



AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, AUGUST 9, 2021 – 6:00 P.M.
NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6TH STREET

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

<https://us02web.zoom.us/j/87961733099?pwd=UERoTDIiUXZHczZlQl9ML0ZOeEIOdz09>

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

Webinar ID: 879 6173 3099 Password: 287321

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

Please call City Hall at 515-382-5466 or email kwright@cityofnevadaiaowa.org by 4:00 p.m. Monday, August 9, 2021

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. PUBLIC HEARING(S)
 - A. Jordan Well No. 4, Plugging and Demolition Project
 1. Public Hearing, on proposed plans, specifications, form of contract and estimate of cost for the proposed Jordan Well No. 4 Plugging and Demolition Project
 2. Resolution No. 005 (2021/2022): A Resolution finally approving and confirming plans, specifications, form of contract and estimate of cost for the Jordan Well No. 4 Plugging and Demolition Project
 3. Consideration of bids for the Jordan Well No. 4 Plugging and Demolition Project
 4. Resolution No. 006 (2021/2022): A Resolution awarding contract for the Jordan Well No. 4 Plugging and Demolition Project

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

- A. Approve Minutes of the Regular Meeting held on July 26, 2021
- B. Approve Minutes of the Special Meeting held on August 5, 2021
- C. Approve Payment of Cash Disbursements, including Check Numbers 76189-76264 and Electronic Numbers 978-983 (Inclusive) Totaling \$561,522.45 (See attached list)
- D. Approve recommendation of Probationary Firefighter/EMT status for Stephanie Norris, Caleb Weddle and Levi Murphy

6. MAYOR'S APPOINTMENT

- A. Approve Mayor Barker's appointment of Ryan Hutton as Building and Zoning Official

7. PUBLIC FORUM: Time set aside for comments from the public on topics of City business other than those listed on the agenda – no action may be taken. (Please keep your comments to five minutes or less.) This is an opportunity for members of the audience to bring to the Council's attention any item not listed on the agenda. Comments are limited to five (5) minutes per citizen, and the City will notify citizens when their time has expired. Speakers may not yield their times to others, and as a general rule this is not a time for exchange of questions. The Mayor has the authority to reduce the time allowed for comment in accordance with the number of persons present and signed up to speak.

- A. Swear in Probationary Firefighters Stephanie Norris, Caleb Weddle and Levi Murphy

8. OLD BUSINESS

- A. Approve Pay Request No. 2 for the WWTF Improvements, Phase 2 from Williams Brothers Construction Inc., in the amount of \$630,285.42

9. NEW BUSINESS

- A. Resolution No. 007 (2021/2022): A Resolution to approve the Community Catalyst Building Remediation Grant Agreement with IEDA, Tipton Building
- B. Approval of Neighborhood Improvement Incentive Program Grant Application for 153 West E Avenue for demolition of the house and garage up to \$3,700

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

11. ADJOURN

The agenda was posted on the official bulletin board on August 5, 2021, in compliance with the requirements of the open meetings law.

Posted _____

E-Mailed _____

W:\OFFICE\COUNCIL\AGENDAS-COUNCIL\2021-2022\2021-08-09.DOC



AGENDA MEMO
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, AUGUST 9, 2021 – 6:00 P.M.
NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6TH STREET

4. PUBLIC HEARING

A. Jordan Well No. 4, Plugging and Demolition Project

1. Public Hearing, on proposed plans, specifications, form of contract and estimate of cost for the proposed Jordan Well No. 4 Plugging and Demolition Project
2. Resolution No. 005 (2021/2022): A Resolution finally approving and confirming plans, specifications, form of contract and estimate of cost for the Jordan Well No. 4 Plugging and Demolition Project
3. Consideration of bids for the Jordan Well No. 4 Plugging and Demolition Project
4. Resolution No. 006 (2021/2022): A Resolution awarding contract for the Jordan Well No. 4 Plugging and Demolition Project

Enclosed you shall find the resolution to approve the plans and specifications and the bids received for the project. Also enclosed is the memo from Josh Scanlon with his recommendations. Then finally there is a resolution to award the contract if you choose to do this at this time. Staff recommends approval of the plans and specifications and awarding the contract to the low bid from The Northway Company.

8. OLD BUSINESS

- A. Approve Pay Request No. 2 for the WWTF Improvements, Phase 2 from Williams Brothers Construction Inc., in the amount of \$630,285.42. **Enclosed you shall find pay request and HRG recommendation. Staff recommends approval.**

9. NEW BUSINESS

- A. Resolution No. 007 (2021/2022): A Resolution to approve the Community Catalyst Building Remediation Grant Agreement with IEDA, Tipton Building. **Enclosed you shall find the resolution and the Catalyst Grant Agreement for the Tipton Building (1104 6th Street). The development agreement with the building owner will be provided at a later date.**
- B. Approval of Neighborhood Improvement Incentive Program Grant Application up to \$3,700 for removal of 153 W. E Avenue. **Enclosed you shall find a memo, the application, bid estimates and photos for the demolition. Staff recommends approval with payment after the project is complete and invoices verified.**

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

420131-104 (L)

Nevada, Iowa

August 9, 2021

The City Council of the City of Nevada, Iowa, met on August 9, 2021 at 6:00 p.m., at the City Hall, Nevada, Iowa, pursuant to published notice.

The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: _____

Absent: _____.

The Mayor announced that this was the time and place set for hearing on the plans and specifications, form of contract and estimate of cost for the proposed Jordan Well No. 4 Plugging and Demolition Project.

Upon investigation, it was found that _____ persons had appeared and filed objections to the proposed plans, specifications, form of contract and estimate of cost for the Jordan Well No. 4 Plugging and Demolition Project as follows:

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

The City Council heard said objectors and evidence for or against the proposed Jordan Well No. 4 Plugging and Demolition Project; whereupon, the Mayor declared the hearing closed.

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

Ayes: _____

Nays: _____.

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

RESOLUTION NO. 005 (2021/2022)

Resolution finally approving and confirming plans, specifications, form of contract and estimate of cost for the Jordan Well No. 4 Plugging and Demolition Project

WHEREAS, the City Council of the City of Nevada, Iowa, has heretofore given preliminary approval to the plans, specifications, form of contract and estimate of cost (the "Contract Documents") for the proposed Jordan Well No. 4 Plugging and Demolition Project (the "Project"), as described in the notice of hearing on the Contract Documents for the Project; and

WHEREAS, a hearing has been held on the Contract Documents on August 9, 2021;

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

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

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

Passed and approved August 9, 2021.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

The Mayor announced that bids for the construction of the Jordan Well No. 4 Plugging and Demolition Project had been received before 2:00 p.m., on July 29, 2021, in the office of the City Clerk, Nevada, Iowa, and that on the same day, at the same time, at the same place, such bids had been opened and read, and that this was the time and place set for the consideration of such bids.

Thereupon, the results of the bidding were reported, and HR Green, Inc. (the "Project Engineers") made their recommendations thereon to the City Council. The bids received for the construction of the Jordan Well No. 4 Plugging and Demolition Project are as follows:

<u>Name and Address of Bidder</u>	<u>Amount of Bid</u>
The Northway Corporation	\$190,543.00
Marion IA 52302	Corrected: \$187,748.50
Gingerich Well & Pump Service, LLC	\$241,800.00
Kalona IA 52247	

HR Green, Inc.
Project No. 191227

Jordan Well No. 4 Plugging and Demolition
Nevada, Iowa

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

PROPOSAL: PART A – SCOPE

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

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

PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA

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

ADDENDUM NUMBER _____ 0 _____ ADDENDUM NUMBER _____

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

PROPOSAL: PART C – BID ITEMS, QUANTITIES AND PRICES

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

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

PROPOSAL: PART D – GENERAL

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

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

The Bidder hereby agrees to:

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

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

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

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

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

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

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

HR Green, Inc.
Project No. 191227

Jordan Well No. 4 Plugging and Demolition
Nevada, Iowa

PROPOSAL: PART G – IDENTITY OF BIDDER

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

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

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

The Northway Corporation
Bidder

Brent Northway
Signature

By Brent Northway
Name (Print/Type)

Vice President
Title

4895 8th Avenue
Street Address

Marion, Iowa 52302
City, State, Zip Code

319-377-6339
Telephone Number

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

Subscribed and sworn to before me this 29 day of July, 20 21.

Alexandra Kinnear
Notary Public in and for

State of Iowa
County of Linn

My commission expires 10-17-2021



HR Green, Inc.
Project No. 191227

Jordan Well No. 4 Plugging and Demolition
Nevada, Iowa

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

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

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

ITEM NO.		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	TOP SOIL, OFFSITE	CY	16	\$ 80.50	\$ 1288.00
2	EXCAVATION AND FILL MATERIAL, CLASS 10	CY	50	57.50	2875.00
3	COMPACTION TESTING	LS	1	460.00	460.00
4	GRANULAR SURFACING FOR DRIVEWAYS	TON	40	46.00	1840.00
5	SEEDING, FERTILIZING, AND MULCHING, TYPE 1 PERMANENT MIX	ACRE	0.1	1610.00	1610.00
6	SEEDING, FERTILIZING, AND MULCHING, TYPE 4 EROSION CONTROL MIX	ACRE	0.1	1495.00	1495.00
7	FILTER SOCK, INSTALLATION, MAINTENANCE, AND REMOVAL	LF	100	12.00	1200.00
8	DEMOLITION WORK, WELL HOUSE BUILDING	LS	1	4025.00	4025.00
9	WELL PLUGGING MATERIAL - FILL	TON	10	625.00	6250.00
10	WELL PLUGGING MATERIAL - GROUT	CY	125	832.00	104000.00
11	WELL CAP	LS	1	1500.00	1500.00
12	MOBILIZATION	LS	1	64000.00	64000.00
TOTAL ITEM 1 - 12					\$190543.00

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

HR Green, Inc.
Project No. 191227

Jordan Well No. 4 Plugging and Demolition
Nevada, Iowa

The Northway Corporation
Bidder

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

PROPOSAL: PART A – SCOPE

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

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

PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA

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

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3. Make such alterations in the documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

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

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

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

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

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

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

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

HR Green, Inc.
Project No. 191227

Jordan Well No. 4 Plugging and Demolition
Nevada, Iowa

PROPOSAL: PART G – IDENTITY OF BIDDER

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

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

The Bidder shall enter its Public Registration
Number CO97862 - _____ issued
By the Iowa Commissioner of Labor Pursuant
Section 91C.5 of the Iowa Code.

Gingerich Well & Pump Service, LLC

Bidder

Signature

By Klint Gingerich

Name (Print/Type)

President

Title

1331 Hwy 1

Street Address

Kalona, IA 52247

City, State, Zip Code

319-656-2664

Telephone Number

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

Subscribed and sworn to before me this 27 day of July, 20 21.

Dina Gelement

Notary Public in and for

State of Iowa
County of Washington

My commission expires 6/4/22



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

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

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

ITEM NO.		UNIT	QUANTITY	UNIT PRICE	TOTAL
1.	TOP SOIL, OFFSITE	CY	16	\$ 100.00	\$ 1600.00
2.	EXCAVATION AND FILL MATERIAL, CLASS 10	CY	50	110.00	5500.00
3.	COMPACTION TESTING	LS	1	2400.00	2400.00
4.	GRANULAR SURFACING FOR DRIVEWAYS	TON	40	145.00	5800.00
5.	SEEDING, FERTILIZING, AND MULCHING, TYPE 1 PERMANENT MIX	ACRE	0.1	30000.00	3000.00
6.	SEEDING, FERTILIZING, AND MULCHING, TYPE 4 EROSION CONTROL MIX	ACRE	0.1	30000.00	3000.00
7.	FILTER SOCK, INSTALLATION, MAINTENANCE, AND REMOVAL	LF	100	25.00	2500.00
8.	DEMOLITION WORK, WELL HOUSE BUILDING	LS	1	14500.00	14500.00
9.	WELL PLUGGING MATERIAL - FILL	TON	10	300.00	3000.00
10.	WELL PLUGGING MATERIAL - GROUT	CY	125	1400.00	175000.00
11.	WELL CAP	LS	1	3500.00	3500.00
12.	MOBILIZATION	LS	1	22000.00	22000.00
TOTAL ITEM 1 - 12					\$ 241,800.00

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

HR Green, Inc.
Project No. 191227

Jordan Well No. 4 Plugging and Demolition
Nevada, Iowa

Gingerich Well & Pump Service, LLC
Bidder

It was moved by Council Member _____ and seconded by Council Member _____ that this meeting be adjourned to _____, 2021, at _____ o'clock ____ .m., at the _____, Nevada, Iowa, at which time and place the City Council will meet to further consider such proposals.

