



AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, JANUARY 24, 2022 – 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 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=UERoTDIUXZHczZlQ9ML0ZOeEIOdz09>

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 through Zoom 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, January 24, 2022***

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. PUBLIC HEARING(S)
 - A. 2022 CIP Street Improvements, S14 & 11th
 1. Public Hearing, on Proposed 2022 Street Improvements Project (Divisions 1 and 2)
 2. Resolution No. 047 (2021/2022): A Resolution finally approving and confirming plans, specifications, forms of contract and estimate of cost for the 2022 Street Improvements Project (Divisions 1 and 2)
 3. Consideration of bids for the 2022 Street Improvements Project (Divisions 1 and 2)
 4. Resolution No. 048 (2021/2022): A Resolution awarding contracts for the 2022 Street Improvements Project (Divisions 1 and 2)

**Note: Council does not have to award contracts on January 24th and can choose to adjourn that action to a later date*
 - B. Amendment Urban Renewal Revitalization Plan

1. Public Hearing on proposed Amendment to the Nevada Urban Revitalization Area
 2. Resolution No. 049 (2021/2022): A Resolution Adopting Amendment to the Plan for the Nevada Urban Revitalization Area
- C. Disposing of City Property, Lot A and Outlot A of Academy Estates
1. Public Hearing
 2. Resolution No. 050 (2021/2022): Resolution to Dispose of Real Property
5. Approval of CONSENT AGENDA (Any item on the Consent Agenda may be removed for separate consideration.)
- A. Approve Minutes of the Regular Meeting and work session held on January 10, 2022
 - B. Approve Payment of Cash Disbursements, including Check Numbers 77162-77242 and Electronic Numbers 1051-1057 (Inclusive) Totaling \$910,251.46 (See attached list)
 - C. Approve Renewal of Class "B" Wine Permit, Class "C" Beer Permit and Class "E" Liquor License for Fareway Stores, Inc., d/b/a Fareway Store #426, 1505 South B Avenue, Effective March 1, 2022
6. PUBLIC FORUM: Time set aside for comments from the public on topics of City business other than those listed on the agenda – no action may be taken. (Please keep your comments to five minutes or less.) This is an opportunity for members of the audience to bring to the Council's attention any item not listed on the agenda. Comments are limited to five (5) minutes per citizen, and the City will notify citizens when their time has expired. Speakers may not yield their times to others, and as a general rule this is not a time for exchange of questions. The Mayor has the authority to reduce the time allowed for comment in accordance with the number of persons present and signed up to speak.
- A. Nevada Public Library Annual Report
7. OLD BUSINESS
- A. Resolution No. 051 (2021/2022): A Resolution Authorizing and Approving a Community Attraction and Tourism Grant Agreement
8. NEW BUSINESS
- A. Resolution No. 052 (2021/2022): A Resolution to provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the Field House 2022 Project, and taking of bids therefor
 - B. Ordinance No. 1022 (2021/2022): An Ordinance amending provisions pertaining to Sewer User charges, Chapter 99
 - C. Approve NEW Liquor License for Class "C" Beer Permit (BC) for Imperial Reliance LLC, d/b/a Moes Mart #15, 136 Lincoln Highway, Date January 11, 2022
 - D. Approve NEW Liquor License for Class "C" Beer Permit (BC) for Imperial Reliance LLC, d/b/a Moes Mart #16, 731 Lincoln Highway, Date January 11, 2022
 - E. Approve NEW Fiscal Year 2021/2022 Retail Cigarette/Tobacco Permits, beginning January 11, 2022
 1. NEW – Moe's Mart #15, 136 Lincoln Highway
 2. NEW – Moe's Mart #16, 731 Lincoln Highway

F. Approve Tree Trimming Work for the Cemetery

G. Approve Purchase of vehicle for the Police Department

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

10. ADJOURN

The agenda was posted on the official bulletin board on January 20, 2022, in compliance with the requirements of the open meetings law.

Posted _____

E-Mailed _____

W:\OFFICE\COUNCIL\AGENDAS-COUNCIL\2021-2022\2022-01-24.DOC



**MEMO FOR
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, DECEMBER 13, 2021 – 6:00 P.M.
NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6TH STREET**

4. PUBLIC HEARINGS

A. 2022 CIP Street Improvements, S14 & 11th

1. Public Hearing, on Proposed 2022 Street Improvements Project (Divisions 1 and 2)
2. Resolution No. 047 (2021/2022): A Resolution finally approving and confirming plans, specifications, forms of contract and estimate of cost for the 2022 Street Improvements Project (Divisions 1 and 2)
3. Consideration of bids for the 2022 Street Improvements Project (Divisions 1 and 2)
4. Resolution No. 048 (2021/2022): A Resolution awarding contracts for the 2022 Street Improvements Project (Divisions 1 and 2)

**Note: Council does not have to award contracts on January 24th and can choose to adjourn that action to a later date*

Enclosed you shall find the public hearing notice and the resolution to approve the plans and specs. The full copy of the plans and specs and form of contract will be sent separately from the council packet. They are also available on the City's website under the Projects tab. Also enclosed is the Bid tab and recommendation from HR Green to award the project and the resolution to do so if desired.

B. Amendment Urban Renewal Revitalization Plan

1. Public Hearing on proposed Amendment to the Nevada Urban Revitalization Area
2. Resolution No. 049 (2021/2022): A Resolution Adopting Amendment to the Plan for the Nevada Urban Revitalization Area

Enclosed find the public hearing notice, resolution and plan amendment to adopt the proposed Urban Revitalization Plan.

C. Disposing of City Property, Lot A and Outlot A of Academy Estates

1. Public Hearing
2. Resolution No. 050 (2021/2022): Resolution to Dispose of Real Property

Enclosed is the public hearing notice, resolution and Quit Claim Deed to vacate the property at Academy Circle.

7. OLD BUSINESS

- A. Resolution No. 051 (2021/2022): A Resolution Authorizing and Approving a Community Attraction and Tourism Grant Agreement. Enclosed you shall find a resolution and the CAT agreement for the Field House funding.**

8. NEW BUSINESS

- A. Resolution No. 052 (2021/2022): A Resolution to provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the Field House 2022 Project, and taking of bids therefor. Enclosed you shall find a resolution**

outlining the public hearing and notice to bidders to prepare for the Field House Project.

- B. Ordinance No. 1022 (2021/2022): An Ordinance amending provisions pertaining to Sewer User charges, Chapter 99. **Enclosed you shall find the ordinance increasing the sewer user charges to provide revenue for repayment of the bonds needed for the new wastewater treatment facility.**
- C. Approve NEW Liquor License for Class "C" Beer Permit (BC) for Imperial Reliance LLC, d/b/a Moes Mart #15, 136 Lincoln Highway, Date January 11, 2022. **Enclosed you shall find the application, floor plan and inspection report.**
- D. Approve NEW Liquor License for Class "C" Beer Permit (BC) for Imperial Reliance LLC, d/b/a Moes Mart #16, 731 Lincoln Highway, Date January 11, 2022. **Enclosed you shall find the application, floor plan and inspection report.**
- E. Approve NEW Fiscal Year 2021/2022 Retail Cigarette/Tobacco Permits, beginning January 11, 2022
 - 1. NEW – Moe's Mart #15, 136 Lincoln Highway
 - 2. NEW – Moe's Mart #16, 731 Lincoln Highway**Enclosed are the two tobacco applications for Moe's Mart.**
- F. Approve Tree Trimming Work for the Cemetery
Enclosed find an Action Form with history and bids received.
- G. Approve Purchase of vehicle for the Police Department
Enclosed find an Action Form with history and options along with bids received.

Proof Of Publication in
NEVADA JOURNAL

Item # 4A
Date: 1/24/22

CITY OF NEVADA
1209 6TH STREET
NEVADA, IA 502010530

STATE OF WISCONSIN, BROWN COUNTY

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

CITY OF NEVADA
Public Hearing - 2022 Street Improvement

was published in said newspaper 1 time(s) in issues dated:

January 06, 2022

the last day of said publication being the
6th day of January, 2022

#1437530
NOTICE OF PUBLIC HEARING ON
PROPOSED
PLANS AND SPECIFICATIONS,
FORM OF CONTRACT AND
ESTIMATE OF COST FOR THE
2022 STREET IMPROVEMENTS
NEVADA, IOWA

Notice is Hereby Given: That at
6:00 PM, at the Council Chambers,
City Hall, 1209 6th Street, Nevada,
IA 50201 on January 24, 2022, the
City Council of the City of Nevada,
Iowa (The "City") will hold a public
hearing on the proposed plans
and specifications, form of con-
tract and estimate of cost (the
"Contract Documents") for the
proposed 2022 Street Improve-
ments (the "Project").

The Project shall consist of:

Division 1 -

North 11th Street, from U Ave-
nue to W Avenue: Full-depth as-
phalt reconstruction with storm
sewer improvements, and

Lincoln Highway, from the UPRR
overpass east approximately 1900
feet: Mill and asphalt overlay.

Division 2 -

5-14 (West 3rd Street), from the
Union Pacific Railroad underpass
south to M Avenue: Full-depth
PCC or Asphalt reconstruction
with storm sewer improvements.

Divisions 1 and 2 are not tied
and may be awarded to separate
Bidders.

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

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

Kerin Wright
City Clerk

Published in the Nevada Journal
on January 6, 2021 (1T)

Legal Clerk

Notary Public, State of Wisconsin, County of Brown

My commission expires

sworn to before me and subscribed in my presence by this the 6th
day of January, 2022

FEE: \$27.35
AD #: 0001437530
ACCT: 37490

AMY KOKOTT
Notary Public
State of Wisconsin

RESOLUTION NO. 047 (2021/2022)

Resolution finally approving and confirming plans, specifications, forms of contract and estimate of cost for the 2022 Street Improvements Project (Divisions 1 and 2)

WHEREAS, the City Council of the City of Nevada, Iowa, has heretofore given preliminary approval to the plans, specifications, forms of contract and estimate of cost (the "Contract Documents") for the proposed 2022 Street Improvements Project (Divisions 1 and 2) (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 January 24, 2022;

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 January 24, 2022.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

The Mayor announced that bids for the construction of the 2022 Street Improvements Project (Divisions 1 and 2) had been received before 1:00 p.m., on January 19, 2022, in the office of the City Clerk, City Hall, 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 2022 Street Improvements Project (Divisions 1 and 2) are as follows:

Division 1

<u>Name and Address of Bidder</u>	<u>Amount of Bid</u>
Manatt's, Inc., Ames IA 1775 Old 6 Road Brooklyn IA 52211	\$559,870.00
Con-Struct, Inc., Ames IA 305 South Dayton Ave Ames IA 50010	\$671,587.20

Division 2

<u>Name and Address of Bidder</u>	<u>Amount of Bid</u>
Manatt's, Inc., Ames IA (HMA Option)	\$686,396.20
Con-Struct, Inc., Ames, IA (PCC Option)	\$757,770.00

It was moved by Council Member _____ and seconded by Council Member _____ that this meeting be adjourned to _____, 2022, 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: _____.

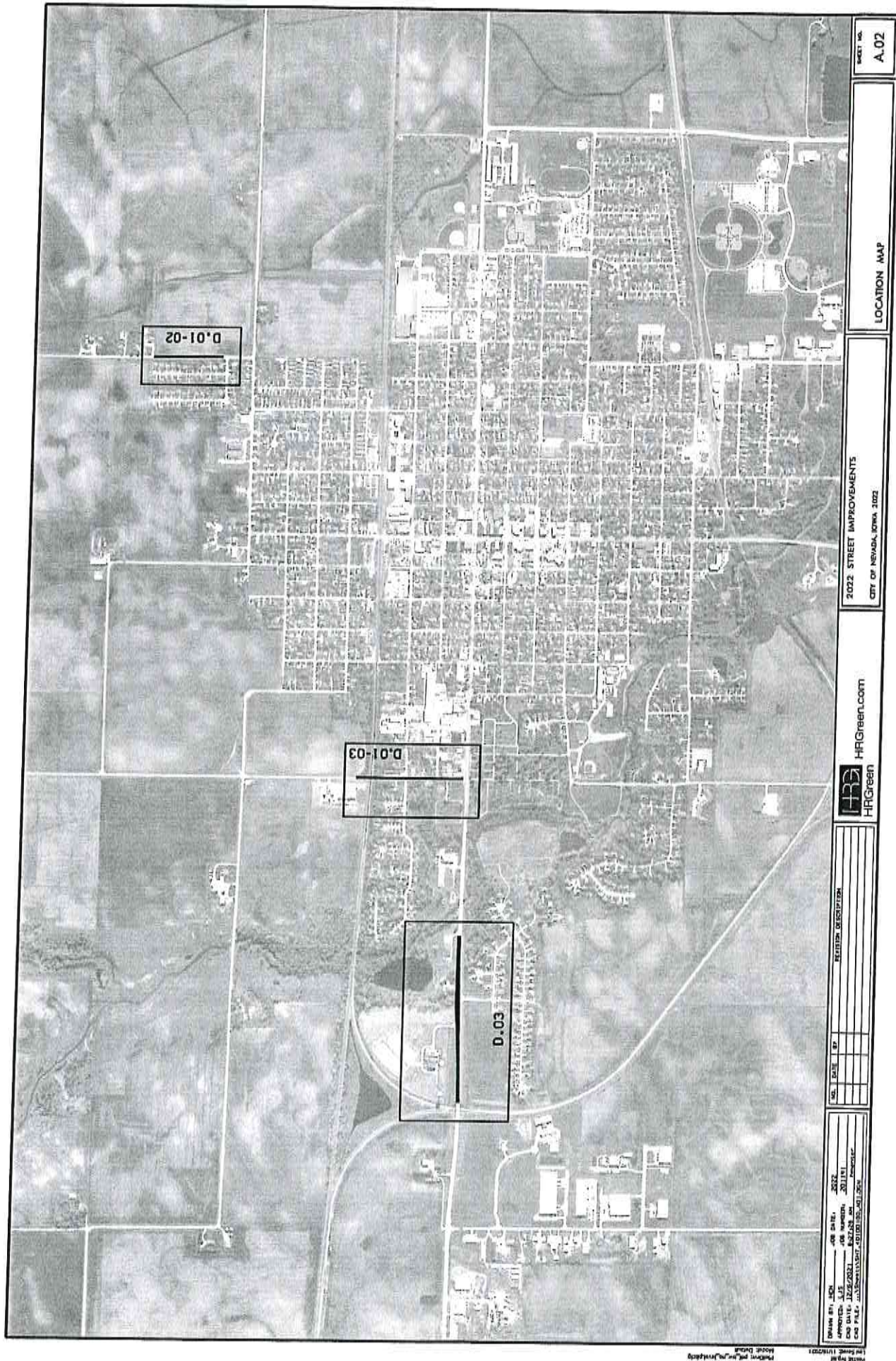
Whereupon, the Mayor declared the said motion duly carried and the meeting was adjourned to the said time and place.

Mayor

Attest:

City Clerk

P.10



SHEET NO.
A.02

LOCATION MAP

2022 STREET IMPROVEMENTS
CITY OF NEWADA, JUNE 2022

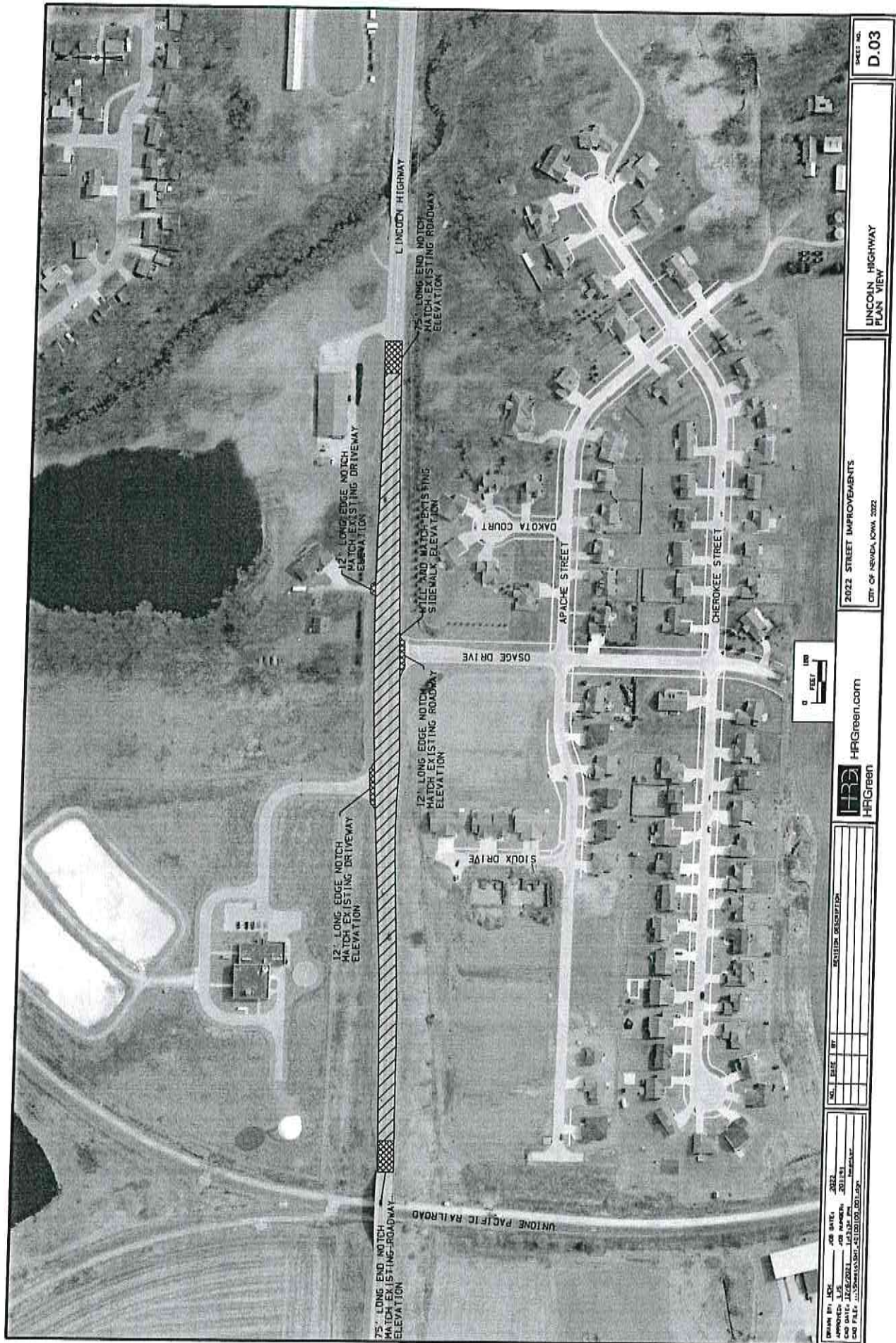
 HRGreen.com
HRGreen

NO.	DATE	BY	REVISION / DESCRIPTION

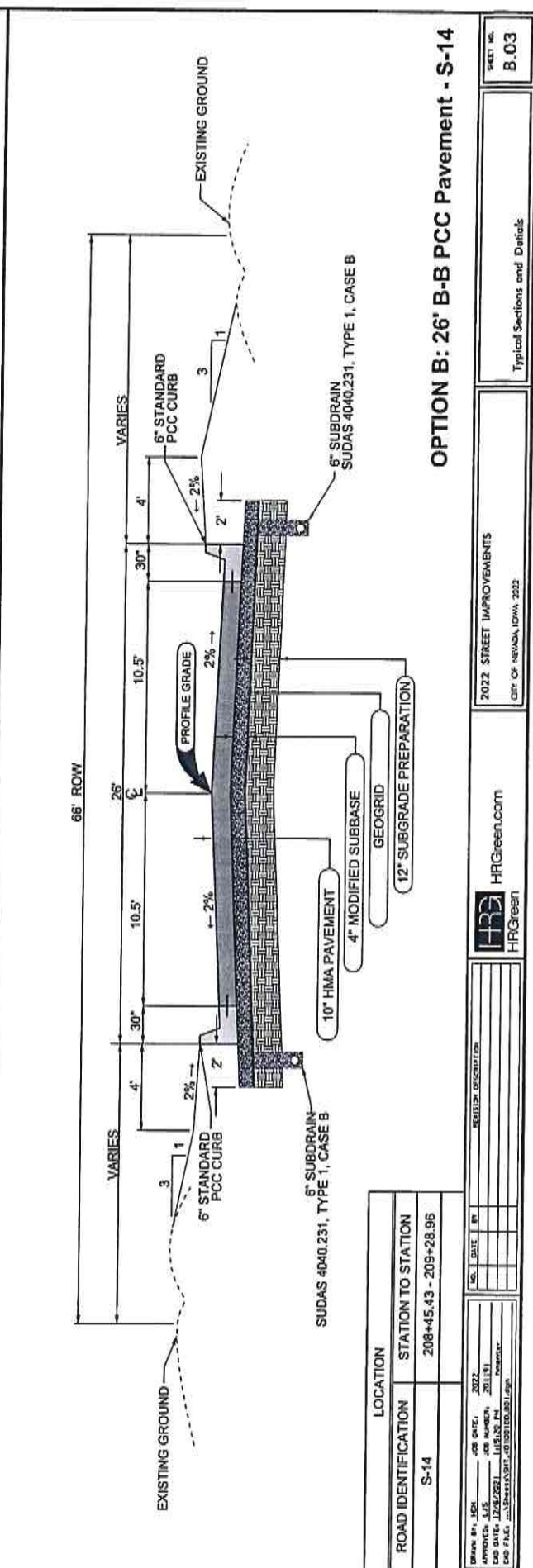
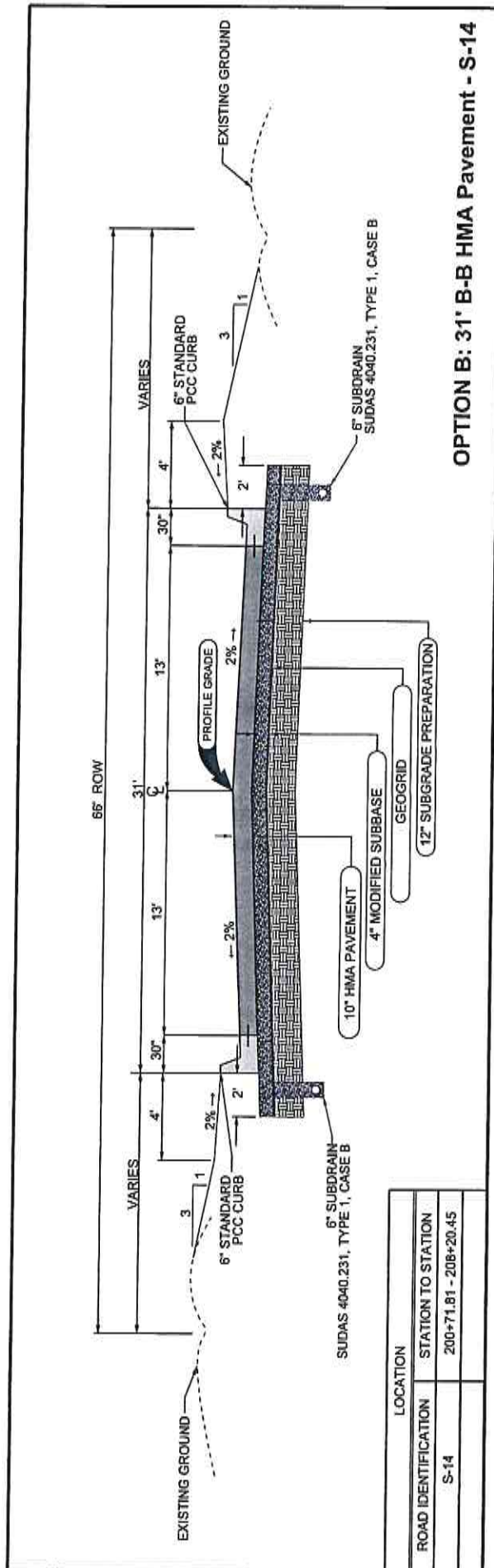
DRAWN BY: JEN
 APPROVED: JJS
 DATE: 12/28/2021
 CDR FILE: ...3322113017-410101-05-001-2021

PROJECT DESCRIPTION					1300-10 1300-11		
THIS PROJECT INCLUDES THE FOLLOWING:							
DIVISION 1 -							
A FULL DEPTH ASPHALT RECONSTRUCTION OF NORTH 11TH STREET WITH STORM SEWER IMPROVEMENTS BETWEEN I AVE AND N AVE AND A HILL AND ASPHALT							
OVERLAY OF LOCKPORT HIGHWAY FROM THE RAILROAD OVERPASS EAST APPROXIMATELY 1800 FEET.							
DIVISION 2 -							
A FULL DEPTH PCC ON ASPHALT RECONSTRUCTION OF S-14 WITH STORM SEWER IMPROVEMENTS FROM THE RAILROAD OVERPASS SOUTH TO H AVE.							

