

# AGENDA REGULAR MEETING OF THE NEVADA CITY COUNCIL MONDAY, AUGUST 26, 2019 – 6:00 P.M. NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6<sup>TH</sup> STREET

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

- Call the Meeting to Order
- 2. Roll Call
- 3. Approval of the Agenda
- 4. Approval of CONSENT AGENDA (Any item on the Consent Agenda may be removed for separate consideration.)
  - A. Approve Minutes of the Regular Meeting and Work Session held on August 12, 2019
  - B. Approve Payment of Cash Disbursements, including Check Numbers 71995-72089 and Electronic Numbers 667-670 (Inclusive) Totaling \$339,582.12 (See attached list)
  - C. Approve Class C Liquor License, "Temporary" Outdoor Service, License for Charles Schadt, d/b/a George's Pizza, 1220 6<sup>th</sup> Street, Nevada, Iowa, Effective August 23<sup>rd</sup> and 24<sup>th</sup>, 2019
- 5. PUBLIC FORUM: Time set aside for comments from the public on topics of City business other than those listed on the agenda no action may be taken. (Please keep your comments to five minutes or less.) This is an opportunity for members of the audience to bring to the Council's attention any item not listed on the agenda. Comments are limited to five (5) minutes per citizen, and the City will notify citizens when their time has expired. Speakers may not yield their times to others, and as a general rule this is not a time for exchange of questions. The Mayor has the authority to reduce the time allowed for comment in accordance with the number of persons present and signed up to speak.

A. Proclamation National Overdose Awareness Day

## 6. OLD BUSINESS

- A. Resolution No. 005 (2019/2020): A Resolution approving the Main Street Iowa Program Agreement and authorizing the Mayor to execute the Agreement
- B. Discussion and Appropriate Follow-up on Annexation for South Glen

#### 7. NEW BUSINESS

- A. Resolution No. 006 (2019/2020): A Resolution to approve 28E Agreement for Mutual Aide among Story County Entities
- B. Resolution No. 007 (2019/2020): A Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment, NEDC
- C. Approve Amendment to HR Green Master Agreement for Municipal Services for the W Avenue Paving Improvements, Construction Phase not to exceed \$13,750
- D. Approve Amendment to HR Green Master Agreement for Municipal Services for the South D Avenue Paving Improvements, Construction Phase Services not to exceed \$15,130
- E. Approve Wastewater Facility Plan and submittal to the Iowa Department of Natural Resources
- 8. REPORTS City Administrator/Mayor/Council/Staff
- 9. ADJOURN

The agenda was posted on the official bull	∍tin board on August 2	2, 2019, in complian	ce with the
requirements of the open meetings law.	<del>-</del>	· • • • • • • • • • • • • • • • • • • •	
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## Council Packet Memo August 26, 2019

#### 4. CONSENT AGENGA

C. Approve Class C Liquor License, "Temporary" Outdoor Service, License for Charles Schadt, d/b/a George's Pizza, 1220 6th Street, Nevada, Iowa, Effective August 23rd and 24th, 2019

This item is a correction after some additional clarification from the Iowa Alcohol Beverage Division and a discussion with Erin Clanton. At the last council meeting, the council approved the outdoor event for George's Pizza on the knowledge that Kerin and I had received from the IABD. After the meeting, a representative with the IABD sent Kerin an email and clarified the issue of the permit having been initially "Outdoor Service". It was discovered that it should have been only "Temporary Outdoor Service" initially. Because the council approved the concept of an outdoor beverage area for the Friday evening of LHD, Erin did not believe it was necessary to call a special meeting to approve the same event, but rather make the corrections at the August 26th council meeting. Therefore, it is the recommendation of City Administrator Mardesen to officially approve Class C Liquor License, "Temporary" Outdoor Service, License for Charles Schadt, d/b/a George's Pizza, 1220 6th Street, Nevada, Iowa, Effective August 23rd and 24th, 2019.

#### 6. OLD BUSINESS

A. Resolution No. 005 (2019/2020): A Resolution approving the Main Street Iowa Program Agreement and authorizing the Mayor to execute the Agreement

Enclosed you shall find Resolution No. 005 (2019/2020): approving the Main Street Iowa Program Agreement and authorizing the Mayor to execute the Agreement. This agreement is a requirement of the Iowa Main Street Program for those communities selected to participate in the program. Due to the re-affirmation of the City Support of the Nevada Main Street Program, City Administrator Mardesen recommends approval of Resolution No. 005 (2019/2020): approving the Main Street Iowa Program Agreement and authorizing the Mayor to execute the Agreement.

B. Discussion and Appropriate Follow-up on Annexation for South Glen

Enclosed you shall find a timeline that outlines the annexation and rezoning process for the South Glen, LLC Development. Also included is Resolution No. 009 (2016/2017); A Resolution Assenting to the Annexation of Certain Real Estate to the City of Nevada, Iowa that was passed on October 10, 2016. The point in question is that the resolution outlined the developers must buy out the CIWA's rights to provide water supply services to the property. The developers did not buy out the water rights, but have entered into an agreement with Iowa Regional Utilities Association (formerly CIWA) to serve the water supply with a connection to the City of Nevada. A copy of the agreement between IRUA and South Glenn, LLC, is enclosed for your review. I believe that the Nevada City Council should review the Resolution No. 009 (2016/2017); A Resolution Assenting to the Annexation of Certain Real Estate and discuss the possibility of amending the resolution based on the proposed agreement terms in lieu of the water right buy out. Due to the situation and understanding of this issue, City Administrator Mardesen recommends preparing an amended resolution to reflect the proposed arrangement for water service that would be brought back to the Nevada City Council on September 9, 2019.

#### 7. NEW BUSINESS

A. Resolution No. 006 (2019/2020): A Resolution to approve 28E Agreement for Mutual Aide among Story County Entities

Enclosed you shall find an Action Form providing the historical background information and recommendation for the 28E Agreement for Mutual Aide among Story County Entities.

B. Resolution No. 007 (2019/2020): A Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment, NEDC

Enclosed you shall find Resolution No. 007 (2019/2020): Setting Date for Public Hearing on Urban Renewal Plan Amendment for the NEDC Agreement. John Danos has prepared the enclosed documents in preparation to renew the City of Nevada and the NEDC agreement. The agreement ended June 30, 2019, but it is the desire for both organizations to renew the agreement. Within the resolution, the Public Hearing is set for September 23, 2019 at 6:00 p.m. Therefore, it is the recommendation of City Administrator Mardesen to approve Resolution No. 007 (2019/2020): Setting Date for Public Hearing on Urban Renewal Plan Amendment for the NEDC Agreement.

C. Approve Amendment to HR Green Master Agreement for Municipal Services for the W Avenue Paving Improvements, Construction Phase not to exceed \$13,750

Enclosed you shall find an amendment to the master agreement for municipal engineering services between the City of Nevada and HR Green, Inc. This amendment provides professional services for the W Avenue Paving Improvements not to exceed \$13,750. Due to the status of this project being ready for construction, City Administrator Mardesen recommends approval of amendment to the HR Green master agreement for the W Avenue Paving Improvements, Construction Phase not to exceed \$13,750.

D. Approve Amendment to HR Green Master Agreement for Municipal Services for the South D Avenue Paving Improvements, Construction Phase Services not to exceed \$15,130

Enclosed you shall find an amendment to the master agreement for municipal engineering services between the City of Nevada and HR Green, Inc. This amendment provides professional services for the South D Avenue Paving Improvements not to exceed \$13,750. Due to the status of this project being ready for construction, City Administrator Mardesen recommends approval of amendment to the HR Green master agreement for the South D Paving Improvements, Construction Phase not to exceed \$15,130.

E. Approve Wastewater Facility Plan and submit to the Iowa Department of Natural Resources

Enclosed you shall find the Executive Summary for the proposed wastewater treatment facility that HR Green has been designing. Mike Roth, with HR Green will be in attendance to give a brief overview of the plan and discuss the executive summary. The facility plan outlines only the process being proposed as part of the treatment cycle with qualifying alternatives. This plan has no building plans or structure plans to carry out the proposed plan. One of the requirements for the Iowa DNR is to seek approval from the Nevada City Council prior to submitting the facility plan. On August 20<sup>th</sup>, Mike Neal and I met with representatives from HR Green and reviewed the plan for almost 3 hours. In the interest in time, we have provided the council with the executive summary. I do have an entire copy of the plan if you would like to review it. If you would have any questions, please don't hesitate to ask Mike Roth or myself. As a requirement of the submission process to the Iowa DNR, it is the recommendation of City Administrator Mardesen to approve wastewater facility plan for submission.

Neva Date: 8/26/19

August 1.

Book 49 Page 178 (2019/2020)

NEVADA CITY COUNCIL - MONDAY, AUGUST 12, 2019 6:00 P.M.

#### 1. CALL TO ORDER

The City Council of the City of Nevada, Iowa, met for a meeting in the Council Chambers of Nevada City Hall located at 1209 6<sup>th</sup> Street, Nevada, Iowa. Mayor Brett Barker, convened the meeting at 6:00 p.m. on Monday, August 12, 2019, pursuant to the rules of the Council. The agenda was posted on the official bulletin board in compliance with the open meeting law.

#### 2. ROLL CALL

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

Staff Present: Matt Mardesen, Kerin Wright, Ric Martinez, Ray Reynolds, Shanna Speer, Shawn Cole, Tim Hansen, Andrew Henderson, Jeremy Rydl and Mike Neal.

Also in attendance were: Marlys Barker, Tom Maier, John Hall, Nathan Smith, Taylor Soubayi, Karie Smith, Shiloh Smith, Della Smith, Theresa Thompson, Anita Symington, Mary Spaulding, Jenny Celentano, Matthew Celentano, Daniel Spaulding, Andrew Spaulding, Donnelle Turnbull, Jonathan Soubayi, Justin Turnbull, Jon Augustus, and Brenda Dryer.

#### 3. APPROVAL OF AGENDA

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

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

Motion by Barb Mittman, seconded by Sandy Ehrig, to <u>approve the following consent</u> <u>agenda items:</u>

- A. Approve Minutes of the Regular Meeting held on July 22, 2019
- B. Approve Minutes of the Special Meeting held on July 30, 2019
- C. Approve Payment of Cash Disbursements, including Check Numbers 71840-71994 and Electronic Numbers 661-666 (Inclusive) Totaling \$983,112.46 (See attached list)
- D. Approve Financial Reports for Month of July, 2019
- E. Approve Renewal of Special Class "C" Liquor License (LC) and Sunday Sales for Time Out Entertainment, 1117 6<sup>th</sup> Street, Effective August 1, 2019
- F. Approve Renewal of Class "C" Liquor License (LC), Outdoor Service and Sunday Sales Permit for Charles Schadt d/b/a/ George's Pizza, 1220 6th Street, Effective August 22, 2019
- G. Approve Resolution No. 003 (2019/2020): A Resolution approving Year End Transfers for FY2018/2019, #2
- H. Approve Resolution No. 004 (2019/2020): A Resolution naming Depositories and Reviewing Maximum Balances
- I. Approve Tax Abatements:
  - 1. Permit# BP2018-0103, 1637 5th Street (Single Family Attached)
  - 2. Permit# BP2018-0104, 1635 5th Street (Single Family Attached)
  - 3. Permit# BP2018-0106, 1022 South I Avenue (New Home)
  - 4. Permit# BP2018-0117, 1015 South I Avenue (New Home)

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

#### PUBLIC FORUM

- A. Mayor Barker swore in Police Officers Jonathan Soubayi and Matthew Celentano.
- B. Mayor Barker Proclaimed the Week of August 11-17, 2019, as American Wind Week.
- C. Mayor Barker Proclaimed Water and Wastewater Workers Week as August 18-24, 2019. He thanked the city employees in the water and wastewater departments for their service.
- D. Tom Maier relayed observations he heard while working the National Softball Tournament. A lot of good comments from coaches, teams and fans on how nice the facilities were and the details put into the field work. Comments on the championship game field work were great and felt the staff went above and beyond for the tournament.

#### 6. OLD BUSINESS

A. Approve Pay Request No. 7 for the Lincoln Highway and W. 18<sup>th</sup> Street Intersection Improvement Project from Manatt's in the amount of \$20,974.80

Motion by Brian Hanson, seconded by Jason Sampson, to <u>approve Pay Request No. 7 for the Lincoln Highway and W. 18<sup>th</sup> Street Intersection Improvement Project from <u>Manatt's in the amount of \$20,974.80</u>. After due consideration and discussion the roll was called. Aye: Hanson, Sampson, Spence, Ehrig, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.</u>

### 7. NEW BUSINESS

A. Approve 5-Day Class "B" Beer (BB) (Includes Wine Coolers) Permit and Outdoor Service for Nevada Jaycees to host an Outdoor Service Area at Story County Fairgrounds at the Williams Pavilion on Saturday, August 24<sup>th</sup>, 2019 during Lincoln Highway Days

Motion by Dane Nealson, seconded by Jason Sampson, to <u>approve 5-Day Class "B" Beer (BB) Permit and Outdoor Service for Nevada Jaycees to host an Outdoor Service Area at Story County Fairgrounds at the Williams Pavilion on Saturday, August 24<sup>th</sup>, 2019 during Lincoln Highway Days. After due consideration and discussion the roll was called. Aye: Nealson, Sampson, Spence, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.</u>

B. Approve Mayor Barker's Nomination of City Administrator Matt Mardesen for consideration to the ICAP Board of Directors

Motion by Sandy Ehrig, seconded by Dane Nealson, to <u>approve Mayor Barker's Nomination of City Administrator Matt Mardesen for consideration to the ICAP Board of Directors</u>. After due consideration and discussion the roll was called. Aye: Ehrig, Nealson, Sampson, Spence, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

C. Approve Traffic Line Painting for the Street Department

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Motion by Luke Spence, seconded by Jason Sampson, to <u>approve the Bid from Iowa Plains Signing to perform traffic line painting at a cost of \$26.00/gallon.</u> After due consideration and discussion the roll was called. Aye: Spence, Sampson, Ehrig, Hanson, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

D. Discussion and Appropriate Follow-up on Fieldhouse Request for Proposals for Architectural Services

Motion by Luke Spence, seconded by Barb Mittman, to <u>approve the Request for Proposal for Architectural Services for the Fieldhouse form and direct City Administrator Mardesen to send out the RFP.</u> After due consideration and discussion the roll was called. Aye: Spence, Mittman, Nealson, Sampson, Ehrig, Hanson. Nay: None. The Mayor declared the motion carried.