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

Ayes: _____

Nays: _____

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

Mayor

Attest:

City Clerk



5023 Merle Hay Road, Suite 200 | Johnston, IA 50131
Main 515 278,291 Fax 515 278,3006

August 4, 2021

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

Re: Jordan Well No. 4 Plugging and Demolition: Recommendation of Award
HR Green Project No. 191227

Dear Jordan,

As you're aware, bids were received on July 29, 2021 for the above-referenced project. Enclosed is a copy of the tabulation of the two bids received, which are also summarized below. All bids have been reviewed for completeness and accuracy. As part of this review, an adjustment was made to the apparent low from Northway that reduces the total bid amount to \$187,748.50. The two bids received are summarized below:

Bidder		Bid Total
The Northway Corporation	Marion, IA	\$187,748.50
Gingerich Well & Pump Service, LLC	Kalona, IA	\$241,800.00

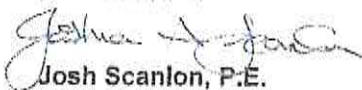
The Northway Corporation is the apparent low bidder and has confirmed they will complete the work for the revised bid price. This low bid is approximately 21%, or slightly less than \$32,750 over the Engineer's estimate of \$155,000. The second bidder was approximately 56% above the Engineer's estimate. The low number of bids reflects the specialized nature of this type of work.

HR Green has successfully worked with both of the contractors that submitted bids on the project. Northway has a long-standing working relationship with the City after drilling at least the last two alluvial wells, and providing on-going maintenance and service to the City's wells. Due to their past satisfactory work on other similar projects, as well as providing on-going services for the City, we recommend the City of Nevada award the project to The Northway Corporation.

Enclosed are three (3) copies of a Notice of Award along with copies of the original bids received. After the City's execution, the Notice of Award should be forwarded to Northway for their acknowledgment. HR Green will then work with Northway to obtain appropriate insurance and bond certificates prior to execution of the Agreement.

Sincerely,

HR GREEN, INC.


Josh Scanlon, P.E.
Project Manager

Enclosures

J:\2019\191227\Design\Bid\Award\lfr-080421-Recommendation_of_Award.docx

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

Bid Date: July 29, 2021 - 2:00 PM
HR Green Project No. 191227



BID TABULATION
JORDAN WELL NO. 4 PLUGGING AND DEMOLITION
CITY OF NEVADA, IA



			Engineer's Opinion of Probable Cost		The Northway Corporation		Gingerich Well & Pump Service, LLC	
Unit	Qty	Unit Price	Total	Bid Bond	Bidder Status	Unit Price	Bid Bond	Bidder Status
1	TOP SOIL, OFFSITE							
2	EXCAVATION AND FILL MATERIAL, CLASS 10							
3	COMPACTION TESTING							
4	GRANULAR SURFACING FOR DRIVEWAYS							
5	SEEDING, FERTILIZING, AND MULCHING, TYPE 1 PERMANENT MIX							
6	SEEDING, FERTILIZING, AND MULCHING, TYPE 4 EROSION CONTROL MIX							
7	FILTER SOCK, INSTALLATION, MAINTENANCE, AND REMOVAL							
8	DEMOLITION WORK, WELL HOUSE BUILDING							
9	WELL PLUGGING MATERIAL - FILL							
10	WELL PLUGGING MATERIAL - GROUT							
11	WELL CAP							
12	MOBILIZATION							
Total			\$ 155,000.00	\$ 64,000.00	\$ 187,748.50	\$ 22,000.00	\$ 241,800.00	

Adjusted Unit Subtotal based on Bid Unit Price and Estimated Project Quantity

HR Green, Inc.
Project No. 191227

Jordan Well No. 4 Plugging and Demolition
Nevada, Iowa

NOTICE OF AWARD

TO: The Northway Corporation
4895 8th Avenue
Marion, IA 52302

The extent of Work on this project is the furnishing of all labor, equipment, and materials for the construction of Jordan Well No. 4 Plugging and Demolition for the City of Nevada (Owner), generally described as follows:

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

The Owner has considered the Bid submitted by you for the above-described Work. You are hereby notified that your Bid has been accepted for items in the amount of One Hundred Eighty Seven Thousand Seven Hundred Forty Eight and (50/100) dollars, (\$187,748.50).

You are required by the Proposal to execute the Contract and furnish the required Contractor's Performance, Payment, and Maintenance Bond; and Certificates of Insurance. Provide these documents promptly. If you fail to execute said Contract and to furnish said Bonds Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Owner.

Dated this _____ day of _____, 2021

City of Nevada

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

The Northway Corporation, this the _____ day of _____, 2021

By _____
Brent Northway, Vice President

END OF NOTICE

NOTICE OF AWARD

MINUTES OF MEETING TO AWARD
CONTRACT

420131-104

Nevada, Iowa

_____, 2021

The City Council of the City of Nevada, Iowa, met on _____, 2021, at _____ o'clock __.m., at the _____, in the City, pursuant to adjournment and the rules of this Council.

The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: _____

Absent: _____.

The City Council further considered proposals received for the proposed Jordan Well No. 4 Plugging and Demolition Project and embodied its findings in the resolution next hereinafter referred to.

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

Ayes: _____

Nays: _____.

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

RESOLUTION NO. 006 (2021/2022)

Resolution awarding contract for the Jordan Well No. 4 Plugging and Demolition Project

WHEREAS, pursuant to notice duly posted in the manner and form prescribed by resolution of the City Council of the City of Nevada, Iowa, and as required by law, bids and proposals were received by this Council for the Jordan Well No. 4 Plugging and Demolition Project (the "Project"); and

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

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

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

<u>Name and Address of Contractor</u>	<u>Amount of Bid</u>
<u>The Northway Corporation</u>	<u>\$190,453.00</u>
<u>4895 8th Avenue</u>	Corrected: \$187,748.50
<u>Marion IA 52302</u>	
<u> </u>	

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

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

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

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

Passed and approved _____, 2021.

Mayor

Attest:

City Clerk

• • • •

On motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE:

STATE OF IOWA
COUNTY OF STORY
CITY OF NEVADA

SS:

I, the undersigned, City Clerk of the City of Nevada, Iowa, hereby certify that the attached is a true, correct and complete transcript of the proceedings had and action taken by the City Council up to the present time in connection with the Jordan Well No. 4 Plugging and Demolition Project, including a true, correct and complete copy of the resolutions referred to in such minutes.

WITNESS MY HAND this ____ day of _____, 2021.

City Clerk

July 30, 2021

VIA EMAIL

Kerin Wright
City Clerk/City Hall
Nevada, Iowa

Re: Jordan Well No. 4 Plugging and Demolition Project
Our File No. 420131-104

Dear Kerin:

We have prepared and attach the proceedings related to the hearing on the plans and specifications, receipt of construction bids and the award and approval of a contract for the Jordan Well No. 4 Plugging and Demolition Project.

The materials attached include the following items:

1. Minutes of the August 9, 2021, City Council meeting covering the hearing on the plans and specifications. If there are no objections filed and if there are no objectors present at the meeting, please insert the word "no" in the blank space provided. If there are objectors, they should be listed with their names and the nature of their objections.
2. Resolution finally approving and confirming plans, specifications and form of contract.
3. Further minutes of the August 9, 2021, City Council meeting to show the filing of the report with respect to the construction bids received for the Project. In the event the City Council desires to consider the proposals for a longer period of time, the minutes include a motion to adjourn the meeting to a later time. If the Council desires to award the contract immediately, this adjournment may be stricken from the minutes by drawing a line through it and the following two paragraphs which convene the subsequent meeting.
4. Resolution awarding the contract, fixing the amount of the performance and/or payment bonds and authorizing the execution of the contract, subject to the receipt of the performance and payment bonds and a written determination by the Project Engineers that such bonds and the other contract documents are satisfactory.
5. Attestation Certificate with respect to the validity of the entire transcript.

Page 2

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

If you have any questions, please contact John Danos or me.

Kind regards,

Emily Hammond

Attachments

cc: Jordan Cook
Larry Stevens

NEVADA CITY COUNCIL - MONDAY, JULY 26, 2021 6:00 P.M.

1. CALL TO ORDER

The City Council of the City of Nevada, Iowa, met for a meeting in the Council Chambers of Nevada City Hall located at 1209 6th Street, Nevada, Iowa. Mayor Brett Barker, convened the meeting at 6:00 p.m. on Monday, July 26, 2021, pursuant to the rules of the Council. The agenda was posted on the official bulletin board in compliance with the open meeting law.

2. ROLL CALL

The roll was called indicating the following named Council Members present and absent.
Present: Jason Sampson, Dane Nealson, Sandy Ehrig, Luke Spence, Barb Mittman.
Absent: Brian Hanson.

Staff Present: Erin Clanton (by zoom), Jordan Cook, Kerin Wright, Larry Stevens, Ric Martinez, Jeremy Rydl, Tim Hansen and Madison Dicks.

Also in attendance were: Henry Corbin, Karen Thiel and Madison Dick's Family.

3. APPROVAL OF AGENDA

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

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

Motion by Dane Nealson, seconded by Sandy Ehrig, to approve the following consent agenda items:

- A. Approve Minutes of the Regular Meeting held on July 12, 2021
- B. Approve Payment of Cash Disbursements, including Check Numbers 76100-76188 and Electronic Numbers 967-976 (Inclusive) Totaling \$4,910,247.67 (See attached list)
- C. Approve Financial Reports for Month of June, 2021
- D. Resolution No. 002 (2021/2022): A Resolution approving Year End Transfers for Fiscal Year 2020/2021
- E. Resolution No. 003 (2021/2022): A Resolution and Order for Regarding Dangerous Building

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

5. PUBLIC FORUM

- A. Mayor Barker swore in Police Officer Madison Dicks.

6. OLD BUSINESS

- A. Approve Phase 2021, Work Order No. 3, for HR Green Scope of Services for GIS Services and training in an amount not to exceed \$9,400

Motion by Jason Sampson, seconded by Dane Nealson, to **approve Phase 2021, Work Order No. 3 for HR Green Scope of Services for GIS Services and training in an amount not to exceed \$9,400.** After due consideration and discussion the roll was called. Aye: Sampson, Nealson, Spence, Ehrig, Mittman. Nay: None. The Mayor declared the motion carried.

7. NEW BUSINESS

- A. Discussion and Appropriate Follow-up for proposed parking on J and K Avenue between 1st and 2nd Streets

Discussion was held by the Council with consensus to direct staff to draft an Ordinance adjusting the No Parking on J and K Avenue between 1st and 2nd Streets to approximately 155 feet from the corner.

- B. Approve Purchase of a New Phone System for all departments

Motion by Jason Sampson, seconded by Luke Spence, to **approve the latest proposal from American Business Phones for service for all departments within the city at a cost of \$40,322.37 plus a monthly fee of up to \$161.28/monthly.** After due consideration and discussion the roll was called. Aye: Sampson, Spence, Ehrig, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

- C. Resolution No. 004 (2021/2022): A Resolution amending and approving the Fee Appendix to the City Code

Motion by Dane Nealson, seconded by Luke Spence, to **adopt Resolution No. 004 (2021/2022).** After due consideration and discussion the roll was called. Aye: Nealson, Spence, Ehrig, Mittman, Sampson. Nay: None. The Mayor declared the motion carried.

8. REPORTS:

City Administrator Cook updated the process going forward with the resignation of John Hall as NEDC Director.

Mayor Barker reported on the Verbio open house. Debbie Durham from Iowa Economic Development Authority will be making a visit to Main Street Nevada. He updated the council on the Fieldhouse fundraising and upcoming meetings for Vision 2040. Lincoln Highway Days registration is now open on their website.