ESTIMATED PROJECT QUANTITIES (1 DIVISION PROJECT)					1300-10 1300-11		
Item No.	Item Code	Item	UNIT	TOTAL	44 84111 271		
DIVISION 1							
1-0-1	2000-1	TOPSOIL ON SITE	CY	330			
1-0-2	2000-2	EROSION CONTROL, CLASS 13	CF	1400			
1-0-3	2000-3	BELOW GRADE EXCAVATION	CF	1400			
1-0-4	2000-4	EROSION CONTROL, CLASS 13	CF	1400			
1-0-5	2000-5	EROSION CONTROL, CLASS 13	CF	1400			
1-0-6	2000-6	EROSION CONTROL, CLASS 13	CF	1400			
1-0-7	2000-7	EROSION CONTROL, CLASS 13	CF	1400			
1-0-8	2000-8	EROSION CONTROL, CLASS 13	CF	1400			
1-0-9	2000-9	EROSION CONTROL, CLASS 13	CF	1400			
1-0-10	2000-10	EROSION CONTROL, CLASS 13	CF	1400			
1-0-11	2000-11	EROSION CONTROL, CLASS 13	CF	1400			
1-0-12	2000-12	EROSION CONTROL, CLASS 13	CF	1400			
1-0-13	2000-13	EROSION CONTROL, CLASS 13	CF	1400			
1-0-14	2000-14	EROSION CONTROL, CLASS 13	CF	1400			
1-0-15	2000-15	EROSION CONTROL, CLASS 13	CF	1400			
1-0-16	2000-16	EROSION CONTROL, CLASS 13	CF	1400			
1-0-17	2000-17	EROSION CONTROL, CLASS 13	CF	1400			
1-0-18	2000-18	EROSION CONTROL, CLASS 13	CF	1400			
1-0-19	2000-19	EROSION CONTROL, CLASS 13	CF	1400			
1-0-20	2000-20	EROSION CONTROL, CLASS 13	CF	1400			
1-0-21	2000-21	EROSION CONTROL, CLASS 13	CF	1400			
1-0-22	2000-22	EROSION CONTROL, CLASS 13	CF	1400			
1-0-23	2000-23	EROSION CONTROL, CLASS 13	CF	1400			
1-0-24	2000-24	EROSION CONTROL, CLASS 13	CF	1400			
1-0-25	2000-25	EROSION CONTROL, CLASS 13	CF	1400			
1-0-26	2000-26	EROSION CONTROL, CLASS 13	CF	1400			
1-0-27	2000-27	EROSION CONTROL, CLASS 13	CF	1400			
1-0-28	2000-28	EROSION CONTROL, CLASS 13	CF	1400			
1-0-29	2000-29	EROSION CONTROL, CLASS 13	CF	1400			
1-0-30	2000-30	EROSION CONTROL, CLASS 13	CF	1400			
1-0-31	2000-31	EROSION CONTROL, CLASS 13	CF	1400			
1-0-32	2000-32	EROSION CONTROL, CLASS 13	CF	1400			
1-0-33	2000-33	EROSION CONTROL, CLASS 13	CF	1400			
1-0-34	2000-34	EROSION CONTROL, CLASS 13	CF	1400			
1-0-35	2000-35	EROSION CONTROL, CLASS 13	CF	1400			







DRAWN BY: JCH APPROVED: JLS DATE: 12/2/2021 DESIGNED: JCH	JOB DATE: 2022 JOB NUMBER: 201181 PROJECT: NEWARK	REVISION DESCRIPTION NO. DATE BY	HRGreen.com HRGreen	2022 STREET IMPROVEMENTS CITY OF NEWARK, IOWA 2022	TYPICAL SECTIONS AND DETAILS	SHEET NO. B.03
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MINUTES OF MEETING TO AWARD
CONTRACTS

420131-104

Nevada, Iowa

_____, 2022

The City Council of the City of Nevada, Iowa, met on _____, 2022, 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 2022 Street Improvements Project (Divisions 1 and 2) 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.



January 20, 2022

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

**Re: 2022 Street Improvements Project
HR Green Project No. 201191**

Dear Jordan:

Bids were received on January 19, 2022 for construction of the above referenced project. I have enclosed a copy of the tabulation of the bids received. All bids have been reviewed for completeness and accuracy.

The bids received are as follows:

Division 1 - Asphalt Construction, Lincoln Highway and 11th Street Segments

Manatt's, Inc. Ames, Iowa	\$ 559,870.00
Con-Struct, Inc. Ames, Iowa	\$ 671,587.20

Division 2 – Reconstruction of S-14 Segment


Manatt's, Inc. (HMA Option) Ames, Iowa	\$ 686,396.20
Con-Struct, Inc. (PCC Option) Ames, Iowa	\$ 757,770.00

The bids for Divisions 1 and 2 from Manatt's, Inc. of Ames, Iowa, are the lowest responsive, responsible bids for each division. The total of the bids from Manatt's, Inc. is \$1,246,266.20, which is approximately 0.9% below the Engineer's Opinion of Probable Cost of \$1,257,886.00.

The bids from Manatt's, Inc. of Ames, Iowa have been reviewed for accuracy and are recommended for award.

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

Sincerely,
HR GREEN, INC.



Larry Stevens, P.E.
Project Manager

Enclosures: Bid Tab for Nevada 2022 Streets Project

cc: file

HRGreen.com

TEL 515.278.2913 FAX 515.278.1846 TOLL FREE 800.728.7805
5525 Merle Hay Road, Suite 200, Johnston, Iowa 50131

HR GREEN, INC.
5825 MERLE HAY RD., STE. 200
JOHNSTON, IOWA 50131
PH: 515-278-2013
FAX: 515-278-1846



BID TABULATION
2022 Street Improvements
City of Nevada, Iowa



Bid Date: January 19, 2022 - 1:00 PM
HR Green Project No. 201191

DIVISION 1

North 10th Street

	Unit	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total
1-A-1 TOPSOIL ON-SITE	CY	330	\$ 30.00	\$ 9,900.00	\$ 50.00	\$ 16,500.00	\$ 18.00	\$ 5,940.00
1-A-2 EXCAVATION, CLASS 13	CY	1,400	\$ 30.00	\$ 42,000.00	\$ 30.00	\$ 42,000.00	\$ 24.00	\$ 33,600.00
1-A-3 BELOW GRADE EXCAVATION	CY	100	\$ 50.00	\$ 5,000.00	\$ 50.00	\$ 5,000.00	\$ 70.00	\$ 7,000.00
1-A-4 SUBGRADE PREPARATION	SY	3,165	\$ 4.00	\$ 12,660.00	\$ 4.00	\$ 12,660.00	\$ 3.10	\$ 9,811.50
1-A-5 SUBGRADE TREATMENT, GEOGRID	SY	3,165	\$ 2.00	\$ 6,330.00	\$ 5.00	\$ 15,825.00	\$ 2.15	\$ 6,804.75
1-A-6 SUBBASE, MODIFIED 4"	SY	3,165	\$ 12.00	\$ 37,980.00	\$ 8.00	\$ 25,320.00	\$ 8.50	\$ 26,902.50
1-A-7 STORM SEWER, TRENCHED, RCP, 12"	LF	40	\$ 85.00	\$ 3,400.00	\$ 150.00	\$ 6,000.00	\$ 89.25	\$ 3,570.00
1-A-8 APRON, PCC, 12"	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00	\$ 840.00	\$ 1,680.00
1-A-9 SUBDRAIN, IADOT DR-303 TYPE BA INSTALLATION, PVC, 6"	LF	2094	\$ 15.00	\$ 31,410.00	\$ 18.00	\$ 37,692.00	\$ 18.50	\$ 38,739.00
1-A-10 SUBDRAIN CLEANOUT, TYPE A-1, PVC, 6"	EA	4	\$ 500.00	\$ 2,000.00	\$ 800.00	\$ 3,200.00	\$ 600.00	\$ 2,400.00
1-A-11 SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 6"	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00	\$ 700.00	\$ 2,800.00
1-A-12 INTAKE ADJUSTMENT, MINOR	EA	2	\$ 48.00	\$ 96.00	\$ 50.00	\$ 100.00	\$ 43.00	\$ 86.00
1-A-13 PAVEMENT, HMA, 8"	SY	2854	\$ 48.00	\$ 136,992.00	\$ 50.00	\$ 142,700.00	\$ 43.00	\$ 122,722.00
1-A-14 HMA PAVEMENT SAMPLES AND TESTING	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00	\$ 700.00	\$ 700.00
1-A-15 REMOVAL OF DRIVEWAY, HMA	SY	70	\$ 12.00	\$ 840.00	\$ 30.00	\$ 2,100.00	\$ 13.50	\$ 945.00
1-A-16 FULL DEPTH PATCHES, PCC	SY	34	\$ 150.00	\$ 5,100.00	\$ 300.00	\$ 10,200.00	\$ 110.00	\$ 3,740.00
1-A-17 GRANULAR SURFACING	TON	75	\$ 30.00	\$ 2,250.00	\$ 50.00	\$ 3,750.00	\$ 58.00	\$ 4,350.00
1-A-18 TEMPORARY TRAFFIC CONTROL	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 7,500.00	\$ 7,500.00	\$ 7,875.00	\$ 7,875.00
1-A-19 SEEDING	AC	0.5	\$ 10,000.00	\$ 5,000.00	\$ 10,000.00	\$ 5,000.00	\$ 2,467.50	\$ 1,233.75
1-A-20 SWPPP MANAGEMENT	LF	1	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 1,312.50	\$ 1,312.50
1-A-21 SILT FENCE	LF	224	\$ 448.00	\$ 100,352.00	\$ 4.00	\$ 896.00	\$ 3.30	\$ 739.20
1-A-22 REMOVAL OF SILT FENCE	LF	224	\$ 1.00	\$ 224.00	\$ 1.00	\$ 224.00	\$ 1.05	\$ 235.20
1-A-23 INLET PROTECTION DEVICE	EA	2	\$ 100.00	\$ 200.00	\$ 150.00	\$ 300.00	\$ 168.00	\$ 336.00
1-A-24 INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL	EA	2	\$ 20.00	\$ 40.00	\$ 50.00	\$ 100.00	\$ 63.00	\$ 126.00
1-A-25 MOBILIZATION	LS	1	\$ 17,000.00	\$ 17,000.00	\$ 38,000.00	\$ 38,000.00	\$ 15,000.00	\$ 15,000.00
North 10th Street Total				\$ 347,634.00		\$ 398,667.00		\$ 302,892.40

Lincoln Highway

1-B-1 HMA PAVEMENT SAMPLES AND TESTING	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 700.00	\$ 700.00
1-B-2 SHOULDER RESTORATION	TON	50	\$ 100.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 50.00	\$ 2,500.00
1-B-3 HMA OVERLAY, 3"	TON	1,802	\$ 100.00	\$ 180,200.00	\$ 100.00	\$ 180,200.00	\$ 92.00	\$ 165,784.00
1-B-4 MILLING	SY	10,679	\$ 3.00	\$ 32,037.00	\$ 3.00	\$ 32,037.00	\$ 3.80	\$ 40,560.20
1-B-5 PAINTED PAVEMENT MARKINGS, DURABLE	STA	81.8	\$ 140.00	\$ 11,452.00	\$ 175.00	\$ 14,315.00	\$ 168.00	\$ 13,729.60
1-B-6 PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	8	\$ 430.00	\$ 3,440.00	\$ 440.00	\$ 3,520.00	\$ 420.00	\$ 3,360.00
1-B-7 GROOVES CUT FOR PAVEMENT MARKINGS	STA	81.8	\$ 110.00	\$ 9,000.00	\$ 77.00	\$ 6,283.20	\$ 73.50	\$ 5,997.00
1-B-8 GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	8	\$ 150.00	\$ 1,200.00	\$ 200.00	\$ 1,600.00	\$ 184.00	\$ 1,472.00
1-B-9 TEMPORARY TRAFFIC CONTROL	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	\$ 7,875.00	\$ 7,875.00
1-B-10 MOBILIZATION	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 25,000.00	\$ 25,000.00	\$ 15,000.00	\$ 15,000.00
Lincoln Highway Total				\$ 268,177.00		\$ 374,936.20		\$ 258,177.60
DIVISION 1 TOTAL				\$ 615,811.00		\$ 773,603.20		\$ 561,070.00

DIVISION 2

5-14 (PCC)

2-A-1 TOPSOIL OFF-SITE	CY	380	\$ 50.00	\$ 19,000.00	\$ 50.00	\$ 19,000.00		
2-A-2 EXCAVATION, CLASS 13	CY	1,687	\$ 30.00	\$ 50,610.00	\$ 30.00	\$ 50,610.00		
2-A-3 SUBGRADE PREPARATION	SY	3,779	\$ 4.00	\$ 15,116.00	\$ 4.00	\$ 15,116.00		
2-A-4 SUBGRADE TREATMENT, GEOGRID	SY	3,779	\$ 2.00	\$ 7,558.00	\$ 5.00	\$ 18,895.00		
2-A-5 SUBBASE, MODIFIED 4"	SY	3,779	\$ 12.00	\$ 45,348.00	\$ 8.00	\$ 30,232.00		
2-A-6 STORM SEWER, TRENCHED, RCP, 15"	LF	512	\$ 70.00	\$ 35,840.00	\$ 90.00	\$ 46,080.00		
2-A-7 STORM SEWER, TRENCHED, RCP, 18"	LF	24	\$ 75.00	\$ 1,800.00	\$ 100.00	\$ 2,400.00		
2-A-8 STORM SEWER, TRENCHED, RCP, 24"	LF	584	\$ 80.00	\$ 46,720.00	\$ 110.00	\$ 64,240.00		
2-A-9 SUBDRAIN, TYPE 1, PVC, 6"	LF	571	\$ 15.00	\$ 8,565.00	\$ 18.00	\$ 10,278.00		
2-A-10 SUBDRAIN CLEANOUT, TYPE A-1, PVC, 6"	EA	1	\$ 500.00	\$ 500.00	\$ 800.00	\$ 800.00		
2-A-11 SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 6"	EA	3	\$ 500.00	\$ 1,500.00	\$ 800.00	\$ 2,400.00		
2-A-12 STORM SEWER MANHOLE, SW-401, 48"	EA	2	\$ 4,000.00	\$ 8,000.00	\$ 4,700.00	\$ 9,400.00		
2-A-13 STORM SEWER INTAKE, SW-507	EA	8	\$ 4,800.00	\$ 38,400.00	\$ 5,800.00	\$ 46,400.00		
2-A-14 STORM SEWER INTAKE, SW-512, 24"	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 3,000.00	\$ 6,000.00		
2-A-15 MANHOLE ADJUSTMENT, MINOR	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00		
2-A-16 PAVEMENT, PCC, 6"	SY	3,379	\$ 75.00	\$ 253,425.00	\$ 80.00	\$ 270,320.00		
2-A-17 PCC PAVEMENT SAMPLES AND TESTING	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00		
2-A-18 REMOVAL OF DRIVEWAY, PCC	SY	184	\$ 15.00	\$ 2,760.00	\$ 20.00	\$ 3,680.00		
2-A-19 DRIVEWAY, PAVED, PCC, 6"	SY	233	\$ 55.00	\$ 12,815.00	\$ 60.00	\$ 13,980.00		
2-A-20 PAVEMENT REMOVAL	SY	2896	\$ 15.00	\$ 43,440.00	\$ 15.00	\$ 43,440.00		
2-A-21 PAINTED PAVEMENT MARKINGS, DURABLE	STA	7.5	\$ 170.00	\$ 1,275.00	\$ 330.00	\$ 2,475.00		
2-A-22 GROOVES CUT FOR PAVEMENT MARKINGS	STA	8	\$ 110.00	\$ 825.00	\$ 3.00	\$ 24.00		
2-A-23 TEMPORARY TRAFFIC CONTROL	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 8,000.00	\$ 8,000.00		
2-A-24 BODDING	SO	130	\$ 60.00	\$ 7,800.00	\$ 100.00	\$ 13,000.00		
2-A-25 SWPPP MANAGEMENT	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00		
2-A-26 SILT FENCE	LF	976	\$ 2.00	\$ 1,952.00	\$ 3.00	\$ 2,928.00		
2-A-27 REMOVAL OF SILT FENCE	LF	976	\$ 1.00	\$ 976.00	\$ 1.00	\$ 976.00		
2-A-28 INLET PROTECTION DEVICE	EA	13	\$ 100.00	\$ 1,300.00	\$ 120.00	\$ 1,560.00		
2-A-29 INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL	EA	13	\$ 20.00	\$ 260.00	\$ 20.00	\$ 260.00		
2-A-30 MOBILIZATION	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 60,000.00	\$ 60,000.00		
5-14 (PCC) Total				\$ 658,365.00		\$ 787,770.00		

5-14 (Asphalt)

2-B-1 TOPSOIL OFF-SITE	CY	380	\$ 50.00	\$ 19,000.00			\$ 80.00	\$ 30,400.00
2-B-2 EXCAVATION, CLASS 13	CY	1,687	\$ 30.00	\$ 50,610.00			\$ 20.00	\$ 33,740.00
2-B-3 SUBGRADE PREPARATION	SY	3,779	\$ 4.00	\$ 15,116.00			\$ 3.20	\$ 12,092.80
2-B-4 SUBGRADE TREATMENT, GEOGRID	SY	3,779	\$ 2.00	\$ 7,558.00			\$ 2.40	\$ 9,069.60
2-B-5 SUBBASE, MODIFIED 4"	SY	3,779	\$ 12.00	\$ 45,348.00			\$ 12.00	\$ 45,348.00
2-B-6 STORM SEWER, TRENCHED, RCP, 15"	LF	512	\$ 70.00	\$ 35,840.00			\$ 88.00	\$ 45,056.00
2-B-7 STORM SEWER, TRENCHED, RCP, 18"	LF	24	\$ 75.00	\$ 1,800.00			\$ 99.00	\$ 2,376.00
2-B-8 STORM SEWER, TRENCHED, RCP, 24"	LF	584	\$ 80.00	\$ 46,720.00			\$ 110.00	\$ 64,240.00
2-B-9 SUBDRAIN, TYPE 1, PVC, 6"	LF	572	\$ 15.00	\$ 8,580.00			\$ 20.00	\$ 11,440.00
2-B-10 SUBDRAIN CLEANOUT, TYPE A-1, PVC, 6"	EA	1	\$ 500.00	\$ 500.00			\$ 700.00	\$ 700.00
2-B-11 SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 6"	EA	3	\$ 500.00	\$ 1,500.00			\$ 600.00	\$ 1,800.00
2-B-12 STORM SEWER MANHOLE, SW-401, 48"	EA	2	\$ 4,000.00	\$ 8,000.00			\$ 4,850.00	\$ 9,700.00
2-B-13 STORM SEWER INTAKE, SW-507	EA	8	\$ 4,800.00	\$ 38,400.00			\$ 5,900.00	\$ 47,200.00
2-B-14 STORM SEWER INTAKE, SW-512, 24"	EA	2	\$ 3,000.00	\$ 6,000.00			\$ 1,500.00	\$ 3,000.00
2-B-15 MANHOLE ADJUSTMENT, MINOR	EA	1	\$ 2,000.00	\$ 2,000.00			\$ 2,200.00	\$ 2,200.00
2-B-16 CURB AND GUTTER, 30"	LF	1818	\$ 18.00	\$ 32,724.00			\$ 43.00	\$ 78,084.00
2-B-17 PAVEMENT, HMA, 10"	SY	2874	\$ 55.00	\$ 158,130.00			\$ 55.00	\$ 158,130.00
2-B-18 HMA PAVEMENT SAMPLES AND TESTING	LS	1	\$ 3,000.00	\$ 3,000.00			\$ 800.00	\$ 800.00
2-B-19 REMOVAL OF DRIVEWAY, PCC	SY	184	\$ 15.00	\$ 2,760.00			\$ 14.00	\$ 2,576.00
2-B-20 DRIVEWAY, PAVED, PCC, 6"	SY	233	\$ 55.00	\$ 12,815.00			\$ 78.00	\$ 18,174.00
2-B-21 PAVEMENT REMOVAL	SY	2896	\$ 15.00	\$ 43,440.00			\$ 9.00	\$ 25,188.00
2-B-22 PAINTED PAVEMENT MARKINGS, DURABLE	STA	7.5	\$ 170.00	\$ 1,275.00			\$ 330.00	\$ 2,475.00
2-B-23 GROOVES CUT FOR PAVEMENT MARKINGS	STA	8	\$ 110.00	\$ 825.00			\$ 440.00	\$ 3,520.00
2-B-24 TEMPORARY TRAFFIC CONTROL	LS	1	\$ 20,000.00	\$ 20,000.00			\$ 15,000.00	\$ 15,000.00
2-B-25 BODDING	SO	130	\$ 60.00	\$ 7,800.00			\$ 82.50	\$ 10,725.00
2-B-26 SWPPP MANAGEMENT	LS	1	\$ 2,000.00	\$ 2,000.00			\$ 1,400.00	\$ 1,400.00
2-B-27 SILT FENCE	LF	976	\$ 2.00	\$ 1,952.00			\$ 2.05	\$ 2,000.80
2-B-28 REMOVAL OF SILT FENCE	LF	976	\$ 1.00	\$ 976.00			\$ 0.25	\$ 244.00
2-B-29 INLET PROTECTION DEVICE	EA	13	\$ 100.00	\$ 1,300.00			\$ 175.00	\$ 2,275.00
2-B-30 INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL	EA	13	\$ 20.00	\$ 260.00			\$ 32.00	\$ 416.00
2-B-31 MOBILIZATION	LS	1	\$ 23,000.00	\$ 23,000.00			\$ 40,000.00	\$ 40,000.00
5-14 (Asphalt) Total				\$ 641,975.00				\$ 686,396.20
Total Divisions 1 and 2				\$ 1,257,886.00		\$ 1,429,357.20		\$ 1,246,266.20

Kerin Wright

From: Stevens, Larry <lstevens@hrgreen.com>
Sent: Thursday, January 20, 2022 8:39 AM
To: Jordan Cook; Kerin Wright
Cc: Manternach, Holly; Jeremy Rydl; Ryan Hutton
Subject: Bids - Nevada 2022 Street Improvements
Attachments: ltr-012022-Nevada_2022 Streets_Award Rec.pdf; BidTab-011422-Nevada_2022_Street_Improvements.pdf

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

Jordan and Kerin,

Attached is a letter recommending award of the 2022 Street Improvements Project, along with the bid tabulation from yesterday's bid opening. Let me know if you have any questions.

