOLITION  
NEVADA, IOWA**

Time and Place for Filing Sealed Proposals. Sealed bids for the work comprising the improvement as stated below must be filed before 2:00 p.m. on July 29th, 2021 in the office of the City Clerk, City Hall, 1209 6th Street, Nevada, IA 50201.

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The City of Nevada, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Time for Commencement and Completion of Work. Work on the improvement shall commence within 10 days of the date specified on the Notice to Proceed. Notice to Proceed shall be no later than August 24th, 2021, work shall be substantially complete on or before December 3rd, 2021, and shall be fully completed on or before April 29th, 2022. Damages in the amount of Five Hundred Dollars (\$500) per day will be assessed for each day the work remains incomplete.

Bid Security. Each bidder shall accompany its bid with bid security, as defined in Section 26.8 of the Iowa Code in an amount equal to Five (5) percent of the total amount of the bid.

Contract Documents. Copies of the Plans and Specifications for this project may be obtained from HR Green, Inc., 5525 Merle Hay Rd., Ste. 200, Johnston, Iowa 50131, Ph: 515-278-2913 or e-mail request to kmuhlana@hrgreen.com. Plans and Specifications are available at no cost.

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Preference of Products and Labor. Preference shall be given to domestic construction materials by the contractor, subcontractors, material, men, and suppliers in performance of the contract and, further, by virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes.

Sales Tax Exemption Certificates. The bidder shall not include sales tax in the bid. The City of Nevada will distribute tax exemption certificates and authorization letters to the Contractor and all subcontractors who are identified. The Contractor and subcontractor may make copies of the tax exemption certificates and provide a copy to each supplier providing construction materials. These tax exemption certificates and authorization letters are applicable only for this specific project under the Contract.

HR Green, Inc.  
Project No. 191227

Jordan Well No. 4 Plugging and Demolition  
Nevada, Iowa

General Nature of Public Improvement. The plugging and abandonment of the City of Nevada's Jordan Well No. 4, demolition of the wellhouse building and appurtenances, and site restoration.

This Notice is given by authority of the City of Nevada

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Kerin Wright, City Clerk  
City of Nevada

**INSTRUCTIONS TO BIDDERS  
JORDAN WELL NO. 4 PLUGGING AND DEMOLITION  
NEVADA, IOWA**

The work comprising the above referenced project shall be constructed in accordance with the 2021 Edition of the SUDAS Standard Specifications Manual. The terms used in the contract version of the documents are defined in said Standard Specifications. Before submitting your bid, please review the requirements of Division One, General Provisions and Covenants. Please be certain that all documents have been completed properly, as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

**I. BID SECURITY**

- A. The bid security must be in the minimum amount of Five (5) percent of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). Bid security shall be in the form of a cashier's check, a certified check, or a bank money order drawn on a FDIC insured bank in Iowa or drawn on a FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond executed by a corporation authorized to contract as a surety in Iowa or satisfactory to the Jurisdiction.
- B. The bid bond must be submitted on the SUDAS Bid Bond form as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature on the bid bond is not acceptable.
- C. Bid security other than said bid bond shall be in accordance with Chapter 26 of the Iowa Code.

**II. SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER**

- A. The proposal shall be sealed in an envelope, properly identified as the Proposal with the project title and the name and address of the bidder, and deposited with the Jurisdiction at or before the time and at the place provided in the Notice to Bidders. It is the sole responsibility of the bidder to see that its proposal is delivered to the Jurisdiction prior to the time for opening bids, along with the appropriate bid security sealed in the separate envelope identified as Bid Security and attached to the outside of the bid proposal envelope. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered.
- B. The Bidder Status Form is required by the Iowa Labor Commissioner, pursuant to Iowa Administrative Code rule 875-156.2(1). The bidder must complete the form and submit it with the proposal. Failure to provide the Bidder Status Form with the bid may result in the bid being deemed non-responsive and may result in the bid being rejected. If the bidder does not qualify as a resident bidder, the nonresident bidder shall specify on the Bidder Status Form whether any preference to resident bidders, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country is in effect in the nonresident bidder's state or country of domicile at the time of a bid submittal. Application of the preference against a non-resident bidder shall be in accordance with the information filed with the Proposal on the Bidder Status Form.
- C. The following documents shall be completed, signed and returned in the Proposal envelope. The bid cannot be read if any of these documents are omitted from the Proposal envelope.

1. PROPOSAL – Complete each of the following parts:

- Part B – Acknowledgment of Addenda, if any have been issued;
- Part C – Bid Items, Quantities and Prices;
- Part F – Additional Requirements;
- Part G – Identity of Bidder;

The following documents which are proposal attachments must be completed and attached:

ITEM NO.	DESCRIPTION OF ATTACHMENT
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1.	Bidder Status Form and Worksheet; Authorization to Transact Business
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Sign the proposal; and have the signature notarized. The signature on the proposal and all proposal attachments must be an original signature in ink signed by the same individual who is the Company Owner or an authorized Officer of the Company; copies or facsimile of any signature will not be accepted.

The following documents must be submitted as printed. No alterations, additions, or deletions are permitted. If the Bidder notes a requirement in the contract documents which the Bidder believes will require a conditioned or unsolicited alternate bid, the Bidder must immediately notify the Jurisdictional Engineer in writing. The Jurisdictional Engineer will issue any necessary interpretation by an addendum.

**PROPOSAL  
JORDAN WELL NO. 4 PLUGGING AND DEMOLITION  
NEVADA, IOWA**

**PROPOSAL: PART A – SCOPE**

The City of Nevada, hereinafter called the "Jurisdiction", has need of a qualified contractor to complete the work comprising the below referenced improvement. The undersigned Bidder hereby proposes to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

**The plugging and abandonment of the City of Nevada's Jordan Well No. 4, demolition of the wellhouse building and appurtenances, and site restoration.**

**PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA**

The Bidder hereby acknowledges that all addenda become a part of the contract documents when issued, and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda by inserting the number of each addendum in the blanks below and certifies that said addenda were utilized in the preparation of this bid.

ADDENDUM NUMBER \_\_\_\_\_ ADDENDUM NUMBER \_\_\_\_\_

ADDENDUM NUMBER \_\_\_\_\_ ADDENDUM NUMBER \_\_\_\_\_

**PROPOSAL: PART C – BID ITEMS, QUANTITIES AND PRICES**

**UNIT BID PRICE CONTRACTS:** The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items, Quantities and Prices are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Jurisdiction shall only use the Total Construction Cost for comparison of the bids. The Total Construction Cost, including any Add-Alternates shall be used for determining the sufficiency of the bid security.

**BASE BID CONTRACTS:** The bidder must provide any Bid Prices, and alternate Prices, and the Total of the Base Bid plus any Add-alternates on the Proposal Attachment: Part C-Bid Items, Quantities, and the Prices. The Jurisdiction shall only use the Total Construction Cost for comparison of the bids. The Total Construction Cost, including any Add-Alternates shall be used for determining the sufficiency of the bid security.



**PROPOSAL: PART D – GENERAL**

The Bidder hereby acknowledges that the Jurisdiction, in advertising for bids for this project reserves the right to:

1. Reject any or all bids. Award of the contract, if any, to be to the lowest responsible, responsive bidder; and
2. Reject any or all alternates in determining the items to be included in the contract. Designation of the lowest responsible, responsive bidder to be based on the comparison of the total bid only, not including any alternates; and
3. Make such alterations in the documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and
2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or furnish said bond; and
3. Commence the work on this project within 10 days of the date specified on the Notice to Proceed; and
4. Substantially complete the project on or before December 3rd, 2021; and
5. Fully complete the project on or before April 29th, 2022; and Specifier Note: Must be edited specific to each project
6. Pay liquidated damages for noncompliance with said completion provisions at the rate of Five Hundred Dollars (\$500) for each calendar day thereafter the work remains incomplete.

**PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT**

The Bidder hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and

4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder, and that all statements in this proposal are true; and
5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

**PROPOSAL: PART F – ADDITIONAL REQUIREMENTS**

The Bidder hereby agrees to comply with the additional requirements listed below which are included in this proposal and identified as proposal attachments:

ITEM NO.	DESCRIPTION OF ATTACHMENT
1.	Bidder Status Form and Worksheet: Authorization to Transact Business

HR Green, Inc.  
Project No. 191227

Jordan Well No. 4 Plugging and Demolition  
Nevada, Iowa

**PROPOSAL: PART G – IDENTITY OF BIDDER**

The Bidder shall indicate whether the bid is  
Submitted by a/an:

- ☐ Individual,  
Sole Proprietorship
- ☐ Partnership
- ☐ Corporation
- ☐ Joint-venture: all parties must join-in and  
execute all documents
- ☐ Other

By

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print/Type)

\_\_\_\_\_  
Title

The Bidder shall enter its Public Registration  
Number \_\_\_\_\_ - \_\_\_\_\_ issued  
By the Iowa Commissioner of Labor Pursuant  
Section 91C.5 of the Iowa Code.