Public Works Director Rydl advised staff has been painting and stripping. The next couple weeks there will be interviews for the open positions in the water and wastewater.

Park and Rec Director Hansen reported on the national softball tournament that was held at SCORE last weekend. He updated council on the Eagle Scout Projects, clean up at Billy Sunday Field and the Hattery Shelter project.

Public Safety Director Martinez noted they will be starting the hiring process again with Sergeant Brandes taking the lead.

City Engineer Stevens updated council on the downtown project.

9. ADJOURNMENT

There being no further business to come before the meeting, motion by Dane Nealson, seconded by Jason Sampson, to **adjourn the meeting**. Following voice vote, the Mayor declared the motion carried at 6:48 p.m. the meeting adjourned.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Published: _____
Council Approved: _____

NEVADA CITY COUNCIL - MONDAY, AUGUST 5, 2021 7:30 A.M.

1. CALL TO ORDER

The City Council of the City of Nevada, Iowa, met for a meeting in the Council Chambers of Nevada City Hall located at 1209 6th Street, Nevada, Iowa. Mayor Brett Barker, convened the meeting at 7:30 a.m. on Monday, August 5, 2021, pursuant to the rules of the Council. The agenda was posted on the official bulletin board in compliance with the open meeting law.

2. ROLL CALL

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

Staff Present: Jordan Cook and Kerin Wright,

3. APPROVAL OF AGENDA

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

4. Approve 5-Day Class C Liquor License Permit, for Your Private Bartender, LLC d/b/a Your Private Bar, Effective Date August 6, 2021

Motion by Brian Hanson, seconded by Dane Nealson, to approve the 5-Day Class C Liquor License Permit for Your Private Bartender, LLC, Effective August 6, 2021. After due consideration and discussion the roll was called. Aye: Hanson, Nealson, Sampson, Spence, Ehrig, Mittman. Nay: None. The Mayor declared the motion carried.

5. ADJOURNMENT

There being no further business to come before the meeting, motion by Dane Nealson, seconded by Barb Mittman, to adjourn the meeting. Following voice vote, the Mayor declared the motion carried at 7:37 a.m. the meeting adjourned.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Published: _____

Council Approved: _____

CITY OF NEVADA
CLAIMS REPORT FOR AUGUST 9, 2021 MEETING
7/27/21 THRU 8/9/21

Item # 5C
Date: 8/9/21

VENDOR	REFERENCE	AMOUNT	CHECK #
WAGEWORKS	FSA 2020 PMTS	882.96	982
ALLIANT	ALL-UTILITIES	9,887.98	76189
NEVADA POSTMASTER	UTILITY POSTAGE	844.10	76190
WINDSTREAM	LIB/WTR/WWT-SVCS	319.75	76191
MURPHY, ED	REC-UMPIRE	3,980.00	76192
LEWIS, TONI	REC-UMPIRE	500.00	76193
DALTON, TOM	REC-TOURNEY WKR	165.00	76194
MAIER, NATE	REC-TOURNEY WKR	270.00	76195
LYCKE, BETH	REC-TOURNEY WKR	135.00	76196
DALTON, BARB	REC-TOURNEY WKR	165.00	76197
CARSrud, TORI	REC-TOURNEY WKR	150.00	76198
KHOUNSOURATH, MELANIE	REC-TOURNEY WRK	30.00	76199
KHOUNSOURATH, KATELYN	REC-TOURNEY WRK	60.00	76200
AMERICAN BUSINESS PHONES	CH-PHONES #1	16,128.95	76201
IPERS	IPERS	47,625.93	978
TREASURER STATE OF IA	STATE TAX	12,766.00	979
EFTPS	FED/FICA TAX	31,268.89	980
AMER'N FAMILY	AFLAC	1,408.91	76211
ICMA	DEFERRED COMP	575.00	76212
COLLECTION SERVICES CENTER	CHILD SUPPORT	832.24	76213
WELLMARK	HEALTH 8/2021	21,979.71	76214
DELTA DENTAL OF IA	DENTAL 8/2021	2,763.48	76215
FIDELITY SECURITY LIFE	VISION 8/2021	713.06	76216
TREASURER STATE OF IA	SALES TAX 7/15-31/2021	3,098.11	981
WAGEWORKS	FSA 2020 PMTS	62.55	983
ELECTRONIC ENG	PD-#91 RPR	323.95	76217
FAREWAY	4PLX/REC-SUPPLIES	42.25	76218
HAWKINS INC	WTR-AZONE 15	2,659.41	76219
ALLIANT	ALL-UTILITIES	34,369.34	76220
VAN WALL	WWT/PKM/CEM-SUPPLIES	755.02	76221
SCHENDEL PEST CONTROL	POOL/4PLX-PEST CONTROL	68.00	76222
ARNOLDS	P&Z-BRAKE RPR	151.93	76223
LOWE'S	REC-SUPPLIES	71.62	76224
HANSEN, TIM	PKM-REIMB	37.19	76225
STORY CO MEDICAL CENTER	PD-EMPL PHYS DICKS	308.00	76226
BORDER STATES INDUST	WWT-SUPPLIES	102.30	76227
IA PARK & RECREATION ASSOC	PKA-HANSEN MEMBERSHIP	170.00	76228
ROBB MORGAN	CEM-TREE REMOVAL	1,600.00	76229
NATL REC & PARK ASSOC	PKA-HANSEN MEMBERSHIP	65.00	76230
COUNTRY LANDSCAPES	PKM-MULCH	190.00	76231
DIAMOND VOGEL	PKM-PAINTING SUPPLIES	22.59	76232
STOREY KENWORTHY	WTR/WWT-UTILTIY BILLS/ENVELOPES	3,206.74	76233
ACCO	POOL-CHLORINE	1,053.50	76234
SHUCK-BRITSON	STS-BRIDGE INSPECTION	1,941.00	76235

WESTRUM LEAK DETECTION	WTR-LEAK DETECTION	2,300.00	76236
ROUSE, DONALD	ADM-SHIRTS ROUSE	32.04	76237
WINDSTREAM	SC-PHONES	57.19	76238
PETROLEUM MARKETERS MUT	WWT-UNDERGROUND TANK INS	1,335.00	76239
DICKS FIRE EXTING	ALL-FIRE ESTINGUISHER	2,342.35	76240
HR GREEN	ALL-ENGINEERING	234,959.13	76241
MISSISSIPPI LIME	WTR-QUICKLIME	6,673.84	76242
WILLIAMSON ELECT	PKM-SCORE IRRIGATION PUMP	142.50	76243
BLACKHAWK AUTO SPRINKLERS	CH-SPRINKLER INSP	312.50	76244
SPORTS BOWL	ADM/STS-EMBROIDERY	120.00	76245
ASCHEMAN, PHILIP L PHD	PD-PSYCH EVAL	215.00	76246
MEDIACOM	ALL-INTERNET SVC	414.90	76247
NEVADA SENIORS	WTR/WWT-WATER BILLS	225.00	76248
PEPSI	4PLX-CONCESSIONS	326.15	76249
AMES FORD LINCOLN	P&Z-MAINT	148.39	76250
KRUCK P & H CO	CH-HUMIDITY CHECK	75.00	76251
BOUND TREE MEDICAL	EMS-SUPPLIES	294.01	76252
STORY CO RECORDER	VERBIO ANNEX/GH	417.00	76253
EATON BROTHERS CORP	CEM-LOT MARKER	926.98	76254
TURF AND POND TIME	PKM-POND TREATMENT	160.00	76255
LOOTS, JASON	REC-UMPIRE	105.00	76256
BENNETT, JIMMY	REC-UMPIRE	100.00	76257
HANSEN, COLIN	REC-UMPIRE	50.00	76258
MACQUEEN EQUIP	STS-SUPPLIES	42.07	76259
SALTECH SYSTEMS	WEB PAGE CITY	7,484.95	76260
SAFE BUILDING	P&Z-INSPECTIONS	2,470.80	76261
MATHESON TRI-GAS	POOL-CO2	242.70	76262
D & K PRODUCTS	PKM-TURF PRODUCTS	846.90	76263
WATTS, DWAIN	REC-UMPIRE	35.00	76264
	Accounts Payable Total	466,604.86	
	Payroll Checks	94,917.59	
	***** REPORT TOTAL *****	561,522.45	
	GENERAL	184,966.87	
	ROAD USE TAX	31,417.71	
	LOCAL OPTION SALES TAX	13,838.73	
	NORTH STORY BASEBALL	290.00	
	PARK OPEN SPACE	22.90	
	2021 STS 11TH/S14	43,315.25	
	CBD DOWNTOWN IMPR	6,102.60	
	2017 STS/WT/SE/STRM PROJ	324.00	
	WATER	40,630.41	
	SEWER	41,557.71	
	SEWER CAP IMP PROJECT	161,155.04	
	SRF SPONSORED PROJECT	17,978.76	
	STORM WATER	136.50	
	REVOLVING FUND	18,840.46	
	FLEX BENEFIT REVOLVING	945.51	
	TOTAL FUNDS	561,522.45	

Vendor # 1170

20210722

Electronic Pymt #

GREAT WESTERN PURCHASING "P" CARD TRANSACTIONS

PRESENTED AT COUNCIL MEETING 08/09/2021 W/CLAIMS

P. 36

<u>Tran Date</u>	<u>Merchant Name</u>	<u>Description</u>	<u>Amount</u>	<u>Invoice #</u>	<u>ACCOUNT</u>
7/12/2021	Wristbands	REC, SB wristbands	334.76	LE00424951	001-478-6599
7/12/2021	Crown Awards	REC, SB awards	598.13	10962274	001-478-6599
7/14/2021	Rawlings	REC, SB softballs	354.45	R00857303	001-478-6599
7/21/2021	Hy-Vee	REC, SB Gatorade	117.75	721101	001-478-6599
7/7/2021	Wristbands	REC, SB wristbands	(18.96)	LE0042451T	001-478-6599
6/23/2021	DNR Fees	WTR, DNR Fees for certification	60.00	10135479	600-811-6479
6/28/2021	LOT F Ames	LIB, Recruitment	112.56	548657	001-410-6491
6/29/2021	WEF Registration	WWT, WEF Conference	575.00	54573883	610-816-6240
7/1/2021	GoDaddy	ADM, Website	14.98	1894654374	121-613-6431
7/19/2021	Zoom	ADM, Meetings	67.98	97894047	121-613-6431
6/22/2021	Ames Chamber	CA, NEDC/Main St Nevada Annual event	25.00	135303	001-613-6210
6/23/2021	ICMA Conference	CA, ICMA Conference	769.00	5686EB	001-613-6240
7/7/2021	Fred Pryor Training	CA, Training	119.00	243540	001-613-6240
7/9/2021	IA League of Cities	CA, ICMA Conference	155.00	24933	001-613-6240
7/16/2021	PzazzFun City	CA, ICMA Conference hotel	285.88	299736	001-613-6240
7/5/2021	Annual Fee	CA, Annual fee	10.00	20210722	001-613-6599

POSTING & PAYMENT DATE:

August 19, 2021

3,580.53

City Administrator

W:\Office\Finance\AccountsPayable\Vendors\GreatWesternPurchaseCards,All



NEVADA PUBLIC SAFETY DEPARTMENT

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

Ricardo Martinez II
Public Safety Director
Chief of Police

Item # 5E
Date: 8/9/21



Nevada Public Safety Department – Fire & EMS

TO: Nevada City Council

FROM: Ricardo Martinez II
Nevada Public Safety Director

DATE: Tuesday, August 3, 2021

RE: Recommendation for Probationary Firefighter/EMT status-Stephanie Norris, Caleb Weddle, and Levi Murphy.

An application has been received from Stephanie Norris, Caleb Weddle, and Levi Murphy for membership with the Nevada Fire and EMS. A background has been completed. Per department Standard Operating Guideline 13-2, *Volunteer Members*, it is the recommendation of the Director of Fire and EMS Ray Reynolds, and myself, all three be approved as a probationary members of Nevada Fire and EMS.

The candidates will be at the August 9, 2021, Nevada City Council meeting to be sworn in. Please contact me should you have questions regarding this memorandum.