As noted, the low bid for each division was submitted by Manatt's. The total of the bids was very close to our OPC, about 0.9% below our estimate. With Manatt's submitting the low bid for both divisions, this will significantly benefit the City with only having to deal with one General Contractor. In a follow-up conversation with Manatt's, I was told their current plan is do all work with their crews. That may change depending on their workload. They're not sure of their schedule yet, but work may begin early spring when conditions allow.

Larry J. Stevens, PE, PWLF

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



5525 Merle Hay Road | Suite 200 | Johnston, IA 50131-1448
Main 515.278.2913 | **Fax** 515.278.1846 | **Direct** 515.657.5273 | **Cell** 641.660.0369
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**PROPOSAL
2022 STREET IMPROVEMENTS
NEVADA, IOWA**

PROPOSAL: PART A – SCOPE

The City of Nevada, Iowa, 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:

Division 1 -

North 11th Street, from U Avenue to W Avenue: Full-depth asphalt reconstruction with storm sewer improvements, and Lincoln Highway, from the UPRR overpass east approximately 1900 feet: Mill and asphalt overlay.

Division 2 -

S-14 (West 3rd Street), from the Union Pacific Railroad underpass south to M Avenue: Full-depth PCC or Asphalt reconstruction with storm sewer improvements.

Divisions 1 and 2 are not tied and may be awarded to separate Bidders.

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 November 1, 2022; and
5. Fully complete the project on or before December 1, 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 & 00/100 Dollars (\$500.00) 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;

PROPOSAL

- 2 -

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

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 C 0 9 9 5 - 1 9 issued
By the Iowa Commissioner of Labor Pursuant
Section 91C.5 of the Iowa Code.

Manatts Inc.

Bidder

Signature

By

Jeff Cirks

Name (Print/Type)

Project Manager

Title

2120 E 13th Street

Street Address

Ames, IA 50010

City, State, Zip Code

515-233-2005

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.

**PROPOSAL
2022 STREET IMPROVEMENTS
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 Costs for Division 1 and Division 2 for comparison of bids.

The Bidder understands Division 1 and Division 2 are not tied and may be awarded to separate Bidders. The Bidder also understands that they may submit a bid for one or both options of Division 2.

Item No.	Item	Unit	Quantity	Unit Price	Total
DIVISION 1					
North 11th Street					
1-A-1	TOPSOIL ON-SITE	CY	330	\$ 19	\$ 6270
1-A-2	EXCAVATION, CLASS 13	CY	1400	\$ 24	\$ 33,600
1-A-3	BELOW GRADE EXCAVATION	CY	100	\$ 70	\$ 7,000
1-A-4	SUBGRADE PREPARATION	SY	3165	\$ 3.10	\$ 9,811.50
1-A-5	SUBGRADE TREATMENT, GEOGRID	SY	3165	\$ 2.15	\$ 6,804.75
1-A-6	SUBBASE, MODIFIED 4"	SY	3165	\$ 8.50	\$ 26,902.50
1-A-7	STORM SEWER, TRENCHED, RCP, 12"	LF	40	\$ 89.25	\$ 3,570
1-A-8	APRON, PCC, 12"	EA	2	\$ 840	\$ 1,680
1-A-9	SUBDRAIN, IADOT DR-303 TYPE 8A INSTALLATION, PVC, 6"	LF	2094	\$ 18.50	\$ 38,739
1-A-10	SUBDRAIN CLEANOUT, TYPE A-1, PVC, 6"	EA	4	\$ 600	\$ 2,400
1-A-11	SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 6"	EA	4	\$ 700	\$ 2,800
1-A-12	INTAKE ADJUSTMENT, MINOR	EA	2	\$ 2,000	\$ 4,000
1-A-13	PAVEMENT, HMA, 8"	SY	2854	\$ 43	\$ 122,722
1-A-14	HMA PAVEMENT SAMPLES AND TESTING	LS	1	\$ 700	\$ 700
1-A-15	REMOVAL OF DRIVEWAY, HMA	SY	70	\$ 13.50	\$ 945
1-A-16	FULL DEPTH PATCHES, PCC	SY	34	\$ 110	\$ 3,740
1-A-17	GRANULAR SURFACING	TON	75	\$ 58	\$ 4,350
1-A-18	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 7,875	\$ 7,875
1-A-19	SEEDING	AC	0.5	\$ 2,467.50	\$ 1,233.75
1-A-20	SWPPP MANAGEMENT	LS	1	\$ 1,312.50	\$ 1315.50
1-A-21	SILT FENCE	LF	224	\$ 3.30	\$ 739.20
1-A-22	REMOVAL OF SILT FENCE	LF	224	\$ 1.05	\$ 235.20
1-A-23	INLET PROTECTION DEVICE	EA	2	\$ 168	\$ 336

Item No.	Item	Unit	Quantity	Unit Price	Total
1-A-24	INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL	EA	2	\$ 63	\$ 126
1-A-25	MOBILIZATION	LS	1	\$ 15,000	\$ 15,000
North 11 th Street Total				\$ 302,892.40	
Lincoln Highway					
1-B-1	HMA PAVEMENT SAMPLES AND TESTING	LS	1	\$ 700	\$ 700
1-B-2	SHOULDER RESTORATION	TON	50	\$ 50	\$ 2,500
1-B-3	HMA OVERLAY, 3"	TON	1802	\$ 92	\$ 165,784
1-B-4	MILLING	SY	10,679	\$ 3.80	\$ 40,580.20
1-B-5	PAINTED PAVEMENT MARKINGS, DURABLE	STA	81.6	\$ 168	\$ 13,708.80
1-B-6	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	8	\$ 420	\$ 3,360
1-B-7	GROOVES CUT FOR PAVEMENT MARKINGS	STA	81.6	\$ 73.50	\$ 5,997.60
1-B-8	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	8	\$ 184	\$ 1,472
1-B-9	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 7,875	\$ 7875
1-B-10	MOBILIZATION	LS	1	\$ 15,000	\$ 15,000
Lincoln Highway Total				\$ 256,977.60	
DIVISION 1 TOTAL				\$ 559,870	
DIVISION 2					
S-14 (PCC)					
2-A-1	TOPSOIL OFF-SITE	CY	360	\$	\$
2-A-2	EXCAVATION, CLASS 13	CY	1687	\$	\$
2-A-3	SUBGRADE PREPARATION	SY	3779	\$	\$
2-A-4	SUBGRADE TREATMENT, GEOGRID	SY	3779	\$	\$
2-A-5	SUBBASE, MODIFIED 4"	SY	3779	\$	\$
2-A-6	STORM SEWER, TRENCHED, RCP, 15"	LF	512	\$	\$
2-A-7	STORM SEWER, TRENCHED, RCP, 18"	LF	24	\$	\$
2-A-8	STORM SEWER, TRENCHED, RCP, 24"	LF	584	\$	\$
2-A-9	SUBDRAIN, TYPE 1, PVC, 6"	LF	571	\$	\$
2-A-10	SUBDRAIN CLEANOUT, TYPE A-1, PVC, 6"	EA	1	\$	\$
2-A-11	SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 6"	EA	3	\$	\$
2-A-12	STORM SEWER MANHOLE, SW-401, 48"	EA	2	\$	\$
2-A-13	STORM SEWER INTAKE, SW-507	EA	8	\$	\$
2-A-14	STORM SEWER INTAKE, SW-512, 24"	EA	2	\$	\$
2-A-15	MANHOLE ADJUSTEMENT, MINOR	EA	1	\$	\$

Item No.	Item	Unit	Quantity	Unit Price	Total
2-A-16	PAVEMENT, PCC, 9"	SY	3379	\$	\$
2-A-17	PCC PAVEMENT SAMPLES AND TESTING	LS	1	\$	\$
2-A-18	REMOVAL OF DRIVEWAY, PCC	SY	184	\$	\$
2-A-19	DRIVEWAY, PAVED, PCC, 6"	SY	233	\$	\$
2-A-20	PAVEMENT REMOVAL	SY	2896	\$	\$
2-A-21	PAINTED PAVEMENT MARKINGS, DURABLE	STA	7.5	\$	\$
2-A-22	GROOVES CUT FOR PAVEMENT MARKINGS	STA	7.5	\$	\$
2-A-23	TEMPORARY TRAFFIC CONTROL	LS	1	\$	\$
2-A-24	SODDING	SQ	130	\$	\$
2-A-25	SWPPP MANAGEMENT	LS	1	\$	\$
2-A-26	SILT FENCE	LF	976	\$	\$
2-A-27	REMOVAL OF SILT FENCE	LF	976	\$	\$
2-A-28	INLET PROTECTION DEVICE	EA	13	\$	\$
2-A-29	INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL	EA	13	\$	\$
2-A-30	MOBILIZATION	LS	1	\$	\$
S-14 (PCC) Total				\$	
S-14 (Asphalt)					
2-B-1	TOPSOIL OFF-SITE	CY	360	\$ 80	\$ 28,800
2-B-2	EXCAVATION, CLASS 13	CY	1687	\$ 26	\$ 43,862
2-B-3	SUBGRADE PREPARATION	SY	3779	\$ 3.20	\$ 12,092.80
2-B-4	SUBGRADE TREATMENT, GEOGRID	SY	3779	\$ 2.40	\$ 9,069.60
2-B-5	SUBBASE, MODIFIED 4"	SY	3779	\$ 12	\$ 45,348
2-B-6	STORM SEWER, TRENCHED, RCP, 15"	LF	512	\$ 88	\$ 45,056
2-B-7	STORM SEWER, TRENCHED, RCP, 18"	LF	24	\$ 99	\$ 2,376
2-B-8	STORM SEWER, TRENCHED, RCP, 24"	LF	584	\$ 110	\$ 64,240
2-B-9	SUBDRAIN, TYPE 1, PVC, 6"	LF	572	\$ 20	\$ 11,440
2-B-10	SUBDRAIN CLEANOUT, TYPE A-1, PVC, 6"	EA	1	\$ 700	\$ 700
2-B-11	SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 6"	EA	3	\$ 800	\$ 2,400
2-B-12	STORM SEWER MANHOLE, SW-401, 48"	EA	2	\$ 4,950	\$ 9,900
2-B-13	STORM SEWER INTAKE, SW-507	EA	8	\$ 5,900	\$ 47,200
2-B-14	STORM SEWER INTAKE, SW-512, 24"	EA	2	\$ 1,500	\$ 3,000
2-B-15	MANHOLE ADJUSTEMENT, MINOR	EA	1	\$ 2,200	\$ 2,200
2-B-16	CURB AND GUTTER, 30"	LF	1816	\$ 43	\$ 78,088
2-B-17	PAVEMENT, HMA, 10"	SY	2874	\$ 55	\$ 158,070

Item No.	Item	Unit	Quantity	Unit Price	Total
2-B-18	HMA PAVEMENT SAMPLES AND TESTING	LS	1	\$ 800	\$ 800
2-B-19	REMOVAL OF DRIVEWAY, PCC	SY	184	\$ 14	\$ 2,576
2-B-20	DRIVEWAY, PAVED, PCC, 6"	SY	233	\$ 78	\$ 18,174
2-B-21	PAVEMENT REMOVAL	SY	2896	\$ 8	\$ 23,168
2-B-22	PAINTED PAVEMENT MARKINGS, DURABLE	STA	7.5	\$ 330	\$ 2,475
2-B-23	GROOVES CUT FOR PAVEMENT MARKINGS	STA	7.5	\$ 440	\$ 3,300
2-B-24	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 15,000	\$ 15,000
2-B-25	SODDING	SQ	130	\$ 82.50	\$ 10,725
2-B-26	SWPPP MANAGEMENT	LS	1	\$ 1,400	\$ 1,400
2-B-27	SILT FENCE	LF	976	\$ 2.05	\$ 2,000.80
2-B-28	REMOVAL OF SILT FENCE	LF	976	\$.25	\$ 244
2-B-29	INLET PROTECTION DEVICE	EA	13	\$ 175	\$ 2,275
2-B-30	INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL	EA	13	\$ 32	\$ 416
2-B-31	MOBILIZATION	LS	1	\$ 40,000	\$ 40,000
S-14 (Asphalt) Total				\$ 686,396.20	

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 BID SHALL NOT AFFECT THE UNIT PRICE BID.

Manatts Inc
Bidder

**PROPOSAL
2022 STREET IMPROVEMENTS
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 Costs for Division 1 and Division 2 for comparison of bids.

The Bidder understands Division 1 and Division 2 are not tied and may be awarded to separate Bidders. The Bidder also understands that they may submit a bid for one or both options of Division 2.

Item No.	Item	Unit	Quantity	Unit Price	Total
DIVISION 1					
North 11th Street					
1-A-1	TOPSOIL ON-SITE	CY	330	\$ 50	\$ 16500
1-A-2	EXCAVATION, CLASS 13	CY	1400	\$ 30	\$ 42000
1-A-3	BELOW GRADE EXCAVATION	CY	100	\$ 50	\$ 5000
1-A-4	SUBGRADE PREPARATION	SY	3165	\$ 4	\$ 12660
1-A-5	SUBGRADE TREATMENT, GEOGRID	SY	3165	\$ 5	\$ 15825
1-A-6	SUBBASE, MODIFIED 4"	SY	3165	\$ 8	\$ 25320
1-A-7	STORM SEWER, TRENCHED, RCP, 12"	LF	40	\$ 150	\$ 6000
1-A-8	APRON, PCC, 12"	EA	2	\$ 3000	\$ 6000
1-A-9	SUBDRAIN, IADOT DR-303 TYPE 8A INSTALLATION, PVC, 6"	LF	2094	\$ 18	\$ 37692
1-A-10	SUBDRAIN CLEANOUT, TYPE A-1, PVC, 6"	EA	4	\$ 800	\$ 3200
1-A-11	SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 6"	EA	4	\$ 800	\$ 3200
1-A-12	INTAKE ADJUSTMENT, MINOR	EA	2	\$ 3000	\$ 6000
1-A-13	PAVEMENT, HMA, 8"	SY	2854	\$ 50	\$ 142700
1-A-14	HMA PAVEMENT SAMPLES AND TESTING	LS	1	\$ 1500	\$ 1500
1-A-15	REMOVAL OF DRIVEWAY, HMA	SY	70	\$ 30	\$ 2100
1-A-16	FULL DEPTH PATCHES, PCC	SY	34	\$ 300	\$ 10200
1-A-17	GRANULAR SURFACING	TON	75	\$ 50	\$ 3750
1-A-18	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 7500	\$ 7500
1-A-19	SEEDING	AC	0.5	\$ 10000	\$ 5000
1-A-20	SWPPP MANAGEMENT	LS	1	\$ 5000	\$ 5000
1-A-21	SILT FENCE	LF	224	\$ 4	\$ 896
1-A-22	REMOVAL OF SILT FENCE	LF	224	\$ 1	\$ 224
1-A-23	INLET PROTECTION DEVICE	EA	2	\$ 150	\$ 300

Item No.	Item	Unit	Quantity	Unit Price	Total
1-A-24	INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL	EA	2	\$ 50	\$ 100
1-A-25	MOBILIZATION	LS	1	\$ 38000	\$ 38000
North 11 th Street Total				\$	396667.00
Lincoln Highway					
1-B-1	HMA PAVEMENT SAMPLES AND TESTING	LS	1	\$ 1500	\$ 1500
1-B-2	SHOULDER RESTORATION	TON	50	\$ 50	\$ 2500
1-B-3	HMA OVERLAY, 3"	TON	1802	\$ 100	\$ 180200
1-B-4	MILLING	SY	10,679	\$ 3	\$ 32037
1-B-5	PAINTED PAVEMENT MARKINGS, DURABLE	STA	81.6	\$ 175	\$ 14280
1-B-6	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	8	\$ 440	\$ 3520
1-B-7	GROOVES CUT FOR PAVEMENT MARKINGS	STA	81.6	\$ 77	\$ 6283.20
1-B-8	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	8	\$ 200	\$ 1600
1-B-9	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 8000	\$ 8000
1-B-10	MOBILIZATION	LS	1	\$ 25000	\$ 25000
Lincoln Highway Total				\$	274920.20
DIVISION 1 TOTAL				\$	671587.20
DIVISION 2					
S-14 (PCC)					
2-A-1	TOPSOIL OFF-SITE	CY	360	\$ 50	\$ 18000
2-A-2	EXCAVATION, CLASS 13	CY	1687	\$ 30	\$ 50610
2-A-3	SUBGRADE PREPARATION	SY	3779	\$ 4	\$ 15116
2-A-4	SUBGRADE TREATMENT, GEOGRID	SY	3779	\$ 5	\$ 18895
2-A-5	SUBBASE, MODIFIED 4"	SY	3779	\$ 8	\$ 30232
2-A-6	STORM SEWER, TRENCHED, RCP, 15"	LF	512	\$ 90	\$ 46080
2-A-7	STORM SEWER, TRENCHED, RCP, 18"	LF	24	\$ 100	\$ 2400
2-A-8	STORM SEWER, TRENCHED, RCP, 24"	LF	584	\$ 110	\$ 64240
2-A-9	SUBDRAIN, TYPE 1, PVC, 6"	LF	571	\$ 18	\$ 10278
2-A-10	SUBDRAIN CLEANOUT, TYPE A-1, PVC, 6"	EA	1	\$ 800	\$ 800
2-A-11	SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 6"	EA	3	\$ 800	\$ 2400
2-A-12	STORM SEWER MANHOLE, SW-401, 48"	EA	2	\$ 4700	\$ 9400
2-A-13	STORM SEWER INTAKE, SW-507	EA	8	\$ 5800	\$ 46400
2-A-14	STORM SEWER INTAKE, SW-512, 24"	EA	2	\$ 3000	\$ 6000
2-A-15	MANHOLE ADJUSTEMENT, MINOR	EA	1	\$ 3000	\$ 3000

Item No.	Item	Unit	Quantity	Unit Price	Total
2-A-16	PAVEMENT, PCC, 9"	SY	3379	\$ 80	\$ 270,320
2-A-17	PCC PAVEMENT SAMPLES AND TESTING	LS	1	\$ 5000	\$ 5000
2-A-18	REMOVAL OF DRIVEWAY, PCC	SY	184	\$ 20	\$ 3680
2-A-19	DRIVEWAY, PAVED, PCC, 6"	SY	233	\$ 60	\$ 13,980
2-A-20	PAVEMENT REMOVAL	SY	2896	\$ 15	\$ 43,440
2-A-21	PAINTED PAVEMENT MARKINGS, DURABLE	STA	7.5	\$ 330	\$ 2,475
2-A-22	GROOVES CUT FOR PAVEMENT MARKINGS	STA	7.5	\$ 440	\$ 3,300
2-A-23	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 8000	\$ 8000
2-A-24	SODDING	SQ	130	\$ 100	\$ 13,000
2-A-25	SWPPP MANAGEMENT	LS	1	\$ 5000	\$ 5000
2-A-26	SILT FENCE	LF	976	\$ 3	\$ 2,928
2-A-27	REMOVAL OF SILT FENCE	LF	976	\$ 1	\$ 976
2-A-28	INLET PROTECTION DEVICE	EA	13	\$ 120	\$ 1,560
2-A-29	INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL	EA	13	\$ 20	\$ 260
2-A-30	MOBILIZATION	LS	1	\$ 60000	\$ 757,770.00
S-14 (PCC) Total				\$	
S-14 (Asphalt)					
2-B-1	TOPSOIL OFF-SITE	CY	360	\$	\$ No Bid
2-B-2	EXCAVATION, CLASS 13	CY	1687	\$	\$
2-B-3	SUBGRADE PREPARATION	SY	3779	\$	\$
2-B-4	SUBGRADE TREATMENT, GEOGRID	SY	3779	\$	\$
2-B-5	SUBBASE, MODIFIED 4"	SY	3779	\$	\$
2-B-6	STORM SEWER, TRENCHED, RCP, 15"	LF	512	\$	\$
2-B-7	STORM SEWER, TRENCHED, RCP, 18"	LF	24	\$	\$
2-B-8	STORM SEWER, TRENCHED, RCP, 24"	LF	584	\$	\$
2-B-9	SUBDRAIN, TYPE 1, PVC, 6"	LF	572	\$	\$
2-B-10	SUBDRAIN CLEANOUT, TYPE A-1, PVC, 6"	EA	1	\$	\$
2-B-11	SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 6"	EA	3	\$	\$
2-B-12	STORM SEWER MANHOLE, SW-401, 48"	EA	2	\$	\$
2-B-13	STORM SEWER INTAKE, SW-507	EA	8	\$	\$
2-B-14	STORM SEWER INTAKE, SW-512, 24"	EA	2	\$	\$
2-B-15	MANHOLE ADJUSTMENT, MINOR	EA	1	\$	\$
2-B-16	CURB AND GUTTER, 30"	LF	1816	\$	\$
2-B-17	PAVEMENT, HMA, 10"	SY	2874	\$	\$

Item No.	Item	Unit	Quantity	Unit Price	Total
2-B-18	HMA PAVEMENT SAMPLES AND TESTING	LS	1	\$	\$
2-B-19	REMOVAL OF DRIVEWAY, PCC	SY	184	\$	\$
2-B-20	DRIVEWAY, PAVED, PCC, 6"	SY	233	\$	\$
2-B-21	PAVEMENT REMOVAL	SY	2896	\$	\$
2-B-22	PAINTED PAVEMENT MARKINGS, DURABLE	STA	7.5	\$	\$
2-B-23	GROOVES CUT FOR PAVEMENT MARKINGS	STA	7.5	\$	\$
2-B-24	TEMPORARY TRAFFIC CONTROL	LS	1	\$	\$
2-B-25	SODDING	SQ	130	\$	\$
2-B-26	SWPPP MANAGEMENT	LS	1	\$	\$
2-B-27	SILT FENCE	LF	976	\$	\$
2-B-28	REMOVAL OF SILT FENCE	LF	976	\$	\$
2-B-29	INLET PROTECTION DEVICE	EA	13	\$	\$
2-B-30	INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL	EA	13	\$	\$
2-B-31	MOBILIZATION	LS	1	\$	\$
S-14 (Asphalt) Total				\$	<i>No Bid</i>

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 BID SHALL NOT AFFECT THE UNIT PRICE BID.


Bidder

Con-Struct Inc
305 South Dayton Ave
Ames, IA 50010

RESOLUTION NO. 048 (2021/2022)

Resolution awarding contract for the 2022 Street Improvements Project (Divisions 1 and 2)

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 2022 Street Improvements Project (Divisions 1 and 2) (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 contracts for the Project;

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

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

Division 1

<u>Name and Address of Contractor</u>	<u>Amount of Bid</u>
Manatt's, Inc.	\$559,870.00
1775 Old 6 Road	
Brooklyn IA 52211	

Division 2

<u>Name and Address of Contractor</u>	<u>Amount of Bid</u>
Manatt's, Inc.	\$686,396.20
1775 Old 6 Road	
Brooklyn IA 52211	

Section 2. The contracts for the Project are hereby awarded to such contractors at the total estimated costs 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 contracts 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 bidders' written proposals.

Section 3. The Mayor and City Clerk are hereby authorized and ordered to enter into a written contract with each of the said contractors for the Project, but only after each 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 contracts or surety bonds.

Section 4. The amount of each 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 January 24, 2022.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

• • • •

On motion and vote, the meeting adjourned.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

January 18, 2022

VIA EMAIL

Kerin Wright
City Clerk/City Hall
Nevada, Iowa

Re: 2022 Street Improvements Project (Divisions 1 and 2)
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 contracts for the 2022 Street Improvements Project (Divisions 1 and 2).