#### 8. REPORTS:

City Administrator Mardesen reported:

- July 30<sup>th</sup> the Main Street Iowa committee presented the application. There is a press conference scheduled for Wednesday, August 14<sup>th</sup> at the Lincoln Jefferson Heritage Highways Park at 2:00 p.m.
- NEDC meeting was held on July 31<sup>st</sup> where there were new board members welcomed.
- The Fieldhouse RFP has been finalized and approved thanks to Tim, Shawn and Larry for their assistance.
- The City will be hosting a ICS Class 100 and 700 for staff and any council that would like to attend at Gates Hall on September 12<sup>th</sup>.

Mayor Barker thanked the council for their participation in the Main Street Iowa presentation. He noted he and Mayor Haila, of Ames, will be meeting with the Rural Water Association for all of Iowa to discuss our concerns.

Council Member Sampson reminded everyone to use the shuttles that will be available for Lincoln Highway Days as there will be limited parking at the fairgrounds. Council Member Nealson relayed they had a good turnout for the coffee last week. The next coffee is slated for September 14<sup>th</sup>. Council Member Spence thanked John Hall and Steve Skaggs for their information regarding what's happening in our community when speaking with Presidential candidates that have come through Nevada. Nealson also thanked Spence for his efforts in getting candidates into Nevada and how it also helps our community. Farmgrounds was thanked for their role as well. Council Member Ehrig relayed the Main Street Iowa Selection committee advised Nevada's presentation was one of the best they had seen. Council Member Mittman also informed council the Drug Task Force was looking to host an event for the August 31<sup>st</sup> Overdose Awareness Day.

Street Supervisor Rydl reported staff has been painting curbs and cross walks before school and Lincoln Highway Days. They hope to get the patcher going next week.

Public Works Director Neal thanked the mayor for the proclamation for the water and wastewater employees. Staff is busy trying to keep the plant operational until the new facility is built.

Park and Recreation Director Hansen noted Mardean Playground is installed and should be ready to go within the next week. He thanked the council for their commitment for the Fieldhouse.

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Library Director Speer advised they are reviewing the applications for the Children's Librarian position that is open. The Summer Programs were well attended. She is working on cross training staff in the event of her absence. Speer and Assistant Library Director Bellis will be attending a conference in Vermont. They received a grant for one attendance.

Director of Fire and EMS Reynolds relayed Verbio will be opening their tower for a stair climb in remembrance of the events of 9/11. It would take 6 times to climb their tower to mimic the climb from the World Trade Center. There will also be a piece of steel from 9/11 on display at the fire station for the public to view. The Fire Department has been going door to door at Homemakers offering to install Smoke Alarm donated by the Red Cross. Wednesday night the department will be holding a SCBA Challenge at the elementary playground. They will be completing drills.

Public Safety Director Martinez noted they are now at full staff. He will be working with Sampson to complete the road closures needed for Lincoln Highway Days.

City Clerk Wright advised the training attended the last couple weeks were on the new websites for the Annual Financial Report and the Budget. Also reviewed were the changes with the Budget and the additional hearing notice that is required. Staff will be working on a timeline for the budget process.

City Engineer Stevens updated the council on the projects. Staff is working on the downtown project and the underground infrastructure that will be required with the project. The Lincoln Highway/W 18<sup>th</sup> Street Intersection Project is completed except for some seeding that will be completed in the fall and a drainage issue in the NE quadrant. There should be a draft report for the wastewater facility plan soon. The goal is to have the new facility online by 2023.

#### ADJOURNMENT

There being no further business to come before the meeting, motion by Dane Nealson, seconded by Barb Mittman, to <u>adjourn the meeting</u>. Following voice vote, the Mayor declared the motion carried at 6:39 p.m. the meeting adjourned.

ATTEST:	Brett Barker, Mayor		
ATTEST.			
Kerin Wright, City Clerk			
Published: Council Approved:			

## NEVADA CITY COUNCIL - MONDAY, AUGUST 12, 2019 7:00 P.M.

The City Council of the City of Nevada, Iowa, met for a Strategic Planning Session at Nevada City Council Chambers, 1209 6<sup>th</sup> Street, Nevada, Iowa. The Session convened at 7:00 p.m. on Monday, August 12, 2019, pursuant to the rules of the Council. The notice was posted on the official bulletin board in compliance with the open meeting law.

The following named Council Members were present: Brian Hanson, Jason Sampson, Dane Nealson, Luke Spence, Barb Mittman and Sandy Ehrig. Staff Present: Matt Mardesen, Kerin Wright, Ric Martinez, Tim Hansen, and Jeremy Rydl. Others present: Brenda Dryer and John Hall.

Brenda Dryer led the Strategic Planning Session.

No decisions of the council were made. The session concluded at 8:10 p.m.

ATTEST:	Brett Barker, Mayor		
Kerin Wright, City Clerk		2 4	
Published:  Council Approved:			

cem#<u>4B</u> Date: 8/26/19

## CITY OF NEVADA CLAIMS REPORT FOR AUGUST 26, 2019 08/12/19 THRU 8/26/19

VENDOR	REFERENCE	AMOUNT	CHECK #
ALLIANT	WTR-PLANT UTILITIES	5,136.62	71995
COMPUTER RES SPEC	FD-TOWERS IT SVCS	432.00	71996
VERIZON	WTR/WWT-GIS	40.03	71997
MANATTS	LHW/W 18TH PP#7	20,974.80	71998
GOOD NEIGHBOR EMERGENCY	AD HOC FY19/20 CONTR	1,810.00	71999
EFTPS	FED/FICA TAX	26,527.14	667
TASC	DEPENDENT CARE	1,584.20	668
ICMA	DEFERRED COMP	1,015.00	72007
COLLECTION SERVICES CENTER	CHILD SUPPORT	305.71	72008
GREAT WESTERN BANK	HSA	322.50	72009
FAREWAY	LIB-SUPPLIES	119.48	72023
ALLIANT	ALL-UTILITIES	35,550.88	72024
COMPUTER RES SPEC	LIB-IT SVCS	45.00	72025
BAKER & TAYLOR	LIB-MATERIALS	2,570.85	72026
IA COMM NETWORK	LIB-LONG DISTANCE	8.16	72027
STATE LIBRARY OF IA	LIB-SUBSCIPTION/PUBLIC LIB SUPPORT	513.88	72028
C&K HEATING,AC	LIB-THERMOSTAT INSTALL	257.00	72029
CONSUMERS ENERGY	ALL-UTILITIES	5,964.68	72030
AMAZON.COM	LIB-MATERIALS	371.72	72031
CENTER POINT	LIB-MATERIALS	115.65	72032
CENGAGE	LIB-MATERIALS	383.15	72033
ILA/IASL	LIB-SPEER CONFERENCE	205.00	72034
JUNIOR LIBRARY GUILD	LIB-MATERIALS	998.40	72035
OVERDRIVE - CLEVELAND	LIB-SUBSCRIPTION	1,258.70	72036
TREASURER STATE OF IA	SALES TAX 8/1-15/2019	4,392.08	669
TREASURER STATE OF IA	WTR EXCISE TAX 8/1-15/2019	9,193.92	670
BIG 8 TYRE	WTR-OIL CHANGE/TIRE ROTATION	98.40	72037
BROWN SUPPLY CO	WTR-METER ADAPTERS	220.92	72038
FAREWAY	GH/STS/4PLX-SUPPLIES	37.86	72039
ALLIANT	CH/STS/SC/CD-UTILITIES	9,385.20	72040
NEVADA VET CLINIC	PD-ANIMAL CONTROL	643.90	72041
PRATT SANITATION	ALL-GARBAGE SVC	827.75	72042
VAN WALL EQUIP	STS/PKM-SUPPLIES	88.49	72043
SECRETARY OF STATE	PD-CIZMADIA/HUTTON NOTARY	60.00	72044
STATE HYGIENIC LAB	POOL/WTR/WWT-LAB ANALYSIS	2,813.50	72045
COMPUTER RES SPEC	ADM/CH/PD-IT SVCS	247.50	72046
ARNOLD MOTOR SUPPLY	STS/PKM-SUPPLIES	317.36	72047
IA STATE READY MIX	STS-CONCRETE	1,738.25	72048
STORY CO TREASURER	PROPERTY TAX	4,408.00	72049
GATEHOUSE	PUBLIC NOTICES	614.84	72050
HOKEL	PKM-S-HOOKS	30.00	72051
MECHANICAL COMFORT	WTR-A/C RPR	157.50	72052

GOOD AND QUICK	PD-RPRS	275 57	72052
DIAMOND VOGEL PAINTS	PKM/PKM-PAINT	275.57	72053
INTL ASSOC OF FIRE CHIEFS	FD-REYNOLDS MEMBERSHIP	1,732.25	72054
STAPLES	PD-SUPPLIES	240.00	72055
JOHNSON CONTROLS	CH-FIRE ALARM TEST/INSP	219.95	72056
STOREY KENWORTHY	ALL-PRINTING	407.05	72057
ACCO	POOL-LIQUID CHLORINE	1,596.12	72058
GALLS INC	PD-#617 UNIFORM	1,400.60	72059
DRAINTECH	POOL-CAMERA/LEAK DETECTION	972.86	72060
NEVADA HARDWARE	ALL-SUPPLIES	260.00	72061
SHUCK-BRITSON INC	STS-BRIDGE INSPECTION	928.81	72063
NEIGHBORS HTG CLG	GH-GAS LEAK RPR	2,345.60	72064
WINDSTREAM	PD/POOL-PHONE	435.00	72065
JOHN DEERE FINANCIAL	ALL-SUPPLIES	139.01	72066
HR GREEN	ALL-SUPPLIES ALL-ENGINEERING	536.92	72067
VANSICKEL PLUMBING		83,153.50	72068
CLOUSER PLUMBING	CEM/GH-RPRS	988.02	72069
ALLEYS PIZZA	POOL-BACK FLOW TEST	150.00	72070
JAX OUTDOOR GEAR	4PLX-PIZZA	30.00	72071
KELTEK INC	PKA-CARABINER/S BINER	25.98	72072
CENTRAL IA WATER ASSC	PD-RADAR SYSTEM	325.00	72073
NUCARA PHARMACY	WTR-LWE RAW WATER 9/2019	588.22	72074
TRANS-IOWA EQUIP	EMS-SUPPLIES	89.27	72075
G & L CLOTHING	STS-SUPPLIES	363.48	72076
	WWT-CLOTHES SEE/NEAL	200.00	72077
ASCHEMAN, PHILIP PRINCIPAL FIN GRP	PD-SWANSON EVAL	205.00	72078
	ALL-LIFE INSURANCE	573.38	72079
NEOPOST	ALL-POSTAGE	1,000.00	72080
AMAZON	PD-SUPPLIES	161.54	72081
WRIGHT, KERIN	ADM-REIMB	52.89	72082
NEOPOST USA INC	ADM-POSTAGE METER SEPT/DEC	135.00	72083
GOLDEN VALLEY HARDSCAPE	PKM-MULCH	1,884.75	72084
AMES CONVENTION CTR	REC-TOURNAMENT	1,584.30	72085
EXECUTIVE TECH	ALL-COPIER LEASE	799.00	72086
HUBER SUPPLY	STS-SUPPLIES	259.69	72087
UNITED RENTALS	WTR-BOOM RENTAL	1,097.15	72088
CUNNINGHAM ASSOC	PKM-EQUIP INSTALL	8,030.00	72089
	TOTAL ACCOUNTS PAYABLE	254,971.93	
	PAYROLL CHECKS	84,240.18	
	DEPOSIT REFUNDS ON 8/14/2019	370.01	
	**** PAID TOTAL ****	339,582.12	

GENERAL	121,939.87
ROAD USE TAX	23,263.42
LOCAL OPTION SALES TAX	6,077.97
LIBRARY TRUST	1,363.26
PARK OPEN SPACE	14.85
DANIELSON TRUST	1,319.70
2019 CIP WORK	1,806.40
2019 SOUTH D AVE PAVING	3,038.40
CBD DOWNTOWN IMPR	50,415.75
2017 STS/WT/SE/STRM PROJ	364.00
LINC HWY-W 18THST INTSCT	41,889.20
WATER	39,237.18
WATER DEPOSIT	227.57
SEWER	32,833.52
SEWER CONSTRUCTION	-1.69
SEWER CAP IMP PROJECT	4,094.50
LANDFILL/GARBAGE	48.27
STORM WATER	701.39
REVOLVING FUND	10,948.56
**** PAID TOTAL ****	339,582.12

License Application ( LC0043882 Applicant

Name of Applicant: JHHC INC.