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone Number

**NOTE:** The signature on this proposal must be an original signature in ink; copies or facsimile of any  
signature will not be accepted.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for

State of \_\_\_\_\_  
County of \_\_\_\_\_

My commission expires \_\_\_\_\_

PROPOSAL

- 4 -

**PROPOSAL  
JORDAN WELL NO. 4 PLUGGING AND DEMOLITION  
NEVADA, IOWA**

**PROPOSAL ATTACHMENT: PART C – BID ITEMS, QUANTITIES AND PRICES**

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Unit Bid Price, the Total Bid Price, and the Total Construction Cost; in case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items, Quantities and Prices are approximately only, but are considered sufficiently adequate for the purpose of comparing bids. The Jurisdiction shall only use the Total Construction Cost for comparison of bids.

ITEM NO.		UNIT	QUANTITY	UNIT PRICE	TOTAL
1.	TOP SOIL, OFFSITE	CY	16	\$	\$
2.	EXCAVATION AND FILL MATERIAL, CLASS 10	CY	50		
3.	COMPACTION TESTING	LS	1		
4.	GRANULAR SURFACING FOR DRIVEWAYS	TON	40		
5.	SEEDING, FERTILIZING, AND MULCHING, TYPE 1 PERMANENT MIX	ACRE	0.1		
6.	SEEDING, FERTILIZING, AND MULCHING, TYPE 4 EROSION CONTROL MIX	ACRE	0.1		
7.	FILTER SOCK, INSTALLATION, MAINTENANCE, AND REMOVAL	LF	100		
8.	DEMOLITION WORK, WELL HOUSE BUILDING	LS	1		
9.	WELL PLUGGING MATERIAL - FILL	TON	10		
10.	WELL PLUGGING MATERIAL - GROUT	CY	125		
11.	WELL CAP	LS	1		
12.	MOBILIZATION	LS	1		
<b>TOTAL ITEM 1 - 12</b>					<b>\$</b>

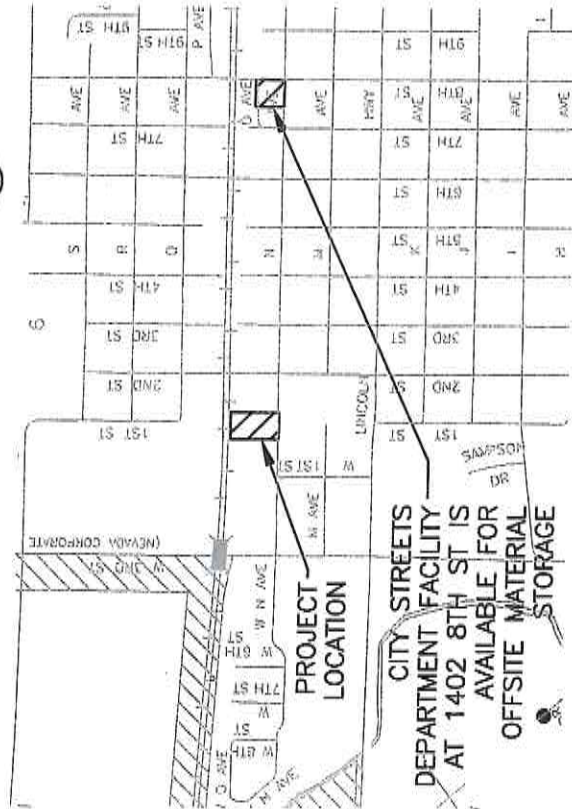
NOTE: IT IS UNDERSTOOD THAT THE ABOVE QUANTITIES ARE ESTIMATED FOR THE PURPOSE OF THIS BID. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE CITY. QUANTITY CHANGES WHICH AMOUNT TO TWENTY (20) PERCENT OR LESS OF THE TOTAL PROJECT COST SHALL NOT AFFECT THE UNIT PRICE.

# JORDAN WELL NO. 4 PLUGGING AND DEMOLITION

## CITY OF NEVADA

### NEVADA, IOWA

2021



**UTILITY NOTES**

ALL PUBLIC UTILITY LINES ARE SHOWN AS EXISTING ON THE PLANS OR ENCOUNTERED WHILE THE PROJECT WAS IN PROGRESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO ANY EXCAVATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES AND STRUCTURES THAT REMAIN ON THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMEDYING ANY DAMAGE TO UTILITIES OR STRUCTURES CAUSED BY THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES AND STRUCTURES THAT REMAIN ON THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMEDYING ANY DAMAGE TO UTILITIES OR STRUCTURES CAUSED BY THE PROJECT.

THE IOWA STATEWORKS DESIGN AND SPECIFICATIONS (IOWA) SERIES, 2011 EDITION, APPLICABLE SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS, SHALL APPLY TO CONSTRUCTION ON THIS PROJECT.



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



JORDAN WELL NO. 4 PLUGGING AND DEMOLITION  
 CITY OF NEVADA  
 NEVADA, IOWA

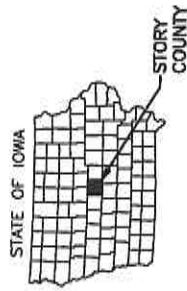
### CERTIFICATION

I hereby certify that this engineering document was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.

**JOSEPH A. SCARON, P.E.**  
 License No. 52321  
 Date: 12/15/2021

### SHEET INDEX

- C-00 COVER SHEET
- D-01 PROJECT CHANGES AND REFERENCE INFORMATION
- D-02 WELL SITE EXCAVATION PLAN
- D-03 WELL EXCAVATION DETAILS
- D-04 WELL PROFILE SHEET AND JUNCTIONS



SHEET NO.  
G.00

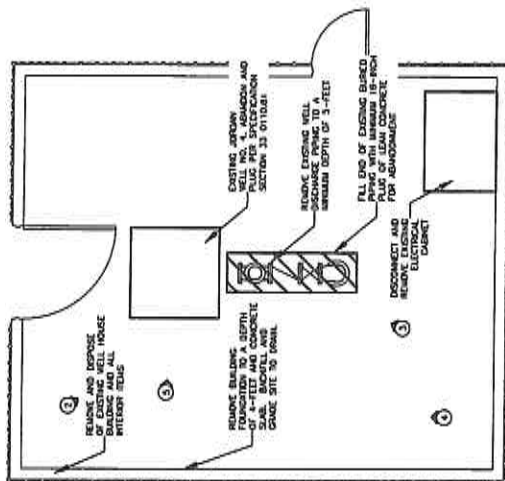
GENERAL  
COVER SHEET



P. 82







**1** EXISTING WELL HOUSE BUILDING PLAN  
SCALE: 1/8" = 1'-0"



**2** CLARIFICATION PHOTO  
SCALE:



**3** CLARIFICATION PHOTO  
SCALE:



**4** CLARIFICATION PHOTO  
SCALE:



**5** CLARIFICATION PHOTO  
SCALE:

NO.	DATE	BY	REVISION DESCRIPTION

DESIGNED BY: JMS  
 APPROVED: JMS  
 CAD DATE: 8/23/2021, 12:25:09 PM  
 CAD FILE: J:\2021\11227\ORD\ORD\WELL DEMOLITION DETAILS.dwg  
 DATE & TIME: 8/23/2021, 12:25:09 PM  
 USER: JMS  
 PROJECT: JORDAN WELL NO. 4 PLUGGING AND DEMOLITION  
 CITY OF NEVADA  
 NEVADA, USA

HRGreen.com  
 HRGreen

DEMOLITION  
 WELL DEMOLITION DETAILS

SHEET NO.  
 D.02



WELT CONSTRUCTION AND  
ABANDONMENT LOG  
JORDAN WELL No. 4

[illegible]

444 620695 (March 2) 10:00 AM - 12:00 PM

WELL BORING LOG

[illegible][illegible] HRGreen.com

**JORDAN WELL NO. 4 PLUGGING AND DEMOLITION  
CITY OF NEVADA**

## CONCLUSION

DEMOLITION  
WELL PROFILE SHEET AND ABANDONMENT

[illegible][illegible]

**RESOLUTION NO. 117 (2020/2021)**

**A RESOLUTION TO APPROVE LEASE AGREEMENT FOR GATES HALL**

**WHEREAS**, The City Council of Nevada, Iowa, at its April 26, 2021 council meeting, approved of the sale of property, legally described as:

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

Locally known as 825 15<sup>th</sup> Street, Nevada, Iowa 50201, or "Gates Hall" (the "Property")

**WHEREAS**, the Purchase Agreement executed by the Nevada Community School District and the City for such sale provided that the City would be allowed 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**, a copy of the proposed lease agreement is attached hereto as Exhibit A.