Respectfully,

Ricardo Martinez II
Public Safety Director



2015-2016 Nevada State Water Control Fund (NWSWF) (NWSWF) (NWSWF)
Main: 702.222.1234 Fax: 702.222.1234

August 4, 2021
Mr. Jordan Cook
City Administrator
City of Nevada
1209 6th Street
Nevada, IA 50201

Re: Nevada WWTF Improvements – Phase 2: Recommendation on Contractor's Application for Payment No. 2

Dear Jordan:

Attached is an electronic copy of Payment Application No. 2 from Williams Brothers Construction Inc. (WBCI) for the Nevada WWTF Improvements – Phase 2 project. Items included in this application are summarized as follows:

- General Requirements: Division 1 requirements, Mobilization;
- Site Work: Construction Entrance and Check Dams, Roadway Subbase, Mass Excavation, various Site utilities, site underground electrical, temporary power;
- 120-Administration Maintenance Building: Concrete, Excavation, stored materials, electrical grounding;
- 210-Headworks: Rebar and concrete, stored materials;
- 320-Oxidation Ditches: Excavation;
- 350-Secondary Treatment Building: stored materials;
- 360-Secondary Treatment Chemical Storage Building: Nothing this period;
- 380-Secondary Clarifiers: Nothing this period;
- 390-Return Pump Station: stored materials;
- 420-UV Disinfection Building: stored materials;
- 520-Aerobic Digesters: stored materials;
- 550-Solids Processing Building: Nothing this period;
- 570-Biosolids Pumping Building: stored materials;
- 580-Biosolids Storage Tanks: stored materials.

The total for Pay Application No. 2 is \$630,285.42. As of this Pay Application, WBCI has been paid 7.8% of the contract (not including retainage withheld), which breaks down to work completed of 7.5% with 0.8% of stored materials. As of this Pay Application, approximately 15% of the time has been used. WBCI appear to be on schedule based on work completed and time remaining.

We have reviewed Payment Application No. 2 and verified that WBCI is current with their certified payroll and has submitted the partial waiver of lien. Therefore, we recommend full payment of Payment Application No. 2 as submitted by Williams Brothers Construction Inc. Please execute the pay application and distribute copies to all parties.



City of Nevada
07/1/21

Note, we edited a few items on the payment application to the correct locations. The total amounts did not change with these edits.

If you have any questions regarding this payment application, please feel free to contact me at (515) 657-5304.

Sincerely,

HR Green, Inc.

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

Michael Roth, P.E.
Project Manager

Cc : Kerin Wright, City Clerk (via email)
Mark Jones, WWTF Superintendent (via email)
Kurtis Knapp, WBCI (via email)
Jacob Lee, WBCI (via email)

J:\2016\160473.02\Construction\Payment\Pay_Estimates\W2\lfr-080421-WWTF Impr_Phase_2-Pay_Request_2_recommendation.docx

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 OF PAGES

TO OWNER: City of Nevada
 >> 1209 6th Street
 Nevada, IA 50261

Telephone:
 Fax:

PROJECT

Nevada WWTF Improvements Phase 2
 62512 270th Street
 Nevada, IA 50201

Application No. 2

Period To: July 31, 2021

PROJECT NOS:

Distribution to:

OWNER
ENGINEER

FROM CONTRACTOR

Williams Brothers Construction Inc.

VIA ENGINEER HR Green Inc.

P.O. Box 1366

Peoria, Illinois 61654

Ph 309/688-0416; Fax 309/688-0891

email -- (Jacob.Lee) (Kurtis) /@wbeci.us

Phone: 515-278-2913

Fax:

5525 Merle Hay Road, Suite 200

Johnston, IA 50131

Attn:

App'l date July 31, 2021

Contract date:

Substantial completion date:

Invoice 7 21 542 2

CONTRACTOR

Invoice 7 21 542 2

Ph 309/688-0416; Fax 309/688-0891

email -- (Jacob.Lee) (Kurtis) /@wbeci.us

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Williams Brothers Construction Inc.

By: Joseph Williams

Joseph Williams, Vice President

State of: Illinois

County of: Peoria

Subscribed and sworn to before me this day of July 31, 2021

Notary Public:

Erin M. Welch

OFFICIAL SEAL

ERIN M. WELCH

Notary Public, State of Illinois

My Commission expires: April 1, 2018
 ENGINEER'S CERTIFICATE FOR PAYMENT
 In accordance with the Contract Documents, based on the information and data comprising this application, the Engineer certifies to the Owner that to the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

1. ORIGINAL CONTRACT SUM	35,850,000.00
2. Net Change by Change Orders	
3. CONTRACT SUM TO DATE (LINE 1 + 2)	35,850,000.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G702)	2,957,604.44
5. RETAINAGE:	
a. 5 % of 100% of Contract (Columns D - E on G703)	(133,921.21)
b. 10 % of Stored Material (Columns F on G703)	(147,880.22)
Total Retainage (Line 5a + 5b or Total in Column I of G703)	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	(147,880.22)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	(2,179,438.80)

8. CURRENT PAYMENT DUE

630,285.42

9. BALANCE TO FINISH, INCLUDING RETAINAGE

33,040,275.78

(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTAL	0.00	0.00
NET CHANGES by Change Order		0.00

AMOUNT CERTIFIED

630,285.42

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that changed to conform to the amount certified.)

Engineer: HR Green

By:

Date: 8/5/21

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this contract.

PARTIAL WAIVER OF LIEN

Application No. 2

STATE OF ILLINOIS}

} ss.

PEORIA COUNTY }

July 31, 2021**TO ALL WHOM IT MAY CONCERN:**

WHEREAS, we the undersigned, WILLIAMS BROTHERS CONSTRUCTION INC. have been employed by
City of Nevada to furnish labor and/or material for the building known as:

Nevada Wastewater Treatment Facilities

Situated on Lot:

62512 270th Street
Nevada, IA 50201

in the city of Nevada, County of Story and State of Iowa.

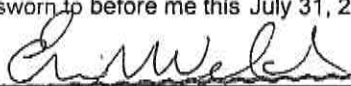
NOW, THEREFORE, KNOW YE That the undersigned, for and in consideration of Six Hundred Thirty
Thousand Two Hundred Eighty Five and 42/100 \$630,285.42 Dollars,
and other good and valuable considerations, the receipt whereof is hereby acknowledged, do we hereby
waive and release any and all lien or claim or right of lien on said above described building and premises
under the Statutes of the State of Iowa relating to Mechanic's Liens, on account of labor or materials, or
both, furnished by the undersigned to or on account of the said City of Nevada
for said building or premises up to and including the day of July 31, 2021

GIVEN under our hands and sealed this day and year first above written.

WILLIAMS BROTHERS CONSTRUCTION INC. (SEAL)

Subscribed and sworn to before me this July 31, 2021

Notary Public :



"OFFICIAL SEAL"

ERIN M. WELCH

Notary Public, State of Illinois

My Commission Expires 04-20-2025

By:  (SEAL)
Joseph Williams, Vice President

RESOLUTION NO. 007 (2021/2022)

**A RESOLUTION APPROVING THE COMMUNITY CATALYST BUILDING
REMEDATION GRANT AGREEMENT WITH THE IOWA ECONOMIC
DEVELOPMENT AUTHORITY AND THE CITY OF NEVADA, IA**

WHEREAS the City of Nevada, IA ("City") desires to enter into a Community Catalyst Building Remediation Grant Agreement with the Iowa Economic Development Authority ("IEDA"); and

WHEREAS the IDEA has awarded a Community Catalyst and Building Remediate Grant in an amount not to exceed \$100,000 for the S.E. Briggs Block (Tipton Building) Project; and

WHEREAS the owners of the property, JLA, LLC and Kathy Kockler have proposed to undertake the redevelopment of a mixed-use building situated at 1104 6th Street; and

WHEREAS the IDEA and the City are willing to jointly participate in said project in the manner provided in the Catalyst Agreement attached;

WHEREAS the City has provided a resolution declaring intent to provide support for the project; and

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

1. The Iowa Economic Development Authority Community Catalyst Building Remediation Grant Agreement for 1104 6th Street, is approved.
2. The Mayor is hereby authorized and directed to execute said Agreement on behalf of the City and the City Clerk is authorized to take any other action necessary to effectuate this Agreement.

Passed and Approved this 9th day of August, 2021.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 007 (2021/2022) be adopted.

AYES: —

NAYS: —

ABSENT: —

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 007 (2021/2022) at the regular Council Meeting of the City of Nevada, Iowa, held on the 9th day of August, 2021.

Kerin Wright, City Clerk

W:\Office\Council\Resolutions\2021-2022\002-IEDA Catalyst Agreement, Tipton.docx

IOWA ECONOMIC DEVELOPMENT AUTHORITY

1963 Bell Avenue, Suite 200 | Des Moines, Iowa 50315 USA | Phone: 515.348.6200

iowaeda.com



June 14, 2021

Henry Corbin
City of Nevada
1015 6th Street
Nevada, Iowa 50201

SUBJECT: 2021 Community Catalyst and Building Remediation Grant (21-CTBF-020)

Dear Henry:

I am pleased to inform you the Iowa Economic Development Authority (IEDA) has awarded the City of Nevada Iowa a Community Catalyst and Building Remediation Grant in an amount not to exceed \$100,000. These funds are to be used for the S.E Briggs Block (Tiptons) project in the City of Nevada as stated in the grant application.

Enclosed is the Contract between the Grantee Organization and IEDA. No grant funds will be disbursed until the applicant and the Iowa Economic Development Authority have agreed to the terms of the contract and the contract is executed. Please review the document thoroughly. Once signed, please return the original signed contract to Susan Watson at IEDA. Upon receipt of your signed contract, we will execute and upload a copy to IowaGrants.gov for your records.

IF ANY CONDITIONS CONTAINED IN THIS LETTER ARE NOT SATISFIED IN THE SOLE DISCRETION OF IEDA, OR THE CONTRACT IS NOT FULLY EXECUTED, THIS AWARD OF FUNDS SHALL BE RESCINDED, AND NO REIMBURSEMENT IS AVAILABLE FOR ANY COSTS INCURRED BY THE CONTRACT RECIPIENT WITH RESPECT TO THIS AWARD.

If you have any questions, please contact your project manager, Jim Thompson, at 515.348.6183 or by e-mail at Jim.Thompson@iowaEDA.com.

IEDA looks forward to working with the City of Nevada Iowa on its Community Catalyst and Building Remediation grant project once all conditions to the award have been met and the contract is fully executed.

Sincerely,



Deborah V. Durham
Director

Congratulations!

cc: Representative Beth Wessel-Kroeschell, House District 45
Senator Herman C. Quimbach, Senate District 23
File: IowaGrants.gov

**IOWA ECONOMIC DEVELOPMENT AUTHORITY
IOWA DOWNTOWN RESOURCE CENTER
COMMUNITY CATALYST & REMEDIATION GRANT PROGRAM**

GRANTEE: City of Nevada
AGREEMENT NUMBER: 21-CTBF-020
DATE OF AWARD LETTER: June 14, 2021
PROJECT COMPLETION DATE: June 14, 2023
GRANT AMOUNT: \$100,000

THIS Community Catalyst Building Remediation Grant Agreement ("Agreement") is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315 ("Authority" or "IEDA") and the City of Nevada, 1015 6th Street, Nevada, Iowa 50201 ("Grantee") (Collectively "the Parties").