Name of Business (DBA): George's Pizza

Address of Premises: 1220 6th Street

County: Story

Zip: 50201

**Business** 

City Nevada

(515) 382-5616

Mailing

1220 6th Street

City Nevada

State |A

Zip: 50201

#### Contact Person

Name Charles Schadt

Phone: (515) 460-4336

**Email** 

chuckdzzz2383@gmail.com

)

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 08/22/2019

Expiration Date: 08/21/2020

Privileges:

Class C Liquor License (LC) (Commercial)

**Outdoor Service** 

Status of Business

BusinessType:

Privately Held Corporation

Corporate ID Number:

XXXXXXXX

Federal Employer ID XXXXXXXXX

Ownership

**Charles Schadt** 

First Name:

Charles

Last Name:

Schadt

City:

nevada

State:

Iowa

Zip: 50201

Position:

owner

% of Ownership: 100.00%

U.S. Citizen: Yes

**Insurance Company Information** 

Insurance Company: Specialty Risk of America

Policy Effective Date: 08/22/2019

**Policy Expiration** 

08/22/2020

**Bond Effective** 

**Dram Cancel Date:** 

**Outdoor Service Effective** 

08/23/2019 Outdoor Service Expiration 08/24/2019

**Temp Transfer Effective** 

**Temp Transfer Expiration Date:** 



Chris Brandes Police Sergeant

## NEVADA PUBLIC SAFETY DEPARTMENT

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

Ricardo Martinez II Public Safety Director Chief of Police



Cathy Jager Chief's Assistant

Date: Thursday, August 22<sup>nd</sup>, 2019

Charles & Heather Schadt
Dba George's Bar
1220 6<sup>th</sup> Street
Nevada, Iowa 50201
C: 515-460-4336
C: 515-460-0221 (Heather)
E: Chuckdzzz2383@gmail.com

Ref: Beer Garden on Friday, August 23rd, 2019

Dear Charles:

There have been several discussions concerning a beer garden in front of your business, George's Bar, 1220 6<sup>th</sup> Street. This event is scheduled to take place Friday, August 23<sup>rd</sup>, 2019. This letter is the third letter in regards to this event because of several changes taking place. I cannot emphasize enough you will need to be much more organized with any future events. Last minute changes will not be tolerated in the future. Any questions or concerns which involved any action required by the City of Nevada should be researched well in advance which will make any needed adjustments completed in a timely manner. Requests for changes within forty-eight hours of the event do not constitute as timely.

You are requesting to close the 1200 blk of 6<sup>th</sup> Street for a beer garden. You would like to have the north half of the block closed starting at 10:00am on Friday, August 23<sup>rd</sup>, 2019. This would allow for preparation and set up time in advance of the band. The south end of the block would be closed starting at 6:00pm. The entire roadway of the 1200blk of 6<sup>th</sup> Street will be reopened to the public no later than 3:00am Saturday, August 24<sup>th</sup>, 2019.

The road closure would facilitate the beer garden and band playing. This would start at 8:00pm and conclude at midnight.

This request is **APPROVED** under the following conditions:

## You are required to allow emergency access if necessary to this area

- · A map of the dimensions of the beer garden is on file and approved with the City of Nevada
- All Fire Inspections requirements are met and approved by the Director of Fire and EMS
- Licensing and approval from the Alcohol Beverage Division (ABD) is in place
- Current Dram Shop Insurance is in place and filed with ABD and the City of Nevada
- For the 10:00am Street Closure; barricades are in place on the north side of the driveway entering into City Hall. Behind the barricades you will park vehicles (on the north side of the barricades) is such a manner as to prohibit other traffic from driving around the barricades and vehicles
- For the 10:00am Street Closure; barricades are in place on the south side of the intersection of 6<sup>th</sup> Street and M Avenue. Behind the barricades (on the south side of the barricades) you will park vehicles is such a manner as to prohibit other traffic from driving around the barricades and vehicles.
- For the 6:00pm Street Closure, barricades are in place on the north side of the intersection of 6<sup>th</sup> Street and Lincoln Highway. Behind the barricades you will park vehicles (on the north side of the barricades) is such a manner as to prohibit other traffic from driving around the barricades and vehicles
- 6<sup>th</sup> Street will be open to the public no later than 3:00am. The roadway must be cleaned of all debris from this event. If it is not, additional fees may be incurred

At your expense, four (4) NPSD Officers are required at the beer garden from 2000hrs until midnight, 0000hrs, a total of four (4) hours. The cost of this service is \$72 per hour per officer with a two hour minimum; fees to be paid in advance. Total cost for Police Services is \$1152.00 You have already paid \$576.00. The balance of \$576.00 remains due.

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

Should you need street barricades, cones, or any other items please contact Nevada Street Department Superintendent Jeremy Rydl between 8:00 a.m. and 3:00 p.m. by calling his office at 515-382-2621. Be aware there are rental and deposit fees associated with the use of City of Nevada barricades and equipment. It is your responsibility to make these arrangements.

I strongly suggest you make contact with businesses and neighbors to make them aware of this event. Face to face contact is best, but a letter with information of the event and a contact phone number would suffice.

Vehicles which are parked in the area which will be closed will not be ticketed or towed if the vehicles are legally parked at the time you are able to close the road. You are allowed to put a note on the vehicles and ask them to move at any time.

Your event last year was safe and well attended. I would anticipate the same results this year. With this larger event, and careful planning, I believe your event will be well received by the community, and participants will have an enjoyable time. As I stated earlier, you need to better plan in the future. If you have questions please let me know. A scanned copy of the approval should be sufficient for any questions that may occur.

Respectfully,

Ricardo Martinez II

Public Safety Director/Chief of Police

Cc:

Matt Mardesen, City Administrator Mike Neal, Nevada Public Works Director Jeremy Rydl, Nevada Streets Superintendent Command Staff, Nevada Public Safety Department Mayor and City Council Chief Martinez,

I have finished the plans for our outdoor event for this years Lincoln Highway Days celebration. We would like to do this Friday, August 23<sup>rd</sup> from 9pm-12am. I have included my drawing of the layout as well as measurements. The set up is similar to last year and we request to close down 6<sup>th</sup> street from L Avenue to M avenue from 8:30 PM to 12:00 AM. We will once again double up the fencing to keep people from handing drinks over as well as sneaking into the event! We will use employee vehicles to act as a barricade on the south end of the fencing to avoid any cars trying to enter. This year we have a very large stage and Neil Hewitt will be performing once again. The stage dimensions are also included in the drawing. We have 3 fire exits as well as two entrances. This year we are also going to donate \$1 for every 16 oz caned beer we sell to the fire department for next years fireworks!

I have also included a letter that we will be sending out to all of our neighbors to let them know all the details of our event and addressing the noise that will incur. Please let us know what the cost is for the two officers to patrol for the 3 hr duration and we will get a check to you immediately.

Please let me know if you have any questions at all (515) 460-4336

Thank you,

Charles Schadt

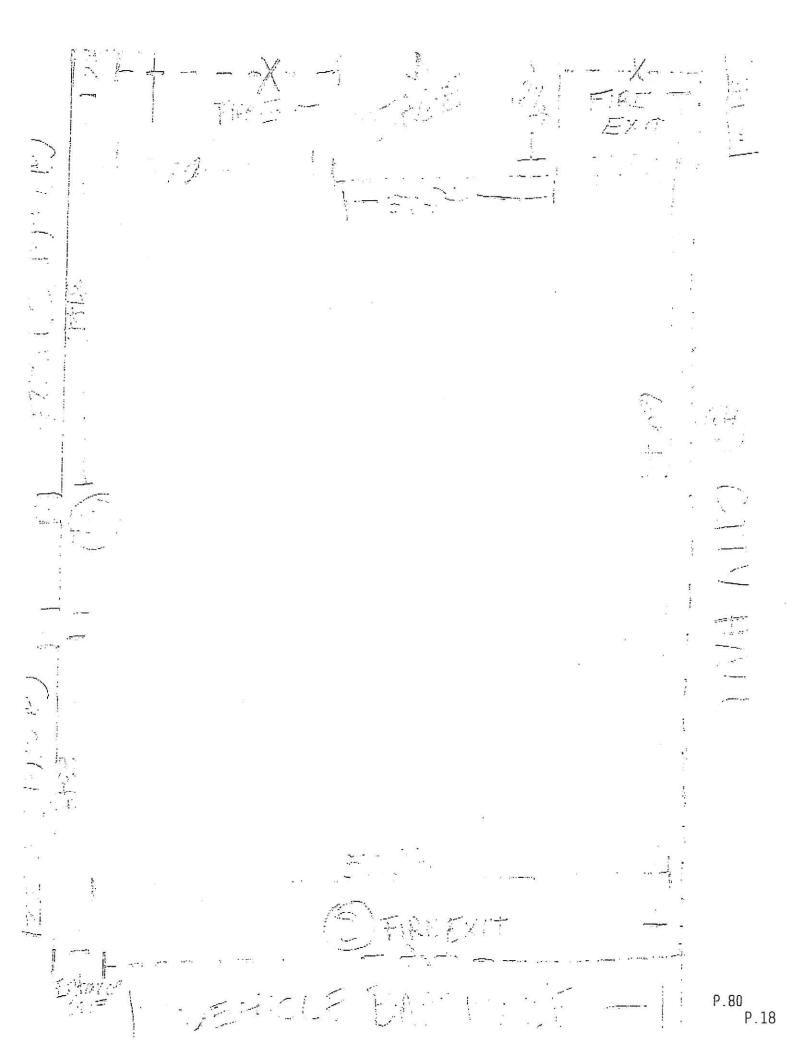
Nevada Residents and George's Pizza Neighbors,

Lincoln Highway Days is right around the corner! George's pizza will once again do a street concert on 6<sup>th</sup> street featuring Neil Hewitt. This event will result in the closure of 6<sup>th</sup> street between L Ave (Lincoln way) and M Avenue. You can expect the closing to begin on Friday August 23<sup>rd</sup> at 8pm and will re-open at 12AM. We encourage everyone to make it out to our event, and for every canned beer we sell \$1 will be donated to the fireworks fund for 2020! To our neighbors you can expect music, fun, and noise for about 3 hrs. We apologize if this a burden on you, and hope you can make alternate plans if you don't want to attend and don't want to deal with the noise.

Thanks for your understanding and we truly hope to see everyone there to start Lincoln Highway Days off with a bang!!

Thank you,

GEORGE'S PIZZA



## **Kerin Wright**

From:

Hohn, Jason < hohn@iowaabd.com>

Sent:

Tuesday, August 13, 2019 10:20 AM

To:

Kerin Wright

Cc:

Nate Beyer; chuckdzzz2383@gmail.com

Subject:

Re: FW: Outdoor Service

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

Kerin,

In order for George's Pizza to have outdoor service on the license for the whole 12 months, the outdoor service area has to be permanent. When the license was renewed for 2019-20, outdoor service was not removed from the renewal application. The outdoor service was carried over from last years temporary outdoor service and should have been removed by the licensee when applying or denied by the local authority since there is not a permanent outdoor service area. If George's Pizza wants another temporary outdoor service for Lincoln Highway Days or another outdoor event, a separate outdoor service application needs to be submitted for each temporary outdoor service area.

Nate Beyer will be handling this and reaching out to the licensee asking if he wants to remove the outdoor service from his 2019-20 renewal application. Nate will also let the licensee know that he needs to reapply for the temporary outdoor service just like last year. If George's Pizza applies for the temporary outdoor service, you will need to collect a new sketch for the new temporary outdoor service application. If there are anymore questions please send to Nate Beyer, his email is <a href="mailto:beyer@iowaabd.com">beyer@iowaabd.com</a>.

Thanks,

Jason

## Jason Hohn | Lead Licensing Clerk Specialist

lowa Alcoholic Beverages Division • 1918 SE Hulsizer Road, Ankeny IA 50021 [ph] 515.281.7429 • [e] hohn@iowaabd.com • https://abd.iowa.gov



On Mon, Aug 12, 2019 at 9:14 AM Kerin Wright < KWright@cityofnevadaiowa.org> wrote:

Hi Jason -

tem #<u>5A</u> Date: <u>8/26/19</u>



**WHEREAS**, this proclamation recognizes drug overdoses are a community-wide problem, and overdose prevention is a community effort, and designates August 31, 2019 as Overdose Awareness Day in the City of Nevada in coordination with National Overdose Awareness Day; and

WHEREAS, thousands of individuals die every year from drug overdoses; and

WHEREAS, these deaths are preventable when resources and education exist; and

WHEREAS, Nevada is not immune from this epidemic; and

WHEREAS, Nevada and Story County have established an Opioid Task Force to combat the problem; and

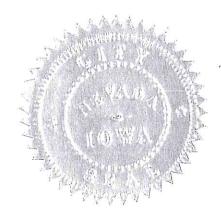
WHEREAS, all residents can be a part of solving this epidemic.

**NOW THEREFORE**, I, Brett Barker, Mayor of the City of Nevada, in the State of Iowa, do hereby designate August 31, 2019, as

#### NATIONAL OVERDOSE AWARENESS DAY

In honor of those who were taken too soon and in the hopes that by education and access to services we may help others get well.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the great seal of the City of Nevada, Iowa, to be affixed this 26<sup>th</sup> day of August, 2019.



Brett Barker Mayor

Item# 617 Date: 8126119

Resolution No
Main Street Iowa Program Agreement
Page 1 of 1

## **RESOLUTION NO. 005 (2019/2020)**

## A RESOLUTION APPROVING THE MAIN STREET IOWA PROGRAM AGREEMENT

WHEREAS, the City of Nevada (City), Iowa Economic Development Authority (IEDA) and Main Street Nevada (Local Main Street Program) desire to enter into an agreement establishing a partnership for a Main Street Program in Nevada; and

WHEREAS, the City of Nevada agrees to support and partner with the Program's focus on the revitalization of the designated Main Street district utilizing the Main Street Approach specified in the attached Agreement Number: PS-G300-02;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, does hereby approve the Main Street Iowa Program Agreement, Number PS-G300-02, between the City of Nevada, IEDA and the Local Main Street Program. The Mayor is hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 26th day of August, 2019.

	Brett Barker, Mayor
ATTEST:	
Kerin Wright, City Clerk	e e
a a	•
Moved by Council Member _, seconder adopted.	d by Council Member _ that Resolution No. 005 (2019/2020) be
AYES: NAYS: ABSENT:	
The Mayor declared Resolution No. 005	(2018/2019) adopted.
I hereby certify that the foregoing is a (2018/2019) at the regular Council Meet 2019.	true copy of a record of the adoption of Resolution No. 005 ting of the City of Nevada, Iowa, held on the 26 <sup>th</sup> day of August,
Kerin Wright, City Clerk W:0fficelCouncil\Resolutions\2019-2020\005-Main St IA Agrmt. Box	

### Main Street Iowa Program Agreement

Agreement Number: PS-G300-02 Effe

Effective Dates: August 31, 2019 - December 31, 2021

Agreement between the Iowa Economic Development Authority, the City of Nevada, and Main Street Nevada for the purpose of continuing the Main Street Program in Nevada.