**WHEREAS**, the City Council has examined the same and found the agreement to be in the best interest of the City, and that the same should be approved and accepted.

**NOW, THEREFORE**, be it resolved by the City Council of Nevada, Iowa that the Lease Agreement attached hereto is hereby approved and the Mayor and City Clerk are authorized and directed to execute the same.

**PASSED AND APPROVED** this 28<sup>th</sup> day of June, 2021.

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

Attest:

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

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

AYES:        —

NAYS:        —

ABSENT:      —

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

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. \_\_ (2020/2021) at the regular Council Meeting of the City of Nevada, Iowa, held on the 28<sup>th</sup> day of June, 2021.

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

## LEASE AGREEMENT

This Lease Agreement (this “**Lease**”) is entered into on July 1, 2021 and is between the Nevada Community School District (“**Landlord**”) and the City of Nevada, Iowa (“**Tenant**”).

In consideration of the rents herein reserved and of the promises and agreements herein contained, the parties agree as follows:

### ARTICLE I

#### PREMISES, TERM AND POSSESSION

1.1 Leased Premises. Subject to the terms of this Lease and to any existing covenants, conditions, restrictions, easements and encumbrances affecting the same, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, office space measuring 24.5’x 22.5’ currently being used by the City of Nevada, Iowa Parks and Recreation Department at the building located at 825 15<sup>th</sup> Street, Nevada, Iowa 50201 (the “**Leased Premises**”), totaling approximately 551.25 square feet that is divided into three (3) offices spaces, a small copy room and a small storage room.

1.2 Term. The term of this Lease shall commence on July 1, 2021 (the “**Commencement Date**”) and shall continue for a term of 3 years (the “**Term**”).

1.3 Option to Renew. Landlord hereby grants unto Tenant a right and option to extend the term of this Lease for one (1) additional three (3) year time period (the “**Renewal Term**”). The Renewal Term shall commence upon the day next following the last day of the initial Term or any previous Renewal Term. Tenant shall notify Landlord in writing of its election to extend this Lease for the Renewal Term not less than three (3) months prior to the expiration of the initial Term or previous Renewal Term. If Landlord does not receive such written notice, this Lease shall expire as of the then-scheduled expiration date. The Renewal Term shall be upon all of the terms and conditions of this Lease, except that the Rent shall be determined as set forth herein.

1.4 Possession. Tenant acknowledges that it is currently in possession of the Leased Premises as the fee simple owner thereof. As of the Commencement Date, Tenant shall continue to have the right to possess the Leased Premises as a tenant under this Lease. Tenant agrees and acknowledges that, due to its position as the prior owner, it is uniquely aware of the physical condition of the Leased Premises. Therefore, Tenant further agrees and acknowledges that Landlord is not making and has not at any time made any warranties or representations of any kind or character, express or implied, with respect to the Leased Premises, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title, leasing, zoning, tax consequences, latent or patent physical condition, utilities, operating history or projections, valuation, governmental approvals, or the compliance of the Leased Premises with laws. Tenant acknowledges and agrees that, as of the Commencement Date, it is accepting the Leased Premises “as is, where is, with all faults”. Tenant has not relied and will not rely on, and Landlord is not liable for or bound by, any express or implied warranties, guaranties, statements, representations or information pertaining to the Leased Premises or relating thereto, to whomever made or given, directly or indirectly, orally or in writing. Tenant represents to Landlord that Tenant has conducted, or will conduct prior to the Commencement Date, such investigations of the Leased Premises, including but not limited to the physical and environmental condition thereof, as Tenant deems necessary to satisfy itself as to the condition of the Leased Premises. As of the Commencement Date, Tenant shall be deemed to have waived, relinquished, and released Landlord from all claims, known or unknown, which Tenant

might have asserted against Landlord arising out of any latent or patent construction defects or physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Leased Premises as the same existed on the Commencement Date.

1.5 Parking. Tenant and its employees and visitors shall park their motor vehicles only in the parking areas on the property specifically designated by Landlord for that purpose. The designated parking spaces shall include no less than seven (7) parking spaces closest to the entrance of the building. The parties may install signage to designate such parking spaces as City employee and visitor parking only. Any vehicles parked on the property will be at the sole risk of the vehicle's owner.

1.6 Access to Leased Premises. Upon providing prior forty-eight hours (48) notice to Tenant, except in the event of an emergency in which case no notice is required, Landlord shall have the right to enter upon the Leased Premises at all reasonable hours for inspecting the same. If it is necessary for the Landlord to make repairs or alterations to the Leased Premises, the Landlord shall notify Tenant and they shall mutually agree on a time in which Landlord can complete such repairs or alterations.

1.7 Personal Property at Tenant's Risk. All personal property in the Leased Premises shall be in the Leased Premises at the risk of Tenant only. Landlord shall not be or become liable for any damage to such personal property as a result of fire, water leakage, sewerage, electric failure, gas or odors or for any damage whatsoever done or occasioned by any plumbing, gas, water or other pipes or any fixtures, equipment, wiring or appurtenances whatsoever, or for any damage caused by water, snow or ice being or coming upon the Leased Premises, or any defect in the Leased Premises or any of the fixtures, equipment, wiring or appurtenances therein, or by the act or neglect of any person or caused in any other manner whatsoever.

## ARTICLE 2

### RENT

2.1 Initial Term. For the initial Term of the Lease, the Tenant shall not be obligated to pay any rent for use of the Leased Premises.

2.2 Renewal Term. For the Renewal Term(s), the Tenant shall be responsible for payment of fair market value for use of the Leased Premises, without the right of abatement or setoff. At least ninety (90) days prior to the expiration of the Term, each party will obtain three (3) estimates of comparable office space—or other agreed upon method of calculation—and meet with the other party to determine a fair market rate for the Leased Premises. At such time, the parties shall execute an Addendum to the Lease to memorialize the rental cost. If the parties are unable to agree on a fair market rate for the Leased Premises at least thirty (30) days prior to the expiration of the Term, Landlord shall select a certified commercial appraiser to determine the fair market rate for the Leased Premises, whose opinion shall constitute the rent for the Renewal Term. Tenant shall pay the appraiser's professional fee.

## ARTICLE 3

### USE OF PREMISES; ENVIRONMENTAL COMPLIANCE

3.1 Permitted Use. Tenant shall use and occupy the Leased Premises throughout the term for the sole purpose of City services, and uses incidental thereto, and for no other purpose.

3.2 Use of Common Areas. Tenant and Tenant's employees and visitors shall have the right throughout the term hereof to use in common with others entitled to similar use thereof, parking facilities

as designated by Landlord, and the exterior common areas to the building, streets and sidewalks for ingress and egress to and from the building and to and from the public streets and highways.

3.3 Compliance. Tenant shall comply with all laws, ordinances, rules and regulations, use restrictions, or declarations of restrictive covenants pertaining to the use and occupation of the Leased Premises. No use shall be made or permitted to be made of the Leased Premises, nor acts done, which will increase the existing rate of insurance upon the Building, or cause a cancellation of any insurance policy covering the Building.

3.4 Environmental Matters. Tenant warrants that it shall not cause or permit any hazardous or toxic substances, material or waste, regulated or listed pursuant to any federal, state or local environmental law ("**Hazardous Materials**") to be brought, kept or used in or about the Leased Premises by Tenant, its subtenants, agents, employees, contractors, or invitees except in commercial quantities similar to those quantities usually kept on similar premises by others in the same business or profession. Tenant shall cause all such materials to be stored, used and disposed of in compliance with all applicable federal, state and local laws, including, without limitation, laws governing Hazardous Materials.

#### ARTICLE 4

##### UTILITIES AND SERVICES

4.1 Tenant Responsibilities. Tenant shall be responsible for telephone, data, janitorial, and garbage services in the Leased Premises.

4.2 Landlord Responsibilities. Landlord agrees to furnish the Leased Premises with heat and air conditioning, water, sewer, electric and gas services. Landlord may impose a reasonable charge for any utilities and services, including without limitation, air conditioning, electrical current, and water, provided by Landlord by reason of any substantial use of the Leased Premises or for any use beyond that which Landlord agrees herein to furnish such services and utilities or because of special electrical, cooling and ventilating needs created by Tenant's telephone equipment, computers and other equipment or uses.