WHEREAS, the Authority established a Community Catalyst Building Remediation Fund pursuant to Iowa Code section 15.231 for the purpose of providing grants to cities for the remediation of underutilized buildings; and

WHEREAS, the Grantee submitted a grant application to the Authority and the Authority determined that the Grantee and its proposed Project are eligible for a Community Catalyst Building Remediation Grant ("Grant") and approved the Application; and

WHEREAS, in approving the Application, the Authority has relied upon the Grantee's representations of proposed Project activities, the Grantee's management and financial condition, investment of other Project funds, and other material information contained in the application;

WHEREAS, the Grantee accepts the Grant upon the terms and conditions set out in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

1. **COSTS DIRECTLY RELATED.** "Costs Directly Related" means expenditures that are incurred for the acquisition, deconstruction, disposal, redevelopment, or rehabilitation of the community catalyst that is the subject of the Project to the extent that the expenditures are attributable directly to the remediation or redevelopment of the community catalyst. Examples of "Costs Directly Related" and costs that are not directly related are set out at 261 IAC 45.2 Definitions.
2. **GRANTEE.** "Grantee" means the entity described above whose application for a Grant was approved by IEDA.
3. **IOWAGRANTS.GOV.** "IowaGrants.gov" means Iowa's Funding Opportunity Search and Grant Management System. The Authority reserves the right to require the Recipient to utilize IowaGrants.gov to conduct business associated with this Agreement.
4. **PROJECT.** "Project" means the activities and other obligations to be performed or accomplished by the Grantee as described in this Agreement, in the Agreement Scope of Work attached hereto, in the award letter, and in the application submitted through IowaGrants.gov, including but not limited to, the "Scope of Project and Budget" portion of the application.
5. **PROJECT COMPLETION PERIOD.** "Project Completion Period" means the period commencing with the Date of Award Letter and ending with the Project Completion Date set out above.
6. **PROJECT MID-POINT.** "Project Mid-Point" means the point at which the Grantee has incurred Costs Directly Related to the Project. The maximum mid-point draw is up to 60% of the Grant Amount.
7. **PRIOR EXPENSES.** No expenditures made prior to the Date of Award Letter may be included as Project costs for the purpose of this Agreement.
8. **UTILIZATION OF CONSULTANT(S).** The Grantee is responsible for recruiting and selecting consultants and for setting out the terms and conditions under which the consultant(s) shall provide services. The Authority may require the Grantee to retain a consultant or consultants as set out in the Agreement Scope of Work attached hereto.
9. **TOTAL PAYMENT.** Total payment of state funds under this Agreement shall not exceed \$100,000 for Costs Directly Related to the Project as shown in the approved application unless modified by written amendment of this Agreement. All payments under this Agreement are subject to receipt by the IEDA of sufficient State funds for this activity. Any termination, reduction or delay of state funds to the IEDA shall, at the option of the IEDA, result in the termination, reduction, or delay of state funds to the Grantee.
10. **REPAYMENT OBLIGATION.** In the event that any state and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of this Agreement or the laws applicable to the expenditure of such funds, the Grantee shall be liable to IEDA for the full amount of any claim disallowed and for all related penalties incurred. If IEDA determines at any time, whether through monitoring, audit, closeout procedures or by other means that the Grantee has received grant funds or requested reimbursement for costs which are unallowable under the terms of this Agreement or applicable laws, the Grantee will be notified of the questioned costs and given an opportunity to justify questioned costs prior to IEDA's final determination of the disallowance of costs. If it is IEDA's final determination that costs previously paid by IEDA are not allowable under the terms of this Agreement, the expenditures will be disallowed and the Grantee shall immediately repay to IEDA any and all disallowed costs. The requirements of this paragraph shall apply to the Grantee as well as any subcontractors.

11. **REPORTING REQUIREMENTS.** The Recipient shall prepare, review and sign the reports as specified below in the form and content specified by the Authority.

1. By Project Mid-Point: A report describing work completed, including photographs documenting work that has been completed;
2. Within 60 days after the Project Completion Date: A report documenting completion of the Project, including photographs of the completed Project

12. **PAYMENT PROCEDURES.** Payment shall be made on a reimbursement basis. Grantee shall use funds only for reimbursement of Costs Directly Related to the Project. Requests for reimbursement shall be made through IowaGrants.gov using a General Accounting Expenditure form along with copies of paid invoices and proof of payment. The Grantee shall submit two (2) requests for reimbursement. The first request shall be made at Project Mid-Point up to 60% of the Grant Amount and the final request for reimbursement of the remaining funds shall be made within sixty days after the Project Completion Date. If the total Grant Amount has not been claimed within sixty (60) days after the Project Completion Date, then the IEDA shall be under no further obligation for further disbursement. The Grantee shall prepare, review, and sign all requests for payment and verify that claimed expenditures are allowable Costs Directly Related to the Project. The Grantee shall maintain original documentation adequate to support the claimed costs on file in IowaGrants.gov and provide such documentation upon request.

13. **PUBLICATIONS.** The Grantee will ensure that all publications produced in association with the Project shall include the following phrase: This Project is Sponsored in Part by the Iowa Economic Development Authority.

14. **DEFAULT.** The occurrence of any one or more of the following events shall constitute cause for IEDA to declare the Grantee in default of its obligations under this Agreement: a) non-performance; b) a failure by the Grantee to make substantial and timely progress toward completion of the Project and performance of the Agreement; c) a breach of any term of this Agreement or any attachment thereto; and d) failure to maintain insurance as set out at Paragraph 33 herein or maintaining insurance coverage that is, as determined by the Authority, insufficient; and e) utilizing grant proceeds for purposes not described in IowaGrants.gov - Scope of Project and Budget or for expenses that are not Costs Directly Related to the Project. The IEDA shall issue a written notice of default providing therein a fifteen (15) day period during which the Grantee shall have an opportunity to cure, provided that cure is possible and feasible.

15. **TERMINATION.** This Agreement may be terminated in the following circumstances: a) by either party, without cause, after thirty (30) days' written notice; b) immediately, as a result of the Grantee's default under this Agreement and failure to cure within the time period provided; c) immediately, as a result of the termination or reduction of funding to IEDA or the deauthorization of IEDA to engage in activities or conduct business under this Agreement; or d) immediately upon written mutual agreement by all parties to terminate the Agreement.

16. **REMEDY UPON TERMINATION.** In the event of termination of this Agreement or reduction of the Agreement amount, the exclusive, sole and complete remedy of the Grantee shall be reimbursement for Project costs expended prior to termination.

17. **NONASSIGNMENT OF AGREEMENT.** The Grantee may not assign, transfer or convey in whole or in part this Agreement; delegate any of its obligations or duties under this Agreement; or pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber, any payments that may or will be made to the Grantee under this Agreement.

18. **WRITING REQUIRED.** No change, modification, or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by the parties. Notwithstanding the sentence above, IEDA may unilaterally modify the Agreement at will in order to accommodate any change in any applicable federal, state or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Grantee as an amendment to this Agreement.

19. **COMPLIANCE WITH LAWS AND REGULATIONS: DECLARATION OF THE GRANTEE.** The Grantee shall comply with all applicable federal, state and local laws, rules, ordinances, regulations and orders. The Grantee declares that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

20. **COMPLIANCE WITH EEO/AA PROVISIONS.** The Grantee shall comply with the provisions of federal, state and local laws, rules and executive orders to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, sexual orientation, gender identity, national origin, or disability. A breach of this provision shall be considered a material breach of this Agreement.

21. **INDEMNIFICATION AGAINST LOSS OR DAMAGE.** The Grantee agrees to indemnify and hold harmless the State of Iowa and its officers, appointed and elected officials, board and commission members, employees, volunteers and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments including, without limitation, the reasonable value of the time spent by the Attorney General's Office, and the costs, expenses and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Agreement, including but not limited to any claims related to, resulting from, or arising out of: any breach of this Agreement; any negligent, intentional or wrongful act or omission of the Grantee or any agent or subcontractor utilized or employed by the Grantee; the Grantee's

performance or attempted performance of this Agreement, including any agent or subcontractor utilized or employed by the Grantee; any failure by the Grantee to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Grantee to conduct business in the State of Iowa; or any violation of any rights of any third party. The Grantee's duties and obligations under this section shall survive the termination of this Agreement and shall apply to all acts or omissions taken or made in connection with the performance of this Agreement regardless of the date any potential claim is made or discovered by IEDA or any other Indemnified Party.

22. **RIGHT TO REVIEW AND OBSERVE: ACCESS TO RECORDS.** IEDA shall have the right to review and observe, at any time, completed work or work in progress related to the Agreement. The Grantee shall permit IEDA or its agents to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, reports, papers and records of the Grantee relating to orders, invoices, or payments or any other documentation or materials pertaining to this Agreement. Upon the request of IEDA, the Grantee shall deliver to IEDA or its agents said documentation or materials.

23. **PUBLIC RECORDS: RECORDS RETENTION.** All records submitted to or inspected by IEDA regarding this Agreement, including this Agreement, shall be public records and subject to the Open Records Law in Iowa Code chapter 22. All records of the Grantee relating to this Agreement shall be retained for a period of three (3) years following the date of final payment or completion of any required audit, whichever is later.

24. **SURVIVAL OF AGREEMENT.** If any portion of this Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

25. **GOVERNING LAW.** This Agreement shall be interpreted in accordance with the law of the State of Iowa and any action relating to the Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

26. **FINAL AUTHORITY.** The decision of the IEDA shall be binding on the Grantee. The IEDA shall have the final authority to assess whether the Grantee has complied with the terms of this Agreement.

27. **USE OF NAME.** The Grantee agrees it will not use IEDA and/or State's name or any of its or their intellectual property, including but not limited to, any State, state agency, board or commission trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of IEDA and/or the State, except as otherwise required by this Agreement.

28. **COMPLIANCE WITH IOWA CODE CHAPTER 8F.** If the Agreement is subject to the provisions of Iowa Code chapter 8F, the Grantee shall comply with Iowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Agreement. Any compliance documentation, including but not limited to certifications, received by the Grantee from subcontractors shall be forwarded to IEDA.

29. **LEGISLATIVE CHANGES.** The Grantee expressly acknowledges that the Community Catalyst Building Remediation Fund and Program are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the fund or the program, the Grantee shall not hold IEDA liable in any manner for the resulting changes. IEDA shall use best efforts to provide thirty (30) days' written notice to the Grantee of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Agreement to address the legislative change. Nothing in this paragraph shall affect or impair IEDA's right to terminate the Agreement pursuant to the termination provisions.

30. **JOINT AND SEVERAL LIABILITY.** If the Grantee is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Agreement, and for any default of activities and obligations.

31. **WAIVER.** Except as specifically provided for in a waiver signed by duly authorized representatives of IEDA and the Grantee, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.

32. **CONFLICT OF INTEREST.** The Grantee represents, warrants, and covenants that no relationship exists or will exist during the Agreement period between the Grantee and IEDA that is a conflict of interest. The provisions of Iowa Code chapter 68B shall apply to this Agreement. If a conflict of interest is proven to IEDA, IEDA may terminate this Agreement pursuant to Paragraph 15 of this Agreement, and the Grantee shall be liable for any excess costs to IEDA as a result of the conflict of interest. The Grantee shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Grantee shall report any potential, real, or apparent conflict of interest to IEDA.

33. **MAINTENANCE OF INSURANCE.** The Grantee shall maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. If the Grantee is not the owner of the Project property, the Grantee shall require the property owner to maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. The Grantee or owner of the Project property shall pay for and maintain insurance as is customary for similar projects. This insurance shall be in an amount not less

than the full insurable value of the Project property. The Grantee or the owner of the Project property shall name the Authority and the Grantee, if the Grantee is not the owner of the Project property, as mortgagees and/or an additional loss payee(s). If the Grantee is not the owner of the Project property, the owner of the Project property shall provide the Grantee with a copy of each and every insurance policy in effect. The Grantee shall maintain a copy of each and every insurance policy in effect and shall provide copies to the Authority upon request.

34. **DEVELOPMENT CONTRACT AGREEMENT.** Grantee shall provide IEDA with a copy of the Development Agreement between the owner of the Project property and the entity that will deconstruct, redevelop, or rehabilitate the community catalyst that is the subject of the Project. Grantee shall notify IEDA immediately if the Development Agreement is assigned and shall provide IEDA with a copy of the assignment.

35. **IMMUNITY FROM LIABILITY.** Every person who is a party to the Agreement is hereby notified and agrees that the State, IEDA, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from Grantee's, Project property owners' and/or contractors or subcontractors' activities involving third parties and arising from the Agreement. Pursuant to Iowa Code chapter 669, IEDA and the State of Iowa are self-insured against all risks and hazards related to this Agreement. No separate fund has been established to provide self-insurance, and the State of Iowa is not obligated to establish any such fund during the term of this Agreement.