THIS AGREEMENT is entered into and executed by the Iowa Economic Development Authority herein referred to as the "IEDA", the City of Nevada herein referred to as the "City", and Main Street Nevada herein referred to as the Local Main Street Program".

WHEREAS, The City and Local Main Street Program established a partnership with IEDA in 2019 and desires that the program continue; and

WHEREAS, the IEDA desires to continue the relationship which has been established with the City and the Local Main Street Program;

NOW THEREFORE, in consideration of the foregoing and mutual covenants and agreements contained herein, the parties have agreed to do as follows:

### SECTION I. The Local Main Street Program agrees to:

- Maintain the local program's focus on the revitalization of the designated Main Street district utilizing the Main Street Approach™. This focus should be reflected in the programs annual plan of action, goals and objectives, vision, and mission statement.
- 2. Employ a paid full-time Executive Director for the Local Main Street Program who will be responsible for the day-to-day administration of the Local Main Street Program in the community. Full-time employment is defined as 40 hours per week dedicated to the Local Main Street Program work. Part time employment is 25 hours per week dedicated to the Local Main Street Program work. The Local Main Street Program and City will work to the best of their ability to provide professional support, competitive compensation, and benefits for the Executive Director position. In the event this position is vacated during the time of this agreement, the Local Main Street Program agrees to fill this position in a reasonable time and provide a written timeline to fill this position to the Main Street Iowa State Coordinator.
- Develop an accurate position description which includes the rate of compensation and describes the
  professional activities for which the Executive Director is responsible. A copy of which is to be provided to
  Main Street lowa annually.
- 4. Maintain worker's compensation insurance for the Executive Director and staff.
- 5. Maintain an office within the designated boundaries of the local Main Street district.
- 6. Submit monthly performance reports to the IEDA by established deadlines. The reports will document the progress of the Local Main Street Program's activities. Should a Local Main Street Program become three months tardy on submission of monthly reports, program services available through Main Street Iowa will be suspended until the Local Main Street Program has submitted all late reports to become current.
- 7. Provide Main Street Iowa electronic (via email, web cloud, etc.) examples of local best practices and information demonstrating local success stories (e.g. action plans, marketing materials, quality images, programmatic documents, etc.)
- 8. Achieve Main Street America National Accreditation at a minimum once every two years. Not achieving Main Street America accreditation at a minimum once every two years will result in termination of this agreement and loss of recognition as a Main Street Program. Details of Main Street America National Accreditation Standards of Performance can be found on the Main Street America website: <a href="https://www.mainstreet.org">www.mainstreet.org</a>
- 9. Participate, as required by Main Street Iowa, in training sessions as scheduled throughout the year. To remain in compliance and to be eligible for Main Street America accreditation, the Local Main Street Program

must have representation at both days, in their entirety, of the three (3) training sessions held annually, indicated as mandatory on the program calendar. In addition, any newly hired Executive Director will be required to participate in Main Street Orientation, as soon after the hire date as feasible. Registration and all related travel expenses for training will be paid by the Local Main Street Program.

- 10. Work with the City to pass a Resolution of Support of the Local Main Street Program. This resolution must stipulate sources of funding for the program, a commitment to appoint a city official to represent the City on the local Main Street governing board of directors, and that the City will continue to follow the Main Street Approach™ as developed by Main Street America and espoused by Main Street Iowa for Main Street district revitalization.
- 11. Have a Resolution of Support passed by the Local Main Street Program Board of Directors. This resolution must stipulate a commitment to continue Main Street district revitalization following the Main Street Approach™ as developed by the Main Street America and espoused by Main Street Iowa.
- 12. Maintain a "Designated Main Street Network" membership with Main Street America.
- 13. Use the words "Main Street" when referring to and marketing the local program, either as an official part of the organization's name or as a tagline such as... "A Main Street Iowa Program". As a designated Main Street Iowa community, the Local Main Street Program is required to include the Main Street America and the Main Street Iowa logos on local program communication materials.
- 14. Promote the revitalization of the Main Street district through advocacy of tools and resources that support district investment, for example: development incentives, ordinances and policy that promote the revitalization of the district, design guidelines or standards that promote the protection of the traditional character of the district, district development planning, etc.
- 15. Submit with this signed Program Agreement, one (1) completed W-9 of the Local Main Street Program.
- 16. Not assign this agreement to another organization without obtaining prior written approval of the IEDA.
- 17. Remain in compliance with the requirements of Main Street Iowa as outlined in this agreement. If the IEDA finds that the Local Main Street Program is not in compliance with the requirements of this program agreement:
  - a. The Local Main Street Program and City will be notified of non-compliance with an "Initial Warning" and given a 90-day probationary period in which to return to compliance. The Initial Warning will include a summary of non-compliant items and provide guidance on how to resolve the issues. During this probationary period, all Main Street lowa services, with the exception of targeted technical assistance to help the Local Main Street Program mitigate non-compliant items, will be suspended, including eligibility for Main Street Iowa grant applications, awards nominations, and onsite technical assistance. The Local Main Street Program will be reevaluated by Main Street Iowa 90 days following the Initial Warning.
  - b. If the Local Main Street Program has failed to return to compliance as noted in the initial warning, Main Street Iowa may issue a Final Warning and given a second 90-day probationary period in which to return to compliance.
  - c. If the Local Main Street Program is not in compliance within 90 days after the Final Warning, Main Street lowa may terminate this agreement with the local program. Notice of official termination will be made by a letter of notification from IEDA to the Local Main Street Program, City, and Main Street America. Termination of this agreement will result in the loss of recognition as a Main Street Iowa Program and discontinuation all Main Street Iowa services, activities provided in this agreement, and will cease using the trademarked brand "Main Street" and/or "Main Street Program" in its name or as part of its organization's identity. Once this agreement is terminated, the community must reapply for Main Street Iowa designation before it can receive Main Street Iowa program services.

#### SECTION II. The CITY agrees to:

- Support and partner with the Local Main Street Program's focus on the revitalization of the designated Main Street district utilizing the Main Street Approach™.
- 2. Invest financially into the operation of the Local Main Street Program.
- 3. Pass a Resolution to demonstrate the City's support of the Local Main Street Program. This resolution must stipulate sources of funding for the program, a commitment to appoint a city official to represent the City on the Local Main Street Program governing board of directors, and that the City will continue to follow the Main Street Approach™ as developed by the Main Street America and espoused by Main Street Iowa for local Main Street district revitalization efforts.
- 4. Support the revitalization of the Main Street district through creation of tools and resources that support district investment, for example: development incentives, ordinances and policy that promote the revitalization of the district, design guidelines or standards that promote the protection of the traditional character of the district, district development planning, etc.
- 5. Support the Local Main Street Program in the completion of the annual Main Street America Accreditation process and compliance with this agreement.

#### SECTION III. The IEDA agrees to:

- Administer the Main Street America Accreditation process in Iowa on behalf of Main Street America and recognize Local Main Street Programs and Cities who successfully meet the Main Street America Accreditation Standards.
- Maintain a team of downtown revitalization specialists, including a Main Street Iowa State Coordinator, to handle communication between the Local Main Street Program, City, the Main Street Iowa Program, and state government agencies.
- Coordinate at least three (3) statewide training sessions annually for the Local Main Street Program and City based on the combined needs of all Iowa Main Street Communities.
- 4. Conduct at least three one-day Main Street orientations for all new Executive Directors, board members and volunteers. The Orientation will introduce the Executive Director and Local Main Street Program volunteers and board members to the Main Street Program and to their immediate responsibilities. Orientation meetings will be held in a central lowa location.
- Conduct an on-site partnership visit at least once every two years.
- 6. Provide continuing advice and information to the Local Main Street Program and City.
- 7. Include the Local Main Street Program and City in the Main Street Iowa network.
- 8. Provide, as requested and can be scheduled, on-site technical assistance visits to the Local Main Street Program and City with Main Street Iowa personnel in the areas of design, economic vitality, promotion, organization, committee training, board planning retreat facilitation, and action planning.
- 9. Offer additional optional, regionally hosted trainings throughout the year.

## SECTION IV. The PARTIES hereto otherwise agree as follows:

- 1. The term of this agreement shall be for a period of eighteen months, beginning August 31, 2019, and ending December 31, 2021. It may be extended or revised by a written amendment signed by all three parties.
- 2. This agreement shall be binding upon and shall insure to the benefit of the parties and their successors.

- 3. Not to discriminate against any employee or applicant for employment because of race, color, sex, age, disability, creed, religion, sexual orientation, marital status, or national origin. The parties further agree to take affirmative action to assure that employees are treated without regard to their race, color, region, sex, age, disability, creed, religion, sexual orientation, marital status, or national origin during employment.
- 4. Any one party may terminate this agreement without cause after 30 days written notice to the other two parties.
- 5. This document memorializes all elements of this agreement, and both incorporates and supersedes any previous agreements or negotiations, whether oral or written.
- 6. The IEDA is limited to furnishing its technical services to the Local Main Street Program and City and thus nothing contained herein shall create any employer-employee relationship.

(Date)

(Mayor Signature)	(Date)
(Mayor Printed Name)	<u>Nevada, Iowa</u> (City)
æ	90
(Board President Signature)	(Date)
(Board President <i>Printed Name</i> )	Main Street Nevada (Local Main Street Progran

Deborah V. Durham, Director

Iowa Economic Development Authority

## Item#<u>6B</u> Date: <u>8/26/19</u>

## Timeline for South Glen Subdivision

## 8/26/19 Nevada City Council Meeting:

- Review Resolution No. 009 (2016/2017) A resolution assenting to the annexation of certain real estate to the City of Nevada, Iowa.
- Review the Agreement between South Glen, LLC and Iowa Rural Utilities Association

Before 8/30/19: Receive Preliminary Plat from Fox Engineering

## 9/9/19 Nevada City Council Meeting:

- Council reviews Planning & Zoning's recommendation to approve voluntary annexation request from South Glen, annexation request is sent to State Development Board.
- Council sets Public Hearing for proposed rezoning of South Glen from AR to R-3 for 10/14 P&Z has reviewed & recommended approval
- Council presented with the City of Nevada & Iowa Rural Utilities
   Association Amendment to the current agreement for approval.

## 10/7/19 Nevada Planning and Zoning Meeting:

P&Z reviews Preliminary Plat & makes recommendation to Council

## 10/9/19 State Annexation Board Meeting:

State Development Board reviews voluntary annexation

## 10/14/19 Nevada City Council Meeting:

• Council holds Public Hearing to review rezoning from AR to R-3  $1^{\rm st}$  of 3 readings

## 10/28/19 Nevada City Council Meeting:

Council holds 2<sup>nd</sup> reading of rezoning

## 11/4/19 Nevada Planning and Zoning Meeting:

• P& Z reviews Final Plat & makes recommendation to Council

## 11/12/19 Nevada City Council Meeting:

Council holds 3<sup>rd</sup> reading of rezoning, reviews Preliminary & Final Plats

Construction Drawings will be reviewed by staff & recommended to Council during timeline.

Dirt may be moved & work may be done on site prior to Construction Drawings approved by Council at Developer's own risk.

Prepared by: Kerin Wright, 1209 6<sup>th</sup> Street, P O Box 530, Nevada IA 50201 Return to: City of Nevada, 1209 6<sup>th</sup> Street, P O Box 530, Nevada IA 50201

Phone: 515-382-5466 Phone: 515-382-5466

### RESOLUTION NO. 009 (2016/2017)

## A RESOLUTION ASSENTING TO THE ANNEXATION OF CERTAIN REAL ESTATE TO THE CITY OF NEVADA, IOWA

WHEREAS, the City of Nevada, State of Iowa, is a duly organized municipal corporation, and

WHEREAS, there has been presented to the City Council of said City Applications for Annexation, as required by Section 368.7 of the Code of Iowa, executed by the owners of the real estate to be annexed, said property being described as follows:

Estate of Ivan Everett Hansen, 1500 South 11<sup>th</sup> Street, Nevada, IA 50201. The area is generally described as South 11<sup>th</sup> Street, south of Shagbark Drive.

The property is legally described below:

The Northeast Quarter of the Southeast Quarter, in Section 18, and The West 60.00 feet of the Northwest Quarter of the Southwest Quarter, in Section 17, All in Township 83 North, Range 22 West of the 5<sup>th</sup> P.M., Story County, Iowa. Containing 41.83 acres, more or less, including approximately 3.66 acres lying within existing public right-of-way

(the "Property").

WHEREAS, the City of Nevada, Iowa desires to annex said territory upon the Applications heretofore presented,

WHEREAS, the City of Nevada, Iowa has complied with Section 368.7 of the Iowa Code by publishing and sending required notices by certified mail to the Story County Board of Supervisors, and WHEREAS, on the 10<sup>th</sup> day of October, 2016, this Council held a public hearing on said proposed annexation pursuant to published notice, and

WHEREAS, this Council finds that the Property proposed to be annexed is not within the urbanized area of any city other than the City of Nevada, Iowa, and

WHEREAS, the property owners are currently negotiating with the rural water provider, Central Iowa Water Association ("CIWA"), to buy out CIWA's right to provide water supply services to the Property, and

WHEREAS, this Council, after having heard and considered all comments for and against this proposed annexation, finds and determines that it is in the best interest of the citizens of this community that, upon the property owners successfully buying out CIWA's rights to provide water services to the Property, that the application be granted and said Property be annexed into the City.

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

- 1. That the Application for Annexation of the real estate as described in Exhibit "A" attached hereto are hereby approved, contingent upon the property owners successfully buying out CIWA's rights to provide water services to the Property.
- 2. That on the passage of this Resolution and all other requirements provided herein, this territory shall thereafter be and become a part of the City of Nevada, Iowa.
- 3. That the City Clerk shall forthwith cause this Resolution and the exhibit attached hereto to be filed with the Iowa Secretary of State, Story County Board of Supervisors, each affected public utility, the District Iowa Department of Transportation, and the Story County Recorder as required by Section 368.7 of the Code of Iowa.