#### ARTICLE 5

##### MAINTENANCE AND REPAIRS

5.1 Landlord's Responsibilities. Landlord shall keep, replace and maintain in good condition and repair the foundations, exterior walls, any parking lots serving the building, the common areas in the building, and all structural components of the building. Landlord shall keep in operating condition the heating, ventilating and air conditioning ("HVAC") to the Leased Premises, and shall be responsible for servicing and maintaining such HVAC equipment, including repairs, replacement of filters and replacement of parts.

5.2 Tenant's Responsibilities. Tenant will keep the Leased Premises in good condition and repair.

#### ARTICLE 6

##### ALTERATIONS, INSTALLATIONS AND SIGNS

6.1 Major Alterations. Tenant shall not make any alterations to the Leased Premises or make any contract therefore without first procuring Landlord's written consent and delivering to Landlord the plans and specifications and copies of the proposed contracts and necessary permits relating to such

alterations. Tenant hereby agrees to indemnify, defend and hold Landlord harmless from and against any and all claims, losses, costs (including attorneys' fees and legal costs) and liabilities relating to any alteration installed in the building by Tenant.

6.2 Mechanics Liens. Tenant covenants not to suffer any mechanic's lien to be filed on the Leased Premises or the building by reason of any work, labor, services or materials performed at or furnished to the Leased Premises. If any such mechanic's lien shall at any time be filed, Tenant shall cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction or otherwise, but Tenant shall have the right to contest any and all such liens.

6.3 Signage. Tenant may erect or install interior signs in the Leased Premises or on the building only upon the prior written approval of Landlord, which approval shall not be unreasonably withheld.

## ARTICLE 7 INDEMNITY

7.1 Landlord Indemnity. Tenant agrees to indemnify and save Landlord harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorneys' fees for the defense thereof, arising from the conduct or management of the business conducted by Tenant in the Leased Premises or relating to Tenant's use of the Leased Premises or from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or from any act or negligence of Tenant, its agents, contractors, servants, employees, sub-lessees, concessionaires or licensees, in or about the Leased Premises. In case of any action or proceeding brought against Landlord by reason of any such claim, upon notice from Landlord, Tenant covenants to defend such action or proceeding by counsel reasonably satisfactory to Landlord.

7.2 Tenant Indemnity. Landlord agrees to indemnify and save Tenant harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorneys' fees for the defense thereof, to the extent caused by a breach or default on the part of Landlord in the performance of any covenant or agreement on the part of Landlord to be performed pursuant to the terms of this Lease, or from any act or negligence of Landlord, its agents, contractors, servants, employees, sub-lessees, concessionaires or licensees, in or about the building. In case of any action or proceeding brought against Tenant by reason of any such claim, upon notice from Tenant, Landlord covenants to defend such action or proceeding by counsel reasonably satisfactory to Tenant.

## ARTICLE 8 INSURANCE

8.1 Landlord's Insurance. Landlord shall at all times obtain coverage insurance against loss, damage or destruction by fire or other casualty, including theft, vandalism, and malicious mischief, boiler explosion (if there is any boiler in the building), sprinkler damage, all matters covered by a standard special form property policy as Landlord reasonably may require, insuring the building for not less than its full insurable value on a replacement cost basis. Such insurance shall provide for a waiver of subrogation by the insurer as to claims against Tenant and its officers, directors, employees, agents and invitees.

8.2 Tenant's Insurance. Tenant shall maintain, at its expense, the following insurance policies:

(a) Commercial general liability insurance on a standard form written for tenants of a commercial office building, and adding Landlord as an additional insured. Such policy or policies shall be

in an amount of not less than One Million and no/100 Dollars (\$1,000,000.00) for all bodily injury, property damage and personal injury not less than Two Hundred Fifty Thousand and no/100 Dollars (\$250,000.00) for property damage. Tenant acknowledges that Tenant is responsible for all damage to the Tenant's personal property in the event of a casualty loss.

(b) Personal property insurance covering 100% of the insurable value of the contents of the Leased Premises.

## ARTICLE 9

### DAMAGE BY FIRE OR OTHER CASUALTY

9.1 Damage or Destruction. In the event of a complete or partial destruction of the Leased Premises during the term from any cause, Landlord shall repair the same, provided insurance proceeds are available to cover all such repair costs and such repair can be made within one hundred eighty (180) days under laws and regulations, and in such event rent will be abated until the damage is repaired, in proportion to the part of the Leased Premises which is so rendered untenable, unless such damage was a result, in whole or in part, of the negligence or misconduct of Tenant. If such repairs cannot be made within one hundred eighty (180) days or if insurance proceeds will not cover the entire cost of the repairs, Landlord shall have the right to terminate this Lease. A total destruction of the Building shall automatically terminate this Lease. If any portion of the Leased Premises or the Building shall be damaged by fire or other casualty resulting from the gross negligence or willful misconduct of Tenant, or the agents, employees, licensees or invitees of Tenant, Tenant shall reimburse Landlord for the cost to repair such damage to the extent not covered by the insurance Landlord is required to maintain under this Lease.

## ARTICLE 10

### ASSIGNMENT AND SUBLETTING

10.1 Voluntary Assignment. Tenant shall not assign or in any manner transfer this Lease or any interest therein, nor sublet the Leased Premises or any part or parts thereof, without the previous written consent of Landlord, which consent may be withheld in Landlord's sole discretion. No assignment shall release Tenant of any of its obligations under this Lease or be construed or taken as a waiver of any of Landlord's rights or remedies hereunder, unless then expressly provided.

## ARTICLE 11

### DEFAULT AND REMEDIES

11.1 Tenant Default. Any of the following shall be an event of default and breach of the Lease by Tenant, provided the same are not cured within ten (10) days after written notice to Tenant: (a) in the event proceedings are instituted in a court of competent jurisdiction for its adjudication as bankrupt or insolvent, or for the appointment of a receiver of the property of Tenant, and said proceedings are not dismissed, and any receiver, trustee or liquidator appointed therein discharged, within thirty (30) days after the institution of said proceedings; (b) the doing or permitting to be done by Tenant of any act which creates a mechanic's lien or claim therefore against the Leased Premises or building; (c) the failure of Tenant to pay an installment of rent when due or to perform any other of its covenants under this Lease; or (d) a breach of this Lease by Tenant. The ten (10) period provided shall be extended for a period of up to sixty (60) days for non-monetary defaults which cannot reasonably be cured in ten days, provided Tenant commences curing such default in said 10-day period and diligently pursues the curing of the default thereafter.



11.2 Landlord Remedies. Upon such default, and failure to cure such default, Landlord may re-enter the Leased Premises with or without process of law using such force as may be necessary, and remove all persons and chattels there from and Landlord shall not be liable for damages or otherwise by reason of re-entry or termination of this Lease. Landlord may either (a) terminate possession but not the Lease and thereafter may sue for the difference between the rent actually collected and the rent due under the Lease; or (b) terminate the Lease and sue for damages caused by the difference between (i) the present value of the then current value of the Leased Premises over the remaining term of the Lease and (ii) the Rent due and payable for the remainder of the Lease term.

11.3 Landlord Default. Should Landlord be in default under the terms of this Lease, Landlord shall have thirty days to cure the same after written notice to Landlord by Tenant. The 30-day period provided shall be extended for non-monetary defaults which cannot reasonably be cured in 30 days, provided Landlord commences curing such default in said 30-day period and diligently pursues the curing of the default thereafter. If not cured by Landlord, Tenant may, as its sole and exclusive remedy, terminate this Lease by written notice to Landlord. .

11.4 Remedies Not Exclusive. All rights and remedies of Landlord herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law, and said rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises.

## ARTICLE 12

### SURRENDER OF PREMISES

12.1 Surrender of Premises. Upon the expiration or earlier termination of the Lease Term, whether by lapse of time or otherwise, Tenant shall surrender the Leased Premises, in good condition and repair, reasonable wear and tear and loss by insured casualty excepted.

12.2 Holdover. In the event Tenant remains in possession of the Leased Premises after the expiration or earlier termination of the Lease term without the execution of a new lease agreement or Landlord's written permission, it shall be deemed to be occupying the Leased Premises as a tenant from month-to-month, at a monthly rent amount equal to the last monthly rent paid under the terms of the expired Lease Term, subject to all the other conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy.

12.3 Removal. Upon the expiration or earlier termination of the Lease Term, if Landlord so requires in writing, Tenant shall promptly remove any additions, fixtures, and installations placed in the Leased Premises by Tenant and designated in said request, and repair any damage occasioned by such removals at Tenant's expense. Otherwise, at Landlord's sole option, any additions, fixtures and installations remaining shall be considered to be abandoned by Tenant, and if so declared, such additions, fixtures and installations shall become the property of Landlord.