36. **NONAGENCY.** The Grantee, the Project property owner(s), its or their employees, agents and any subcontractors performing under this Agreement are not employees or agents of the State or any agency, division or department of the State simply by virtue of work performed pursuant to this Agreement. Neither the Grantee nor the Project property owner's employees shall be considered employees of IEDA or the State for federal or state tax purposes simply by virtue of work performed pursuant to this Agreement.

37. **HEADINGS OR CAPTIONS.** The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.

38. **DOCUMENTS INCORPORATED BY REFERENCE.** The following are hereby incorporated by reference:
 (a) Agreement Scope of Work and Budget
 (b) Iowa Economic Development Authority Award Letter as found in IowaGrants.gov.
 (c) Iowa Downtown Resource Center COMMUNITY CATALYST BUILDING REMEDIATION Grant Application, as found in IowaGrants.gov.

39. **ORDER OF PRIORITY.** In the event of a conflict between documents, the following order or priority shall be applied:
 (a) Articles 1-40 of this Grant Agreement.
 (b) Agreement Scope of Work and Budget
 (c) Iowa Economic Development Authority Award Letter as found in IowaGrants.gov.
 (d) Application, Iowa Downtown Resource Center COMMUNITY CATALYST BUILDING REMEDIATION Grant, as found in IowaGrants.gov.

40. **INTEGRATION.** This Agreement contains the entire understanding between the Grantee and IEDA and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void and of no effect. Neither of the parties has relied on any such prior representation in entering into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first stated.

RECIPIENT: City of Nevada

BY:

 Mayor
 City of Nevada
 1015 6th Street
 Nevada, Iowa 50201

 Typed or Printed Name and Title

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY:

 Brian Sullivan, Chief Programs Officer
 Community Development Division
 Iowa Economic Development Authority



Item # 98
Date: 8/9/21

City Hall | 1209 6th Street | Nevada, IA 50201-0530
p. (515) 382-5466 | f. (515) 382-4502

August 2021

TO: Mayor - City Council Members
City Administrator Jordan Cook

From: Ryan Hutton
Building & Zoning Administrator

Action Plan

It is my recommendation the City of Nevada enacts the Neighborhood Improvement Incentive Program with the property at 153 W. E Avenue. The property contains a house and garage that is in a state of disrepair. The owner of the property is seeking the assistance of the City to offset the cost of demolition. The owner of the property wants to keep possession of the property.

I have included the pictures of the residence and garage. I have also included the bid for the demolition of the property. The bid includes abandoning the water and sewer at the shut offs, demoing of the house and garage. The bid is also to remove said items.

I consider the home not suitable for repair. The home has a chance to be a safety concern to the citizens of Nevada. The owner has taken responsibility to clean up the property and continue to keep the property up to code. The owner has taken the proper steps to demolish the property.

It is my recommend the City pays for half of the demolition or \$3700. I recommend the demolition take place before November 30th, 2021.

Please feel free to reach out with any questions or concerns.

-Ryan Hutton

City of Nevada

Neighborhood Improvement Incentive Program 2020 – 2021 Application

Overview

Purpose:

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

Eligible Applicants:

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

Eligible Projects to be Considered for Funding:

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

Options:

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

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

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

Grant Application Process:

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

For More Information/Questions:

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

Applicant Information

Organization Name: _____ Project Name: 153 W.E. AVE.
Contact Person: JEFF CALENTINE Mailing Address: 618 9th ST.
City, State, Zip: NEVADA, IA. 50201 Daytime Phone Number: _____
Fax: _____ E-mail: jcal@mchsi.com
Total Project Cost: \$10,000.00 Amount requesting from this grant program: \$ _____
Project Address: 153 W.E. AVE NEVADA, IA. 50201
Project Description: DEMOLITION OF EXISTING HOME & GARAGE AND REMOVE

Still working on estimates

Jet Drain Services LLC
 1608 Crestwood Circle
 Ames, IA 50010
 (515) 231-9963
 jesse@jetdrainiowa.com
 WWW.JETDRAINIOWA.COM

Estimate

ADDRESS

Jeff Calentine
 153 W E Ave.
 Nevada, Iowa 50201 USA

ESTIMATE # 7736

DATE 07/19/2021

EXPIRATION DATE 08/19/2021

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Estimate	1	0.00	0.00
	Estimate - To clean up lot after the Fire Dept. burns down house. Remove concrete and bring dirt in to fill holes.			
	Estimate Services	1	0.00	0.00
	Includes all equipment, labor and materials to do so.			
	* Not responsible for final grade, landscaping or seed.			
	* Area may settle in excavated areas.			
	Excavating	1	2,000.00	2,000.00
	Excavating - 2 Hr. Min			
	Skid Loader	1	2,000.00	2,000.00
	Skid Loader			
	Trucking	1	2,500.00	2,500.00
	Debris out, Dirt in			
	Rental	1	450.00	450.00
	Rental - Concrete Breaker			
	Gen. Labor	12	75.00	900.00
	Gen. Labor			
	Gen. Labor	12	75.00	900.00
	Gen. Labor			
	Not Responsible For	1	0.00	0.00
	Utility disconnections			

Price good for 30 Days. If Accepted, please sign and return with 50% down & we will schedule your job. Balance due on the day of completion.

TOTAL

\$8,750.00

Thank You JET Drain Service.



Ames Trenching & Excavating, Inc.

1509 E Lincoln Way, Ames, IA 50010 ~ (515) 232-6837 office ~ (515) 232-6865 fax ~ office@amestrenching.com

July 23, 2021

Jeff and Cindy Calentine (515) 290-4469
jcal@mchsi.com

Job Proposal:

Job Site ~ 153 W E Avenue, Nevada

\$7,400.00

1. Abandon water and sewer at curb box
2. Demo house and garage
3. Demo concrete
4. Includes landfill charges, equipment, dump-truck, and labor

This proposal may be withdrawn by us if not accepted within thirty (30) days. Please sign and return to our office at your earliest convenience. Thank You.

William Fedeler

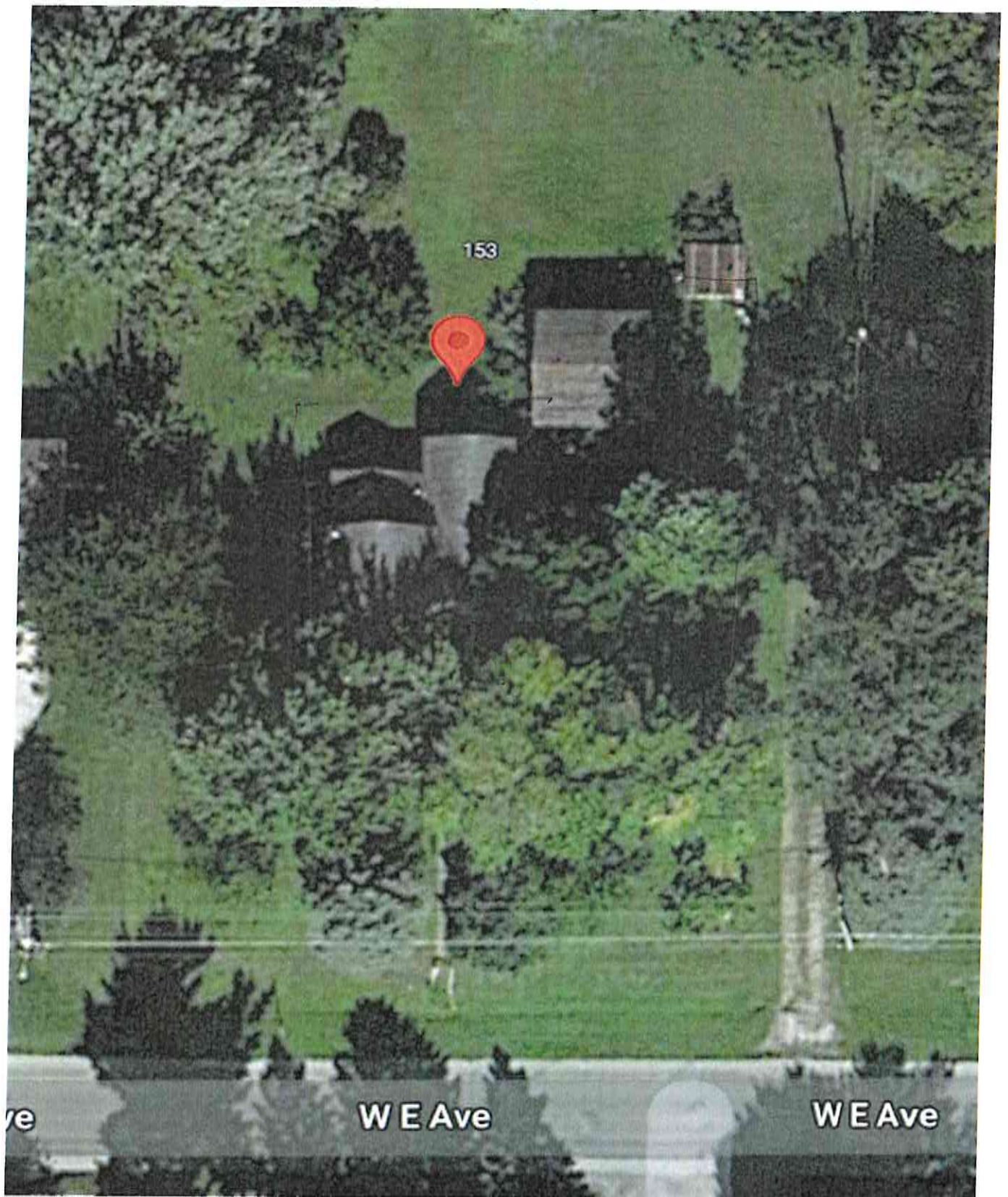
July 23, 2021

William Fedeler

Date

Authorized Signature

Date













Dear Director Martinez,

Main Street Nevada- Promotions Committee is in the planning phase for a Main Street Nevada Block Party- Kickoff to Lincoln Highway Days on August 26th from 6 pm to 10 pm.

We envision folks gathering for food, fellowship, and entertainment. It will also be an opportunity for businesses to stay open late and share with the community what they have going on. The event will include a stage on the north end of the block for a variety show format, music/entertainment, and a screen for showing a movie. Picnic tables will be placed on the south end of the block event goes. Local businesses will be encouraged to offer food and refreshments for the event. This is still in the planning stages, but more information can be made available as plans progress.

We are seeking approval from you and the City of Nevada to Block Main St (i.e., 6th Ave) from K Ave to Lincoln Highway from 5:30 pm to 10:30 pm. As you are aware, Lincoln Highway will already be blocked on the date of the event due to construction. We are proposing to also block Main St north of K Ave.

We are in the process of contacting each business on this block via a formal letter to offer them an opportunity to express concerns and/or engage in the event. In addition, Main Street Nevada will be responsible for ensuring cars are off the street and provide cones to help reserve the area immediately prior to blocking the north side of the intersection at K Ave. Main Street Nevada will also be responsible for the set up and clean up of the event. We will be soliciting volunteers through a number of member businesses and interested community members.

Please let us know of any questions or concerns you may have. We would appreciate approval for this event as soon as possible for our event planning to move forward.

July 2, 2021

Dear Main Street Business,

Main Street Nevada- Promotions Committee is in the planning phase for a Main Street Nevada Block Party- Kickoff to Lincoln Highway Days on August 26th from 6 pm to 10 pm.

We envision folks gathering for food, fellowship, and entertainment. It will also be an opportunity for businesses to stay open late and share with the community what they have going on. The event will include a stage on the north end of the block for a variety show format, music/entertainment, and a screen for showing a movie. Picnic tables will be placed on the south end of the block for event goers. Local businesses will be encouraged to offer food and refreshments for the event. This is still in the planning stages, but more information can be made available as plans progress.

We are seeking approval from the City of Nevada to block Main St (i.e., 6th Street) from K Ave to Lincoln Highway. As you are aware, Lincoln Highway will already be blocked on the date of the event due to construction. We are proposing to also block Main St north of K Ave.

We are in the process of contacting each business on this block via this communication to offer you an opportunity to express concerns and/or engage in the event. ***Please share any concerns with us by July 11th.*** We will be asking the City of Nevada for approval of this event on July 12th.