The materials attached include the following items:

1. Minutes of the January 24, 2022, 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 forms of contract.
3. Further minutes of the January 24, 2022, 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 contracts 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 contracts, fixing the amount of the performance and/or payment bonds and authorizing the execution of the contracts, 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

Proof Of Publication in
NEVADA JOURNAL

Item # 4B
Date: 1/24/22

CITY OF NEVADA
1209 6TH STREET
NEVADA, IA 502010530

STATE OF WISCONSIN, BROWN COUNTY

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

CITY OF NEVADA
Public Hearing - Dispose of Oak Park St.

was published in said newspaper 1 time(s) in issues dated:

January 13, 2022

the last day of said publication being the
13th day of January, 2022

#1440541
NOTICE OF PUBLIC HEARING ON
PROPOSED VACATION AND
DISPOSAL OF PROPERTY

The City Council of the City of
Nevada, Iowa will conduct a pub-
lic hearing on the proposed vaca-
tion and disposal of property on
January 24, 2022 at 6:00 p.m. in the
Council Chambers located at 1209
6th Street, Nevada, Iowa 50201, at
which time the Council will hear
public comment and receive ob-
jections to the vacation of prop-
erty from any interested party. The
real property subject to this pro-
posed disposal is described as fol-
lows:

Lot A (the street known as
"Academy Circle") and Outlot A in
Academy Estates, Nevada, Iowa.

You may attend said hearing to
express your views concerning
the proposed disposal of real
property or you may submit your
comments in writing to the City
Clerk no later than 4:00 o'clock
p.m. on the 24th day of January,
2022. At the conclusion of the pub-
lic hearing, the Council will con-
sider a resolution to vacate and
dispose of the above-described
property. Additional information is
available at City Hall.

CITY OF NEVADA, IOWA
Kerin Wright, City Clerk

Published in the Nevada Journal
on January 13, 2022 (1T)

Legal Clerk

Notary Public, State of Wisconsin, County of Brown

My commission expires

sworn to before me and subscribed in my presence by this the
13th day of January, 2022

FEE: \$20.64
AD #: 0001440541
ACCT: 37490

AMY KOKOTT
Notary Public
State of Wisconsin

RESOLUTION NO. 049 (2021/2022)

Resolution Adopting Amendment to the Plan for the Nevada Urban Revitalization Area

WHEREAS, pursuant to the provisions of Chapter 404 of the Code of Iowa (the "Code") the City of Nevada, Iowa (the "City"), has designated an area of the City as the Nevada Urban Revitalization Area (the "Urban Revitalization Area") and has adopted an Urban Revitalization Plan (the "Plan") for the governance of projects and initiatives to be undertaken therein; and

WHEREAS, it has been proposed that the Plan be amended to update the property tax exemption schedules for the residential property tax classification; and

WHEREAS, pursuant to the provisions of the Code, before amending the Plan, the City must prepare an amendment to the Plan, hold a public hearing thereon, and otherwise comply with the procedures set forth therein; and

WHEREAS, an amendment (the "Amendment") to the Plan has been prepared and presented to the City Council for consideration in accordance with the provisions of the Code, said Amendment being in a form and having the contents as set forth in Exhibit A attached hereto and by this reference made a part hereof; and

WHEREAS, pursuant to the provisions of the Code, the City Council has held a public hearing on the Amendment on January 24, 2022;

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

Section 1. The Amendment is hereby adopted in the form attached hereto as Exhibit A.

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

Passed and approved January 24, 2022.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

EXHIBIT A
PLAN AMENDMENT

By virtue of this amendment, the Urban Revitalization Plan (the "Plan") for the Nevada Urban Revitalization Area (the "Urban Revitalization Area") is hereby amended as follows:

Section 1. Section K of the Plan is hereby amended to read as follows:

Residential Improvements (Single-family/duplexes)

All qualified real estate assessed as residential property, excluding property classified as residential property under Section 441.21, subsection 14, paragraph "a", subparagraph (6) of the Code of Iowa, is eligible to receive a 100% exemption from taxation for a period of three years on the actual value by the improvements.

Residential Improvements (Multiresidential)

All qualified real estate assessed as residential property under Section 441.21, subsection 14, paragraph "a", subparagraph (6) of the Code of Iowa is eligible to receive a partial exemption from taxation for a period of five years, as follows:

For the first year, an exemption from taxation on 75% of the actual value added.

For the second year, an exemption from taxation on 60% of the actual value added.

For the third year, an exemption from taxation on 50% of the actual value added.

For the fourth year, an exemption from taxation on 50% of the actual value added.

For the fifth year, an exemption from taxation on 25% of the actual value added.



January 18, 2022

Via Email

Kerin Wright
City Clerk/City Hall
Nevada, IA

Re: Nevada Urban Revitalization Area
Our File No. 420131-105

Dear Kerin:

We have prepared and attach proceedings covering the hearing on the proposal to approve an amendment to the plan (the "Amendment") for the Nevada Urban Revitalization Area and the adoption of the Resolution approving the Amendment. These proceedings include the following items:

1. Minutes of the public hearing on the Amendment.
2. Resolution adopting the Amendment.
3. Attestation Certificate with respect to the validity of the transcript.

While it is not required by statute, we recommend that you file a copy of the Amendment and the resolution adopting it with the County Assessor.

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

Kind regards,

Amy Bjork

Attachments

cc: Jordan Cook

Proof Of Publication in
NEVADA JOURNAL

Item # 40
Date: 1/24/22

CITY OF NEVADA
1209 6TH STREET
NEVADA, IA 502010530

STATE OF WISCONSIN, BROWN COUNTY

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

CITY OF NEVADA
PH, Amend Revit, Multi Res

was published in said newspaper 1 time(s) in issues dated:

January 13, 2022

the last day of said publication being the
13th day of January, 2022

#1440327
NOTICE OF PUBLIC HEARING OF
THE CITY COUNCIL OF NEVADA,
IOWA, RELATING TO THE
ADOPTION OF AN AMENDMENT TO
THE PLAN FOR THE NEVADA
URBAN REVITALIZATION AREA FOR
THE CITY OF NEVADA, IOWA,
PURSUANT TO CHAPTER 404 OF
THE CODE OF IOWA

NOTICE IS HEREBY GIVEN: That
there is now on file for public in-
spection in the office of the City
Clerk of Nevada, Iowa, an Amend-
ment to the Revitalization Plan for
the Nevada Urban Revitalization
Area within the City.

This City Council will meet at
6:00 o'clock p.m., on January 24,
2022, at the Nevada Council Cham-
bers, Nevada, Iowa, at which time
a hearing will be held pursuant to
the provisions of Chapter 404 of
the Code of Iowa (the "Code") on
the proposal to adopt the Amend-
ment to the Revitalization Plan,
pursuant to the provisions of the
Code. At such public hearing, all
residents of the City and any oth-
er person having an interest in the
matter may appear and be heard
for or against the adoption of the
Amendment to the Revitalization
Plan, pursuant to the Code.

The Amendment to the Revitali-
zation Plan will update the prop-
erty tax exemption schedules for
the residential property tax classi-
fication.

Published by order of the City
Council of the City of Nevada, Io-
wa.

Kerin Wright
City Clerk

Published In the Nevada Journal
on January 13, 2022 (1T)

Nicole Jacobs
Legal Clerk

Amy Kokott
Notary Public, State of Wisconsin, County of Brown

10/30/2015
My commission expires

sworn to before me and subscribed in my presence by this the
13th day of January, 2022

FEE: \$24.77
AD #: 0001440327
ACCT: 37490

AMY KOKOTT
Notary Public
State of Wisconsin

RECEIVED
JAN 19 2022
CITY OF NEVADA

RESOLUTION NO. 050 (2021/2022)

A RESOLUTION TO DISPOSE OF REAL PROPERTY

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

Lot A (the street known as "Academy Circle") and Outlot A in Academy Estates, Nevada, Iowa

(The "Property").

WHEREAS, the developer of the surrounding properties, Oak Park Estates, L.C., has requested the Property be vacated by the City in order to re-work the design of the proposed subdivision.

WHEREAS, the request has been reviewed by the Planning and Zoning Commission and recommended approval of the request.

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

WHEREAS, upon vacation, the City would retain all easement rights for utilities and ingress-egress to the same.

WHEREAS, on January 10, 2022 the City declared its intent to vacate and convey all right, title and interest of the City of Nevada, Iowa, in and to the Property and scheduled a public hearing to discuss the same; and

WHEREAS, the notice of intention to vacate and convey the Property was given by publication of a Public Notice prior to the meeting of the City Council to be held on January 24, 2022, and the notice was duly published in the newspaper as required by law; and

WHEREAS, a public hearing on the proposed vacation and conveyance was held on January 24, 2022; and

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

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

1. The City of Nevada, Iowa, hereby vacates and conveys all rights, title, and interest in and to the Property.

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

PASSED AND APPROVED this 24th day of January, 2022.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 050 (2021/2022) be adopted.

AYES: —
NAYS: —
ABSENT: —

The Mayor declared Resolution No. 050 (2021/2022) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 050 (2021/2022) at the regular Council Meeting of the City of Nevada, Iowa, held on the 24th day of January, 2022.

Kerin Wright, City Clerk

Prepared by: Erin M. Clanton, Attorney at Law, 6701 Westown Parkway, Suite 100, West Des Moines, IA (515) 274-1450
Address Tax Statement: Oak Park Estates, L.C., 62900 Prairie Winds Drive, Nevada, Iowa 50201

QUIT CLAIM DEED

For the consideration of One Dollar(s) and other valuable consideration, the City of Nevada, Iowa, a municipal corporation (the "Grantor") does hereby convey to Oak Park Estates, L.C., and Iowa limited liability company (the "Grantee"), all of its right, title, interest, estate, claim and demand in the following described real estate in Story County, Iowa:

Lot A and Outlot A in Academy Estates, in Nevada, Story County, Iowa

No transfer tax. Exempt transaction under Iowa Code §428A.2(6), as the Grantor is a municipal corporation. No Declaration of Value is required under the conditions of Exemption.

Each of the undersigned hereby relinquishes all rights of dower, homestead, and distributive share in and to the real estate. Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

IN WITNESS WHEREOF, the City of Nevada, Iowa, has caused this instrument to be executed in its corporate name by its Mayor and City Clerk and its seal to be affixed on January _____, 2022.

Dated: _____

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

STATE OF IOWA, COUNTY OF STORY, ss:

On the _____ day of January, 2022, before me, the undersigned, a Notary Public in and for

the State of Iowa, personally appeared **Brett Barker** and **Kerin Wright**, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Nevada, Iowa, a municipal corporation; that said instrument was authorized by Resolution adopted by the City Council of Nevada, Iowa, on the 24th day of January, 2022, and the said **Brett Barker** and **Kerin Wright** acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

NEVADA CITY COUNCIL - MONDAY, JANUARY 10, 2022 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, January 10, 2022, 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: Steve Skaggs, Sandy Ehrig, Dane Nealson, Jason Sampson, Brian Hanson. Absent: Barb Mittman. Barb Mittman arrived at 6:15 p.m.

Staff Present: Erin Clanton, Jordan Cook, Kerin Wright, Ryan Hutton, Ray Reynolds, Chris Brandes and Holly Manternach.

Also in attendance were: Henry Corbin, Andy Kelly, Lisa Oxley, Dylan Jacobson, Christa Skaggs, Brenda Dryer, James Stage, Ben DuBois, Cathy Vincent, Mike and Paula Feltner, Jennifer Page, Tim Hackbart and Dave Sly.

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, Sampson, Skaggs, Ehrig. Nay: None. The Mayor declared the motion carried.

4. Financial Planning Review for Fieldhouse and Wastewater Treatment Facility, Michael Maloney, DA Davidson

Michael Maloney, with DA Davidson, provided financial scenarios to the council regarding funding for the Fieldhouse and the Wastewater Treatment Facility.

Barb Mittman arrived at 6:15 p.m.

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

Motion by Barb Mittman, seconded by Dane Nealson, to **approve the following consent agenda items:**

- A. Approve Minutes of the Regular Meeting held on December 13, 2021
- B. Approve Payment of Cash Disbursements from December 22, 2021, including Check Numbers 77031-77104 and Electronic Numbers 1042-1047 (Inclusive) Totaling \$963,799.10 (See attached list)
- C. Approve Payment of Cash Disbursements, including Check Numbers 77112-77161 and Electronic Numbers 1048-1050 (Inclusive) Totaling \$275,485.49 (See attached list)
- D. Approve Great Western Purchases, December 2021(Revised, \$4,394.05) and January 2022, \$2,801.51, per attached

- E. Approve Financial Reports for Month of November, 2021
- F. Approve CIRTPA Representatives for Calendar Year 2022, Larry Stevens-Primary and Holly Manternach-Alternate
- G. Approve Underwriting Engagement Letter with DA Davidson for the issuance of GO Bonds
- H. Appoint Story County Emergency Management Commission Member Appointments for 2022
- I. Approval of Garbage Licenses for 2022
 - 1. Pratt Sanitation

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

6. MAYOR'S APPOINTMENTS

- A. Appointment of Luke Spence to the Historic Preservation Commission to fill resignation, term expires 6/30/2023

Motion by Jason Sampson, seconded by Dane Nealson, to **approve the appointment of Luke Spence to the Historic Preservation Commission to fill a resignation, term expires 6/30/2023.** After due consideration and discussion the roll was called. Aye: Sampson, Nealson, Skaggs, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

7. PUBLIC FORUM:

- A. No one requested to address the council.

8. OLD BUSINESS

- A. Approve Pay Request No. 18 for the Central Business District Infrastructure Project from Con-Struct, Inc., in the amount of \$271,845.73

Motion by Jason Sampson, seconded by Sandy Ehrig, to **approve Pay Request No. 18 for the Central Business District Infrastructure Project from Con-Struct, Inc., in the amount of \$271,845.73.** After due consideration and discussion the roll was called. Aye: Sampson, Ehrig, Skaggs, Hanson, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

- B. Approve Pay Request No. 7 for the Wastewater Treatment Facility Project-Phase 2 in the amount of \$426,855.66

Motion by Brian Hanson, seconded by Barb Mittman, to **approve Pay Request No. 7 for the Wastewater Treatment Facility Project-Phase 2 in the amount of \$426,855.66.** After due consideration and discussion the roll was called. Aye: Hanson, Mittman, Nealson, Sampson, Skaggs, Ehrig. Nay: None. The Mayor declared the motion carried.

- C. Resolution No. 038 (2021/2022): A Resolution authorizing continued support for the Main Street Iowa Program and Approve Agreement with Main Street Nevada and Iowa Economic Development Authority

Motion by Dane Nealson, seconded by Sandy Ehrig, to **adopt Resolution No. 038 (2021/2022)**. After due consideration and discussion the roll was called. Aye: Nealson, Ehrig, Hanson, Mittman, Sampson, Skaggs. Nay: None. The Mayor declared the motion carried.

- D. Resolution No. 039 (2021/2022): A Resolution certifying the population of the Annexation Area Associated with Resolution 017 (2021/2022) (Verbio and Union Pacific Railroad) to the State of Iowa

Motion by Jason Sampson, seconded by Brian Hanson, to **adopt Resolution No. 039 (2021/2022)**. After due consideration and discussion the roll was called. Aye: Sampson, Hanson, Mittman, Nealson, Skaggs, Ehrig. Nay: None. The Mayor declared the motion carried.

- E. Resolution No. 040 (2021/2022): A Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance and securing the payment of \$10,000,000 Taxable Sewer Revenue Bonds, Series 2022

Motion by Barb Mittman, seconded by Brian Hanson, to **adopt Resolution No. 040 (2021/2022)**. After due consideration and discussion the roll was called. Aye: Mittman, Hanson, Nealson, Sampson, Skaggs, Ehrig. Nay: None. The Mayor declared the motion carried.

9. NEW BUSINESS

- A. Approve LOT, Capital Equipment Revolving, Hotel/Motel, TIF Worksheets for the FY22/23 Budget

Motion by Jason Sampson, seconded by Sandy Ehrig, to **approve LOT, Capital Equipment Revolving, Hotel/Motel, TIF Budget Worksheets for FY22/23**. After due consideration and discussion the roll was called. Aye: Sampson, Ehrig, Hanson, Mittman, Nealson, Skaggs. Nay: None. The Mayor declared the motion carried.

- B. Resolution No. 041 (2021/2022): A Resolution Authorizing the City of Nevada, Iowa, participation and membership in the Area Wide Plans and Programs of the Mid-Iowa Planning Alliance for Community Development

Motion by Brian Hanson, seconded by Steve Skaggs, to **adopt Resolution No. 041 (2021/2022)**. After due consideration and discussion the roll was called. Aye: Hanson, Skaggs, Ehrig, Mittman, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

- C. Resolution No. 042 (2021/2022): A Resolution approving the Provider Agreement with Story County, Iowa for publication of *Our Nevada*

Motion by Dane Nealson, seconded by Steve Skaggs, to **adopt Resolution No. 042 (2021/2022)**. After due consideration and discussion the roll was called. Aye: Nealson, Skaggs, Ehrig, Hanson, Mittman, Sampson. Nay: None. The Mayor declared the motion carried.

- D. Approve Support of the Vision 2040 Plan

Motion by Sandy Ehrig, seconded by Barb Mittman, to **adopt the Vision 2040 Plan as presented.** After due consideration and discussion the roll was called. Aye: Ehrig, Mittman, Nealson, Sampson, Skaggs, Hanson. Nay: None. The Mayor declared the motion carried.

E. Approve Purchase of Trench Shield Box for the Water Department

Motion by Jason Sampson, seconded by Brian Hanson, to **approve the purchase of a Trench Shield Box for the Water Department from Contractor Solutions at a cost of \$6,604.00.** After due consideration and discussion the roll was called. Aye: Sampson, Hanson, Mittman, Nealson, Skaggs, Ehrig. Nay: None. The Mayor declared the motion carried.

F. Resolution No. 043 (2021/2022): A Resolution Providing for Notice of Hearing on Proposed Amendment to the Revitalization Plan for Nevada Urban Revitalization Area

Motion by Brian Hanson, seconded by Dane Nealson, to **adopt Resolution No. 043 (2021/2022).** After due consideration and discussion the roll was called. Aye: Hanson, Nealson, Sampson, Skaggs, Ehrig, Mittman. Nay: None. The Mayor declared the motion carried.

A. Resolution No. 044 (2021/2022): A Resolution Declaring Economic Development Support for the Catalyst Grant to Development Project at 1114 6th Street

Motion by Jason Sampson, seconded by Sandy Ehrig, to **adopt Resolution No. 044 (2021/2022).** After due consideration and discussion the roll was called. Aye: Sampson, Ehrig, Hanson, Mittman, Nealson, Skaggs. Nay: None. The Mayor declared the motion carried.

A. Resolution No. 045 (2021/2022): A Resolution Declaring Economic Development Support for the Downtown Housing Grant to Development Project at 1114 6th Street

Motion by Dane Nealson, seconded by Barb Mittman, to **adopt Resolution No. 045 (2021/2022).** After due consideration and discussion the roll was called. Aye: Nealson, Mittman, Sampson, Skaggs, Ehrig, Hanson. Nay: None. The Mayor declared the motion carried.

A. Resolution No. 046 (2021/2022): A Resolution to set public hearing on proposed Vacation and Disposal of Real Property, Lot A and Outlot A, Academy Estates

Motion by Sandy Ehrig, seconded by Steve Skaggs, to **adopt Resolution No. 046 (2021/2022).** After due consideration and discussion the roll was called. Aye: Ehrig, Skaggs, Hanson, Mittman, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

10. REPORTS:

City Administrator Cook reported on the meetings he attended.

Mayor Barker discussed the upcoming events in February and the mental health in the community. He updated the council on the Field House Campaign. He noted plans will be made for an upcoming Strategic Planning meeting for City Council and staff.

Council Member Sampson advised Lincoln Highway Days committee met and Council Member Ehrig noted the Healthy Hometown initiative will be picked up again.

Director of Fire/EMS Reynolds reported on Moe's Mart inspections and the 102 K property.

Police Sergeant Brandes updated council on the status of staff.

City Attorney Clanton advised the time period has expired for 102 K Ave. Story County is working on the process to deed it over to the city.

There being no further business to come before the meeting, motion by Dane Nealson, seconded by Brian Hanson, to **adjourn the meeting**. Following voice vote, the Mayor declared the motion carried at 6:59p.m. the meeting adjourned.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Published: _____

Council Approved: _____

NEVADA CITY COUNCIL - MONDAY, JANUARY 10, 2022 7:00 P.M.

The City Council of the City of Nevada, Iowa, met for a work session, 2021 Recodification, in the Council Chambers of Nevada City Hall located at 1209 6th Street, Nevada, Iowa. Present were: Brett Barker, Barb Mittman, Steve Skaggs, Jason Sampson, Dane Nealson, Jordan Cook and Kerin Wright. There were approximately fifteen from the public who attended the workshop. The work session began at 7:00 p.m. on Monday, January 10, 2022, pursuant to the rules of the Council. The public notice was posted on the official bulletin board in compliance with the open meeting law.

No decisions of the council were made at the work session. The work session concluded at 7:45 p.m.