## ARTICLE 13

### NOTICES

13.1 Notice. Whenever under this Lease a provision is made for notice of any kind, such notice shall be in writing and signed by or on behalf of the party giving or making the same, and it shall be deemed sufficient notice and service thereof if such notice is sent by registered or certified mail, postage prepaid, return receipt requested, or by nationally recognized overnight courier making delivery against a signed receipt, to the Tenant at its address for receipt of notices set forth below, or to such other and/or further

addresses for receipt of notices to Tenant as Tenant shall provide notice, and to the Landlord at the address furnished for such purpose.

All notices sent to Tenant shall be in writing to:

Tenant:  
City of Nevada  
1209 6<sup>th</sup> Street  
Nevada, Iowa 50201  
Attn: City Administrator

All notices sent to Landlord shall be in writing to:

Nevada Community School District  
1035 15<sup>th</sup> Street  
Nevada Iowa 50201  
Attn: Superintendent

#### ARTICLE 14 MISCELLANEOUS

14.1 No Agency. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto. The relationship between the parties will be that of lessor and lessee. Neither party will have any responsibility or liability of any kind to any subcontractors or third parties providing services to or for the benefit of the other party.

14.2 Rights and Remedies. Except as specifically noted, the various rights and remedies herein contained and reserved to each of the parties hereto shall not be considered as exclusive of any other right or remedy of such party, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity, or by statute.

14.3 Integration. All negotiations, considerations, representations and understandings between the parties are incorporated herein, and may be modified or altered only by agreement in writing between the parties.

14.4 Force Majcure. Whenever a period of time is herein provided for either party to do or perform any act or thing, that party shall not be liable or responsible for any delays due to strikes, riots, acts of God, shortages of labor or materials, national emergency, acts of a public enemy, governmental restrictions, laws or regulations, or any other cause or causes, whether similar or dissimilar to those enumerated beyond its reasonable control.

14.5 Severability. Unenforceability of any provision contained in this Lease shall not affect or impair the validity of any other provision of this Lease.

14.6 Governing Law. The laws of the State of Iowa shall govern the validity, performance and enforcement of this Lease.

14.7 WAIVER OF JURY TRIAL. LANDLORD AND TENANT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL

BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE OR THE OBLIGATIONS EVIDENCED HEREBY, OR ANY OTHER DOCUMENT OR INSTRUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY.

14.8 No Broker. Tenant represents and warrants to Landlord that Tenant has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, and that Tenant knows of no real estate broker or agent who is or might be entitled to a commission in connection with this Lease. Tenant hereby agrees to indemnify the Landlord for any breach of the warranty given by Tenant in this Section.

The parties are signing this Lease as of the date set forth in the introductory paragraph above.

**Landlord:**

Nevada Community School District

By: \_\_\_\_\_

Name: Tori Carsrud

Title: Board President

**Tenant:**

City of Nevada, Iowa

By: \_\_\_\_\_

Name: Brett Barker

Title: Mayor

By: \_\_\_\_\_

Name: Brian Schaeffer

Title: Board Secretary

By: \_\_\_\_\_

Name: Jordan Cook

Title: City Administrator

RESOLUTION NO. 118 (2020/2021)

Resolution Declaring Intent to provide Economic Development Support to  
Development Project at 99 M Avenue

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

WHEREAS, Gary W. Clem, Inc. dba ALMACO (the "Developers") have proposed to undertake the investing in new products/services and expansion of their workforce (the "Project") on the property (the "Property") situated at 99 M Avenue in the City which includes industrial space; and

WHEREAS, the Developers intend to make application to the Iowa Economic Development Authority for a Business Financial Assistance Application, and this grant program requires a certain level of local government support (the "Local Contribution Requirement") for the applicant's project; and

WHEREAS, the Developers have requested that the City declare its intent to fulfill the Local Contribution Requirement and provide fiscal support to the Project through (a) an economic development grant (the "Grant") in the amount not to exceed \$8,500.

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

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

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

B) In order to satisfy the Local Contribution Requirement and to provide support to the Project, the City will agree to fund an economic development grant to the Developers during the construction of the Project not to exceed \$8,500.

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

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

Passed and approved June 28, 2021.

CITY OF NEVADA, IOWA

By: \_\_\_\_\_  
Brett Barker, Mayor

Attest:

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

• • • •

Upon motion and vote, the meeting adjourned.

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

Attest:

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



Debi V. Durham, Executive Director  
Iowa Economic Development Authority

## **Business Financial Assistance Application**

Business Finance - Business Development Division  
Iowa Economic Development Authority  
1963 Bell Avenue, Suite 200  
Des Moines, IA 50315  
[iowaeda.com](http://iowaeda.com)  
Email: [businessfinance@iowaeda.com](mailto:businessfinance@iowaeda.com)

### **Application Instructions**

**To Complete Electronic Form:** Click on TEXT BOX to add text. Double click on YES/NO boxes and select "Checked".

1. All applicants must complete the Business Financial Assistance Application, and attach only those additional sections for the components to which the applicant is applying.

#### **STATE of IOWA – Financial Assistance Program**

High Quality Jobs Program (HQJ)

☒ Tax Credits

☒ Direct Financial Assistance

2. Before filling out this application form, please read all applicable sections of the Iowa Code and Iowa Administrative Code (rules). <https://www.legis.iowa.gov/law/administrativeRules>
3. Only typed or computer-generated applications will be accepted and reviewed. Any material changes to the format, questions or wording of questions presented in this application will render the application invalid, and it will not be accepted.
4. Complete the applicable sections of the application fully. If questions are left unanswered or required attachments not submitted, an explanation must be included.
5. Use clear and concise language. Attachments should only be used when requested or as supporting documentation.
6. Any inaccurate information of a significant nature may disqualify the application from consideration.
7. The following must be submitted to Business Finance at Iowa Economic Development Authority (IEDA) to initiate the review process:
  - One signed application form and all required attachments submitted electronically to the project manager.

***Facsimile copies will not be accepted.***

Applications must be submitted to IEDA Business Finance before 4:00 p.m. on the fourth Monday of the month.

Applications will be reviewed by the IEDA Board on the third Friday of the following month.





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## SECTION B

### Business Information

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1. **Provide a brief description and history of the Business. Include information about the Business' products or services and its markets and/or customers.**

ALMACO designs and manufactures precision agricultural machinery that is specifically for use in agriculture research programs and seed production throughout the world. ALMACO continues to be the innovator in new products and technologies that serve the agriculture equipment/ technology marketplace. We are continually looking to the future and incorporating new technologies into our equipment that will provide a return on investment to our clients. ALMACO provides the highest level of premier customer service to support our clients in reaching their goals. ALMACO currently employs 194 employees with 182 residing in Iowa. We manufacture all our products in Iowa shipping 30% of our product internationally. ALMACO operates under the values of diligence, integrity, and reputation.

2. **Business Structure:**

☐ Cooperative      ☐ Corporation      ☐ Limited Liability Company  
☐ Partnership      ☒ S-Corporation      ☐ Sole Proprietorship

3. State of Incorporation: Iowa  
4. Identify the Business' owners and percent ownership: see attached  
5. Does a woman, minority, or person with a disability own the Business? ☐ Yes ☒ No  
6. List the Business' Iowa locations and the most current number of employees at each location.  
7. What is the Business' worldwide employment? (Please include employees of parent company, subsidiaries and other affiliated entities in this figure.) 194

### Project Information

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8. **Project Street Address:** 99 M Ave  
**Project City and Zip Code:** Nevada, 50201      **Project County:** Polk
9. **Type of Business Project:**  
☐ Startup      ☒ Expansion of Iowa Company      ☐ New Location in Iowa
10. **Does the project site qualify as a "Brownfield" or "Grayfield" site?** ☐ Yes ☒ No  
If yes, please explain and document as Attachment A6.

11. **Describe the proposed project for which assistance is being sought. (Include project timeline with dates, facility size, infrastructure improvements, proposed products/services, any new markets, etc.)**

ALMACO is currently investing in several new products/ services that will require substantial investments in additional employees, capital, and R&D. These investments are focused on growing products/ services in the areas of advancing yields for seed corn production, crop sensing technologies, seed treatment application systems, crop research planting systems and precision nitrogen applications.

All the investments associated with supporting the development and commercialization of these products/ services will be made in Iowa. These investments include employees to support the development and manufacturing of the products, employees focused on the servicing of the equipment, and employees hired to provide marketing and a sales support. Additionally, due to continued advancements in technology, many of the positions hired to develop the products will be focused on software applications, robotics, and green powered technologies. From a capital perspective, all the asset additions to support this growth will also be made in Iowa.