Main Street Nevada will be responsible for ensuring cars are off the street and provide cones to help reserve the area immediately prior to blocking the north side of the intersection at K Ave. Main Street Nevada will also be responsible for the set up and clean up of the event. We will be soliciting volunteers through a number of member businesses and interested community members.

We would appreciate your support and engagement for this family and business friendly community event. It will be a great opportunity to highlight your businesses.



NEVADA PUBLIC SAFETY DEPARTMENT

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



Ricardo Martinez II
Public Safety Director
Chief of Police

Date: Tuesday, July 27th, 2021

Henry Corbin
Main Street Nevada- Promotions Committee
1015 6th St
Nevada, Iowa 50201

RE: 2021 Lincoln Highway Days Kick off Block Party

Dear Henry and Committee Members:

I received your emailed letter dated Wednesday, July 21st, 2021, concerning a Main Street Nevada Block Party, a kickoff to Lincoln Highway Days. This event is to take place on Thursday, August 26th, 2021, from 6:00pm and conclude about 10:00pm, to take place in the 1100 block of 6th Street. To facilitate this event, you are requesting to close off traffic at K Avenue on the south end of the block, but not closing the intersection at 6th Street. The north end of 6th Street will already be closed due to the construction taking place on Lincoln Highway. You want the closure to begin at 5:30pm and anticipate the roadway to be clear by 10:30pm.

Your Street Closure Request is Approved

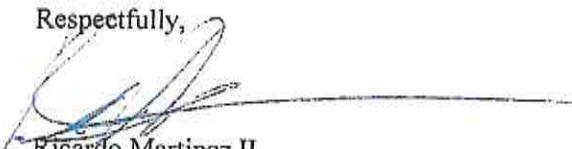
You will inform local businesses directly affected by this road closure. **YOU MUST ALLOW ACCESS FOR EMERGENCY VEHICLE TRAFFIC IF NECESSARY.**

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 in your event.

Should the need arrive, you may contact Nevada Street Superintendent Joe Mousel and make arrangements for equipment to stop and/or direct traffic. Mr. Mousel can be reached Monday through Friday between 8:00 a.m. and 3:00 p.m. by calling his office at 515-382-4813. There are rental and deposit fees associated with the use of barricade equipment. It is your responsibility to make these arrangements with Mr. Mousel.

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

Respectfully,


Ricardo Martinez II
Public Safety Director
Chief of Police

Cc: Jordon Cook, Nevada City Administrator
Jeremy Rydl, Nevada Public Works Director
Joe Mousel, Nevada Street Department Superintendent
Command Staff NPSD
Nevada Mayor & City Council



NEVADA PUBLIC SAFETY DEPARTMENT

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



Ricardo Martinez II
Public Safety Director
Chief of Police

To: Mayor and City Council

From: Ricardo Martinez II, Public Safety Director/Chief of Police

Date: Tuesday, August 3, 2021

Ref: Report for City Council Meeting for Monday, August 9th, 2021

Staffing

Officer Josie Bailey is back in the United States. Officer Bailey is taking some time off after her deployment. Officer Bailey is tentative looking to report for duty in September 2021.

With the hire of Madison Dicks, the Nevada Public Safety Department is short staffed by two (2) Officers. Sgt. Chris Brandes will be conducting the hiring search for our next new employees.

Traffic Flow Issues

Since the closing of Lincoln Highway at 5th St, and the alley adjacent to the Post Office barricaded at the south end to prevent drivers turning left and driving the wrong way, there have been no complaints of violators, nor have there been any accidents.

Respectfully submitted,

Ricardo Martinez II
Public Safety Director
Chief of Police



NEVADA PUBLIC SAFETY DEPARTMENT

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

Ricardo Martinez II
Public Safety Director
Chief of Police



MEMORANDUM

TO: Ricardo Martinez, Public Safety Director
FROM: Ray Reynolds, Director of Fire and EMS
DATE: August 3, 2021
REF: Activity report for Trustees, City Council and Honorable Mayor.

Total Calls to date for 2021:	388
Fire calls for Jul. 2021:	3
EMS calls for Jul. 2021:	48
Good intent calls for Jul. 2021:	8
Community Events for Jul. 2021:	9
Narcan administered this month:	0

Grant Awards:

The fire department was notified the FEMA generator grant was approved. The Department will receive a majority of the funds from the federal government. The department is working on bid requests to meet the guidelines. The total project is just under \$29,000 and will power most of the fire station.

The fire department was awarded \$5800 for the purchase of 8 wildland/rescue fire suits for our members. The grant was awarded by the State Fire Marshal Division through the Fire Service Emergency Responder Consumer Fireworks Safety Grant.

The police department received 8 new Stryker AEDs to equip every police car with a working accessible AED. This was a 10.2-million-dollar state-wide grant designed to put AEDs in every police car. The department sent a fire department CPR instructor to the mandatory training session and trained all of our police officers. The grant was equivalent to a \$20,000 purchase.

UHP in Action:

The fire department was called to assist Cambridge for a barn fire with 4-5 bales on fire. The UHP quick attack unit was deployed and found 25 bales next to a wooden barn were on fire. The bales ignited due to spontaneous combustion. The unit completely extinguished 18 bales using 200 gallons of water. This was a visible success in front of several fire departments. The traditional hose lines used by other departments used over 5,000 gallons.



9/11 Stair climb

Verbio North America has again partnered with the fire department to conduct a stair climb in honor of the events from 9-11. The event will be held on Sept. 10, 2021 from 4pm-7pm. The fire service training bureau has agreed to allow the fire department to hold on to the piece of steel from the world trade center building. The steel will be housed in our firehouse until 9-13-21. We will attempt to have a public event for viewing and for those to pay tribute.

SAVE THE DATE

CLIMB FOR 9/11

Friday, September 10, 2021 at 4:00 PM


September 11th, also known as "Patriot Day" in the United States is observed as a National Day of Service and Remembrance for victims of the 9/11 attacks.

20 years later... We have not forgotten.

As we pay tribute this year to those lost, those that have served, and those now serving in our emergency services, law enforcement, and military, Verbio's Nevada Biorefinery in partnership with Nevada's Fire Department would like to invite local emergency services, law enforcement, and/or persons with military affiliations aged 18 or older to climb Verbio's tower for the third Climb for 9/11.

Flyer with full details coming soon!

Space is limited! - RSVP early through Ray Reynolds: RReynolds@cityofnevadaiajvo.org



REMEMBERING TWENTY YEARS

For: August 9, 2021 Council Meeting

To: Mayor
Nevada City Council
City Administrator

From: Amanda Bellis, Interim Library Director

**Nevada Public Library
Council Report**

- Our Associate Librarian II, Linda Wright, will be retiring on October 7, 2021. Linda has been with the library for more than 20 years and her knowledge of Nevada history will be missed by staff and patrons alike.
- The library recently purchased 12 new public computers to replace all of the machines which were struggling after recent updates. We are seeing more patrons coming in wanting to use computers, and replacing all of them at once will allow us to continue to meet the needs of the community.
- The library meeting room is once again available to reserve. Initially, we are going to limit reservations to community/non-profit groups and meetings must take place during library hours. We will see how that goes and will expand the room's availability accordingly. We have already scheduled several meetings

LIBRARY BOARD OF TRUSTEES FRIDAY, JULY 2, 2021, 9:00 A.M.

Chairperson Allison Severson presided and convened the special meeting of Nevada Library Board of Trustees on Friday, July 2, 2021 at 9:01 a.m. at the Nevada Public Library, 631 K Avenue, Nevada, Iowa. The agenda was posted on the official bulletin board in compliance with the open-meeting law.

The roll was called indicating that the following named Trustees were present and absent. Present: Priscilla Gammon, Peter Korsching, Tim McLaughlin, Adam Riedell, and Allison Severson. Absent: Theresa Presley and James Woodard.

Others in attendance were Interim Library Director Amanda Bellis, Brittany Dueker, and Donna Mosinski.

The candidate withdrew the application for Library Director. The board discussed how to proceed with searching for a new Library Director.

There being no further business to come before the Board, it was moved by Board Member Tim McLaughlin, seconded by Board Member Adam Riedell, to adjourn the meeting. The roll being called, the following board members voted. Ayes: McLaughlin, Riedell, Severson, Gammon, and Korsching. Nays: None. Chairperson Allison Severson declared the motion carried. At 9:25 a.m. she adjourned the meeting.

ATTEST:

Priscilla Gammon, Secretary

Allison Severson, Chairperson

LIBRARY BOARD OF TRUSTEES TUESDAY, JULY 6, 2021, 12:00 P.M.

Chairperson Allison Severson presided and convened the special meeting of Nevada Library Board of Trustees on Tuesday, July 6, 2021 at 12:00 p.m. on zoom and at the Nevada City Hall, 1209 6th Street, Nevada, Iowa. The agenda was posted on the official bulletin board in compliance with the open-meeting law.

The roll was called indicating that the following named Trustees were present and absent. Present: Priscilla Gammon, Peter Korsching, Tim McLaughlin, Adam Riedell, and Allison Severson. Absent: Theresa Presley and James Woodard.

Others in attendance were Interim Library Director Amanda Bellis, Kathy Solko, Brittany Dueker, and Donna Mosinski.

12:00 p.m. - CLOSED SESSION – Candidate has requested a Closed Session pursuant to Iowa Code Section 21.5 (1) (i) to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation

At 12:01 p.m. Motion by Tim McLaughlin, seconded by Peter Korsching, to **GO INTO Closed Session**. After due consideration and discussion, the roll was called. Aye: McLaughlin, Korsching, Riedell, Severson, and Gammon. Nay: None. Chairperson Allison Severson declared the motion carried.

At 12:58 p.m. Motion by Tim McLaughlin, seconded by Peter Korsching, to **GO OUT OF Closed Session**. After due consideration and discussion, the roll was called. Aye: McLaughlin, Korsching, Riedell, Severson, and Gammon. Nay: None. Chairperson Allison Severson declared the motion carried.

It was moved by Board Member Tim McLaughlin, seconded by Board Member Peter Korsching, to **recess the meeting to travel to City Hall**. The roll being called, the following board members voted. Ayes: McLaughlin, Korsching, Riedell, Severson, and Gammon. Nays: None. Chairperson Allison Severson declared the motion carried. At 12:59 p.m. she recessed the meeting to travel to City Hall.

1:30 p.m. - CLOSED SESSION – Candidate has requested a Closed Session pursuant to Iowa Code Section 21.5 (1) (i) to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation

At 1:30 p.m. Motion by Adam Riedell, seconded by Tim McLaughlin, to **GO INTO Closed Session**. After due consideration and discussion the roll was called. Aye: Riedell, McLaughlin, Severson, Gammon, and Korsching. Nay: None. Chairperson Allison Severson declared the motion carried.

At 2:36 p.m. Motion by Tim McLaughlin, seconded by Peter Korsching, to **GO OUT OF Closed Session**. After due consideration and discussion the roll was called. Aye: McLaughlin, Korsching, Riedell, Severson, and Gammon. Nay: None. Chairperson Allison Severson declared the motion carried.

CLOSED SESSION – Candidate has requested a Closed Session pursuant to Iowa Code Section 21.5 (1) (i) to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation

At 2:37 p.m. Motion by Tim McLaughlin, seconded by Adam Riedell, to **GO INTO Closed Session**. After due consideration and discussion the roll was called. Aye: McLaughlin, Riedell, Severson, Gammon, and Korsching. Nay: None. Chairperson Allison Severson declared the motion carried.

Adam Riedell left at 2:48 p.m.

At 2:53 p.m. Motion by Tim McLaughlin, seconded by Peter Korsching, to **GO OUT OF Closed Session**. After due consideration and discussion the roll was called. Aye: McLaughlin, Korsching, Severson, and Gammon. Nay: None. Chairperson Allison Severson declared the motion carried.

Discussion and appropriate follow-up on Closed Session pursuant to Iowa Code Section 21.5 (1) (i) to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.

There was no follow up to the closed sessions.

There being no further business to come before the Board, it was moved by Board Member Tim McLaughlin, seconded by Board Member Peter Korsching, to **adjourn the meeting**. The roll being called, the following board members voted. Ayes: McLaughlin, Korsching, Severson, and Gammon. Nays: None. Chairperson Allison Severson declared the motion carried. At 2:54 p.m. she adjourned the meeting.