PASSED AND APPROVED this 10<sup>th</sup> day of October, 2016.

ATTEST:

Kerin Wright, City Clerk

Motion by Council Member Ray Schwichtenberg, seconded by Council Member Andrew Kelly, that Resolution No. 009 (2016/2017) be adopted.

Ayes:

Schwichtenberg, Kelly, Mittman, Walker, Barker

Nays:

None

Absent:

Hanson

The Mayor declared Resolution No. 009 (2016/2017) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 009 (2016/2017) at the regular/Council Meeting of the City of Nevada, Iowa, held on the 10<sup>th</sup> day of October, 2016.

Kerin Wright, City Clerk

SEAL

RUCLEMID

AUG 1 5 2019

ctay of factoring

Prepared by Todd D. Rozendaal, Iowa Regional Utilities Association, 1351 Iowa Speedway Drive, Newton, Iowa 50208. Telephone: (641) 792-7011

### WATER SERVICE AGREEMENT

WHEREAS, the Developers affirmatively and materially represent and warrant that said Developers are the record owners of the legal and equitable title of real estate located in Story County, Iowa, that is, currently described as:

The NE ¼ of the SE ¼ of Section 18, Township 83 North, Range 22 West of the 5th P.M., except the road, Story County, Iowa (the "Territory"; and

WHEREAS, the Developers have subdivided and/or plan to subdivide the Territory and the Developers acknowledge that said land contained within such aforesaid subdivision plat(s), will be used solely for residential purposes and will require a supply of treated potable water suitable for human consumption in average quantities for normal residential property uses.

WHEREAS, the Developers acknowledge and absolutely warrant to the Association, its successors and assigns, that said Developers are the only owners of legal and equitable title of record at present relative to the above-described real estate; and

WHEREAS, the Territory is within the Association's public water supply service territory and the Association is capable of providing public water supply services to the Territory; and

WHEREAS, the Association stands ready, willing and able, pursuant to the terms and conditions hereinafter set forth, to modify its public water supply and distribution system to provide for the presently-anticipated and future needs for public water supply services of the Territory as it is developed.

## NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

- 1. SUPPLY AND DELIVERY OF WATER. Subject to each of the terms hereinafter set forth, the Association will furnish, as soon as is reasonably practicable, to each lot contained in Phase 1 of South Glen Subdivision, such quantity of potable water fit for human consumption as is presently anticipated to be necessary to serve the present needs of the respective owners of said Lots upon conveyance from the Developer. For the purposes of this agreement, Phase 1 shall include Lots 1-18, 28, 29, 38-43, and 60-65 as shown on the attached Water Main Layout for South Glen Subdivision and such development is referred to as "South Glen Phase 1".
- 2. CONSTRUCTION OF FACILITIES/WATERLINE AND METER EASEMENTS. The Association shall construct, install, and thereafter own, operate and maintain such public water supply system infrastructure and related appurtenances and facilities upon the proposed road right of way shown on the Water Main Layout, and/or upon easements granted under this Agreement as the Association may, in its sole discretion, deem reasonably necessary to provide the public water supply services contemplated herein. Said public water supply system infrastructure and appurtenances and other facilities shall be and at all times remain the sole property of the Association, its successors and assigns. During initial construction, the Association shall install curb stops to each Lot to be served. The location of such curb stops shall be at the discretion of the Association. All service lines from the curb stop to the dwelling shall be the responsibility of the Lot owner.
- 3. CONVEYANCE OF SYSTEM CONSTRUCTION/MAINTENANCE EASEMENTS. The Developers hereby grant, sell, assign and convey to the Association, its successors and assigns, absolutely and without reservation, affirmative and perpetual easements in, to and running with all streets and ways (and also including all designated utility easement areas) and the front (i.e., adjacent to street) thirty feet of each Lot in South Glen Phase 1 and such other parts of the Territory as necessary to allow the Association to provide the public water supply services contemplated herein; together with general rights of ingress and egress upon the whole of each such Lot/Street/Way/Outlot/Existing Easement in South Glen Phase 1 and such other parts of the Territory as necessary for the purposes of construction and placement of lines and necessary appurtenances and thereafter using, operating, inspecting, maintaining, repairing, replacing or removing such lines and appurtenances. The Developers expressly guarantee, warrant and materially represent that the Developers presently hold all legal and equitable interests in and to the Territory and have the exclusive and absolute right to grant, sell, assign and convey the aforementioned easements to the Association, its successors and assigns, without exception or reservation. Regardless of placement area, all meters and other equipment placed under this Agreement shall be and remain the sole property of the Association.

4. INITIAL PAYMENT AND ADDITIONAL REQUIRED PAYMENTS. The Developers, individually and on behalf of all present and future record owners of any part of the Territory, tender, and the Association accepts in settlement therefore, a non-refundable waterline construction and contract fee in the sum of \$206,930 which shall entitle Developers to receipt of potable water from the Association to 32 lots in South Glen Phase 1. One half of the waterline construction and contract fee in the amount of \$103,465 shall be due upon execution of this Agreement and the remaining balance of \$103,465 shall be due upon completion of construction of the waterlines to South Glen Phase 1. All lines and appurtenances shall be solely the property of the Association. Such initial construction fees are in addition to the connection fees for individual service to each lot in South Glen Phase 1. The Association shall not be required to place waterlines on all sides of an access easement or street or way. Upon request for water service from the record equitable titleholder of any of the subject Lots, such owner shall pay to the Association a connection fee of \$500.00 for all service connections requested and paid for before December 31, 2029, and a connection fee as determined by the Association for all service connections requested and paid for after December \$1, 2028, failing which the Association can not and does not assume any present or any later/future obligation to provide any water services to such Lot. Once all fees have been fully paid and the Association has provided the owner of a given Lot a water meter, to be installed by the Lot owner's plumber, water service capacity for normal use and purposes shall be considered "reserved" to that particular Lot within such subdivision. Upon the initial conveyance of equitable title from the Developer to any purchaser of any of the aforesaid Lots, which are subject to this Agreement for service, such initial owner must seek and pay the aforesaid connection fees for water service from the Association within thirty days from the date of acquisition of title or shall be deemed to have forfeited without further notice any future right to receive water services from the Association.

5. COVENANT TO TAKE, RECEIVE AND PAY FOR WATER; AND, PROVISION FOR RELEASE THEREFROM. Developers hereby create and establish a covenant running with the land and attaching to each said Lot in South Glen Phase 1 and in all other lots to be later platted in the Territory, the same to be forever binding upon the owner(s) of each of said Lot, their respective heirs, successors and assigns, as follows: That the respective owner(s) of each said Lot shall each: (a) Take and receive all water to be used in any manner upon each said Lot solely from the Association, its successors or assigns, commencing within thirty (30) days from the date any such owner acquires equitable title to the subject Lot; and, (b) Accept and retain membership in good standing in said Association, its successors or assigns, in accordance with its Articles of Incorporation, Bylaws, Rules and Regulations and other policies, as may now exist and/or be hereinafter established or amended; and, (c) Pay for such water services in such manner, at such times and places, and upon such terms and at such rates as may now or hereafter be fixed and determined by said Association, its successors or assigns. NOTE: Such fees and charges for such water services, together with interest, costs, and reasonable attorneys' fees for enforcement of Association interests, shall be a charge on the land and shall be a continuing lien upon the numbered Lot to which such water services are provided or are to be provided. Each such charge, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the legal and equitable owner(s) of record at the time when such charges were first due and shall be deemed a continuing lien and charge upon the land. In addition, the personal obligation for delinquent charges, interest, costs, and reasonable attorneys' fees shall pass to record successors and assigns of legal and/or equitable title to the subject numbered Lot unless expressly released by the Association. All future purchasers of interests in and to said Lots of such subdivision

are subject to this Agreement are cautioned to inquire before purchase whether all charges have been paid to date of purchase.

6. FUTURE DEVELOPMENT. This non-refundable waterline construction and contract fee in the sum of \$206,930 applies only to South Glen Phase 1. Any other development in the Territory shall be covered under a separate agreement and such fees as are then applicable.

If the Developers construct water system improvements to the remaining 33 lots the Developers shall pay the sums set out below based on the attached South Glen Water Main Layout (Drawing C3.1 & C3.2):

Year of Improvement	Base Cost	Additional Cost	Total Developer Cost
2020	\$206,930	\$108,070	\$315,000
2021	\$206,930	\$108,070	\$315,000
2022	\$206,930	\$113,070	\$320,000
2023	\$206,930	\$118,070	\$325,000
2024	\$206,930	\$118,070	\$325,000
2025	\$206,930	\$120,570	\$327,500
2026	\$206,930	\$123,070	\$330,000

- 7. TIME OF PERFORMANCE. In the performance of each of the provisions of this Agreement, time shall be of the essence.
- 8 REPRESENTATIONS. No party hereto may reasonably rely upon any oral or other representations made in the negotiation of this Water Service Agreement. This Agreement constitutes the entire agreement of the parties; and, any subsequent modifications hereof shall be made in writing and signed by the party to be charged.
- 9 CONTINGENCIES. The initial and continuing provision of water services by the Association is contingent upon its receipt of potable water of sufficient quantities in accord with existing and any future contracts for purchase thereof.
- 10. SUCCESSORS AND ASSIGNS. This Agreement is binding upon, and inures to the benefit of, the parties hereto and, except as otherwise provided herein, each party's successors and permitted assigns.
- 11. COUNTERPART EXECUTION. This Agreement may be executed in any number of counterparts, with the same effect as if the parties had signed the same document. For purposes of this Agreement, a photographic, photostatic, facsimile, electronic or similar reproduction of a writing signed by a Person will be regarded as an original copy signed by that Person.
  - 12. RECORDING. Once fully executed the original of this Agreement shall be recorded in

the Office of the Story County, Iowa Recorder.

- 13. COSTS OF LITIGATION. In any legal or arbitration proceedings, or other actions between any of the parties hereto, to enforce any of the terms or conditions of this Agreement of any or any action in any other way pertaining to the Company affairs or this Agreement, the prevailing party, in addition to any other damages or compensation received, will be entitled to recover that party's litigation or arbitration costs, including reasonable attorneys' fees, expenses and costs of any appeals.
- 14. REFERENCES TO THIS AGREEMENT; HEADINGS; SCOPE. All headings and captions in this Agreement are for convenience of reference only and are not intended to define or limit the scope or intent of this Agreement. The attached schedules and exhibits are an integral part of this Agreement.
- 15. CONSTRUCTION. This Agreement is to be construed according to its fair meaning and not strictly for or against any party hereto. Both parties were represented by counsel in the development of this Agreement and agree they are the joint scrivener's hereof and the presumption that the terms hereof shall be interpreted against the interest of the scrivener shall not apply. Any reference to forms, schedules, the Act, Code, Treasury Regulations or other Laws includes any amendments or modifications thereof or replacements thereto.
- 16. SEVERABILITY. Every provision of this Agreement is intended to be severable. If any provision hereof is invalid or unenforceable for any reason whatsoever under the Laws of a particular jurisdiction, this Agreement will be construed and enforced as if the invalid or unenforceable provision were not a part of this Agreement for purposes of that jurisdiction, and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the invalid or unenforceable provision or by its severance from this Agreement. Moreover, a provision as similar in terms to the invalid or unenforceable provision as may be possible and be valid and enforceable in the applicable jurisdiction will be substituted automatically as part of this Agreement in lieu of the illegal, invalid or unenforceable provision. If the Act or other controlling Law is subsequently amended or interpreted by an appropriate governmental authority in a way that causes any provision of this Agreement that was formerly invalid or unenforceable to become valid or enforceable, that provision (to the extent that it subsequently becomes valid and enforceable) will be considered to be adopted as part of the Agreement as of the effective date of that amendment or interpretation or this Agreement, whichever is later.
- 17. FURTHER ACTION AND ASSURANCES. The Association and the Developers agree to perform all further acts and execute, acknowledge and deliver any instruments or documents as may be reasonably necessary, appropriate or desirable to carry out the provisions of this Agreement.
- 18. GOVERNING LAW. The validity, construction and interpretation of this Agreement and all questions arising out of or relating to either the organization of, or the investment in, the Company, or this Agreement, or the rights, duties and responsibilities of the parties hereunder (including claims alleging fraud, misrepresentation or similar torts), are to be governed by the laws of the State of Iowa, without regard to the choice or conflicts of laws principles of any jurisdiction. This Agreement shall be enforced in any federal or state court sitting in Jasper County, Iowa and each party to this Agreement

hereby consents to the jurisdiction and venue of such court and waives any and all arguments that it may have relating to such matters.

IN WITNESS WHEREOF the parties have executed this Agreement as their voluntary act and deed as of the dates hereinafter indicated and agree to be bound by the terms hereof.

SOUTH GLEN, LLC
James G. Frevert, Manager Date Date Allen L. Kockler, Member Date
IOWA REGIONAL UTILITIES ASSOCIATION:
Ronald Dunsbergen, President Delwin Van Zante, Its Secretary
Notary Acknowledgements
STATE OF IOWA>> COUNTY OF >> SS:
On August 15, 2019, before me the undersigned, a Notary Public in and for said state, personally appeared James G. Frevert, to me personally known, who, being by me duly sworn, did say that the person is the Manager of said LIMITED LIABILITY COMPANY executing the foregoing instrument; that NO SEAL has been procured by the said limited liability company; that said instrument was signed on behalf of said limited liability company by authority of its managers and the said Manager acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.
(Place Notary Seal Here)

tary Public in and for said County and State

STATE OF	_IOWA>> COUNTY OF _	Story	>> SS:
On August 15 for said state, personally appeared Al sworn, did say that the person is a M foregoing instrument; that NO SEAL instrument was signed on behalf of sa said Member acknowledged the execution limited liability company by it voluntations.	len L. Kockler, to me person lember of said LIMITED LI has been procured by the said aid limited liability company ution of said instrument to be	onally known, who, ABILITY COMPA  id limited liability co  by authority of its	being by me duly NY executing the ompany; that said managers and the
Place Notaty Todo ROZENDAAL COMMISSION NO. 749123 MY COMMISSION EXPIRES 9 - 27 - 2619	Notary Public	in and for said Cou	nty and State
STATE OF TOWA	>>_ Jasper	co	UNTY >> SS:
On this 15 day of Acquest for the aforesaid State and County, per to me personally known, who, being by President and the Secretary of Iowa Rethe within and foregoing instrument, instrument was signed on behalf of said aforesaid persons, as said officer such act and deed of said corporation, and by	rsonally appeared Ronald D y me duly sworn, did say: the egional Utilities Association, that no seal has been proced d corporation by authority of corporation the execution of	unsbergen and Del at such persons are, the aforesaid corpo arred by said corpo fits Board of Direct f said instrument to	win Van Zante, respectively, the pration executing pration; that said tors; and, that the
(Place Notary Seal Here)			
TODD ROZENDAAL COMMISSION NO. 749123 MY COMMISSION EXPIRES 9-27-2014	Notary Public	in and for said Cour	nty and State

### **COUNCIL ACTION FORM**

AGENDA ITEM: Approval of the Fire Department 28E Agreement County wide.