Power Pollen – ALMACO has been partnering with AAT on the development and commercialization of a product/process that is designed to increase the yields of seed corn production. This project has been underway since 2016. The project is now moving out of the feasibility phase and into commercialization. ALMACO is planning on increasing our manufacturing

resources and servicing team to support this. This will require additional headcount, capital equipment, and infrastructure. At this time, ALMACO is planning on using our current facility space to support this growth, however, some of this space will require remodeling.

Regarding the other projects (crop sensing technologies, seed treatment application systems, crop research planting systems and precision nitrogen applications) ALMACO is currently in the development stages of these projects. Similar to Power Pollen, some of the projects ALMACO is working in conjunction with other businesses on the development and advancement of the technology. These projects are going to require additional engineering resources in the form of human capital. We are particularly focused on added engineering resources with experience in software development and robotics. Additionally, ALMACO is looking at hiring project management resources and investing in software to help make these projects successful.

12.

Project Timeline (add additional rows as needed)	Beginning Activity Date	Activity Completion Date
Power Pollen – seed corn pollution	1/1/2016	12/31/2026
Crop sensing technologies	6/30/2020	12/31/2026
Crop research planting systems	1/1/2020	12/31/2026
Precision nitrogen applications	1/1/2020	12/31/2026
Seed treatment application systems	1/1/2020	12/31/2026

13. Has any part of the project started\*? ☒ Yes ☐ No

If yes, please explain. Please see answer to question 11 on Power Pollen.

\* For IEDA's purposes, starting the project includes: the start of construction or rehabilitation, the purchase of a building, execution of a lease, or installation of equipment to be used in the project.

14. Identify the Business' competitors. If any of these competitors have Iowa locations, please explain the nature of the competition (e.g. competitive business segment, estimated market share, etc.) and explain what impact the proposed project may have on the Iowa competitor. Oxbo – Clear Lake, Wisconsin; Wintersteiger - Innkreis, Austria; Kincaid – Haven, Kansas

15. Will any of the current Iowa employees lose their jobs if this project does not proceed?

☐ Yes ☒ No

If yes, please explain why and identify those jobs as "retained jobs" in the Project Jobs Section E.

16. Is the Business actively considering locations outside of Iowa? ☒ Yes ☐ No

If yes, where and what assistance is being offered? We are considering looking at expanding our Brazil operations to assist in the expansion. At this time we do not have any assistance approved.

17. Please identify the company project management for the project location and experience. Currently the projects are being managed internally at ALMACO. ALMACO is the oldest company in Story county and has been under the same ownership since 1977. Are management team has a broad base of work experience and project management.

## SECTION C

### Applicant's Project Budget

1. Does the Business plan to lease the facility? ☐ Yes ☒ No

If yes, please provide the Annual Base Rent Payment (lease payment minus property taxes, insurance and operating/maintenance expenses) for three years in the budget below, and only major renovation costs your company expects to incur. Administrative rules require the lease be in place for a minimum of five years.

2. Please complete the budget below. Include only costs the company plans to incur directly:

Use of Funds	Cost	Source A	Source B	Source C	Source D	Source E	Source F
Base Rent (3 years)							
Tenant Improvements							
Land Acquisition							
Site Preparation							
Building Acquisition							
Building Construction							
Building Remodeling	150,000						
Mfg. Machinery & Equip.	300,000						
Other Machinery & Equip.	200,000						
Racking, Shelving, etc. <sup>1</sup>							
Computer Hardware	100,000						
Computer Software	150,000						
Furniture & Fixtures	100,000						
Working Capital							
Research & Development	4,500,000						
Other							
<b>TOTAL</b>	<b>\$5,500,000</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

<sup>1</sup> Racking, shelving and conveyor equipment used in distribution center projects only

3. Please complete the chart below with proposed financing for the project (tax benefits should be reflected as indirect financing under No. 5 below):

PROPOSED FINANCING					
Source of Funds	Amount	Form of Funds	Rate and Term	Commitment Status	Conditions/Additional Information Include when funds will be disbursed; If loan, whether payments are a level term, balloon, etc.
Add additional lines as needed		(Loan, Grant, in-Kind, Donation, etc.)			
Source A: IEDA (see No. 4 below)	\$250,000	Loan	0%, 5yr	5yr	
Source B: Local Government	\$50,000	Loan	0%, 5yr	5yr	
Source C: Business	\$3,355,000	Business Operations			Funding from current business operations
Source D: Shareholders	\$1,000,000	Ownership Investment			
Source E: Operating LOC	\$650,000	Operating LOC	4%	Renewed annually	
Source F: Other Source	\$				
<b>TOTAL</b>	<b>\$5,305,000</b>				

4. Direct financial assistance (loans/forgivable loans) must be secured with acceptable collateral. Please select the type of collateral your company will pledge to secure the IEDA financing and document its value in Attachment A5. \*

No collateral, funding disbursed at the end of the 5-year contract	<input checked="" type="checkbox"/>	Explain:
Irrevocable letter of credit	<input type="checkbox"/>	
Dedicated certificate of deposit (CD)	<input type="checkbox"/>	

\* The IEDA Board has the final discretion on what collateral will be accepted.

5. Please complete the chart below with tax credits and other indirect financing expected for the project:

TAX CREDITS AND INDIRECT FINANCING		
Source of Funds	Amount	Description
Investment Tax Credit	27,500	
Sales, Service and Use Tax Refund		
Research Activities Credit (3%/10%)	67,500	
Local Property Tax Exemption		
Tax Increment Financing		
260E Job Training Funds	100,000	Not been approved, in application process
In-kind Contribution		
Other		
<b>TOTAL</b>	<b>\$195,000</b>	

6. There are three justifiable reasons for providing assistance. Check the box next to the reason why assistance is needed to complete this project.

- ☒ **Financing Gap** - A gap exists between the financing required and the financing on-hand, and the provision of tax incentives or assistance is necessary to fill the gap.
- ☐ **Rate of Return Gap** - The likely returns of the project are inadequate to motivate a company decision maker to proceed with the project even if sufficient debt or equity can be raised to finance the project, and the project's risks outweigh its rewards, making the provision of tax incentives or assistance necessary to reduce the project's risks.
- ☐ **Location Disadvantage (Incentive)** - The business is deciding between a site in Iowa ("Iowa site") and a site in another state ("out-of-state site") for its project, and the cost of completing the project at the out-of-state site is demonstrably lower, making tax incentives or assistance necessary to equalize the cost differential between the two sites. *Note: The authority will attempt to quantify the cost differential between the sites.*

7. Please provide a brief explanation of the need for assistance.

The financial assistance provided will support the investments required for ALMACO to support the growth projects identified in question 11.

## SECTION D

### Employee Benefits

There are three options to meeting the sufficient benefit requirement. These options are detailed in the chart below. Please complete questions 1-3. If your company meets Option 1 or 2, no additional information is required. To utilize Option 3, please also complete questions 4-6.

	Option 1	Option 2	Option 3
	70% single Coverage	60% Family coverage	Monetary Equivalent
Total Number of Employees in US	Pay 70% of premium costs for a standard medical plan, single coverage.	Pay 60% of premium costs for a standard medical plan, family coverage.	Provide medical and pay the monetary equivalent of Option 1 or Option 2 in supplemental employee benefits.
201+	\$1700 maximum deductible	\$3750 maximum deductible	<u>Benefits Counted Toward Monetary Equivalent:</u> medical coverage, dental coverage, vision insurance, life insurance, pension, 401(k) (company's average contribution, short-/long-term disability insurance, child care services, other non-wage compensation
50-200	\$2500 maximum deductible	\$5250 maximum deductible	
0-49	\$3000 maximum deductible	\$6000 Maximum deductible	
* In addition, the IEDA will assess the affordability of plans qualified under the deductible and premium percentage paid by the employer criteria. Plans not offered at a reasonable cost to employees will be deemed not qualified, and the business is not eligible for benefits under the High Quality Jobs Program.			