ATTEST:

Brett Barker, Mayor

Kerin Wright, City Clerk

Published: _____

Council Approved: _____

CITY OF NEVADA
CLAIMS REPORT FOR JANUARY 24, 2022
1/11/22 THRU 1/24/22

VENDOR	REFERENCE	AMOUNT	CHECK #
WAGeworks	FSA 2021 PMTS	1,057.29	1056
CON STRUCT	CBD PROJ PR#18	271,845.73	77162
WILLIAMS BROTHERS	WWTF-PHASE 2 PR#7	426,855.66	77163
EFTPS	FED/FICA TAX	26,650.22	1051
MISSION SQUARE	DEFERRED COMP	937.50	77176
COLLECTION SVC CTR	CHILD SUPPORT	1,022.85	77177
GREAT WESTERN	HSA	353.34	77178
TREASURER STATE OF IA	SALES TAX 1/1-15/2022	5,603.22	1052
TREASURER STATE OF IA	WET 1/1-15/2022	10,968.15	1053
WAGeworks	FSA 2021 PMTS	907.11	1057
BIG 8 TYRE	WTR-TIRES/ALIGN	1,107.95	77179
FAREWAY	STS-SUPPLIES	12.98	77180
ALLIANT	ALL-UTILITIES	4,331.71	77181
NEVADA VET	PD-ANIMAL CONTROL	1,186.10	77182
QUILL CORP	LIB-TAPE	95.16	77183
VAN WALL	PKM/STS-SUPPLIES	580.29	77184
STATE HYGIENIC LAB	WWT/WTR-LAB ANALYSIS	4,007.50	77185
COMPUTER RES SPEC	ALL-IT SVCS	9,596.17	77186
ARNOLDS	PD/STS-SUPPLIES	98.38	77187
GRAINGER	STS-HOSE CLAMPS	56.91	77188
HACH	WTR-CHEMICALS	944.54	77189
VERIZON	WTR/WWT/LIB-SVCS	280.07	77190
BAKER & TAYLOR	LIB-MATERIALS	1,461.75	77191
GATEHOUSE	PUBLIC NOTICES	722.04	77192
STORY CO MED	ALL-PRE EMPLOYMENT/HEARING	690.00	77193
BORDER STATES	PKM-BULBS	35.80	77194
IA COMM NTWK	LIB-LONG DISTANCE	5.68	77195
GOOD AND QUICK	PD-#10 WIPERS/BATTERY REPLACE	61.35	77196
DEMCO	LIB-TAPE	50.19	77197
STOREY KENWORTHY	WTR/WWT-PINK SLIPS	495.00	77198
GALLS	FD/PD-MELTON/MARDESEN UNIFORM	268.50	77199
NEVADA HARDWARE	ALL-SUPPLIES	558.35	77200
MID-STATES	PD-FY22 DUES	150.00	77201
USA BLUEBOOK	WWT-CIRCULAR CHART	220.33	77202
BRODART	LIB-TAPE	76.67	77203
STAPLES	WWT/OKA/WTR-CHAIR/SUPPLIES	486.65	77204
CYCLONE AWARDS	FD-TAGS	64.00	77205
REESE ELECTRIC	WWT-REPAIR	139.55	77206
WINDSTREAM	ALL-UTILITIES	1,557.47	77207

CONSUMERS	ALL-UTILITIES	5,672.49	77208
SAMS CLUB	PD/REC/CH/CA/REC-SUPPLIES	124.17	77209
DICKS FIRE EXT	PD-EXT REFILL	64.00	77210
AMAZON.COM	LIB-MATERIALS	928.15	77211
JOHN DEERE FIN	WTR/PKM/STS-SHIRT/JEANS	579.12	77212
HR GREEN	ALL-ENGINEERING	19,444.35	77213
CENTER POINT	LIB-MATERIALS	47.94	77214
BRICK GENTRY	ALL-LEGAL	7,745.00	77215
IACP	PD-REYNOLDS	75.00	77216
POLICE LEGAL SCIENCES	PD-TRNG	880.00	77217
CENTRAL IA WATER	WTR-LWE RAW WATER 2/2022	489.19	77218
CENGAGE	LIB-MATERIALS	24.04	77219
BLACKHAWK AUTO SPRINK	LIB-SPRINKLER/BACKFLOW INSPECT	162.50	77220
ILA/IASL	LIB-ZAGL/CGHLIN/SOLKO/DUEKER/DAVIDSON	356.00	77221
ROTARY CLUB	PD-MARTINEZ/REYNOLDS DUES	354.00	77222
QUADIENT	ALL-POSTAGE	1,000.00	77223
WEX BANK	ALL-GAS CARD	428.00	77224
AMES FORD LINCOLN	WWT-SWITCH	43.04	77225
KRUCK P & H	CH-PUMP 2 REPAIR/BELT RPR	1,353.06	77226
BUS FURNITURE WRHSE	LIB-FURNITURE	2,040.00	77227
MARCO	ALL-COPIER LEASE	799.00	77228
HEARTLAND AG	PKM-RPR PARTS	87.82	77229
PRAIRIE RIVERS OF IA	STRM-MONITORING	1,000.00	77230
MENARDS	PKM/STS-SUPPLIES	322.68	77231
WAGeworks	FSA PYMNTS	712.80	77232
BLACKBIRD DESIGN & PRINT	LIB-BUSINESS CARDS	117.36	77233
MIDWEST TAPE	LIB-DVDS	572.12	77234
ATW TRAINING & SOL	PD-HENDERSN/CIZ/BRANDES/REYNOLDS	1,270.00	77235
HILLYARD	LIB-CLEANER RPR	165.00	77236
HOOPLA	LIB-MATERIALS	221.54	77237
BLACKSTRAP	STS-SALT	7,662.60	77238
ZAGLOBA, AMANDA	LIB-REIMB	30.00	77239
MID-IA PLANNING ALL	ED-MEMBERSHIP	1,298.44	77240
GET SOME GUNS	FD-REYNOLDS UNIFORM	116.98	77241
SPRINGSHARE	LIB-RENEWAL	899.00	77242
	Refund Checks Total	<u>164.05</u>	
	Accounts Payable Total	832,627.55	
	Payroll Checks	<u>77,459.86</u>	
	***** REPORT TOTAL *****	<u>910,251.46</u>	

GENERAL	92,989.54
ROAD USE TAX	19,890.18
LOCAL OPTION SALES TAX	1,001.80
LIBRARY TRUST	4,514.40
DANIELSON TRUST	221.54
2021 STS 11TH/S14	14,905.30
CBD DOWNTOWN IMPR	273,833.91
WATER	38,314.93
WATER DEPOSITS	164.05
SEWER	26,376.74
SEWER CAP IMP PROJECT	426,855.66
LANDFILL/GARBAGE	56.02
STORM WATER	1,074.61
REVOLVING FUND	8,088.38
FLEX BENEFIT REVOLVING	1,964.40
TOTAL FUNDS	<u>910,251.46</u>

Item # 5C
Date: 1/24/22



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

Fareway Stores, Inc.

NAME OF BUSINESS(DBA)

Fareway Stores, Inc. #426

BUSINESS

(515) 382-2875

ADDRESS OF PREMISES

1505 South B Avenue

CITY

Nevada

COUNTY

Story

ZIP

50201

MAILING ADDRESS

2300 Industrial Park Road

CITY

Boone

STATE

Iowa

ZIP

50036

Contact Person

NAME

Tracey Wilson

PHONE

(515) 433-5336

EMAIL

twilson@farewaystores.com

License Information

LICENSE NUMBER

LE0001536

LICENSE/PERMIT TYPE

Class E Liquor License

TERM

12 Month

STATUS

Submitted
to Local
Authority

TENTATIVE EFFECTIVE DATE

Mar 1, 2022

TENTATIVE EXPIRATION DATE

Feb 28, 2023

LAST DAY OF BUSINESS

SUB-PERMITTS

Class E Liquor License, Class C Beer Permit, Class B Wine Permit

PRIVILEGES

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the Jan. 24, 2022 Council Agenda

Business Name Forewey Phone Number _____

Address _____

Manager's Name _____ Phone Number _____

Address _____

Owners Name _____ Phone Number _____

Address _____

I hereby certify that the premises where the above applicant intends to operate pursuant to a beer or liquor license has been inspected by the undersigned and that on the date of the inspection the premises (conforms/did not conform) to all applicable fire regulations of the City of Nevada and the State of Iowa.

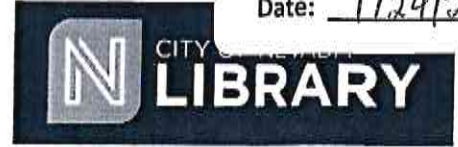
The Fire Department recommends ☒ approval ☐ denial of a beer or liquor license to this business.

1/6/22
Date

RAZ
FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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

SPRINKLER obstruction - Fixed on site



Item # 6A
Date: 1/24/22

NEVADA PUBLIC LIBRARY

ANNUAL REPORT 2021



New Digital Sign

Thanks to generous donors from the community, NPL unveiled a new digital sign in 2021. Donors included Nevada Kiwanis, Nevada Lumber Company, The Rotary Club of Nevada, State Bank and Trust, Midwest Insurance, Country Landscapes, and the Friends of the Nevada Public Library. We use the sign to update patrons and the community on events at the library and it's an important communication tool for us!

Hotspots & Tech Access

In December of 2020, we added 5 hotspots to our circulation. We allow patrons to check these out for 1 week at a time. These devices allow rural patrons and those without reliable internet at home to have access to internet that they otherwise would not. They are almost always checked out to patrons, and we've had great feedback from patrons who use them! In July, we added 12 new public computers for patron use.

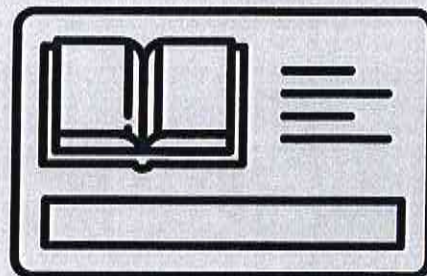
BY THE NUMBERS

12,979 People
Visited the Library

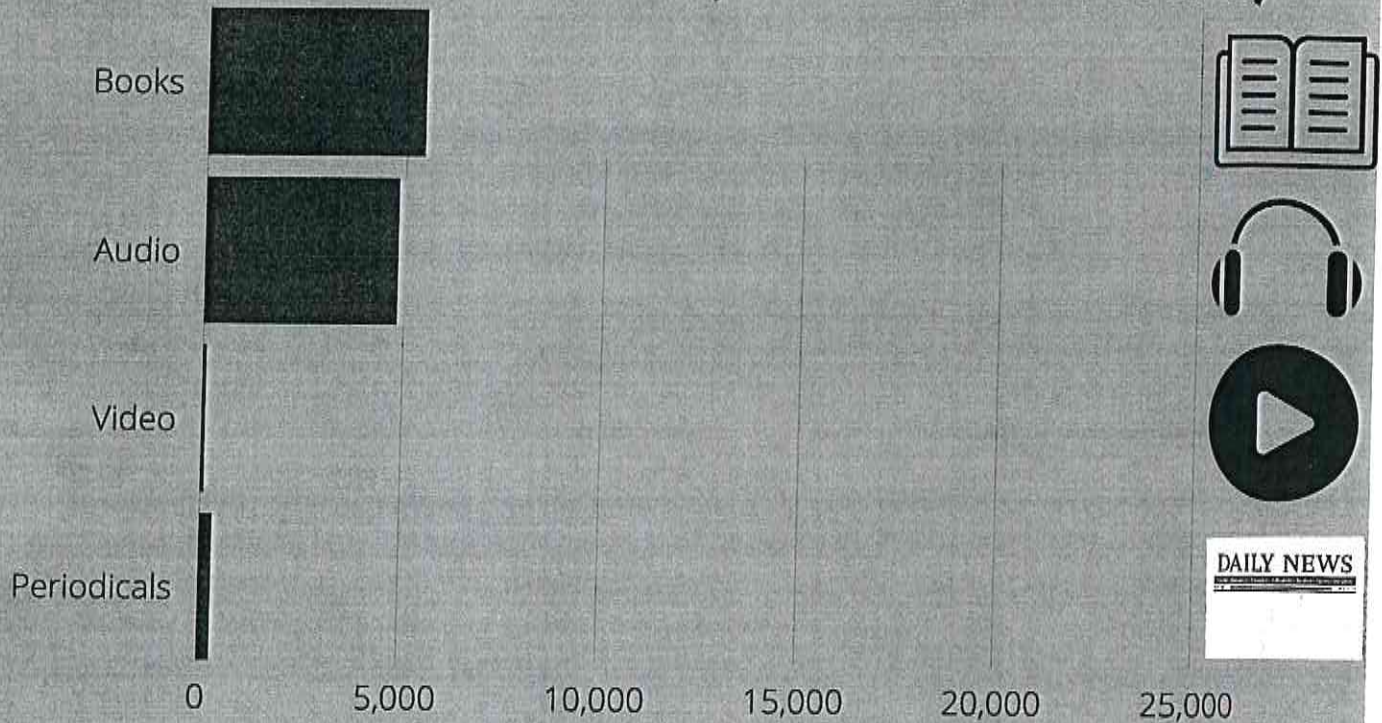
127 New Patrons

612 Computer Uses

2,203 Wireless Sessions



CIRCULATION BY TYPE (DIGITAL/PHYSICAL)



Programming

96 Children's Programs
2,196 Attendees

14 Young Adult Programs
83 Attendees

71 Adult Programs
301 Attendees



% of Live Virtual Events

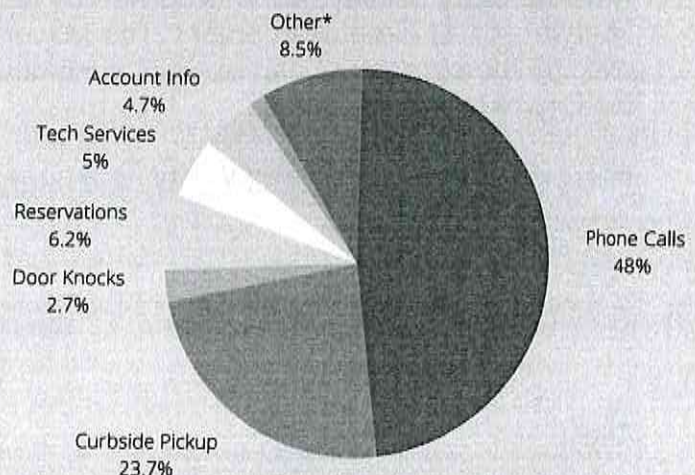
Grants Support Programs

In 2021, we received multiple grants to support special programs at the library. The American Library Association supported us with a \$3,000 grant to complete a diversity audit of our young adult collection. We had a conversation with NPL Teens, and they worked on the audit themselves. We are in the middle of choosing new books to enhance the diversity of this collection.

The state of Iowa received a grant from the National Endowment for the Humanities to support programs and resources surrounding agriculture and "Earth's Bounty." NPL received \$1100 and offered two cooking classes with local chef Becky Ringsby for cooking with Earth's Bounty including fresh vegetables and fruits. With the remaining funds, we are adding to our collection of cookbooks and gardening books, and creating a seed library for spring.

Full Service - Limited Contact

September 2020 - May 2021



*Other: Browsing appointments, tax forms/appointments, book donations, grab bag questions, hotspots, meeting room, study room, hours, vaccine questions, food pantry location, etc.

RESOLUTION NO. 051 (2021/2022)

**A RESOLUTION AUTHORIZING AND APPROVING A COMMUNITY
ATTRACTION AND TOURISM GRANT AGREEMENT
BETWEEN THE ENHANCE IOWA BOARD AND
THE CITY OF NEVADA IN THE AMOUNT OF \$424,000**

WHEREAS, the State of Iowa has funded the Community Attraction and Tourism program to support community projects that build on Iowa's unique assets and values and expand the recreational, cultural, educational, and entertainment opportunities in Iowa; and

WHEREAS, the City of Nevada has submitted an application to the Enhance Iowa Board requesting CAT assistance to help finance the Nevada Fieldhouse; and

WHEREAS, the Enhance Iowa Board found the Project meets the requirements established for participation in the CAT Program; and

WHEREAS, the Board voted to award a Grant of \$424,000 to the City of Nevada to assist in funding the Project, subject to the terms and conditions in Exhibit A; and

WHEREAS, an agreement has been prepared between the Enhance Iowa Board and the City of Nevada;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story County, Iowa, does hereby approve the Community Attraction and Tourism (CAT) Grant Agreement. The Mayor and Clerk are hereby authorized to execute the agreement and execute such other documents that are necessary on the City of Nevada's behalf.

Passed and approved this 24th day of January, 2022.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

COMMUNITY ATTRACTION AND TOURISM (CAT) GRANT AGREEMENT

RECIPIENT: City of Nevada
CAT AGREEMENT NUMBER: 22-CAT-009
EFFECTIVE DATE: December 2, 2021
PROJECT NAME: Nevada Fieldhouse
TOTAL GRANT AMOUNT: \$424,000
PROJECT COMPLETION DATE: December 31, 2023

This **COMMUNITY ATTRACTION AND TOURISM ("CAT") GRANT AGREEMENT** is made by and between the **Enhance Iowa Board ("Board" or "Enhance Iowa")** and the **City of Nevada ("Recipient")**.

WHEREAS, the Community Attraction and Tourism (CAT) Program was established by the Iowa Legislature and the Governor of Iowa to support community projects that build on Iowa's unique assets and values and expand the recreational, cultural, educational, and entertainment opportunities in Iowa.

WHEREAS, Recipient submitted an application to the Enhance Iowa Board requesting CAT assistance to help finance the Project.

WHEREAS, the Enhance Iowa Board found the Project meets the requirements established for participation in the CAT Program.

WHEREAS, the Board, on December 2, 2021, unanimously voted to award a Grant of **\$424,000** to Recipient to assist in funding the Project, subject to the terms and conditions herein.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and intending to be legally bound, the Enhance Iowa Board and Recipient agree to the following terms:

ARTICLE 1 **DEFINITIONS**

As used in this Agreement, the following terms shall apply:

1.1 **EFFECTIVE DATE** "Effective Date" means the date stated above on which the terms of this Agreement become in force and effect.

1.2 **GRANT** "Grant" means an award of assistance for which repayment of funds is not required upon fulfillment of the conditions of the award.

1.3 **GRANT AGREEMENT or AGREEMENT** "Grant Agreement" or "Agreement" means this document, the Project budget and all of the notes, leases, assignments, mortgages, and similar documents referred to in this document and all other instruments or documents executed by Recipient or otherwise required in connection with this grant.

1.4 **PROJECT** "Project" means the detailed description of the work, services, and other obligations to be performed or accomplished by Recipient as described in this Agreement, Program Description and Budget (Exhibit B), and the CAT Application as approved by the Board (Exhibit A).

1.5 **PROJECT COMPLETION DATE** "Project Completion Date" means December 31, 2023, which is the date by which the Project tasks are fully constructed and operational.

ARTICLE 2 **GRANT AGREEMENT DURATION**

2.1 **GRANT AGREEMENT DURATION** This Agreement shall be in effect on the Effective Date and shall remain in effect until after completion of each of the following:

(a) *Through Project Completion Date.* Through the Project Completion Date and for the period after Project Completion Date during which the Iowa Economic Development Authority (IEDA) will conduct Project closeout procedures to verify that the Project was completed in compliance with the Agreement.

(b) *Repayment or Payment Obligation.* Until all outstanding amounts due to the Board, if any, are received by IEDA or all outstanding obligations to the Board are satisfied in full.

(c) *Agreement End Date.* Until IEDA has completed Agreement closeout procedures and provided Recipient with written Notice of Final Agreement Closeout. This Agreement shall terminate as of the date of the Notice of Final Closeout, which date shall be the Agreement End Date.

2.2 **SURVIVAL OF OBLIGATIONS** Section 2.1 shall not abrogate or otherwise affect the obligations, terms, and conditions that survive beyond the Agreement End Date, including but not limited to the following sections of this Agreement: Section 5.4 (Accounting Records), Section 5.5 (Documentation), and Section 5.8 (Conveyance of Project Property).

ARTICLE 3 **IDENTITIES OF THE PARTIES**

3.1 **ENHANCE IOWA BOARD** The **Enhance Iowa Board** is a public instrumentality of the State of Iowa that was legislatively created to organize, establish, oversee, and approve the administration of the Enhance Iowa Program and the Community Attraction and Tourism Program. Iowa Code Chapter 15F authorizes the Board and its programs. The Board's address is 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315. The Enhance Iowa program is administered by IEDA. IEDA's address is 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315.

3.2 **RECIPIENT** The **City of Nevada** is an Iowa city located at 1209 6th St., Nevada, IA 50201.

ARTICLE 4 **FUNDING**

4.1 **FUNDING SOURCE** The source of funding for the award is funds legally available to the Board in the Community Attraction and Tourism Fund established pursuant to Iowa Code Section 15F.204. The funds of the State of Iowa, other than those of the CAT Fund, are not obligated or available to meet any obligations of the Board created by this Agreement, and this Agreement shall not constitute an obligation or debt of the Board or the State except to the extent expressly described herein from funds on hand that are legally available for such purposes.

4.2 **RECEIPT OF FUNDS** All payments under this Agreement are subject to possession by the Board of sufficient funds for the CAT Program. Any termination, reduction, or delay of CAT funds to the Board may, in the Board's sole discretion, result in the termination, reduction, or delay of CAT funds to Recipient and/or termination of this Agreement.

ARTICLE 5 **TERMS OF GRANT**

5.1 **GRANT** The Board shall make a Grant up to the amount first stated herein to Recipient to assist in financing the Project, all subject to Iowa Code Chapter 15F, the Board's administrative rules (261 Iowa Administrative Code Chapter 211), and the terms and conditions of this Agreement. A copy of Recipient's CAT Application describing the Project is an integral part of this Agreement and marked as Exhibit A.

5.2 **MAXIMUM PAYMENTS** It is expressly understood and agreed that the maximum amount to be paid to Recipient for Project activities shall conform to the budget as presented in the Program Description and Budget (Exhibit B). It is further understood and agreed that the total of all payments to Recipient for Project activities shall not exceed the Grant funds unless the amount is modified by written amendment of this Agreement.

5.3 **USE OF FUNDS** Recipient hereby agrees to construct and operate the Project as described in its CAT Application (Exhibit A) and the Project Description and Budget (Exhibit B). Recipient shall maintain the Project in accordance with the representations in Exhibits A and C during the term of this Agreement. Recipient shall allow the Board, its internal or external auditors, IEDA, the Auditor of the State of Iowa, the Treasurer of the State of Iowa, the Attorney General of the State of Iowa, and the Iowa Division of Criminal Investigations to inspect the Project facilities at all reasonable times to monitor and evaluate performance with Iowa law and the terms of this Agreement.

5.4 **ACCOUNTING RECORDS** Recipient shall maintain its books, records, and all other evidence pertaining to this Agreement in accordance with generally accepted accounting principles and such other procedures specified by the Board. Recipient shall account for all activity pertaining to the Agreement in a distinct and separate category within its accounting system. These records shall be available to the Board, its internal or external auditors, IEDA, the Auditor of the State of Iowa, the Treasurer of the State of Iowa, the Attorney General of the State of Iowa, and the Iowa Division of Criminal Investigations at all times during the duration of the Agreement and any extension thereof, and for three (3) years after the Agreement End Date.

5.5 **DOCUMENTATION** Within ten (10) days of receipt of a written request from the Board, Recipient shall deliver to IEDA,

- (i) Copies of all agreements or documents relating to the Project;
- (ii) Copies of all invoices, receipts, statements, or vouchers relating to the Project;
- (iii) A list of all unpaid bills for labor and materials in connection with the Project; and
- (iv) Budgets and revisions showing estimated Project costs and funds required at any given time to complete and pay for the Project.

Recipient shall be bound by Section 5.5 from the Effective Date to the date three (3) years after the Agreement End Date.

5.6 **COST VARIATION** In the event that the actual total Project Cost is less than the amount specified in Exhibit B of the Agreement, the Grant funds shall be reduced by the same ratio as the actual total Project Cost divided by the total Project Cost listed in Exhibit B. Any reimbursed excess above the reduced Grant funds amount shall be returned to IEDA.

Example:

If the total amount spent to complete the project is less than the total Project Cost specified in Exhibit B of the Grant Agreement, the Board or IEDA shall calculate the amount of Grant funds to be returned as follows: first, the total amount spent to complete the project is subtracted from the total Project Cost listed in Exhibit B to determine the change in Project Cost. Second, the change in Project Cost is divided

by the total Project Cost listed in Exhibit B. Third, this percentage is multiplied by the original Grant award. The product is the amount of the Grant award that Recipient shall return to IEDA.

Numbers from Exhibit B of the Agreement

- The funded project had a total project cost listed in Exhibit B of \$1,000,000
- The funded project had a total Grant funds listed in Exhibit B of \$200,000

Completed project numbers

- The project, when completed, had a total cost of \$900,000

Calculation of the amount to be returned

1. The actual total Project Cost (\$900,000) is subtracted from the total Project Cost listed in Exhibit B (\$1,000,000). This amount equals \$100,000.
2. \$100,000 divided by \$1,000,000 equals 10%.
3. 10% multiplied by \$200,000 equals \$20,000. **Recipient shall return \$20,000 to IEDA.**

5.7 **PRIOR COSTS** No expenditures made prior to the Effective Date may be included as Project Costs for the purposes of this Agreement.

5.8 **CONVEYANCE OF PROJECT PROPERTY** From the Effective Date to the date three (3) years after the Agreement End Date, Recipient shall not sell, transfer, convey, assign, encumber, or otherwise dispose of all or any portion of the Project property as described in Exhibit A without the written permission of the Board. Permission may be withheld in the sole discretion of the Board.

Should the Board grant permission to Recipient to sell, transfer, convey, assign, encumber, or otherwise dispose of any Project property, Recipient shall repay the full amount of the Grant award plus a pro-rata share of the profits realized by the sale of the Project property. The percentage of profit to be allocated to the Board shall be commensurate with the financial assistance contributed to the Project by the Board. The Board may waive its right to reimbursement, in whole or in part, if the Board determines, in its sole discretion, that the public interest would best be served thereby.

ARTICLE 6
CONDITIONS TO REIMBURSEMENT AND DISBURSEMENT OF FUNDS

6.1 **CONDITIONS TO REIMBURSEMENT** All of the following conditions shall be met before IEDA disburses Grant funds to Recipient:

(a) **AGREEMENT EXECUTED** This Grant Agreement shall be properly executed and returned to the Board within forty-five (45) days of the Board's transmittal of the final Agreement to Recipient.

(b) **BINDING FINANCIAL COMMITMENTS** Recipient shall obtain, to the satisfaction of the Board, all other legally binding financial commitments necessary to complete the Project. Failure to secure and submit documentation of such commitments to IEDA by May 31, 2022 may result in the rescission of the award and termination of this Agreement.