#### HISTORY:

Prior to November 1, 2000, the Nevada City Council signed individual agreements providing mutual aid to departments in Colo and Cambridge. There was no obligation to provide those services or have them reciprocated beyond the three cities. When an emergency strikes and more staff and fire equipment are needed, fire chiefs do not want to be put in a position to decline offering help. The City of Nevada did sign a county-wide 28E agreement on November 1, 2000. We still operate off that agreement. Nevada also has a specific agreement with the City of Colo as part of our ISO reduction from a 5 to a 3 rating.

In 2016, Nevada was one of four cities approving a new updated 28E agreement. Several departments never moved forward to seek council approval. Some cities had small volunteer departments and the fire chiefs did not think it was important; or they lacked knowledge on the importance of 28E agreements. As such, the 28E agreement from 2011 was never recorded official through the Recorder's Office or the State of Iowa.

All fire departments met at the Story County Sheriff's office and agreed to move this forward with 100% participation. The agreement spells out departments are responsible for their own employee's compensation, injury care, and expenses when responding to other districts. This formal agreement reduces the liability to departments either taking in aid or responding to another district. Story County already pages three departments to all confirmed structure fires. Mutual aid is nothing new for our county. FEMA requirements recently enacted require a mutual aid agreement for any department to be compensated during a declared disaster response to another district.

With the decline in daytime help in many communities, the reliance on mutual aid is a must. On average Nevada responds to other towns 28 times per year. We take on mutual aid from outside departments roughly 50 times due to our fire district being the largest in the county.

The Story County EMA is the custodian of records for the county wide 28E. Once signed by all departments, the 28E will be recorded with the county recorder and to the State of Iowa. If departments do not sign the agreement, efforts will be made to discuss the continued response to their communities.

#### **OPTIONS:**

- 1. Approve the 28E agreement as written.
- 2. Reject the agreement and wait for all other departments to sign first.
- Reject the agreement and have staff seek other options.

#### STAFF'S RECOMMENDED ACTION:

The Department of Public Safety recommends Nevada lead the way in the 28E agreement due to the importance of having a legal agreement between cities.

Therefore, it is the recommendation of the City Administrator that Council approves Option #1.

# RESOLUTION NO. 006 (2019/2020)

# RESOLUTION APPROVING 28E AGREEMENT FOR MUTUAL ASSISTANCE FOR STORY COUNTY FIRE DEPARTMENT SERVICES

WHEREAS, the City of Nevada desires to enter into the 28E Agreement STORY COUNTY/MUNICIPAL MUTUAL AID AGREEMENT dated January 1, 2020, the purpose of which is to provide for the Emergency Services of one entity to the other in such emergency or needed situations requiring additional, special personnel, and/or equipment.

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

That the City approves the 28E Agreement for Mutual Assistance for Story County Fire Department Services; and the Mayor, is hereby authorized and directed to execute said Agreement on behalf of the City.

Furthermore, the City terminates the 28E Agreement/STORY COUNTY/MUNICIPAL MUTUAL AID AGREEMENT dated July 20, 2000.

ADOPTED THIS 26<sup>TH</sup> DAY OF AUGUST, 2019.

	By:,
ATTEST:	Brett Barker/Mayor
Ву:	Kerin Wright/City Clerk
Moved by Council Mer	nber _, seconded by Council Member _, that Resolution No. 006 (2019/2020) be adopted.
AYES: NAYS: ABSENT:	
The Mayor declared Re	solution No. 006 (2019/2020) adopted.
	foregoing is a true copy of a record of the adoption of Resolution No. 006 (2019/2020) at the regular Council Meeting owa, held on the 12 <sup>th</sup> day of August, 2019.
Kerin Wright, City Clerk	

Prepared by 28E Committee, Story County Fire Chief's Association, Story County, Iowa

# STORY COUNTY COUNTY/MUNICIPAL MUTUAL AID AGREEMENT

# ARTICLE I – LEGAL BASIS

Section 1. Authority to form. This agreement is made pursuant to Section 28E.31 of Chapters 28 E Code of Iowa, permitting public agencies to enter into an agreement to share specific services in a mutually agreeable manner, as may be joined hereto by this newly formed agreement.

Section 2. Governing public agency. Any public agency required to provide fire protection under 364.16 Code of Iowa, or any trustee of each township required to provide fire protection under 359.42 Code of Iowa, unless already contracting fire protection with another municipality, shall pass a resolution with that governing body to enter into this agreement as a party of the Story County Mutual Aid Agreement.

Section 3. Exceptions. Municipalities as defined in 28E.31 having contracted fire protection services with another public agency, as allowed by the Code of Iowa, are not required to become parties to this agreement, as long as the municipality has authority to approve membership into this agreement.

### ARTICLE II- EFFECTIVE DATE

This Agreement shall be in full force and effect at 12:01 a.m., January 1, 2020, by and between the Parties who have obtained approval hereof by their respective governing bodies. Prior to January 1, 2020, the President of the Story County Fire Chief's Association shall authorize the Story County Emergency Management Agency to file this Agreement with the Iowa Secretary of State as required by Iowa Code section 28E.9. This Agreement shall remain in full force and

effect for an indefinite period of time from the effective date hereof until there are less than two agencies that have not terminated this 28E as provided in Article IV.

#### ARTICLE III- AMENDMENT

This Agreement represents the entire Agreement of the Parties. Any amendments, to include the addition of new members, must be in writing and approved by the governing body of all Parties by resolution. Any and all amendments must comply with the provisions of Iowa Code section 28E.8. Amendments will be filed with the Iowa Secretary of State by the Story County Emergency Agency when authorized by the Story County Fire Chief's Association or President's designee after all such requirements for amendments are completed and verified by the Story County Fire Chief's Association or President's designee.

### ARTICLE IV -TERMINATION

This Agreement may be terminated with respect to that Party for any reason by any Party by giving written notice, by certified mail to the Story County Emergency Management Agency who shall inform the other parties to this 28E. This Agreement shall thereafter terminate, with respect to that Party only, sixty (60) days from the date of receipt of termination notice. Upon termination, said terminating Party shall have no further responsibility or obligation or benefits from the other Parties to the Agreement, under this Agreement, except as provided herein. The Story County Emergency Management Agency will file an amendment with the Iowa Secretary of State reflecting the termination of the agreement for that agency.

#### ARTICLE V- PURPOSE

Section 1. The purpose of this agreement is to permit and provide for assistance on a reciprocal basis (mutual aid), among the fire department agencies of the participating jurisdictions, in the event of an emergency incident within the jurisdiction of the requesting fire agency. It is the intent of this agreement that mutual aid be requested and provided only when the normal resources available to the requesting jurisdiction are inadequate to meet the emergency incident demands.

Section 2. This agreement is not intended to supersede or otherwise invalidate other mutual aid agreements in which the parties to this agreement may be participating.

#### ARTICLE VI- ADMINISTRATION

Section 1. This agreement shall be administered by the fire chiefs of the participating jurisdictions.

Section 2. The parties participating in this agreement, or their designated representatives, hereby appoint the Story County Emergency Management Agency to be the custodian of this agreement. At the direction of the President of the Fire Association, the custodian of the agreement shall file this agreement with State of Iowa as required by the Code of Iowa. The custodian shall file any adopted amendments to the agreement in the same manner as the agreement itself.

# ARTICLE VII- MUTUAL AID PROCEDURES

Section 1. Requests for assistance. A jurisdiction which is a party to this agreement may, when it determines that its own resources are insufficient to meet the demands generated by an emergency incident, request such assistance as it believes is necessary in order to respond adequately to those demands. The determination of need and the request for assistance shall be made by the fire department incident commander of the requesting jurisdiction, or his or her appropriate designee. As soon as the requesting jurisdiction shall determine that the mutual aid assistance it has received is no longer needed, it shall communicate such information to the jurisdiction(s) which provided that assistance.

Section 2. Response to Request for assistance. Upon receiving a request for mutual aid assistance, the other jurisdictions participating in the mutual aid agreement shall provide such assistance as they deem consistent with their existing obligations. A jurisdiction providing mutual aid shall retain the right to terminate that aid at any time if it determines such actions are necessary. Termination of aid shall be coordinated and not be conducted in a reckless manner so as to endanger other personnel on scene.

Section 3. Supervision of resources. Mutual aid resources made available to another jurisdiction will remain under the control of the jurisdiction which provided them. They may, however, be given task assignments, objectives, priorities, and other directions from the jurisdiction which requested them. Responding mutual aid public agencies shall not assume or summon other public agency resources to an incident unless approved or requested by the Incident Commander.

#### ARTICLE VIII- LIABILITY AND EXPENSES

Section 1. Liability. Each jurisdiction participating in this agreement shall be solely liable for any damage or injury which its personnel, property, or equipment may suffer, except in cases of negligence or illegal acts by any other jurisdiction(s). This section shall protect any participating host agency who sponsors or allows other agencies of this agreement to use facilities or participate in combined training events.

12 consecutive Services includes a. Personnel (b. Equipment c. Supplies (a Documentation)	the services service hours.  The description of the services of the services services the services of the serv	t forth in this Agreement t limited to: cfill personnel) ed by FEMA) rred, including shipping n the form of an incident	equired to reimburse any other Party for the content, unless services are provided for longer that any of replacement supplies) lent report which clearly lists personnel, equires an actual invoice copy.
hazardous sub 133.1(2)) to re not applicable defined under	erson (as defino ostance or cond eclaim costs as to operations	ed by Iowa Administration incident (as defined as defined with respond by the Des Moines Habet between the Story Co	The Providing Entity may bill the rative Code Chapter 133.2 and 133.3) at a fined in Iowa Administrative Code Section ling to the incident. Provisions of this 28E are AZMAT. Des Moines HAZMAT services are ounty Emergency Management Commission
Date this	of	, 20	¥
	es Fire Chief		

Date this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_

Cambridge Fire Chief

Date this	of	, 20
Ву:	Collins Fire Chief	
Date this _	of	, 20
Ву:	Colo Fire Chief	
Date this _	of	_, 20
Ву:	Gilbert Fire Chief	<u>.</u>
Date this _	of	_, 20
Ву:	Huxley Fire Chief	<u> </u>
Date this	of	, 20
Ву:	Weststory Fire Chief	

Date this	of	_, 20
Ву:	McCallsburg Fire Chief	•
Date this _	of	_, 20
Ву:	Maxwell Fire Chief	
.do		
Date this _	of	_, 20
Ву:	Nevada Fire Chief	
Date this	of	20
		, 20
Ву:	Roland Fire Chief	<u> </u>
Date this	of	, 20
Ву:	Slater Fire Chief	_

Date this _	of	, 20
Ву:	Story City Fi	re Chief
e. V	Bioly City I'm	ic Chief
Date this _	of	, 20
Ву:	Zearing Fire (	Chief

Item # 18
Date: 3|26|19

# SET DATE FOR HEARING ON URBAN RENEWAL PLAN AMENDMENT

420131-91

Nevada, Iowa

August 26, 2019

The City Council of the City of Nevada, Iowa, met on August 26, 2019, at o'clock,m., at the Nevada City Hall Council Chambers, in the City, for the purpose of setting a date for a public hearing on a proposed urban renewal plan amendment. The Mayor presided and the roll being called, the following members of the Council were present and absent:
Present:
Absent:
The Mayor announced that an amendment to the urban renewal plan for the Nevada Urban Renewal Area had been prepared, and that it was now necessary to set a date for a public hearing on the proposed amendment to the urban renewal plan. Accordingly, Council Member moved the adoption of the following resolution entitled "Resolution Setting Date for a Public Hearing on Urban Renewal Plan Amendment," and the motion was seconded by Council Member Following due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:
Ayes:
Nays:
Whereupon, the Mayor declared the resolution duly adopted as follows:

# RESOLUTION NO. 007 (2019/2020)

Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment

WHEREAS, the City Council of the City of Nevada, Iowa (the "City") by resolution 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, an amendment (the "Amendment") to the Plan has been prepared which authorizes the undertaking of a new urban renewal project consisting of providing tax increment financing support to the Nevada Economic Development Corporation (the "NEDC") in connection with NEDC's programs and initiatives for the promotion of growth and economic development in the Urban Renewal Area; and it is now necessary that a date be set for a public hearing on the Amendment;

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

- Section 1. This City Council will meet at the Nevada City Hall Council Chambers, Nevada, Iowa, on September 23, 2019, at 6:00 o'clock p.m., at which time and place it will hold a public hearing on the proposed Amendment.
- Section 2. The City Clerk shall publish notice of said hearing, the same being in the form attached hereto, which publication shall be made in a legal newspaper of general circulation in the City, which publication shall be not less than four (4) and not more than twenty (20) days before the date set for hearing.
- Section 3. Pursuant to Section 403.5 of the Code of Iowa, the City Administrator is hereby designated as the City's representative in connection with the consultation process which is required under that section of the urban renewal law.

Passed and approved this August 26, 2019.