1. How many full-time, permanent employees does your company currently employ within the U.S.? 171
2. What is the total premium cost for a standard medical plan for **single employee coverage**? \$480.48
  - a. What portion of this cost is paid by the business? 71%
  - b. What is the deductible associated with this plan? \$ 1000
3. What is the total premium cost for a standard medical plan for **family coverage**? \$ 1,396.25
  - a. What portion of this cost is paid by the business? 60%
  - b. What is the deductible associated with this plan? \$ 2,000

No additional information required in this section, if the company meets the requirement for Option 1 or Option 2

4. Does the company provide additional benefits to full-time employees? ☒ Yes ☐ No  
If yes, please provide the annual amount **offered by the business, per employee** in the chart below:

Benefit	Annual amount paid by the business (per employee):
Dental Insurance – Single plan	\$245.24
Dental Insurance – Family plan	\$354.48
Pension (Use 3-year average calculated below)	\$
Retirement Plan - i.e. 401(k) (Use 3-year average calculated below)	\$1,366.37
Profit Sharing Plan (Use 3-year average calculated below)	\$
Childcare Services	\$
Life Insurance coverage	\$2.12
Disability Insurance coverage	\$205.28
Health Savings Account (HSA) contribution	\$
<b>TOTAL</b>	\$

5. Does the Business offer a pension plan, 401(k) plan, and/or retirement-plan? ☒ Yes ☐ No  
If yes, please indicate the amount contributed on a per employee basis by the Business to the plan for the last three years. For 401(k) plans, please provide information on the company match and indicate the average annual match per employee.

Year Ending	Average Actual Match per Employee (\$)
2018	\$428.88
2019	\$1,717.02
2020	\$1,953.22
<b>Three-year Average:</b>	<b>\$1,366.37</b>

6. Does the Business offer a profit-sharing plan? ☐ Yes ☒ No  
If yes, please indicate total amount paid out each year for the past three years, and then determine the average annual bonus or contribution per employee for that three-year period.

Year Ending	Average Actual Share per Employee (\$)
	\$
	\$
	\$
<b>Three-year Average:</b>	<b>\$</b>

**Notes:**

1. A qualified plan must be offered to all full-time permanent employees.
2. If you have multiple health insurance plans, please provide information on each plan.

## SECTION E

### Project Jobs

1. List the jobs to be created and/or retained as the result of this project. (A retained job is an existing job that would be eliminated or moved to another state if the project does not proceed in Iowa.) For jobs to be created, include the starting and final hourly base wage rate. Overtime, bonus or other benefits should not be included in the proposed wage. For retained jobs, include the current hourly wage rate.

Full-Time CREATED Jobs		(Add additional rows as needed)	
Job Title	Number of CREATED Jobs	Starting Hourly Wage	Wage at 36 months following the award
Service Technicians	5	28.00	29.41
Sales/Marketing	4	43.26	47.58
Engineering	15	40.80	44.88
Manufacturing Supervision/Mgmt	3	36.00	37.82
Project Mgmt	1	48.00	50.92
Administrative	6	31.25	34.37
Manufacturing	26	22.44	24.68
<b>Total Full-Time CREATED Jobs</b>	<b>60</b>		

Full-Time RETAINED Jobs		(Add additional rows as needed)	
Job Title (AT-RISK jobs only)	Number of RETAINED Jobs	Current Hourly Wage	
<b>Total Full-Time RETAINED Jobs</b>			

2. Is the hourly wage rate based on a 40-hour work week, 52 weeks per year? ☒ Yes ☐ No  
If no, please explain:

## SECTION G

### Attachments

Please attach the following documents:

**A1 Project Plan**

Please provide an executive summary for your project. This information should include, at a minimum, expanded information about the company's products and services and any other project related information not already been described in the application for financial assistance.

*Please note, a traditional business plan, including an executive summary, market analysis, organization and management structure, marketing and sales management, service and product line narrative, financial projections, feasibility study and patent status, as well as any other relevant information, may be requested by the Iowa Economic Development Authority to evaluate the feasibility of this project.*

**A2 Payroll Information (Confidential)**

- Copies of the Business' **Quarterly Iowa Employer's Contribution and Payroll Report** for the past year. This report should include the monthly employment totals.
- **A copy of the most recent payroll report for one pay period.** The copy of the most recent payroll report for one pay period must be in Excel format and include the following information:
  - Company name, date of payroll and source of payroll information
  - Employee name and/or employee identification number
  - Current hourly wage - do not include bonuses, overtime or other benefit values
  - Indicate if the employee is full time (40 hours per week, 52 weeks per year) or part time.
  - A sample Excel spreadsheet can be provided by IEDA staff

**A3 Affidavit** stating the Business has not, within the last five years, violated state or federal statutes, rules and regulations, including environmental, worker safety regulations and antitrust laws, or, if such violations have occurred, that there were mitigating circumstances or such violations did not seriously affect public health or safety or the environment. A sample affidavit can be provided by IEDA staff.

**A4 Financial Information (Confidential, unless already publicly available) (Existing Businesses Only)**

- Profit and loss statements and balance sheets for past three year-ends;
- Current YTD profit and loss statement and balance sheet;
- Schedule of aged accounts receivable;
- Schedule of aged accounts payable; and
- Schedule of other debts.

**A5 Collateral documentation** (If requesting direct financial assistance only)

**A6 Brownfield or Grayfield site documentation** (if applicable)

## SECTION H

### Certification and Release of Information

1. Are there any judgments or court actions completed or pending against the applicant entity, or any current or prospective officer, principal, director or owner? ☐ Yes ☒ No
2. Has any current or prospective officer, principal, director or owner been accused or convicted of any wrongdoing or crime, other than a simple misdemeanor? ☒ Yes ☒ No  
*Gary Clem, Retired Minority Owner, made an error on a vehicle registration for one of his personal vehicles and was charged with a serious misdemeanor. Rather than fight the case in court he chose to plead guilty and pay the fine and all other restitutions. He has no other criminal record of any sorts.*
3. Have there been any current or past bankruptcies on the part of the applicant entity (or predecessor entities), or on the part of any current (or prospective) officer, principal, owner or in any business dealings of current (or prospective) officers, principals or owners of the applicant entity? ☐ Yes ☒ No
4. In the last five years have there been, or are there currently any investigations of potential violations of public health, safety (including workplace safety) or environmental laws by the applicant entity, or any current or prospective officer, principal, director or owner? ☐ Yes ☒ No
5. In the last five years have there been, or are there currently any violations of antitrust laws by the applicant entity, or any current or prospective officer, principal, director or owner? ☐ Yes ☒ No
6. If yes to any of the above, please provide additional explanation:

I hereby give permission to the Iowa Economic Development Authority (IEDA) to research the Business' history, make credit checks, contact the Business' financial institutions, insurance carriers and perform other related activities necessary for reasonable evaluation of this application. I also hereby authorize the Iowa Department of Revenue to provide to IEDA state tax information pertinent to the Business' state income tax, sales and use tax, and state tax credits claimed.

I understand that all information submitted to IEDA related to this application is subject to Iowa's Open Record Law (Iowa Code, Chapter 22), unless specifically marked as confidential section.

I understand the IEDA reserves the right to negotiate the financial assistance.


I understand this application is subject to final approval by IEDA and the Project may not be initiated until final approval is secured. Furthermore, I am aware that funds will not be disbursed until a contract has been executed and the appropriate terms met.


I understand that upon execution of the contract and prior to the issuance of a tax credit number or the disbursement of Award Funds, a recipient shall pay IEDA a one-time compliance cost fee in the amount of \$500. In addition, if tax benefits are greater than \$100,000, the Recipient shall remit to IEDA a compliance cost fee 0.5% of the value of the Tax Incentives claimed pursuant to the contract. The fee will be due and payable upon filing the Recipient's annual tax return for each tax year in which tax credits are claimed under the contract.

I hereby certify that all representations, warranties or statements made or furnished to IEDA in connection with this application are true and correct in all material respect. I understand that it is a criminal violation under Iowa law to engage in deception and knowingly make, or cause to be made, directly or indirectly, a false statement in writing for the purpose of procuring economic development assistance from a state agency or subdivision.

**For the Business:**

**For the Sponsor(s):**

  
 Signature \_\_\_\_\_ Date 5/18/21

  
 Signature \_\_\_\_\_ Date 6-18-21

David Freeman, CFO  
 Name and Title (typed or printed)

City Administrator, Jordan Cook  
 Name and Title (typed or printed)



## Public Records Policies

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During the application process, the information submitted to IEDA is exempt from disclosure under the "industrial prospects" exemption found in Section 22.7(8). However, once an award is received, the industrial prospects exemption no longer applies and *all documents submitted and generated during the application and negotiation process become public records* under Iowa's Open Records Law (Iowa Code, Chapter 22), unless:

- 1) The information belongs to one of the classes of records automatically treated as confidential; or
- 2) You have applied for and received written notice that the information will be treated as confidential.