(c) **SUBMISSION OF RECIPIENT DOCUMENTATION** Prior to making any distribution of Grant funds, Recipient shall have submitted the following documents to IEDA:

- (i) A resolution of the City Council authorizing the execution and delivery by Recipient of this Agreement and such other documents as the Board or the Board's legal counsel may

reasonably request and specifying the officer(s) authorized to execute the Agreement and such other documents that are necessary to bind Recipient.

- (ii) Evidence acceptable to the Board or the Board's legal counsel of all other funding sources that have been committed to this Project.
- (iii) Form "W-9, Request for taxpayer identification number and certification."

6.2 REIMBURSEMENT OF FUNDS Grant funds are disbursed on a reimbursement basis. Recipient shall request reimbursement by submitting the request in the form designated by IEDA and submitting a Project progress report as described in Section 8.1(c) (Reports). The reimbursement form shall itemize Recipient's total actual allowable expenses. Expenses shall be documented in a manner acceptable to IEDA. Recipient shall also submit a Project progress report in the form designated by IEDA with each request for reimbursement.

IEDA will review the request and, if Recipient has met the requirements for reimbursement, will make the appropriate disbursement from the CAT Fund. The reimbursement will be limited to a pro-rata portion of Recipient's allowable expenses for the relevant period. No disbursements under \$500 will be made, except for the final draw of Grant funds.

(a) **RETAINAGE** Five percent (5%) of the Grant award will be withheld from disbursement until Agreement closeout procedures have been completed.

(b) **REIMBURSEMENT RATIO** When calculating the reimbursement ratio, IEDA will make an adjustment for up to twenty-five percent (25%) of the local match amount to be in-kind donations. The reimbursement ratio is calculated by dividing the Grant funds by the difference between the total Project Cost and the adjusted in-kind allowance.

Example:

Numbers from Exhibit B of the Agreement

- Total Project Cost: \$1,144,000
- Grant funds: \$200,000
- Local Match: \$944,000

In-kind allowance

- Local Match (\$944,000) multiplied by 25% equals \$236,000

Calculation of the reimbursement ratio

- The difference between the total Project Cost (\$1,144,000) and the in-kind allowance (\$236,000) equals \$908,000.
- The Grant funds (\$200,000) divided by \$908,000 equals 22%.
- The reimbursement ratio of Grant funds is 22%.

(c) **METHOD OF PAYMENT** Prior to reimbursement, Recipient shall specify the account to receive funds.

(d) **SUSPENSION OF REIMBURSEMENT** Upon the occurrence of an Event of Default as defined in this Agreement by Recipient, IEDA may suspend payment to Recipient until the default has been cured to the Board's satisfaction. Notwithstanding anything to the contrary in this Agreement, upon a termination of this Agreement because of an Event of Default by Recipient, Recipient will no longer have the right to receive any reimbursements after the date of the Event of Default.

(e) **INVESTMENT OF GRANT FUNDS** In the event that the Grant funds are not immediately utilized, temporarily idle Grant funds held by Recipient may be invested, provided that such investments shall be in accordance with Iowa law, including but not limited to the provisions of Iowa Code Chapter 12C concerning the deposit of public funds. Interest accrued on temporarily idle Grant funds held by Recipient shall be credited to and expended on the Project prior to the expenditure of other Grant proceeds.

All proceeds remaining, including accrued interest, after all allowable Project costs have been paid or obligated shall be returned to IEDA within thirty (30) days after the Project Completion Date. Within ten (10) days of receipt of a written request from the Board or IEDA, Recipient shall inform the Board in writing of the amount of unexpended Grant funds in Recipient's possession or under Recipient's control, whether in the form of cash on hand, investments, or otherwise.

ARTICLE 7 **REPRESENTATIONS AND WARRANTIES OF RECIPIENT**

To induce the Board to make the Grant award referred to in this Agreement, Recipient represents, covenants, and warrants that:

7.1 **AUTHORITY** Recipient is duly organized and validly existing under the laws of the State and is in good standing and has complied with all applicable laws of the State of Iowa. Recipient is duly authorized and empowered to execute and deliver this Agreement. All action on the part of Recipient, such as appropriate resolution of its governing body for the execution and delivery of the Agreement, has been effectively taken.

7.2 **FINANCIAL INFORMATION** All financial statements and related materials concerning Recipient and the Project provided to the Board are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the effective date of the statements and related materials, and no material adverse change has occurred since that date.

7.3 **APPLICATION** The contents of the CAT Application submitted by Recipient to the Board for CAT funding completely and accurately represents Recipient and the Project as of the date of submission and there has been no material adverse change in the organization, operation, Recipient prospects, fixed properties, key personnel, or Project plan since the date Recipient submitted the CAT Application to the Board.

7.4 **LITIGATION AND OTHER CONTROVERSIES** There is no litigation or governmental proceeding pending, nor to the knowledge of Recipient, threatened, against Recipient which, if adversely determined would be substantially likely to result in any material adverse change in Recipient's ability to complete the Project or the financial condition, properties, business or operations of the Project, nor is Recipient aware of any existing basis for any such litigation or governmental proceeding.

7.5 **EFFECTIVE DATE** The covenants, warranties, and representations of this Article are made as of the date of this Agreement and shall be deemed to be renewed and restated by Recipient when each advance or request for reimbursement of funds is submitted.

7.6 **PROJECT COST** Based on all information known or that should be known by Recipient, the estimated cost of the Project is \$7,784,674. If the estimated cost of the Project changes by more than five percent (5%), Recipient shall notify the Board within thirty (30) days of identifying that the Project Cost has changed. Upon notice of change in the estimated cost of the Project, the Board may exercise its discretion to adjust the reimbursement ratio accordingly.

ARTICLE 8 **COVENANTS OF RECIPIENT**

8.1 **AFFIRMATIVE COVENANTS** Until the terms of this Agreement are fulfilled, Recipient covenants to the Board that:

(a) **PROJECT WORK; OPERATION AND MAINTENANCE** Recipient shall complete the Project by December 31, 2023. For the purposes of this section, "complete" means the Project is fully constructed and operational at a level acceptable to the Board. For the duration of this Agreement, Recipient shall operate and maintain the Project facilities at a level acceptable to the Board.

(b) **NOTICE OF PROCEEDINGS** Recipient shall promptly notify the Board of the initiation of any claims, lawsuits, bankruptcy proceedings, or other proceedings brought against Recipient that would adversely impact the Project.

(c) **REPORTS** Recipient shall prepare, sign, and submit the requests and reports as specified below in the form and content specified by the Board. Recipient shall review all reimbursement requests and verify that claimed expenditures are allowable costs and submit Project progress reports with each reimbursement request. Recipient shall maintain documentation adequate to support the claimed costs. Upon request of the Board or IEDA, Recipient shall submit:

- (i) Annual audited financial statements.
- (ii) Certified year-end financial statements or balance sheets.
- (iii) Final Performance or Audit Reports.

The Board reserves the right to require more frequent submission of any of the above reports if, in the opinion of the Board, more frequent submissions would help improve Recipient's Project performance.

(d) **NOTICE OF MEETINGS** Recipient shall notify the Board at least ten (10) working days in advance of all meetings of its governing body at which the subject matter of this Agreement or Project is proposed to be discussed. Recipient shall provide the Board with copies of the agenda and minutes of such meetings and expressly agrees that a representative of the Board may attend all such meetings for the purposes of the discussion of this Project.

(e) **INDEMNIFICATION** Recipient shall indemnify, defend, and hold harmless the Board; IEDA; the State of Iowa; and its departments, divisions, agencies, sections, commissions, officers, employees, and agents from and against all losses, liabilities, penalties, fines, damages, and claims, including but not limited to taxes, and all related costs and expenses, including but not limited to reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest, and penalties arising from or in connection with any of the following:

- (i) Any claim, demand, action, citation, or legal proceeding arising out of or resulting from the Project;
- (ii) Any claim, demand, action, citation, or legal proceeding arising out of or resulting from a breach by Recipient of any representation or warranty made by Recipient in the Agreement;
- (iii) Any claim, demand, action, citation, or legal proceeding arising out of or related to occurrences that Recipient is required to insure against as provided for in this Agreement; and

- (iv) Any claim, demand, action, citation, or legal proceeding that results from an act or omission of Recipient or any of its agents in its capacity as an employer of a person.

(f) **RELEASE** Recipient shall release, discharge, and relinquish the Board; all Board members; IEDA; the State of Iowa; and all departments, divisions, agencies, sections, commissions, officers, employers, agents, contractors, associates, and affiliates of the State of Iowa from any and all liability resulting from or related to the termination, suspension, reduction, or delay of grant proceeds under this contract, including but not limited to a termination, suspension, reduction, or delay under the following sections of this Agreement: Section 4.2 (Receipt of Funds), Section 6.2(d) (Suspension of Reimbursement), Section 9.5 (Remedies Upon Default), Section 9.6 (Termination for Convenience), and Section 9.7 (Procedure Upon Termination).

(g) **PROJECT FEES** Recipient shall promptly pay all appraisal, survey, recording, title, license, permit, and other fees and expenses incurred incident to the Project funded by this Agreement.

(h) **INTEREST AND SURPLUS PROCEEDS** Recipient shall return all unexpended Grant funds and interest accrued on Grant funds to IEDA within thirty (30) days after the Project Completion Date.

8.2 NEGATIVE COVENANTS Throughout the terms of this Agreement, Recipient shall not, without prior written disclosure to the Board and prior written consent of the Board:

(a) **RECIPIENT'S INTEREST** Assign, waive, or transfer any of Recipient's rights, powers, duties, or obligations under this Agreement.

(b) **PROPERTY/COLLATERAL** Sell, transfer, convey, assign, encumber, or otherwise dispose of any of the real property for the Project.

(c) **RESTRICTIONS** Place or permit any restrictions, covenants, or any similar limitations on the real property or the Project.

(d) **REMOVAL OF PROJECT PROPERTY** Remove from the Project site or the State all or any part of the Project property.

(e) **RECIPIENT OWNERSHIP** Change the ownership, structure, or control of Recipient including but not limited to, entering into any merger or consolidation with any person, firm or corporation or permitting substantial distribution, liquidation or other disposal of Recipient's assets directly associated with the Project, if such change materially affects the Project. Recipient shall notify the Board forty-five (45) days prior to any change in Recipient's ownership, structure, or control. A change in board membership of Recipient, which takes place in the normal course of business, does not require Board consent. The Board has sole discretion to determine whether the change materially affects the Project. The Board shall not unreasonably withhold consent and will notify Recipient prior to the expiration of the 45-day period if it determines that the change in ownership, structure, or control does not materially affect the Project and therefore does not require Board consent.

(f) **RECIPIENT OPERATION** Materially change the scope or use of the Project or the nature of the business and activities being conducted or proposed to be conducted by Recipient as described in Recipient's approved CAT Application (Exhibit A), unless the change is approved in writing by the Board. The Board shall determine the materiality of the change.

ARTICLE 9
DEFAULT; REMEDIES; AND TERMINATION

9.1 **NOTICE OF EVENT(S) OF DEFAULT** Recipient shall promptly notify the Board upon becoming aware of an actual or imminent Event of Default by Recipient.

9.2 **EVENT(S) OF DEFAULT** Each of the following shall constitute an Event of Default under this Agreement:

(a) **MATERIAL MISREPRESENTATION** Any representation, warranty or statement made or furnished to the Board by, or on behalf of, Recipient in connection with this Agreement or to induce the Board to make a Grant to Recipient shall be determined by the Board to be incorrect, false, misleading, or erroneous in any material respect when made or furnished.

(b) **NONCOMPLIANCE** Recipient fails to comply with Iowa Code Chapter 15F, the Board's administrative rules (261 Iowa Administrative Code Chapter 211), or any of the covenants, terms or conditions contained in this Agreement or documents executed pursuant to this Agreement.

(c) **FAILURE TO COMPLETE PROJECT** The Project, in the sole judgment of the Board, is not completed on or before the Project Completion Date. For the purposes of this section, "completed" means the Project is fully constructed and operational.

(d) **FAILURE TO OPERATE AND MAINTAIN** Recipient fails to operate and maintain the Project facilities for the duration of this Agreement.

(e) **RECIPIENT CHANGES** There is a material change in Recipient's ownership, structure, or control that occurs without the prior written disclosure to and, if required, written consent of the Board.

(f) **MISSPENDING** Recipient expends Grant funds for purposes not described in the CAT Application as approved by the Board (Exhibit A) or the Program Description and Budget (Exhibit B).

(g) **INSOLVENCY OR BANKRUPTCY** Recipient becomes insolvent or bankrupt, or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or Recipient applies for or consents to the appointment of a trustee or receiver for Recipient or for the major part of its property; or if a trustee or receiver is appointed for Recipient or for all or a substantial part of the assets of Recipient and the order of such appointment is not discharged, vacated or stayed within sixty (60) days after such appointment; or if bankruptcy, reorganization, arrangement, insolvency, or liquidation proceedings or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors are instituted by or against Recipient and, if instituted against Recipient, are consented to, or, if contested by Recipient, such proceeding is not dismissed by the adverse parties or by an order, decree or judgment within sixty (60) days after such institution.

(h) **INSURANCE** Loss, theft, damage, or destruction of any substantial portion of the Project property occurs for which there is either no insurance coverage or for which, in the opinion of the Board, there is insufficient insurance coverage.

(i) **INSECURITY** The Board in good faith deems itself insecure and reasonably believes, after consideration of all the facts and circumstances then existing, that the prospect of payment and satisfaction of the obligations under this Agreement or the performance of or observance of the covenants in this Agreement or the value of its collateral is or will be materially impaired.

(j) **CONVEYANCE OF RESPONSIBILITIES** Recipient assigns, waives, or transfers any of Recipient's

rights, powers, duties, or obligations under this Agreement without written permission of the Board.

(k) **CONVEYANCE OF PROPERTY** Recipient sells, transfers, conveys, assigns, encumbers, or otherwise disposes of any real property of the Project without written permission of the Board.

(l) **NO DISBURSEMENT OF FUNDS** IEDA has not disbursed CAT funds within the twelve (12) months immediately following the Effective Date.

9.4 **NOTICE OF DEFAULT** The Board shall issue a written notice of default providing therein a thirty (30) day period during which Recipient shall have an opportunity to cure. Notwithstanding this Section 9.4, if the Board determines cure is not possible or feasible, the Board may immediately deem Recipient in default without prior written notice or opportunity to cure.

9.5 **REMEDIES UPON DEFAULT** Upon the occurrence of any Event of Default, the Board shall have the right to terminate this Agreement and to require immediate repayment of the full amount of funds disbursed to Recipient under this Agreement plus interest at the rate of ten percent (10%) per annum without presentment, demand, protest, notice of protest, notice of intention to accelerate, or other notice of any kind, all of which are expressly waived by Recipient.

9.6 **TERMINATION FOR CONVENIENCE** In addition to termination due to an Event of Default or nonappropriation of CAT funds, this Agreement may be terminated in whole, or in part, when the Board and Recipient agree that the continuation of the Project would not produce beneficial results commensurate with the future disbursement of funds.

9.7 **PROCEDURE UPON TERMINATION** If this Agreement is terminated for convenience, reimbursement shall be allowed for costs expended up to the date of termination determined by the Board to be in compliance with Iowa Code Chapter 15F, the Board's administrative rules (261 Iowa Administrative Code Chapter 211), and this Agreement. If this Agreement is terminated for an Event of Default, nonappropriation of funds, or a reduction of appropriated funds, the Board may, in its sole discretion, allow reimbursement or partial reimbursement for costs up to the date of termination determined by the Board to be in compliance with Iowa Code Chapter 15F, the Board's administrative rules (261 Iowa Administrative Code Chapter 211), and this Agreement. Recipient shall return to IEDA all unencumbered Grant funds within one (1) week of receipt of Notice of Termination. Any costs previously paid by the Board that are subsequently determined to be unallowable through audit procedures shall be returned to the Board within thirty (30) days of the disallowance.

ARTICLE 10 **GENERAL TERMS AND PROVISIONS**

10.1 **BINDING EFFECT** This Agreement shall be binding upon and shall inure to the benefit of the Board and Recipient and their respective heirs, successors, legal representatives, and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions, and conditions of this Agreement shall be jointly and severally enforceable against the parties to this Agreement.

10.2 **TIMELY PERFORMANCE** The parties agree that the dates and time periods specified in this Agreement are of the essence to the satisfactory performance of this Agreement.

10.3 **ENHANCE IOWA RECOGNITION** The Project shall permanently recognize, in a manner acceptable to IEDA, the financial contribution to the Project made by the State of Iowa through the Community Attraction and Tourism Program.

10.4 COMPLIANCE WITH LAWS AND REGULATIONS

(a) Recipient shall comply with all applicable State and federal laws, rules, ordinances, regulations and orders. Recipient shall comply with Iowa Code Chapter 15F and the Board's administrative rules (261 Iowa Administrative Code Chapter 211).

(b) Recipient shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing within the scope of this Agreement, including without limitation, all laws applicable to the prevention of discrimination in employment, the administrative rules of the Iowa Department of Management or the Iowa Civil Rights Commission which pertain to equal employment opportunity and affirmative action, laws relating to prevailing wages, occupational safety and health standards, prevention of discrimination in employment, payment of taxes, gift laws, lobbying laws, and laws relating to the use of targeted small businesses as contractors or suppliers.

(c) Recipient declares that it has complied or will comply, in a timely fashion, with all federal, state, and local laws regarding permits, licenses, and clearances that may be required to carry out the Project.

(d) As required by Iowa Code Section 15F.106, Recipient shall provide and pay at least fifty percent (50%) of the cost of a standard medical insurance plan for all full-time employees working at the Project after the completion of the Project.

(e) The Board may consider the failure of Recipient to comply with any law or regulation as a material breach of this Agreement. In addition, Recipient may be declared ineligible for future Community Attraction and Tourism Program assistance or be subjected to other sanctions, as defined by law, for failure to comply with this section.

10.5 SURVIVAL OF AGREEMENT Each provision of this Agreement shall be deemed severable from all other provisions of the Agreement and, if one or more of the provisions of the Agreement shall be declared invalid, the remaining provisions of the Agreement shall remain in full force and effect.

10.6 CHOICE OF LAW AND FORUM The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to any other principles of conflicts of law.

In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the proceeding shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if such court has jurisdiction. If however, such court lacks jurisdiction and jurisdiction lies only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division.

This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the Enhance Iowa Board, the State of Iowa or their Board members, officers, employees or agents.

10.7 NO THIRD-PARTY BENEFICIARIES There are no third-party beneficiaries to this Agreement.

10.8 MODIFICATION Neither this Agreement nor any documents incorporated by reference in connection with this Agreement may be changed, waived, discharged, or terminated orally, but only as provided below:

(a) **WRITING REQUIRED** The Agreement may only be amended through written prior approval of the Board. Examples of situations where amendments are required include, but are not limited to, extensions for completion of Project activities and changes to the Project including, but not limited to, alteration of existing approved activities or inclusion of new activities.

(b) **BOARD REVIEW** The Board will consider whether an amendment request is so substantial as to necessitate reevaluating the Board's original funding decision on the Project. The Board will deny an amendment if it substantially alters the circumstances under which the Project funding was originally approved or if it does not meet requirements set forth in Iowa Code Chapter 15F or 261 Iowa Administrative Code Chapter 211.

10.9 **NOTICES** Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be in writing, enclosed in an envelope, addressed to the party to be notified at the address heretofore stated (or at such other address as may have been designated by written notice), properly stamped, sealed and deposited in the United States Mail. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or three (3) days after posting. The Board may rely on the addresses of Recipient as set forth heretofore.

10.10 **WAIVERS** No waiver by the Board of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Board in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Board shall preclude future exercise thereof or the exercise of any other right or remedy.

10.11 **LIMITATION** It is agreed by Recipient that the Board shall not, under any circumstances, be obligated financially under this Agreement except to disburse funds according to the terms of the Agreement.

10.12 **ENFORCEMENT EXPENSES** Recipient shall pay upon demand all reasonable fees and expenses, including but not limited to the fees and expenses of the Board's attorneys, including the Iowa Attorney General, experts and agents, in connection with the exercise or enforcement of any of the Board's rights under the Agreement.

10.13 **HEADINGS** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Agreement.

10.14 **EVENT OF BOARD DISSOLUTION** Recipient hereby acknowledges that the Enhance Iowa Board is a public instrumentality of the State of Iowa and that, in the event that the Board is dissolved for any reason, the State of Iowa is entitled to enforce any right, title, or interest held by the Board and that all Recipient's obligations hereunder are also owed to the State of Iowa.

10.15 **FINAL AUTHORITY** The Board shall have the final authority to assess whether Recipient has complied with the terms of this Agreement. The Board's decision shall be final and binding on all questions concerning the interpretation of this Agreement.

10.16 **INTEGRATION** This Agreement contains the entire understanding between Recipient and the Board relating to this Project 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. None of the Parties has relied on any such prior representation in entering into this Agreement.

10.17 **COUNTERPARTS** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but the same instrument.

10.18 **DOCUMENTS INCORPORATED BY REFERENCE** The following documents are hereby incorporated by reference:

- (a) Exhibit A - CAT Application, as approved by the Enhance Iowa Board. Due to its size, Exhibit A will not be attached to this Agreement, but will be kept on file at IEDA.
- (b) Exhibit B - Program Description and Budget.

CAT Agreement Number: 22-CAT-009
City of Nevada

10.19 **ORDER OF PRIORITY** In the event of a conflict between documents, the following order of priority shall be applied:

- (a) Articles 1-10 of this Grant Agreement.
- (b) Exhibit B - Program Description and Budget.
- (c) Exhibit A - CAT Application as approved by the Enhance Iowa Board.

IN WITNESS WHEREOF in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement, effective as of the Effective Date first stated.

FOR THE ENHANCE IOWA BOARD:

BY: _____
John Burns, Chair

FOR RECIPIENT:

BY: _____
City of Nevada

_____ Name and Title

CAT Agreement Number: 22-CAT-009
City of Nevada

LIST OF EXHIBITS

Exhibit A	CAT Application as approved by the Enhance Iowa Board (on file with IEDA)
Exhibit B	Program Description and Budget

**COMMUNITY ATTRACTION AND TOURISM (CAT)
PROGRAM DESCRIPTION AND BUDGET**

EXHIBIT B

Recipient: City of Nevada

Award Date: December 2, 2021

Agreement Number: 22-CAT-009

PROJECT DESCRIPTION		AMOUNT BUDGETED		
		CAT	MATCH	TOTAL
The project will include the construction of a new facility with approximately 40,000 square feet on the main floor and another 16,000 square feet on the 2nd level. The building will include a gym with three full-size courts, an indoor play area for young children, an elevated track, turf area with batting cages, and multi-purpose flex spaces.		\$424,000	\$7,360,674	\$7,784,674
TOTAL OF ALL FUNDS BUDGETED:		\$424,000	\$7,360,674	\$7,784,674

RESOLUTION NO. 052 (2021/2022)

Resolution to provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the Field House 2022 Project, and the taking of bids therefor

WHEREAS, it has been proposed that the City Council of the City of Nevada, Iowa (the "City"), undertake the authorization of a public improvement to be constructed as described in the proposed plans and specifications and form of contract prepared by Roseland Mackey Harris Architects, P.C. (the "Project Architects"), which may be hereafter referred to as the "Field House 2022 Project" (and is sometimes hereinafter referred to as the "Project"), which proposed plans, specifications, notice of hearing and letting, and form of contract and estimate of cost (the "Contract Documents") are on file with the City Clerk; and

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

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

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

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

Section 3. March 14, 2022, at 6:00 p.m., at the Council Chambers, City Hall, Nevada, Iowa, is hereby fixed as the time and place of hearing on the Contract Documents.