•	Brett Barker, Mayor	
Attest:		
Kerin Wright, City Clerk	<u>-</u> -	

# NOTICE OF PUBLIC HEARING ON PROPOSED URBAN RENEWAL PLAN AMENDMENT

Notice Is Hereby Given: That at 6:00 o'clock p.m., at the Nevada City Hall Council Chambers, Nevada, Iowa, on September 23, 2019, the City Council of the City of Nevada, Iowa, will hold a public hearing on the question of amending the urban renewal plan for the Nevada Urban Renewal Area (the "Urban Renewal Area") to authorize the undertaking of a new urban renewal project in the Urban Renewal Area consisting of consisting of providing tax increment financing support to the Nevada Economic Development Corporation (the "NEDC") in connection with NEDC's programs and initiatives for the promotion of growth and economic development in the Urban Renewal Area. A copy of the amendment is on file for public inspection in the office of the City Clerk.

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

Kerin Wright City Clerk

	• • • • •	
On motion and vote the meeting ac	djourned.	
	Brett Barker, Mayor	
Attest:	*	
Kerin Wright, City Clerk		

# **PUBLICATION CERTIFICATE:**

STATE OF IOWA COUNTY OF STORY CITY OF NEVADA

SS:

I, the undersigned, City Clerk of the aforementioned City do hereby certify that pursuant to the resolution of its City Council fixing a date of public hearing on a proposed urban renewal plan amendment, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City, and copies were sent to the county and school district.

WITNESS my hand this	day of	, 2019.	
	740	W ' W' L C' CI I	
8		Kerin Wright, City Clerk	

(Attach here publisher's affidavit of publication of notice.)

(PLEASE NOTE: This certificate must not be dated until the publication has been made and you have reviewed it to be sure that the notice was published on the date indicated in the attached affidavit.)

# ATTESTATION CERTIFICATE:

STATE OF IOWA	<b>1</b>
COUNTY OF STO	ORY
CITY OF NEVAL	A

SS:

I, the undersigned, City Clerk of the aforementioned City, do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with setting a date for public hearing on an urban renewal plan amendment.

WITNESS my hand this day of	, 2019.
v .	
	Kerin Wright, City Clerk



August 22, 2019

# VIA E-MAIL

Kerin Wright
City Clerk/City Hall
Nevada, IA

Re:

Nevada Urban Renewal Area (2019 Amendment)

Our File No. 420131-91

Dear Kerin:

We have prepared the attached materials which will enable your City Council to act on August 26<sup>th</sup> to set September 23<sup>rd</sup> as the date for a public hearing on the amendment to the existing urban renewal plan for the Nevada Urban Renewal Area.

The notice which is included in the attached resolution must be published once, not less than four (4) and not more than twenty (20) days prior to the date selected for the hearing. The last date on which the notice may effectively be published is September 19, 2019. Please print a copy of the notice for delivery to the newspaper. Please email a copy of the published notice to lemke.susan@dorsey.com.

Also, a "consultation session" must be set up with the local county and school district. Please refer to my separate letter enclosed for further details.

Please provide one fully executed set of proceedings, once all the actions have been taken, and contact Amy Bjork or me if you have any questions.

Best regards,

John Danos

Attachments

cc: Matt Mardesen



August 22, 2019

# VIA E-MAIL

Kerin Wright City Clerk/City Hall Nevada, IA

Re:

Nevada Urban Renewal Area Amendment/Consultation Session

Our File Number: 420131-91

Dear Kerin:

The Iowa Urban Renewal Law requires that a city provide information concerning a proposed urban renewal plan or amendment to any other governmental bodies which might be affected by the use of tax increment financing within your urban renewal area. Specifically, the City must send a copy of the urban renewal plan amendment and an invitation to attend a meeting to discuss the urban renewal plan amendment to any county or school district whose jurisdiction covers any property which is within the urban renewal area. This consultation must be held at least two weeks prior to the public hearing on September 23, 2019.

It is our understanding that the property within your urban renewal area would affect Story County and the Nevada Community School District.

Attached is a draft letter which you may use in order to provide notification to these governmental entities of the date, time and place of a meeting at which they may discuss your urban renewal plan amendment. The law does not require that this be a meeting of the City Council, and you may use your discretion about who represents the City at the meeting.

Along with the letter, you should send a copy of the urban renewal plan amendment and a copy of the notice of the public hearing on the urban renewal plan amendment.

According to our records, here are the mailing addresses for the individuals who should receive the notification letter and the enclosures:

Board of Supervisors c/o Story County Auditor Administration Building 900 Sixth Street Nevada, Iowa 50201

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

Please call Amy Bjork or me if you have questions.

Best regards,

John Danos

cc: Matt Mardesen

# [City letterhead]

DATE:	
TO:	Board of Supervisors, Story County Superintendent, Nevada Community School District
FROM:	City Council City of Nevada, Iowa
RE:	Nevada Urban Renewal Area Plan Amendment
Urban Renewa the enclosed c	ty of Nevada is in the process of amending the urban renewal plan for the Nevada Area, and, pursuant to Section 403.5 of the Code of Iowa, the City is sending you opy of its urban renewal plan amendment and scheduling a meeting at which you apportunity to discuss this amendment.
2019, at to send a rep Section 403.5	eeting to discuss our urban renewal plan amendment has been set for, o'clock, m. at the in Nevada. If you are unable presentative to the meeting, we invite your written comments. In addition, gives your designated representative the right to make written recommendations urban renewal plan amendment no later than seven days following the date of the
The Cit o'clockm. o information.	y will also hold a public hearing on this urban renewal plan amendment at
Please c	all our City Clerk at (515) 382-5466 if you have questions.

4848-9577-1042\1

Enclosure

Item#\_\_7C Date: 8/26/19

# HR GREEN, INC. AMENDMENT TO MASTER AGREEMENT FOR MUNICIPAL ENGINEERING SERVICES

THIS	AGREEMENT, made this 26th day of August, 20	019 by a	nd between the City of Nevada, the CITY, and			
HR GREEN, INC. (hereafter "HRG"), for professional services concerning:  Nevada, IA – W Avenue Paving Improvements, Construction Phase						
HRG I	Project Number <u>190345.01</u>					
	<ul> <li>agrees to employ HRG to perform the followonstruction Phase Services:</li> <li>Staking (\$5,750)</li> <li>Project submittal reviews (\$3,000)</li> <li>On-Call Services, including plan interpreta visits, progress payment reviews, final closes</li> </ul>	ations, co	onstruction guidance, change orders, site			
In con	sideration for these services, the CITY AGREES	to pay h	HRG on the following basis:			
	Lump sum in the amount of	2				
$\boxtimes$	Per current Rate Schedule with a Not to exceed fee of \$13,750 for Construction Phase services					
1	for the W Avenue Paving Improvements		TO CONTRACT THE CONTRACT OF TH			
	Other as stated here:					
	chedule of Fees and Conditions are as approve es dated July 24, 2017.	ed in the	Master Agreement for Municipal Engineering			
	CITY OF NEVADA, IOWA	×	HR GREEN, INC.			
Ву:	Brett Barker	Ву:	David Dougherty, P.E.			
Its	Mayor	Its	Vice President			
D-4-	Total Control of the		A			

# **Kerin Wright**

From:

Stevens, Larry < lstevens@hrgreen.com>

Sent:

Monday, August 19, 2019 6:00 PM

To:

Kerin Wright

Cc:

Matthew Mardesen; Shawn Cole

Subject:

Agreement - W Avenue Paving Construction Phase Services

Attachments:

Agt-081919-Nevada\_W\_Ave\_CPS.pdf

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

#### Kerin,

Attached is an agreement to provide construction phase services for the W Avenue Paving Project. This includes construction, which will be performed by Clapsaddle Garber, and submittals review and on-call services during the construction period.

Please put this on the next council agenda.

Thanks, Larry

# Larry J. Stevens, PE, PWLF

Municipal Services Manager – Governmental Services HR Green® | Building Communities. Improving Lives.



5525 Merle Hay Road | Suite 200 | Johnston, IA 50131-1448

Main 515.278.2913 | Fax 515.278.1846 | Direct 515.657.5273 | Cell 641.660.0369

HRGREEN.COM

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

1

Item#\_\_71)
Date: \_\_8126119

# HR GREEN, INC. AMENDMENT TO MASTER AGREEMENT FOR MUNICIPAL ENGINEERING SERVICES

	S AGREEMENT, made this 26th day of August, 20		5			
HR GREEN, INC. (hereafter "HRG"), for professional services concerning:  Nevada, IA – South D Avenue Paving Improvements, Construction Phase Services						
INCVA	ada, IA - South & Avenue Faving Improvements, C	onstruc	ation Phase Services			
HRG	Project Number <u>180461.01</u>					
The C Const	CITY agrees to employ HRG to perform the following struction Phase Services:  Staking (\$7,130)  Project submittal reviews (\$3,000)  On-Call Services, including plan interpretation visits, progress payment reviews, final close	ons, co	nstruction guidance, change orders, site			
In con	nsideration for these services, the CITY AGREES t	to pay F	IRG on the following basis:			
	Lump sum in the amount of					
	Per current Rate Schedule with a Not to exceed fee of \$15,130 for Construction Phase Services for the South D Avenue Paving Improvements					
	Other as stated here:					
	Schedule of Fees and Conditions are as approved ces dated July 24, 2017.	in the	Master Agreement for Municipal Engineering			
	CITY OF NEVADA, IOWA		HR GREEN, INC.			
Ву:	Brett Barker	Ву:	David Dougherty, P.E.			
Its	Mayor	Its	Vice President			
Date		Data	Air 14 19 12 519			

# Kerin Wright

From:

Stevens, Larry < lstevens@hrgreen.com>

Sent:

Monday, August 19, 2019 6:04 PM

To:

Kerin Wright

Cc:

Matthew Mardesen; Shawn Cole

Subject:

Agreement - South D Avenue Construction Phase Services

Attachments:

Agt-081919-NevadaSoDPaving CPS.pdf

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

#### Kerin,

Attached is an agreement to provide construction phase services for the South D Avenue Paving Project. This includes construction, which will be performed by Clapsaddle Garber, and submittals review and on-call services during the construction period.

Please put this on the next council agenda.

Thanks, Larry

### Larry J. Stevens, PE, PWLF

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

Item# 7E Date: 8 | 26 | 19

### 1. EXECUTIVE SUMMARY

#### 1.1. SCOPE AND BACKGROUND

This Facility Plan is required by the Iowa Department of Natural Resources (IDNR) as the official document to evaluate and recommend improvements to Nevada's wastewater treatment system infrastructure. The report projects the wastewater produced by the City's residential, commercial and industrial wastewater contributors and presents a wastewater treatment plan to meet the treatment needs and environmental protection for the 20 year planning period and beyond.

The City's Wastewater Treatment Facility (WWTF) has served the community for approximately 60 years. The WWTF has undergone many modifications over its lifetime in order to increase capacity to a continually growing population. Some of the facility's improvements include the addition of a peak flow clarifier in 1992, a mechanical screen and a vortex grit removal system that was installed in 1995, replacement of a primary clarifier in 2004, addition of a 960,000 gallon biosolids storage tank in 2004, and most recently a roughing filter upgrade in 2010. The roughing filter upgrade in 2010 was the basis for a capacity re-rating by the City of Nevada in 2013.

The 2013 facility plan and Antidegradation Analysis evaluated whether the City of Nevada would need further modifications in order to treat increased loadings from industry and population growth. The approved facility plan concluded no improvements were needed to the facility at that time with a re-rated capacity. The facility plan did conclude that disinfection would be required for the plant during the next permitting cycle; the solids treatment process was very close to capacity; and the facility would not meet future limits that will be implemented for Total Nitrogen and Total Phosphorous removal from lowa's Nutrient Reduction Strategy. The facility's re-rated capacity was projected for a design year of 2027 based on population growth.

Since the approval of the 2013 Facility Plan, Significant Industrial User (SIU) Burke Corporation has recently informed the City of planned process expansions. These process expansions will produce loadings to the wastewater treatment facility that will exceed the re-rated WWTF organic loading capacity. Burke's expansion is expected to be completed and fully operational in 2021. In order to help expedite the implementation of a new waste water treatment facility the City of Nevada has already purchased a new site approximately three miles south of the current facility. Review of the current facility has shown a new facility is necessary for the following reasons:

- Limited Space on Current Site. In order to accommodate the increased loadings from Burke major upgrades and additions will be needed at the existing facility. The current facility already has limited space available for expansion and new processes.
- The lowa Nutrient Strategy Applies. In addition to capacity increases for Burke's expansion, the existing facility will eventually need major and costly modifications in order to meet more stringent effluent requirements for Total Nitrogen and Phosphorus Removal. A new facility will address these requirements simultaneously while addressing other requirements.

- Encroachment on the Existing WWTF Site. The current facility already resides within 1000 feet of multiple inhabitable residences. A new facility will relieve pressure and scrutiny of the current facility's location.
- Disinfection Still Needed. The existing facility's new discharge permit requires addition of effluent disinfection process to meet new permit limits. A new facility will address this need simultaneously while addressing other requirements.

#### 1.2. EVALUATIONS

The Facility Plan was developed based on the requirements of the IDNR Design Standards. The existing loads and flows were reviewed and design flows and loads were established for the future residential projected population; non-Burke industrial loading limits; and the SIU Burke design loadings from their expansion.

A Waste Load Allocation (WLA) was developed for West Indian Creek as the proposed receiving stream adjacent to the new site. This new outfall will be downstream of the existing outfall that goes into an unnamed creek before discharging to West Indian Creek. The WLA limits along with the Iowa Nutrient Strategy goals were used to evaluate wastewater treatment technologies considered in this report.

Two interceptor sewer alternatives and two WWTF alternatives were evaluated in detail in this report. No evaluations of the existing collection system were included in this report. The City of Nevada is currently implementing improvements to the existing collection system to reduce I&I flows.

The interceptor sewer alternatives propose to either follow West Indian Creek with a gravity sewer before being pumped with a lift station to the headworks of the proposed WWTF or to use a force main to pump flow from the existing WWTF site to Country Road S14 and subsequently conveyed via a gravity interceptor sewer to the new site.