ATTEST:

Priscilla Gammon, Secretary

Allison Severson, Chairperson

LIBRARY BOARD OF TRUSTEES WEDNESDAY, JULY 14, 2021, 6:00 P.M.

Chairperson Allison Severson presided and convened the special meeting of Nevada Library Board of Trustees on Wednesday, July 14, 2021 at 6:00 p.m. at the Nevada Public Library, 631 K Avenue, Nevada, Iowa. The agenda was posted on the official bulletin board in compliance with the open-meeting law.

The roll was called indicating that the following named Trustees were present and absent. Present: Peter Korsching, Tim McLaughlin, Theresa Presley, Adam Riedell, Allison Severson, and James Woodard. Absent: Priscilla Gammon.

Others in attendance were Interim Library Director Amanda Bellis, and Donna Mosinski.

CLOSED SESSION – Candidate has requested a Closed Session pursuant to Iowa Code Section 21.5 (1) (i) to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.

At 6:01 p.m. Motion by Tim McLaughlin, seconded by Peter Korsching, to **GO INTO Closed Session**. After due consideration and discussion the roll was called. Aye: McLaughlin, Korsching, Presley, Riedell, Severson, and Woodard. Nay: None. Chairperson Allison Severson declared the motion carried.

At 6:20 p.m. Motion by Tim McLaughlin, seconded by Peter Korsching, to **GO OUT OF Closed Session**. After due consideration and discussion the roll was called. Aye: McLaughlin, Korsching, Presley, Riedell, Severson, and Woodard. Nay: None. Chairperson Allison Severson declared the motion carried.

Discussion and appropriate follow-up on Closed Session pursuant to Iowa Code Section 21.5 (1) (i) to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.

Motion by Board Member Peter Korsching, seconded by Board Member Tim McLaughlin, to extend an offer to the candidate. The roll being called, the following named members voted. Ayes: Korsching, McLaughlin, Presley, Riedell, Severson, and Woodard. Nays: None. Chairperson Allison Severson declared the motion carried.

There being no further business to come before the Board, it was moved by Board Member Adam Riedell, seconded by Board Member Tim McLaughlin, to **adjourn the meeting**. The roll being called, the following board members voted. Ayes: Riedell, McLaughlin, Presley, Severson, Woodard, and Korsching. Nays: None. Chairperson Allison Severson declared the motion carried. At 6:24 p.m. she adjourned the meeting.

ATTEST:

Priscilla Gammon, Secretary

Allison Severson, Chairperson

LIBRARY BOARD OF TRUSTEES MONDAY, JULY 19, 2021, 5:00 P.M.

Vice-Chairperson Peter Korsching presided and convened the regular meeting of Nevada Library Board of Trustees on Monday, July 19, 2021 at 5:01 p.m. at the Nevada City Hall Council Chambers, 1209 6th Street, Nevada, Iowa. The agenda was posted on the official bulletin board in compliance with the open-meeting law.

The roll was called indicating that the following named Trustees were present and absent. Present: Peter Korsching, Tim McLaughlin, Theresa Presley, Adam Riedell, and James Woodard. Absent: Priscilla Gammon and Allison Severson (arrived at 5:09 p.m.).

Others in attendance were Interim Library Director Amanda Bellis, and Donna Mosinski.

Motion by Board Member Tim McLaughlin, seconded by Board Member Teresa Presley, to approve the agenda as posted. The roll being called, the following named members voted. Ayes: McLaughlin, Presley, Riedell, Woodard, and Korsching. Nays: None. Vice-Chairperson Peter Korsching declared the motion carried.

There was no one present who wished to address the Board at this time.

Motion by Board Member Tim McLaughlin, seconded by Board Member Adam Riedell, to approve the following consent agenda items as submitted:

- (1) Approve **minutes** of the June 21, 2021 regular meeting, July 2, 2021 special meeting, July 6, 2021 special meeting, and July 14, 2021 special meeting
- (2) Approve July 2021 **claims** totaling \$3,971.93 (see attached list)
- (3) Accept and place on file the Director's **memo** dated July 16, 2021
- (4) Accept and place on file the June 2021 **financial report**

The roll being called, the following named board members voted. Ayes: McLaughlin, Riedell, Woodard, Korsching, and Presley. Nays: None. Vice-Chairperson Peter Korsching declared the motion carried.

The agenda item, Library Director, was skipped until the chair arrives to the meeting.

The Committee Appointments are as follows:

Budget: Tim McLaughlin, Adam Riedell, and Allison Severson

Technology: Priscilla Gammon, Tim McLaughlin, and Adam Riedell

Gift: Peter Korsching and Jim Woodard

Strategic Planning: Peter Korsching, Theresa Presley, and Jim Woodard

Allison Severson arrived during the committee discussion at 5:09 p.m. and took over the meeting.

Allison informed the board that the candidate accepted the offer of employment.

Motion by Board Member Tim McLaughlin, seconded by Board Member Peter Korsching, to hire Erin Coughlin as the Library Director starting September 1, 2021. The roll being called, the

following named members voted. Ayes: McLaughlin, Korsching, Presley, Riedell, Severson, and Woodard. Nays: None. Chairperson Allison Severson declared the motion carried.

Motion by Board Member Tim McLaughlin, seconded by Board Member Adam Riedell, to approve the Library Staff Job Descriptions and Evaluation tool as amended. The roll being called, the following named members voted. Ayes: McLaughlin, Riedell, Severson, Woodard, Korsching, and Presley. Nays: None. Chairperson Allison Severson declared the motion carried.

Motion by Board Member Adam Riedell, seconded by Board Member Peter Korsching, to approve the Library Custodian wage ranges and amend the Student Clerk wage annual adjustment to up to \$0.25. The roll being called, the following named members voted. Ayes: Riedell. Nays: Korsching, McLaughlin, Presley, Severson, and Woodard. Chairperson Allison Severson declared the motion failed.

Motion by Board Member Tim McLaughlin, seconded by Board Member Peter Korsching, to approve the Library Custodian wage ranges and the Student Clerk wage annual adjustment. The roll being called, the following named members voted. Ayes: McLaughlin, Korsching, Presley, Severson, and Woodard. Nays: Riedell. Chairperson Allison Severson declared the motion carried.

Interim Library Director Amanda Bellis reported on:

- Linda Wright will be retiring on October 7th.
- They have purchased 12 new computers for patron use.
- The meeting room will open in August.

The next meeting will be held at 5:00 p.m. Monday, August 16, 2021.

There being no further business to come before the Board, it was moved by Board Member Tim McLaughlin, seconded by Board Member James Woodard, to adjourn the meeting. The roll being called, the following board members voted. Ayes: McLaughlin, Woodard, Korsching, Presley, Riedell, and Severson. Nays: None. Chairperson Allison Severson declared the motion carried. At 5:49 p.m. she adjourned the meeting.

ATTEST:

Priscilla Gammon, Secretary

Allison Severson, Chairperson

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



Kerin Wright
City Clerk
Phone: (515) 382-5466
Fax: (515) 382-4502
kwright@cityofnevadaiaowa.org

August 2021

TO: Mayor - City Council Members
City Administrator Jordan Cook

FROM: Kerin Wright, City Clerk

Attended Clerk's Academy in Ames July 28-30. It was a good conference with a refresher in the election process and TIF reports.

Outstanding Debt Report is enclosed.

Election Filing Period and information is enclosed for your information.

Participated in the Water/Wastewater Interviews.

Prepared reports and information for the IMWCA Work Comp Audit that will be completed by the end of August.

Michael L. Fitzgerald
Treasurer of Iowa

**Outstanding Obligations
Disclosure Statement
Report Year 2021**

TABLE ONE

(Please type or print)

Federal ID Number: 426005023

City

Nevada

Address: 1209 6th St
PO Box 530

City: Nevada

State: IA Zip Code: 50201-0530

County: Story County

Phone: 515-382-5466

Contact Person:

Kerin Wright

Issue Date	Maturity Date	Amount Issued	Amount Outstanding	Purpose	Security Classification
09/27/2012	06/01/2026	\$7,320,000.00	\$450,000.00	Public Buildings/Schools	General Obligation
07/29/2020	06/01/2026	\$2,765,000.00	\$2,335,000.00	Utilities/Sewers	Revenue Bonds
09/28/2017	06/01/2026	\$2,850,000.00	\$2,250,000.00	Utilities/Sewers	General Obligation
04/10/2019	06/01/2023	\$2,015,000.00	\$970,000.00	Utilities/Sewers	General Obligation
04/29/2020	06/01/2032	\$8,905,000.00	\$8,905,000.00	Utilities/Sewers	General Obligation
01/29/2021	06/01/2041	\$1,360,000.00	\$1,360,000.00	Utilities/Sewers	Revenue Bonds
04/30/2021	06/01/2041	\$10,000,000.00	\$10,000,000.00	Utilities/Sewers	Revenue Bonds



August - 2021

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

From: Tim Hansen, Director of Parks and Recreation

Re: General Information Report

- Field House Project:
 - The Public Phase of the campaign is open. The Foundation is looking at having individuals present at various events in September and October as well as at LHD to solicit support.
 - If you know of someone who is interested and wants to support the project, please have them reach out to anyone on the Foundation or the Parks and Recreation Department, and we will take care of them.
 - We are working on the CAT Grant for submittal in late August.
- Nicholas Frideres is close to finishing the Wilson Pond shelter reconstruction for his Eagle Scout Project.
- Ryan Wessels is finalizing his Eagle Scout plan for fish stocking and pond enhancements at the Wilson Pond.
- Recreation Staff is wrapping up summer programming and planning fall programs. We are also planning a slow-pitch softball tournament for the Friday night of Lincoln Highway Days.
- As I mentioned at the last council meeting, our summer staff will start to leave for college in the coming weeks and getting involved with fall sports. We will be adjusting pool hours for the period of August 16th – 27th based on staff availability.
- Working on a grant application to the DNR for tree planting for derecho recovery.
- Working with HRG to develop shelter specs for the replacement of the Hattery Park shelter.
- Park and cemetery staff are working on regular grounds maintenance duties and installation of 2 memorial benches.
- Matt Runge, On-Track Construction, continues to work on Billy Sunday Field.
 - Removal of light poles
 - Removal of dugouts, fill with black dirt.
 - Removal of bull pen fencing for City to re-use.
 - Removal of press box
 - Removal of scoreboard
 - Removal of infield dirt and warning track and replace with black dirt.
- Staff, City Council, Wellness, and Safety meetings.

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

August 2021

TO: Mayor - City Council Members
City Administrator Jordan Cook

From: Ryan Hutton
Building & Zoning Administrator

Continue to working on processing all the past building, mechanical, and other permits. Continuing to

Monitoring the construction work that is being done on 6th Street and Lincoln Hwy. The construction will be moving to the 6th Street and M Avenue soon. Concrete will be poured at the intersection of 5th Street and Lincoln Hwy first.

The Dollar Fresh has been moving along with little to no setbacks.



Jeremy Rydl

Public Works Director

jrydl@cityofnevadaaiowa.org

August 2021

To: City Council

From: Jeremy Rydl Director of Public Works

-The Nevada Public Works Department

- Has been busy working together on daily activities throughout the city like pouring concrete, trimming cemetery.

-The Street department

- Has been working on vacuuming out intakes, painting streets, crosswalks and parking stalls, patching streets, helping out water dept., poured back concrete patches, have been busy with locates for one calls.

- The Water Department

- Is busy with daily operations. We interviewed and Shawn extended two job offers, one started on August 3rd and the other starts the next week. We are super excited to have two new team members.

-Water Pollution Control

- Interviews started this week to replace Jayson hopefully we can get someone in place by Friday August 6th

- The NPDES (National Pollutant Discharge Elimination System) permit will be renewed for the existing plant, according to a phone conversation I had with the IDNR. This will be in effect until we switch to the new plant.

- New trickling filter pump installed this week. This is under warranty so no cost to the city.

- We are keeping up with minor repairs on equipment due to old age, trying to get them by until the plant is abandoned and demolished with minimal expense.

- Plans for the month primarily involve recruitment efforts, routine operations and maintenance, and attending update meetings for the new plant project