### Automatically Confidential Records

IEDA automatically treats the following records as confidential and will withhold them from public inspection even without a request for confidential treatment:

- Tax Records and Tax Liability Information
- *Quarterly Iowa Employer's Contribution and Payroll Report* prepared for the Iowa Workforce Development Department
- Payroll Registers
- Business Financial Statements and Projections (unless those statements are already publicly available elsewhere, e.g., 10-K filings)
- Personal Financial Statements

### Exemptions to the Open Records Law

To have additional information treated as confidential, you must fill out the confidential treatment request form. This form is available by request. Under the Open Records Law, IEDA may lawfully treat certain information as confidential if that information falls within an exemption to the Open Records Law. The following exemptions represent records which may lawfully be treated as confidential under the Open Records law and which are most often applicable to the information submitted to IEDA:

- Release of information would give an unfair advantage to competitors – Iowa Code Sec. 15.118
- Trade secrets – See Iowa Code section 22.7(3), see also Iowa Code Ch. 550
- Information on an industrial prospect with which the IEDA is currently negotiating – See Iowa Code section 22.7(8)
- Communications not required by law, rule or regulation made to IEDA by persons outside the government to the extent that IEDA could reasonably believe that those persons would be discouraged from making them to IEDA if they were made available for general public examination – Iowa Code section 22.7(18)

### Non-Confidential Information

Information submitted to IEDA as part of the application process or that is contained in a contract for program benefits is generally considered material to the eligibility requirements of the program or to the amount of incentives or assistance to be provided. Such information is generally not given confidential treatment. Such information includes, but is not limited to, the number and type of jobs incented, the wage levels for the incented jobs, the company's employee benefit information and the project budget.

**Additional Information Available.** Copies of Iowa's Open Record law and IEDA's administrative rules relating to public records are available from the IEDA upon request.



## MEMO

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To: Nevada Mayor and City Council

From: Larry Stevens, PE

Subject: Monthly Project Update from HR Green

Date: June 23, 2021

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### **On-Call Engineering Services - 40100100**

- With assistance of City staff work, Kirk Larkins with HR Green reset plot corners in east portion of the Southlawn section of the Cemetery.
- Attended walk-through with Fox Engineering, Contractors, and City staff to review the infrastructure constructed in the South Glen Subdivision.
- Attended walk-through with Fox Engineering, Contractors, and City staff to review the infrastructure constructed in the West F Avenue Subdivision.
- Assisted Fire Chief with verification of new generator capabilities for grant application.
- Completed final review of the revised site plan and drainage report for the USDA facility on Fawcett Parkway.
- Working with Tim Hansen to develop concepts for replacement of the Hattery Park Shelter, which was damaged by last year's derecho and subsequently demolished.

### **Central Business District Infrastructure Improvements – 180306**

- Underground infrastructure (sewer and water) was completed in the east half of K Avenue and the alleys east of 6<sup>th</sup> Street between J Avenue and Lincoln Highway. This completes all underground work south of Lincoln Highway, except for a couple water services in the east alley near Lincoln Highway.
- All paving, streetscape, and street lighting in the west block of K Avenue is complete, and the street is open. Pavement markings remain to be completed.
- Mainline and parking paving in the east block of K Avenue is complete. Sidewalk paving will commence next week.
- Both blocks of Lincoln Highway have been closed, and existing pavement removal is underway. OnTrack will begin underground infrastructure construction in this area next week.

### **Sponsored Projects - 191900**

#### **Nevada Sponsored Project 2021 Application – 191900.01**

- The 2<sup>nd</sup> Sponsored Project application was approved for \$1.0M for water quality projects. This is in addition to the \$2.0M previously awarded in the 1<sup>st</sup> application.

#### **Nevada Sponsored Project Concept Design – 191900.02**

- Concept design is looking at 6 sites: West Indian Creek, a local tributary to West Indian Creek, Harrington Park, North Stormwater Facility, SCORE Park and Wilson Pond. The approved 2<sup>nd</sup> Sponsored Project will also focus on these sites.
- Field work has been completed for the stream survey, wetland delineation, and geotechnical investigations.

- A stream assessment and initial conceptual designs for West Indian Creek are almost complete and will be presented to the City before the end of June.
- A concept for multiple biocells in the SCORE Park parking areas was presented to the City and is still under technical review by SRF technical partners.
- HR Green has contacted the US Army Corps of Engineers for a jurisdictional ruling on several locations in the Harrington Park project area and may also seek jurisdictional rulings on project areas related to Wilson Pond. Jurisdictional rulings are expected to take several months to be completed. Since these rulings will affect the design concept, concept work for Harrington Park and Wilson Pond are paused pending the ruling.
- Work on the North Stormwater Facility remains paused pending further discussion between the City and private property owners.

#### **GIS Services - 181696**

- Water Hydrant data input for Hydrant Flushing
  - Waiting for input back from City regarding some hydrants missing some location information to tie back into City GIS.
- Urban Forest Tree Inventory
  - Tree Information has been added to GIS
  - Tree Application for viewing tree information through City's GIS ArcGIS Online Organization has been completed.
- Water Main Updates
  - HR Green has made these updates with some needing more information. HR Green has reached out to Shawn Ludwig to discuss.
- Cemetery Project
  - HR Green has reached out to Gene regarding Cemetery plot information. Plots will be the next task for adding into GIS once more information is provided by Gene at the City.
- Design Requests through Iowa One Call
  - HR Green has been assisting Kerin Wright with Design Request maps on an "As-Needed" basis.

#### **2021 Streets Project - 201191**

- 11<sup>th</sup> Street from U to W Avenues – full depth asphalt roadway with open ditches. Preliminary plans are being completed.
- Lincoln Highway mill and overlay from the bridge over the UPRR Connector Track to approximately 1900' east – 60% plans completed.
- S-14 (W 4<sup>th</sup> Street) from M Avenue to North of Railroad underpass – planning on complete reconstruction of street with concrete pavement. Design is nearing 60% complete.
- Anticipate a late Fall 2021 letting.

#### **Wastewater Treatment Facility - 160473**

- Phase 1, Site Preparation: Work was completed as of 5/14/21. Working on project close-out.
- Phase 2, WWTF Plant: Held construction progress meeting with WBCI on 6/15. Temporary entrance road is in place; site subdrain piping is installed; foundation excavation for Administration Building is complete and work is starting on foundation; excavation for Headworks Building, Oxidation Splitter structure, and Oxidation Ditches has begun; HRG is working on shop drawing submittal reviews and responding to contractor questions.
- Phase 3, Lift Station: Currently working toward at 90% design milestone
- Phase 4, Force Main and Trunk Sewer: Alternative trunk sewer alignment through private property between County Road S14 and West Indian Creek has been selected; HRG is beginning to develop revised design documents for the new alignment; HRG discussed environmental review updates with Iowa DNR and is moving forward with ER efforts; JCG Land Services will begin reaching out to property owners for easement negotiations.

**Jordan Well No. 4 Abandonment - 191227**

- Final plans, specifications, and Engineer's Opinion of Probable Project Cost are complete and submitted for Council approval and to put documents on file for bidding. No DNR permit is required for construction.

**American Water Infrastructure Act - 201437**

- The Final Risk and Resiliency Assessment (RRA) report has been submitted to the City.
- City staff are required to submit one-page certification letter to EPA no later than June 30, see separate correspondence.



June - 2021

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

From: Tim Hansen, Director of Parks and Recreation

Re: General Information Report

- Field House Project:
  - The Public Phase of the campaign was open for the period of June 7-18 for donation appointments. The plan is to do another week of calls/contacts in July.
  - The CAT Grant is anticipated to open up for applications in August.
- Pool has been very busy since we opened with the hot weather we have had. We have had some mechanical issues to address with the system. The new swimming lesson program has also started and seems to be going well.
- Cemetery staff did Memorial Day clean up the week of June 21<sup>st</sup>, and is working on additional grounds maintenance duties. June has been very busy with burials.
- I have been working on nuisance yard issues and sending out notices.
- Staff is busy with programs, high school baseball, and USSSA Baseball tournaments.
- Staff is working on maintenance work around the 4-Plex prior to hosting the National Softball Tournament the 3<sup>rd</sup> week of July.
- Spending some extra time with the Parks Staff to help them maintain operations as Joe goes to the Street Department.
- Working on the transition of Gates Hall to the School on July 1<sup>st</sup>.
- Upcoming projects:
  - Billy Sunday Field: Will hopefully be working with On-Track Construction this winter to start on the clean-up and renovations to Billy Sunday Field to make it a multi-use green space for soccer, baseball, special events, etc.
    - Removal of light poles
    - Removal of dugouts, fill with dirt/seed, enclose openings with chain link fence.
    - Removal of press box
    - Removal of infield dirt and warning track and replace with black dirt and seeding.
- Staff, City Council, Wellness, and Safety meetings.

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