The main objective of the WWTF alternatives evaluation was to find an economical solution (capital and life-cycle costs) that best met the City's qualitative criteria of:

- Ease of operation
- Process reliability to handle flow/loading spikes
- Ability to perform nutrient removal, specifically Enhanced Biological Phosphorus Removal (EBPR)

The evaluations for preliminary, primary, secondary, solids treatment, solids processing, biosolids storage, and effluent disinfection treatment processes were focused during a conceptual design workshop with the City at the beginning of this planning effort. Since the Antidegradation Analysis found the less degrading alternative to the practical, reasonable, and economical, secondary treatment systems with nutrient removal capability were the only alternatives evaluated herein. Evaluated alternatives were Five-stage Bardenpho (P1) and Three-stage Oxidation Ditch (P2).

The same preliminary treatment and disinfection processes were used for both alternatives' (P1 and P2) overall cost development as these processes are not influenced by the secondary treatment system. Final design and equipment selections for preliminary treatment will be determined in final design. Several options were available for disinfection. Use of ultraviolet (UV) disinfection was ultimately chosen for both alternatives based on the City's preferences from the design workshop.

Primary treatment was eliminated from both alternatives due to the negative impact on secondary treatment to achieve EBPR. Neither alternative includes primary treatment.

Solids treatment is most influenced by the type(s) of sludge produced. Due to no primary treatment processes, only waste activated sludge (WAS) from the secondary treatment system was anticipated. This resulted in evaluation of aerobic digestion processes for solids treatment. Solids thickening processes were also evaluated in lieu of aerobic digestion and the City's continued preference for liquid biosolids disposal. Continued land application of biosolids was anticipated, influencing biosolids storage requirements for a minimum of 180 days of storage.

#### 1.3. RECOMMENDATIONS

The recommended interceptor sewer between the existing and new WWTF sites is Alternative S2 which locates the lift station at the existing WWTF site; force main along US Highway 30 to the intersection of County Road S14; and gravity interceptor sewer along County Road S14 to the new WWTF site.

The recommended WWTF alternative is Alternative P2. Alternative P2 is recommended for the WWTF design because of the best relative ability for:

- Ease of operation
- Process reliability to handle flow/loading spikes
- Ability to perform nutrient removal, specifically EBPR

The opinion of probable construction cost for the recommended WWTF and interceptor sewer is \$41,740,000.

# City Administrator's Report as of August 22, 2019

- **Department Head Meeting:** Department Head meeting was held on Monday, August 19<sup>th</sup> at City Hall. Enclosed is a copy of the staff agenda in the council packet.
- **South Glen Sub-Division Update:** On August 15<sup>th</sup>, Jim Frevert and Al Kockler hand delivered a signed Developers Agreement with Iowa Regional Utilities Association (formally known as CIRW). We did include Scott Williams with Fox Engineering on the phone to discuss the timeline for the annexation and formal acceptance of the agreement. Erin suggested re-visiting the original resolution and outlining the plan moving forward.
- ICS 100 & ICS 700 Training: On August 12<sup>th</sup>, I met with Keith Morgan with Story County Emergency Management to discuss the upcoming training for City Staff on September 12, 2019 at Gates Hall. Keith and I also discussed once we have staff trained about the possibility of getting an official response action plan prepared and participating in a county wide incident as a way to prepare for an emergency response. I do plan to take the ICS 300 and ICS 400 this Fall.
- Nevada Main Street Update: On August 14<sup>th</sup>, the Nevada Main Street committee met with Iowa Main Street staff for an orientation session and workshop prior to hosting a press conference at the Lincoln-Jefferson Highway Heritage Park. Now that Nevada is a Main Street Community, the real work begins. Plans are being made to discuss hiring an Executive Director and getting ready for that process. On August 21<sup>st</sup>, the committee met and decided not to move forward with contracting with the City for the Executive Director position.
- JCG Land Service Ribbon Cutting: On August 15<sup>th</sup>, I attended the JCG Land Service open house to celebrate the 25<sup>th</sup> Year of Service with a ribbon cutting ceremony. The event was very well attended and it was interesting to learn how the organization began and has done very well with multiple office locations in Iowa.
- Waste Water Treatment Facility Meeting: On August 20th, Mike Roth, Jim Rasmussen, Wayne Ruble, and Larry Stevens with HR Green met with Mike Neal and I to discuss the Facility Plan that we are preparing to submit to the Iowa DNR by September 3, 2019. The Facility Plan outlines the treatment process we are planning to incorporate for the treatment process. The Facility Plan is based on the current waste loads we have now and in preparation for the Burke expansion and future growth. This plan does allow for expansions by mods if needed in the future. At this time, we don't have any building designs or plans as that will begin after the Facility Plan is approved.
- **Nevada Fieldhouse RFP Update:** As of 8-22-19, I have met with or spoke with six potential firms with questions about the RFP and some additional background. There seems to be some interest so far about the project as we wait until the deadline of 9-16-19.
- **Nevada Rebranding Meeting:** On August 21<sup>st</sup>, I attended the community wide re-branding meeting and will be working with Joe Wakeman to begin the designing and color pallet selection process.

NEDC & Verbio Reception: On August 22<sup>nd</sup>, I attended the NEDC & Verbio Reception.

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

September 2<sup>nd</sup> – City Offices Closed for Labor Day

September 11th – ICAP BOD Nomination Interview

September 12th - ICS 100 and ICS 700 Training at Gates Hall

September 13th - Vacation

September 25th to 27th - Iowa League of Cities Annual Conference in Dubuque

# STAFF MEETING AGENDA

Monday, August 19, 2019 9:00 A.M.

City Hall - Council Chambers

- A. Welcome/Handouts:
- B. Council Meeting Agenda: All packet materials and agenda items are due by **noon on Wednesday**. If not received, the item will be postponed until the following meeting.
  - 1. Staff Reports Include meeting minutes and permits with packet and reports
    - a. 1st Meeting Shanna, Ric and Kerin
- b. 2nd Meeting Shawn, Mike and Tim

- 2. Memo vs. Action Form
  - a. Memo Updates, Old Business, Resolutions
- b. Action Form Discussion, New Business, and Purchases
- Council Meeting Attendance If you have an item on the agenda, you are expected to attend the Council meeting, unless pre-excused

# **Old Business**

A. One Organization – How have you helped another department this last week? How can you help in the next few? Noteworthy – Anyone gone above and beyond to create a team working environment, or included someone or another department on a project, that is worthy of receiving a thank you note:

- B. Newsletter articles for September are due August 15th
  - a. Park and Recreation Tim and Rhonda-
  - b. Library News-Shanna
  - c. Chamber and Community Events Donna
  - d. Coffee with the Council Dane
  - e. Fall Weed Control P&R

f.

- C. ICS 100 & 700 Classes Planning for September 12th, Gates Hall w/ lunch provided.
- D. Main Street lowa update NMS Director hiring plan being discussed and ready to present to the council.
- E. Rec Center RFP sent out last Tuesday; due 9-16-19; receiving some questions from potential clients.
- F. Strategic Planning Session discussion and thoughts; went well, focus may be narrow in the end.
- G. Alliant Energy Grant Cycle Due 9-1-19 if anyone is applying.
- H. South Glen Development signed developers' contract, will be moving toward annexation, more info to follow.

#### **New Business**

- A. Staff Uniform Discussion thoughts? Seems to be a disconnect with the online items, will discuss alternative options.
- B. Carsrud Letter will be collecting documentation for Erin to review.

# Updates

- A. Public Safety-Police LHD prep; St closure for Georges approved; at full staff now; Officer Brown almost done with FTO
  a. Fire switching vehicle for FD Chief now in red truck; Black truck to CSO; Verbio climb on 9/11; FD Hog Roast on Sat
- B. Library finished up summer programs; held interviews; Cindy is retiring; 9/4-7/19 will be attending conference
- C. Park and Rec/Wellness pool is closed; summer programs done:
- D. Public Works WW Op will be in training next week 8/27&28. Installed new pump at plant due to failure.
- E. Streets Department painting, put up new signs; trimming trees; training on new patcher this week.
- F. Water Plant Water Op will be in training next week 8/27&28; got 2 bids for cleaning clear well tank.
- G. P&Z/Projects Update working on trail project repairs; meeting next week with Hydro-Clean for televising services.
- H. City Clerk auditors will be in the office next week

Adjourn: Next Meeting: Monday, September 2, 2019 at 9:00 am



August - 2019

To: Mayor, Brett Barker Nevada City Council City Administrator, Matt Mardesen

From: Tim Hansen, Director of Parks and Recreation

### Re: General Information Report

- Fieldhouse RFP for Architectural Services sent out on Tuesday, August 13th.
- Elliot Frideres has committed to redoing the planting/flower beds at Hattery Park, Kiwanis Park,
   and Harrington Park for his Eagle Scout project. His plan is to do the work this fall.
- Sarah Miller will be planting a couple of trees in the northeast section of Kiwanis Park as part of a Service Learning project that she is involved with this fall.
- Arrangements have been made with ACCO for some additional leak testing at the aquatic center the week after the pool closes.
- Staff will begin spraying for weed control in city parks, cemetery, and various city properties around town. This will be done in September and October.
- Moving tables for Lincoln Highway Days and associated events.
- Tennis court repairs at SCORE are complete and the Pickle Ball Lines painted on the courts. New nets have also been put up.
- Mardean Park playground project is complete.
- Preparing for fall programs and planning for winter programs.
- Koester Construction still has a number of items to complete on the punch list for the high school baseball field project. Dave Kroese, School Building & Grounds, is working through these items. The seeding contractor should be in this fall to do the seeding on the city's portion of the water sewer line work; however, there is still some additional grading work needed before seeding. Shawn Cole has been in contact with Cooper Excavating and the seeding contractor about this work.
- Harrison Concrete is getting close to being done with the trail repairs. He is down to about 4-5 smaller spots at SCORE, and then will be done.
- Staff will be attending Incident Command training on September 12<sup>th</sup>.
- Code review for Parks & Recreation/Cemetery/Gates Hall.
- Staff evaluations.
- Staff, City Council, and Safety meetings.

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



Chris Brandes Police Sergeant

# NEVADA PUBLIC SAFETY DEPARTMENT

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

Ricardo Martinez II Public Safety Director Chief of Police



Cathy Jager Chief's Assistant

Date:

Monday, August 19th, 2019

Jason Sampson, At-Large City Council 715 18<sup>th</sup> Street Nevada, IA 50201

C: 515-209-9498 C: 515-337-2645

E: jsampson@cityofnevadaiowa.org

Steve Skaggs 1117 H Avenue Nevada IA 50201 C: 402-414-1608

E: SkaggsS@almaco.com

Ref: 2019 Lincoln Highway Days Celebration and Parade

Dear Committee Members:

Lincoln Highway Days Festival is to take place on Saturday, August 24th, 2019. The celebration is to take place at the Story County Fairgrounds. This year there will be a rodeo, beer garden, parade, as well as the vendors and other assorted forms of entertainment in the area. In recognition of all the activities taking place, the Lincoln Highway Days Committee is requesting road closures around the Story County Fairgrounds for the Lincoln Highway Days Festival. These are as follows:

- Road Closure at H Avenue and 2<sup>nd</sup> Street for southbound traffic
- Road Closure at H Avenue and 2<sup>nd</sup> Street west to 1<sup>st</sup> Street
- Road Closure at H Avenue and 1<sup>st</sup> Street north to I Avenue
- Road Closure at G Avenue and 3<sup>rd</sup> Street west to 2<sup>nd</sup> Street

Providing all this is done, Street closure is Approved.

However, the Nevada Public Safety Department will require the following:

- Post No Parking Signs on the south side of the blocks between 1<sup>st</sup> St and 5<sup>th</sup> St on J Avenue
- Post No Parking Signs on the south side of the blocks between 1<sup>st</sup> St and 4<sup>th</sup> St on K Avenue

# YOU MUST ALLOW ACCESS FOR EMERGENCY VEHICLE TRAFFIC IF NECESSARY.

The parade Saturday morning will take place starting at 10:00am. Your letter states the parade route will be the same as last year, which is as follows:

- Street Closure at 9:45am; parade starts at 10:00am until its natural conclusion
- Close Lincoln Highway between W 1<sup>st</sup> Street to 15<sup>th</sup> Street
- Close 1<sup>st</sup> Street between Lincoln Highway and I Avenue
- · After the parade heavy equipment will continue west on Lincoln Highway
- All other participants turn south on 1<sup>st</sup> St
- All other parade entries will disband at I Avenue

# Parade route is Approved

The Day Shift Officer will set up barricades for eastbound traffic at Sampson Drive on I Avenue at or around 10:00am. An officer will be assigned to W 1<sup>st</sup> Street and Lincoln Highway for traffic control; barricades will be needed at this location. The officer assigned to this location will put them up when closing eastbound traffic for the parade. This will be about 9:45am.

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

I strongly suggest you contact businesses and residents affected by this closure. This is particularly significant given there is a scheduled event taking place at the Community Building during this same time period. Parking and parking access will be a priority for everything taking place in such close proximity of each other.

Personal contact is always best, but if not possible, a note with details and contact information should be provided. The Nevada Public Safety Department has "No Parking" signs which will be provided to you at no cost. If you require signs you may pick them up at the police station. Call ahead so they are ready. You will need to secure them on something to post along the street.

Should you need any additional barricades, cones, or equipment to facilitate your event contact Nevada Street Superintendent Jeremy Rydl. Mr. Rydl can be reached weekdays between 8:00 a.m. and 3:00 p.m. by calling his office at 515-382-2621. It is your responsibility to make these arrangements. Be aware there are rental and deposit fees associated with the use of City of Nevada barricades and equipment.

Should you have any questions please let me know. Thanks again,

Respectfully,

Ricardo Martinez II Public Safety Director Chief of Police

Cc:

Matt Mardesen, City of Nevada Administrator Mike Neal, Nevada Public Works Director Jeremy Rydl, Nevada Streets Department Superintendent Command Staff NPSD Mayor, City Council