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

(Form of Notice of Hearing)

**NOTICE OF PUBLIC HEARING ON PROPOSED
PLANS AND SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE
CITY OF NEVADA FIELD HOUSE 2022**

NEVADA, IOWA

Notice is Hereby Given: That at 6:00 PM, at the Council Chambers, City Hall, 1209 6th Street, Nevada, IA 50201 on March 14, 2022, the City Council of the City of Nevada, Iowa (The "City") will hold a public hearing on the proposed plans and specifications, form of contract and estimate of cost (the "Contract Documents") for the proposed City of Nevada Field House 2022 Project (the "Project").

The Project shall consist of:

Construction of a new facility at 1717 Fawcett Parkway in Nevada, Iowa consisting of site work, concrete foundations and slabs, masonry, structural steel, pre-engineered metal building components, aluminum entrances and windows, interior steel stud framing and drywall, hollow metal doors and frames, finishes, hydraulic passenger elevator, and accessories.

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

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

Kerin Wright
City Clerk

Section 5. The City Council hereby delegates to the City Clerk the duty of receiving bids for the construction of the Project until 2:00 p.m. on February 22, 2022, in the office of the City Clerk, City Hall, Nevada, Iowa. At such time and place, the City Council hereby delegates to the City Clerk and/or the Project Architects the duty of opening and announcing the results of the bids received. March 14, 2022, at 6:00 p.m., at the Council Chambers, City Hall, in the City, is hereby fixed as the time and place that the Council will consider the bids received by the City Clerk in connection therewith.

Section 6. The amount of the bid security to accompany each bid is hereby fixed at 5% of the total amount of the bid.

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

(Form of Notice to Bidders)

**SECTION 001113
ADVERTISEMENT FOR BIDS
CITY OF NEVADA - FIELD HOUSE 2022**

1.01 NOTICE

- A. Notice is hereby given that the City Council of the City of Nevada, Iowa, will meet at the Council Chambers in the City Hall, 1209 6th Street, Nevada, Iowa, at 6:00 p.m. on March 14, 2022 at which time and place the City Council will hear objections to the proposed plans, specifications, and form of contract for said City of Nevada Field House 2022.
- B. Sealed proposals for construction of the City of Nevada Field House, 1717 Fawcett Parkway, Nevada, IA 50201, will be received by the City of Nevada, at the office of the City Clerk, 1209 6th Street, Nevada, IA 50201 until 2:00 P.M., on the 22nd day of February, 2022. Said proposals will be publicly opened and tabulated at 2:00 PM on February 22, 2022 in the office of the City Clerk, City Hall, 1209 6th Street, Nevada, IA 50201 for consideration by the City Council of the City of Nevada, Iowa at its meeting on March 14, 2022 at 6:00 PM at the Council Chambers, City Hall 1209 6th Street, Nevada, IA 50201.
- C. Bids received after the time and date stated above will not be considered and will be returned to bidder.
- D. Work under this contract includes construction of a new facility consisting of site work, concrete foundations and slabs, masonry, structural steel, pre-engineered metal building components, aluminum entrances and windows, interior steel stud framing and drywall, hollow metal doors and frames, finishes, hydraulic passenger elevator, and accessories.
- E. Each proposal shall be made on the official bid proposal form prepared for this purpose, which may be obtained from the Architect. Any alteration in the official bid proposal form will entitle the City of Nevada at its option to reject the proposal involved from consideration. Each proposal shall be accompanied by a bid bond or a certified check or cashier's check, drawn on a solvent state or national bank, or a certified share draft drawn on a credit union in Iowa, and filed in a sealed envelope separate from the one containing the proposal. The bidder's certified check or bid bond shall be in an amount equal to five percent (5%) of the amount of the proposal, made payable to the City of Nevada, Iowa. The check may be cashed by the City of Nevada or the bid bond forfeited to the City as liquidated damages in the event the successful bidder fails to enter into a contract and file acceptable bonds satisfactory to the City assuring the faithful fulfillment of the contract and maintenance of said improvements as required by law within 10 days after the acceptance of the successful bidder's proposal.
- F. The City of Nevada reserves the right to reject any or all proposals, or to defer action on the proposals for a period of not to exceed 30 days from and after the date and time specified in this notice for receiving proposals.
- G. The City of Nevada, Iowa, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
- H. The successful bidder will be required to furnish a Performance Bond and a Payment Bond, each in an amount equal to 100 percent of the contract price. Said bonds are to be issued by a responsible Surety approved by the City and shall guarantee that the Principal will promptly make payment to all persons, firms, subcontractors and corporations furnishing materials for or

performing labor in the prosecution of the work stated and the faithful performance of the contract and the terms and conditions therein contained and the guarantee that all work performed and materials furnished shall be free from defects for a period of one (1) year from the time of acceptance of said improvements by the City of Nevada.

- I. By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes provided that the award of contract will be made to the lowest responsible bidder submitting the lowest responsive bid, which shall be determined without regard to state or local laws giving preference to factors other than the amount of the bid.
- J. Work under the proposed contract shall be commenced immediately after the award of the contract and shall be completed and ready for operation not later than 365 calendar days after the notice to proceed, subject to any extension of time which may be granted by the City of Nevada.
- K. The bidder shall not include sales tax in the bid. The City of Nevada, Iowa will distribute tax exemption certificates and authorization letters to the Contractor and all subcontractors who are identified. The Contractor and subcontractor may make copies of the tax exemption certificates and provide a copy to each supplier providing construction materials. These tax exemption certificates and authorization letters are applicable only for this specific project under the Contract
- L. Plans and specifications governing the construction of the proposed improvements have been prepared by Roseland Mackey Harris Architects, P.C., which plans and specifications and the official proceedings of the City of Nevada referring to and defining said proposed improvements are hereby made a part of this Notice and the proposed contract by this reference, and shall be executed in compliance therewith.
- M. Prebid conference and site walkthrough has been scheduled for 2:00 p.m. on February 8th, 2022 at the Council Chambers, City Hall 1209 6th Street, Nevada, IA 50201. General contract and subcontract bidders and suppliers are invited to attend. Representatives of the Architect will be in attendance. Information relevant to the Bid Documents will be recorded in an Addendum, issued to Bid Document recipients.
- N. Plans, specifications and proposed contract documents are on file with the Architect, for examination by bidders. Copies of said plans, specifications, Form of Proposal blanks and Form of Contract may be obtained from Roseland Mackey Harris Architects, P.C., 1615 Golden Aspen Drive, Suite 110, Ames, Iowa 50010, (515) 292-6075, upon written request and deposit of \$100.00 per set after January 25, 2022. A refund of \$100.00 per document set returned in good and usable condition within 10 days after the date of receiving bids will be returned to the requesting firm.
- O. Bidding Documents may be obtained from Beeline+Blue, 2507 Ingersoll Avenue, Des Moines, IA 50312, (515) 244-1611, www.beelineandblue.com.

END OF NOTICE

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

Passed and approved January 24, 2022.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

....

On motion and vote, the meeting adjourned.

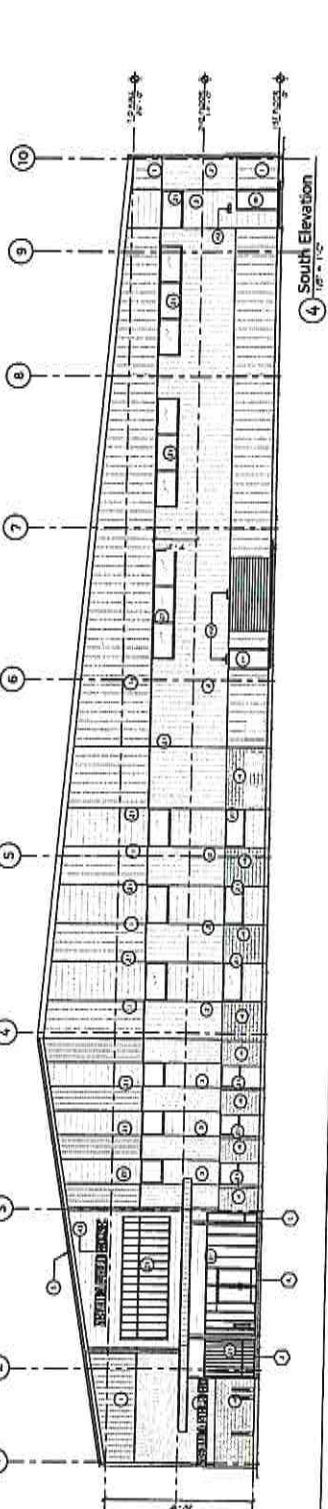
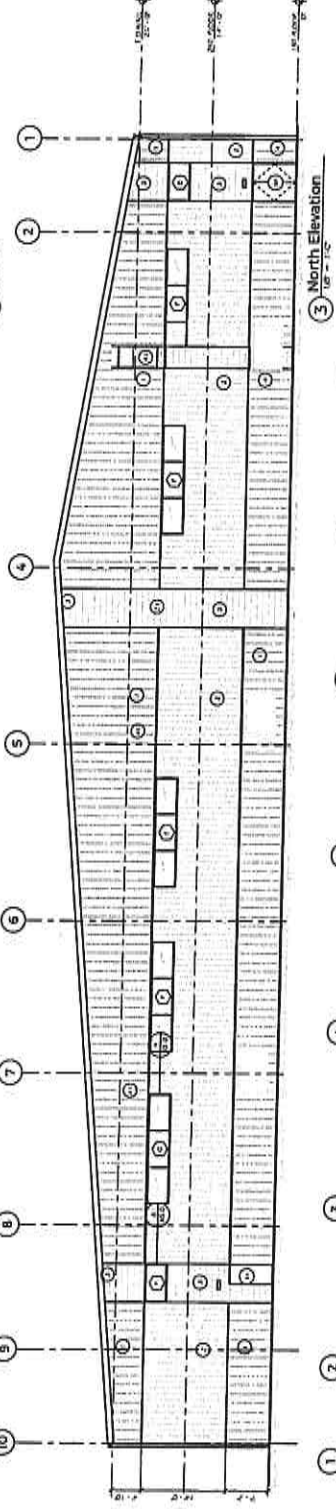
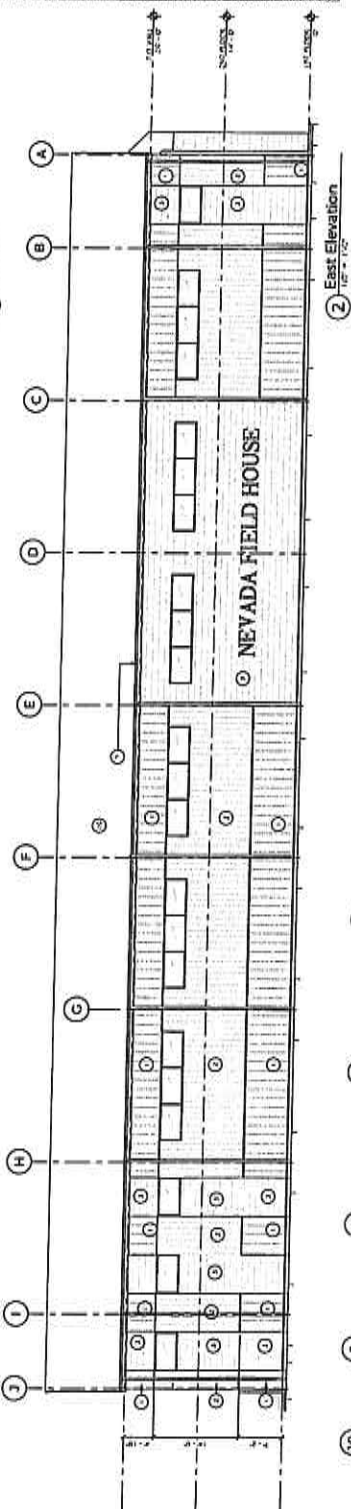
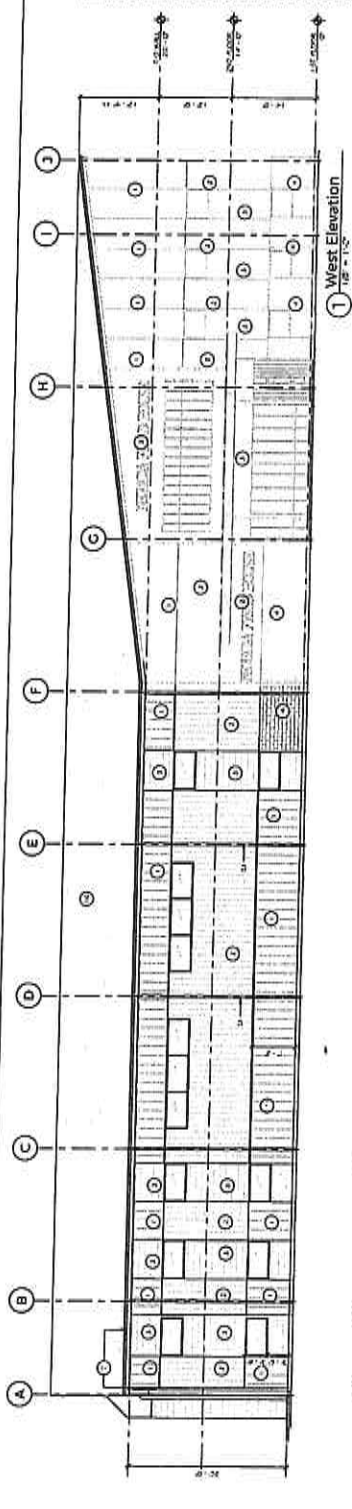
Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

NO.	DESCRIPTION	DATE
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- GENERAL NOTES**
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
 2. ALL MATERIALS SHALL BE OF THE BEST QUALITY AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.
 3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 4. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED BUDGET.
 5. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED QUALITY STANDARDS.
 6. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED SAFETY STANDARDS.
 7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED ENVIRONMENTAL STANDARDS.
 8. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED ACCESSIBILITY STANDARDS.
 9. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED ENERGY EFFICIENCY STANDARDS.
 10. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED SUSTAINABILITY STANDARDS.

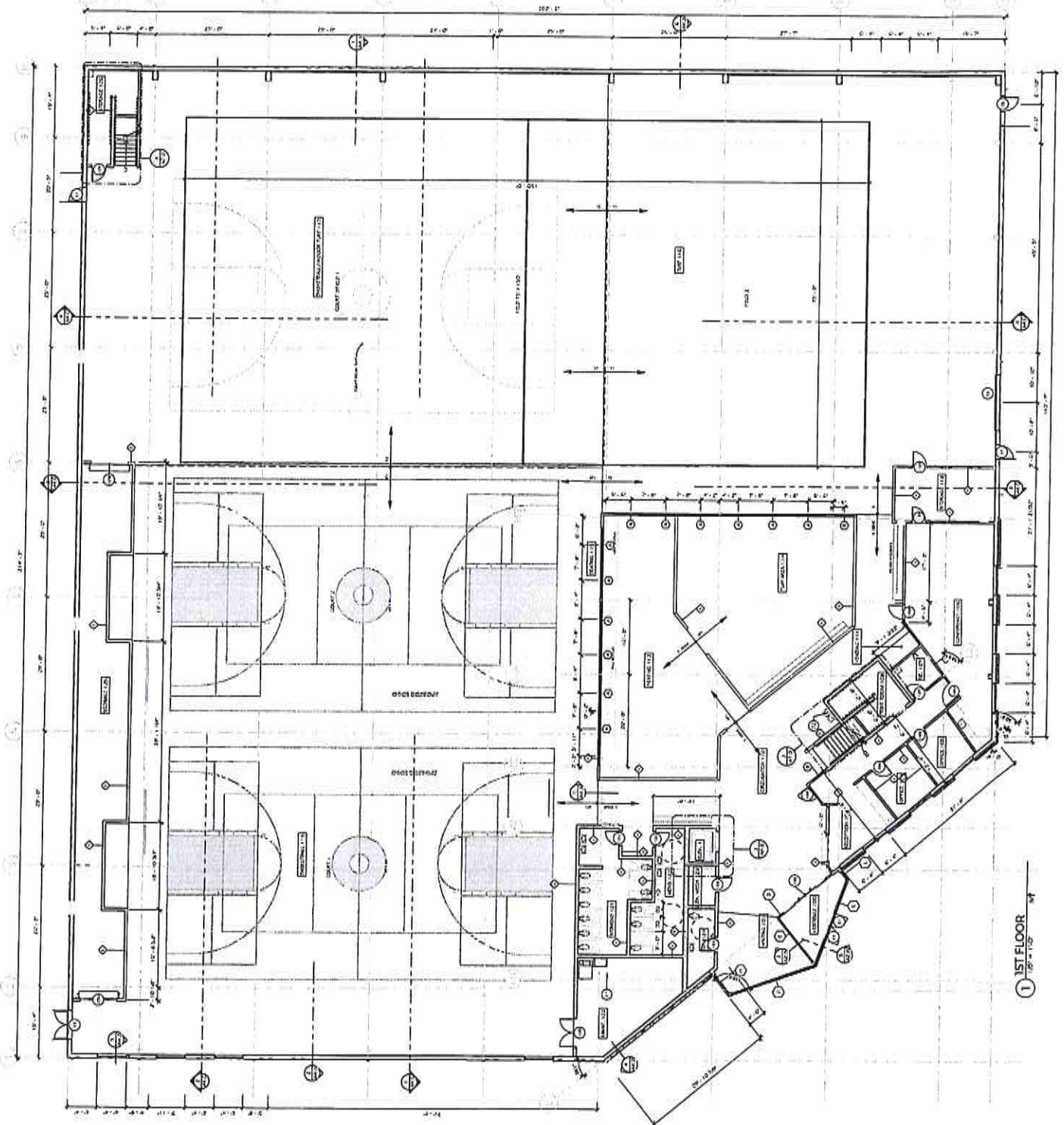


THE FOLLOWING INFORMATION IS FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT A CONTRACT. THE INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE. THE INFORMATION IS NOT A CONTRACT. THE INFORMATION IS NOT A CONTRACT. THE INFORMATION IS NOT A CONTRACT.

SPECIAL TOPICS

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1 1ST FLOOR

ATTESTATION CERTIFICATE:

STATE OF IOWA
COUNTY OF STORY
CITY OF NEVADA

SS:

I, the undersigned, City Clerk of the City of Nevada, Iowa, do hereby certify that the transcript hereto attached is a true, correct and complete copy of all the records of the City relating to fixing a time and place of hearing on the proposed plans, specifications and form of contract, and estimated cost for the construction of the Field House 2022 Project and directing publication of a Notice of Hearing announcing the time and place fixed therefor; and fixing a time and place for the taking of bids for the construction of the Project and directing posting of a Notice to Bidders announcing the time and place fixed therefor.

WITNESS MY HAND this ____ day of _____, 2022.

Kerin Wright, City Clerk

NOTICE OF HEARING PUBLICATION CERTIFICATE:

STATE OF IOWA
COUNTY OF STORY
CITY OF NEVADA

SS:

I, the undersigned, City Clerk of the City of Nevada, Iowa, do hereby certify that pursuant to the resolution of its City Council fixing a date of hearing on the proposed plans and specifications, form of contract and estimated cost for the Field House 2022 Project, the Notice of Hearing, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this ____ day of _____, 2022.

Kerin Wright, City Clerk

(Attach here publisher's affidavit of publication of Notice of Hearing.)

(PLEASE NOTE: Do not date and return this certificate until you have received the publisher's affidavit and have verified that the Notice of Hearing was published on the date indicated in the affidavit, but please return all other completed pages to us as soon as they are available.)

NOTICE TO BIDDERS POSTING CERTIFICATE – CONTRACTOR PLAN ROOM/LEAD GENERATING SERVICE:

STATE OF IOWA
COUNTY OF STORY
CITY OF NEVADA

SS:

I, the undersigned, City Clerk of the City of Nevada, Iowa, do hereby certify that pursuant to the resolution of its City Council setting the date of the bid letting for the Field House 2022 Project, the Notice to Bidders, of which the printed slip attached to the affidavit hereto attached is a true and complete copy, was posted on the date and in the relevant contractor plan room service/construction lead generating service specified in such affidavit, which contractor plan room service/construction lead generating service has a statewide circulation.

WITNESS MY HAND this ____ day of _____, 2022.

Kerin Wright, City Clerk

(Attach here the affidavit of posting of the Notice to Bidders from the contractor plan room service/construction lead generating service.)

(PLEASE NOTE: Do not date and return this certificate until you have received the affidavit of posting from the contractor plan room service/construction lead generating service and have verified that the Notice to Bidders was posted on the date indicated in the affidavit, but please return all other completed pages to us as soon as they are available.)

NOTICE TO BIDDERS POSTING CERTIFICATE – SPONSORED INTERNET SITE:

STATE OF IOWA
COUNTY OF STORY
CITY OF NEVADA

SS:

I, the undersigned, City Clerk of the City of Nevada, Iowa, do hereby certify that pursuant to the resolution of its City Council setting the date of the bid letting for the Field House 2022 Project, the Notice to Bidders provided for therein was posted on the City's website on _____, 2022 and/or on the website of the Iowa League of Cities on _____, 2022.

WITNESS MY HAND this ____ day of _____, 2022.

Kerin Wright, City Clerk

(Attach here the affidavit of posting of the Notice to Bidders from the Iowa League of Cities, if applicable or attach here a screenshot of the Notice to Bidders, as posted, from the City's website, showing the date of such posting)

January 19, 2022

VIA EMAIL

Kerin Wright
City Clerk/City Hall
Nevada, Iowa

Re: Field House 2022 Project
Our File No. 420131-81

Dear Kerin:

We have prepared and attach the necessary proceedings to enable the City Council to act at the January 24, 2022, meeting to set a date, time and place for the hearing and letting for the Field House 2022 Project.

The materials attached include the following items:

1. Resolution setting the date for the hearing and letting; approving the form of notice of hearing (the "Notice of Hearing") on proposed plans, specifications, proposed form of contract and estimated cost (the "Contract Documents") set forth in Section 4 of the Resolution; and approving the form of notice to bidders (the "Notice to Bidders") set forth in Section 7 of the Resolution.
2. Attestation Certificate attesting to the validity of the transcript.
3. Publication Certificate covering publication of the Notice of Hearing, to which the publisher's affidavit of publication, together with a clipping of the notice as published, should be attached.

The Notice of Hearing must be published at least once, not less than four (4) and not more than twenty (20) days prior to the date of the said hearing in a legal newspaper of general circulation in the City. The last date on which this notice can be effectively published is March 10, 2022. As soon as the notice appears in the newspaper, please email a copy to lemke.susan@dorsey.com.

4. Posting Certificates covering the posting of the Notice to Bidders in the three places designated by Section 26.3 of the Code of Iowa, to which an affidavit of posting, together with a proof of the Notice to Bidders as posted, should be attached.

The Notice to Bidders must be posted in each of the following three places:

- (i) in a relevant contractor plan room service with a statewide circulation;
- (ii) in a relevant construction lead generating service with a statewide circulation; and
- (iii) on an internet site sponsored by either the City or a statewide association that represents the City (i.e. the Iowa League of Cities).

The Notice to Bidders must be posted not less than thirteen (13) and not more than forty-five (45) days prior to the date designated for receiving bids. The last date on which this notice can be effectively posted is February 9, 2022. The Notice to Bidders should be provided to the Construction Update Network by no later than February 8, 2022.

It is our understanding that, in order to meet the requirement of items (i) and (ii) in the paragraph above, the architect will arrange for the Notice to Bidders to be posted on the Construction Update Network hosted by the Master Builders of Iowa. Further, it is our understanding that to comply with item (iii) in the paragraph above, the City Clerk or the architect will arrange for the Notice to Bidders to be posted on either the City's website or the website of the Iowa League of Cities.

Please return one fully executed copy of these proceedings to our office.

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

Best regards,

John P. Danos

Attachments

cc: Jordan Cook
Roseland Mackey Harris Architects, P.C.

ORDINANCE NO. 1022 (2021/2022)

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF NEVADA,
IOWA, 2006, BY AMENDING PROVISIONS PERTAINING
TO SEWER USER CHARGES (CHAPTER 99)**

BE IT ENACTED by the City Council of the City of Nevada, Iowa:

Section 1. SECTION MODIFIED. Chapter 99 (Sewer Use Charges), Section 99.06 (User Charges) of the Code of Ordinances of the City of Nevada, Iowa, 2006, is amended to read as follows:

99.06 USER CHARGES.

1. Minimum Charge. The minimum user charge per month shall be:

Meter Reading Date	Monthly Service Fee
July, 2020	\$10.13
June, 2021	\$12.16
<u>March, 2022</u>	<u>\$20.00</u>

2. Additional Quantity Use Charge. In addition to the minimum monthly charge, each contributor shall pay a user charge rate for operation and maintenance (including replacement), debt retirement of any existing or future bonded indebtedness or construction of reasonable and necessary improvements:

Meter Reading Date	Charge per 1000 Gallons or Pro Rata Part Thereof
Current: June, 2017	\$4.35
July, 2020	\$5.22
June, 2021	\$6.26

3. Sewer Construction. In addition to the above two charges, each user shall be assessed an additional charge per month for payment of reasonable and necessary improvements.

Metering Reading Date	Monthly Construction Fee
July, 2020	\$2.03
June, 2021	\$2.44
<u>March, 2022</u>	<u>\$5.00</u>

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

SECTION 3. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and approved first reading by the Nevada City Council this 24th day of January, 2022.
Passed and approved second reading by the Nevada City Council this ___ day of ___, 2022.
Passed and approved third reading by the Nevada City Council this ___ day of ___, 2022.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

1st Reading – January 24, 2022

Motion by Council Member ___, seconded by Council Member ___, to adopt the first reading of Ordinance No. 1022.

AYES: —
NAYS: —
ABSENT: —

2nd Reading – __

Motion by Council Member ___, seconded Council Member by ___, to approve the second reading of Ordinance No. 1022.

AYES: —
NAYS: —
ABSENT: —

3rd Reading – __

Motion by Council Member ___, seconded by Council Member ___, to approve the third reading of Ordinance No. 1022.

AYES: —
NAYS: —
ABSENT: —

The Mayor declared Ordinance No. 1022 adopted.

I certify that the foregoing was published as Ordinance No. 1022 on the ___ day of ___, 2022.

Kerin Wright, City Clerk

Item # 8C40
Date: 1/24/22



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS	
IMPERIAL RELIANCE LLC	Moes Mart #15	(214) 643-6149	
ADDRESS OF PREMISES	CITY	COUNTY	ZIP
136 East Lincoln Way	Nevada	Story	50201
MAILING ADDRESS	CITY	STATE	ZIP
136 East Lincoln Way	Nevada	Iowa	50201

Contact Person

NAME	PHONE	EMAIL
Mohammad Sajjad	(281) 650-9355	moesmart123@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Class C Beer Permit	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Jan 3, 2022	Jan 2, 2023	

SUB-PERMITS

Class B Wine Permit, Class C Beer Permit



ALCOHOLIC
BEVERAGES
DIVISION
State of Iowa

State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Sunday Service

Status of Business

BUSINESS TYPE

Limited Liability Company

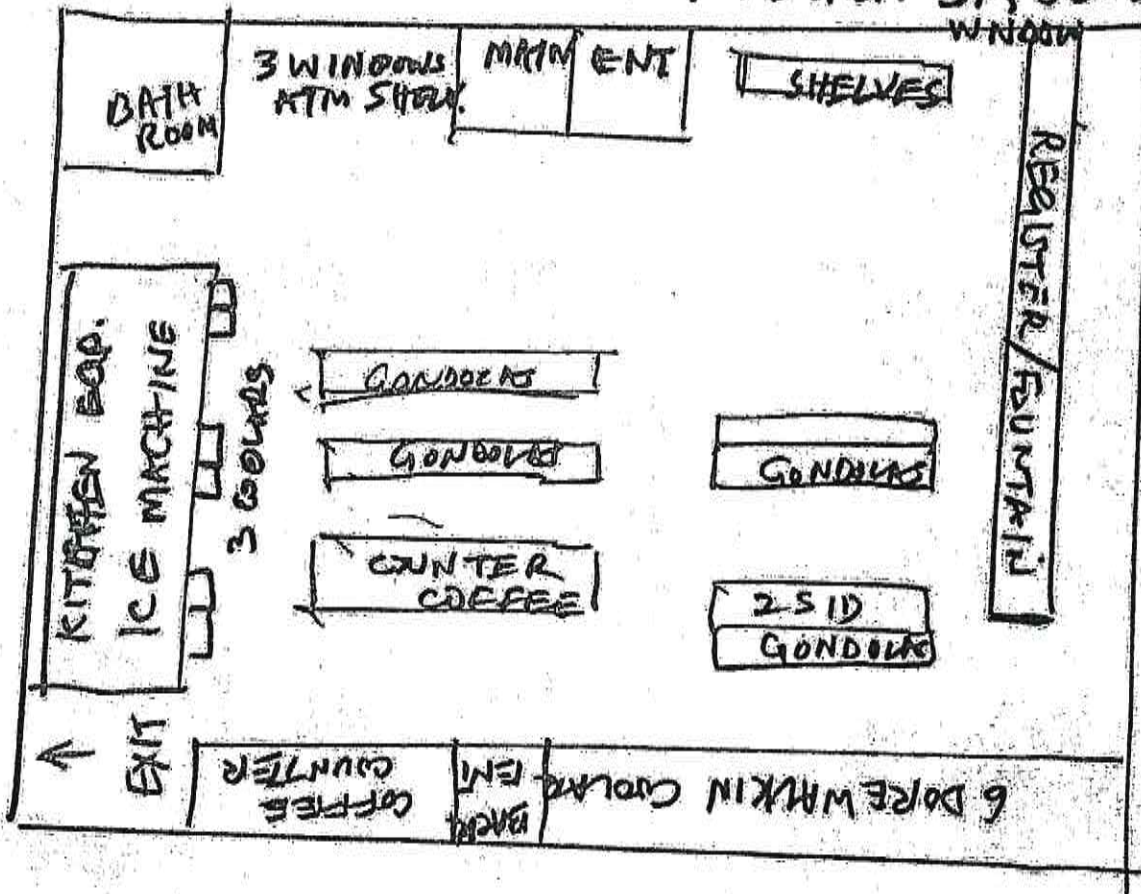
Ownership

No Ownership information found

Insurance Company Information

INSURANCE COMPANY	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE
DRAM CANCEL DATE	OUTDOOR SERVICE EFFECTIVE DATE	OUTDOOR SERVICE EXPIRATION DATE
BOND EFFECTIVE DATE	TEMP TRANSFER EFFECTIVE DATE	TEMP TRANSFER EXPIRATION DATE

136 LINCOLN HWY NEVADA IA 50201



BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the Jan 10, 2022 Council Agenda

Business Name Moe's Mart Phone Number _____

Address 1310 _____

Manager's Name _____ Phone Number _____

Address _____

Owners Name _____ Phone Number _____

Address _____

I hereby certify that the premises where the above applicant intends to operate pursuant to a beer or liquor license has been inspected by the undersigned and that on the date of the inspection the premises (conforms/did not conform) to all applicable fire regulations of the City of Nevada and the State of Iowa.

The Fire Department recommends ☒ approval ☐ denial of a beer or liquor license to this business.

1/18/22
Date

[Signature]
FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS	
IMPERIAL RELIANCE LLC	Moes Mart #16	(214) 643-6149	
ADDRESS OF PREMISES	CITY	COUNTY	ZIP
731 Lincoln Highway	Nevada	Story	50201
MAILING ADDRESS	CITY	STATE	ZIP
731 Lincoln Highway	Nevada	Iowa	50201

Contact Person

NAME	PHONE	EMAIL
Mohammad Sajjad	(281) 650-9355	moesmart123@gmail.com

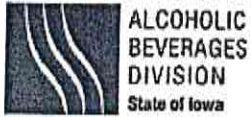
License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Class C Beer Permit	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Jan 3, 2022	Jan 2, 2023	

SUB-PERMITS

Class C Beer Permit, Class B Wine Permit



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Sunday Service

Status of Business

BUSINESS TYPE

Limited Liability Company

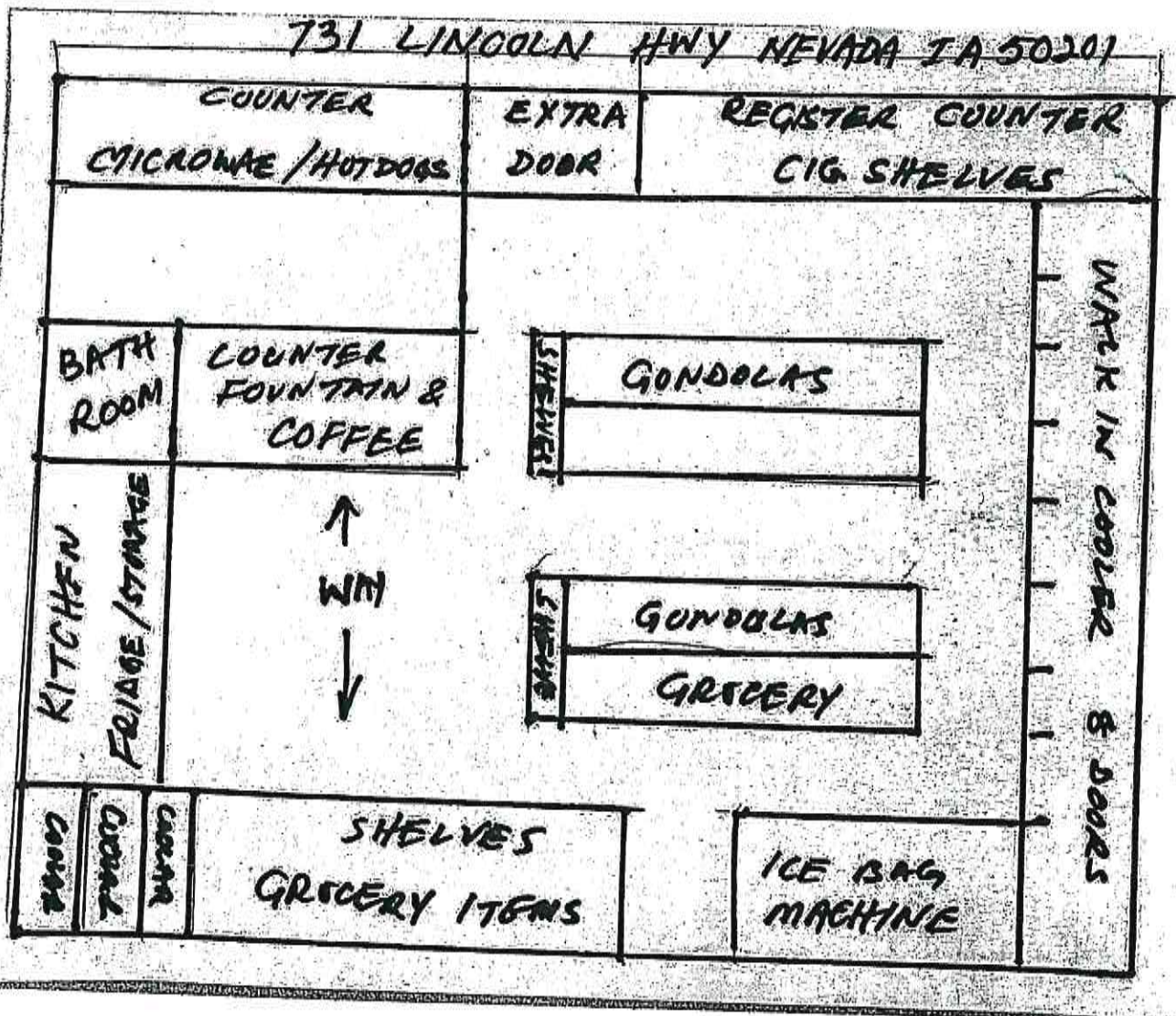
Ownership

No Ownership Information found

Insurance Company Information

INSURANCE COMPANY	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE
DRAM CANCEL DATE	OUTDOOR SERVICE EFFECTIVE DATE	OUTDOOR SERVICE EXPIRATION DATE
BOND EFFECTIVE DATE	TEMP TRANSFER EFFECTIVE DATE	TEMP TRANSFER EXPIRATION DATE

731 LINCOLN HWY NEVADA 7A 50201



BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the Jan 10, 2022 Council Agenda

Business Name Moss Mart Phone Number _____

Address 731 Lincoln Hwy

Manager's Name _____ Phone Number _____

Address _____

Owners Name _____ Phone Number _____

Address _____

I hereby certify that the premises where the above applicant intends to operate pursuant to a beer or liquor license has been inspected by the undersigned and that on the date of the inspection the premises (conforms/did not conform) to all applicable fire regulations of the City of Nevada and the State of Iowa.

The Fire Department recommends ☒ approval ☐ denial of a beer or liquor license to this business.

1/14/22
Date

[Signature]
FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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

Previously complied with orders

Iowa Department of
REVENUE

Iowa Retail Permit
for Cigarette/Tobacco/Nicotine/Vapor

Item # 8E
Date: 1/24/22

<https://tax.iowa.gov>

Instructions on the reverse side

For period (MM/DD/YYYY) 12 / 20 / 2021 through June 30, 2022

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Moes Mart #15

Physical Location Address 136 LINCOLN HWY City Nevada ZIP 50201

Mailing Address Same as above City _____ State _____ ZIP _____

Business Phone Number 214-643-6149

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐

Name of sole proprietor, partnership, corporation, LLC, or LLP Imperial Reliance LLC

Mailing Address 720 N 108th Ave City Omaha State NE ZIP 68154

Phone Number 214-643-6149 Fax Number _____ Email moesmart123@gmail.com

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐

Has vending machine that assembles cigarettes ☐ Other ☐

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Mohammad Sajjad

Name (please print) _____

Signature Mohammad Sajjad

Signature _____

Date 12/14/2021

Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New ☐ Renewal ☐

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse sideFor period (MM/DD/YYYY) 12 / 20 / 2021 through June 30, 2022

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:Trade Name/DBA Moes Mart #16Physical Location Address 731 LINCOLN HWY City Nevada ZIP 50201Mailing Address Same as above City _____ State _____ ZIP _____Business Phone Number 214-643-6149**Legal Ownership Information:**Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐Name of sole proprietor, partnership, corporation, LLC, or LLP Imperial Reliance LLCMailing Address 720 N 108th Ave City Omaha State NE ZIP 68154Phone Number 214-643-6149 Fax Number _____ Email moesmart123@gmail.com**Retail Information:**Types of Sales: Over-the-counter ☒ Vending machine ☐Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒**Type of Establishment: (Select the option that best describes the establishment)**Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐Has vending machine that assembles cigarettes ☐ Other ☐ _____

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)Name (please print) Mohammad Sajjad

Name (please print) _____

Signature Mohammad Sajjad

Signature _____

Date 12/14/2021

Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New ☐ Renewal ☐

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Item # 8F

Date: January 24, 2022

Agenda Item: Tree Trimming – Cemetery

History:

As part of our ongoing cemetery maintenance, we have started the process to budget money each year to do tree trimming within the cemetery. Each year, we select certain sections of the cemetery for trimming and send out RFP's to tree trimming companies. This work is outside the capabilities of our staff to perform due to the height of the work and the necessary equipment used.

This year, we have identified ten (10) blocks and the Garden of Memories for trimming work (see enclosed map). The project will involve removal of dead and damaged branches, removal of low overhanging branches, removal of unwanted growth on the trunks of the trees, and reshaping as necessary.

Funding for this project is included in our current budget. Work is to be completed by March 18, 2022.

Bid information is as follows:

RFP's to four (4) area contractors. One area contractor returned a completed RFP.

- Robbs Tree & Stump Service – Story City: \$10,500.00
- Weiss Tree Service – Nevada: No response – Did a site visit
- Arbor Way Tree Service – St. Anthony: No response
- Ames Story Tree Service – Ames: No response

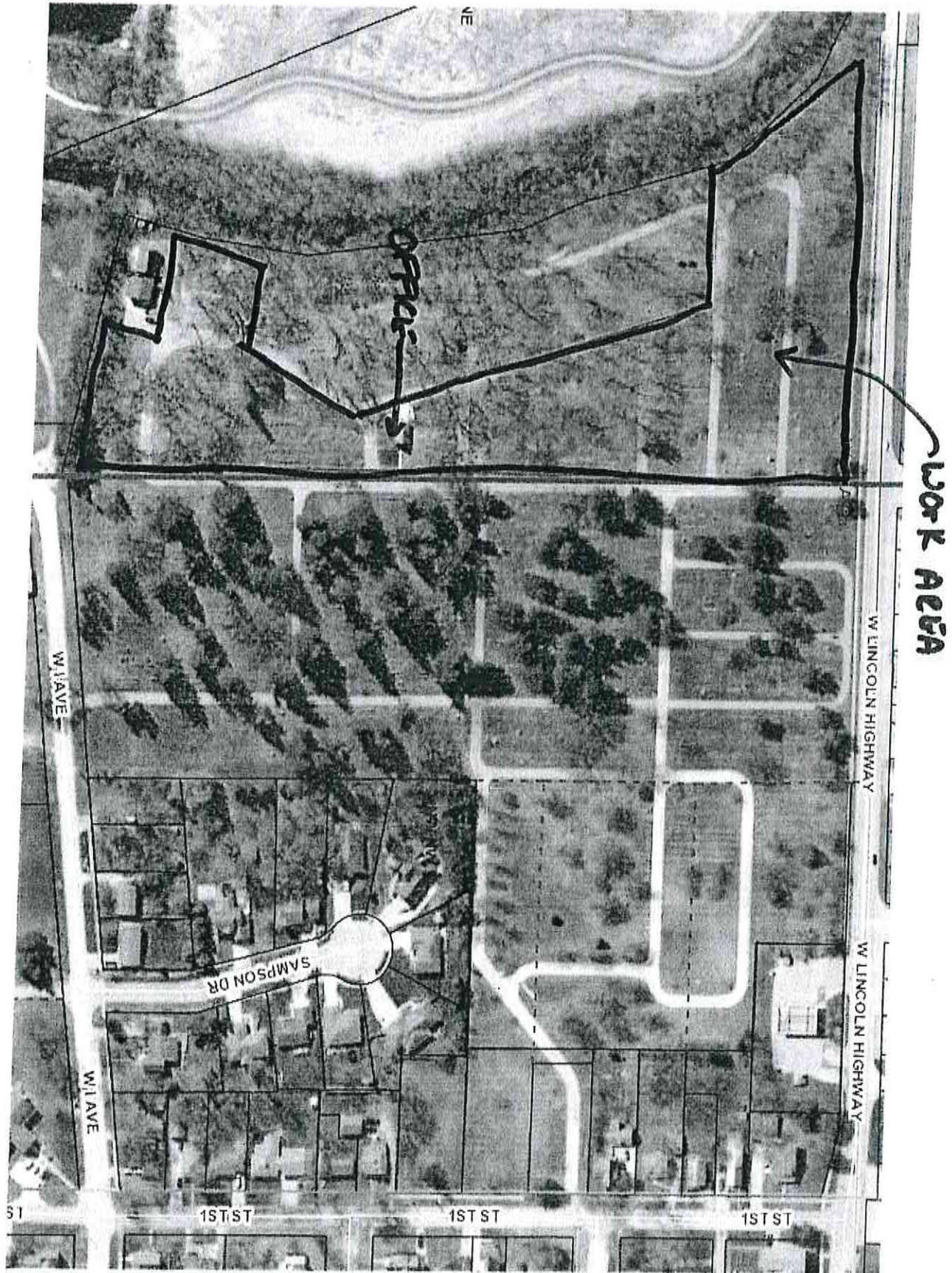
Options:

1. Accept the bid from Robbs Tree & Stump Service in the amount of \$10,500.00.
2. Reject all bids and send out new RFP's.
3. Reject all bids and do nothing at this time.

Staff Recommendation:

Park Board and staff recommend Option #1: Accept the bid from Robbs Tree & Stump Service in the amount of \$10,500.00 to perform tree trimming maintenance work at the cemetery.

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



Written Quotation Form
For: Cemetery Tree Trimming
Nevada Municipal Cemetery

The City of Nevada is seeking written quotations for tree trimming in the Nevada Municipal Cemetery, 1026 1st Street, Nevada, Iowa.

Below are the details regarding the basic scope of services.

Minimum Specifications:

- Trimming of trees in Blocks 19 – 28 & Garden of Memories. Work area is outlined in solid red line on enclosed map.
- Trimming to include removal of dead/damaged branches, removal of low overhanging branches, removal of unwanted growth on trunks, reshaping as necessary.
- Tree debris can be taken to city tree collection site next to Waste Water Treatment Plant.
- Work must be performed by contractor without moving headstones. Damage to headstones will be the responsibility of the contractor/contractors insurance.
- Any damage to turf will be the responsibility of the contractor.
- Contractor must provide proof of insurance. Required insurance information is on the reverse side of this Quotation Form.
- Work must be completed by March 18, 2022.
- Payment will be made at the first City Council meeting following satisfactory completion of work.

For on-site inspection and questions, please contact Gene Fritz, Cemetery Sexton, at 515-382-6240.

Quotations Received from:

Vendor	Contact Name	Price
Robbs Tree & Stump Service 228 Summit Drive Story City, IA 50248	Robb Morgan 515-520-7175	\$10,500

Quotations due by 4:00 pm, January 14, 2022. Please return to:

Tim Hansen – Director of Parks and Recreation
City of Nevada – City Hall
1209 6th Street
Nevada, IA 50201
thansen@cityofnevadaiaowa.org
(515) 382-4352

The City of Nevada reserves the right to reject any and all proposals or parts there-of.

Written Quotation Form
For: Cemetery Tree Trimming
Nevada Municipal Cemetery

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- Work must be completed by March 18, 2022.
- Payment will be made at the first City Council meeting following satisfactory completion of work.

For on-site inspection and questions, please contact Gene Fritz, Cemetery Sexton, at 515-382-6240.

Quotations Received from:

Vendor	Contact Name	Price
Weiss Tree Service 60953 190 th Street Nevada, IA 50201		

Quotations due by 4:00 pm, January 14, 2022. Please return to:

Tim Hansen – Director of Parks and Recreation
City of Nevada – City Hall
1209 6th Street
Nevada, IA 50201
thansen@cityofnevadaiaowa.org
(515) 382-4352

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- Any damage to turf will be the responsibility of the contractor.
- Contractor must provide proof of insurance. Required insurance information is on the reverse side of this Quotation Form.
- Work must be completed by March 18, 2022.
- Payment will be made at the first City Council meeting following satisfactory completion of work.

For on-site inspection and questions, please contact Gene Fritz, Cemetery Sexton, at 515-382-6240.

Quotations Received from:

Vendor	Contact Name	Price
Arbor Way Tree Service 417 Howard Street St. Anthony, IA 50239		

Quotations due by 4:00 pm, January 14, 2022. Please return to:

Tim Hansen – Director of Parks and Recreation
City of Nevada – City Hall
1209 6th Street
Nevada, IA 50201
thansen@cityofnevadaiaowa.org
(515) 382-4352

The City of Nevada reserves the right to reject any and all proposals or parts there-of.

Written Quotation Form
For: Cemetery Tree Trimming
Nevada Municipal Cemetery

The City of Nevada is seeking written quotations for tree trimming in the Nevada Municipal Cemetery, 1026 1st Street, Nevada, Iowa.

Below are the details regarding the basic scope of services.

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- Work must be performed by contractor without moving headstones. Damage to headstones will be the responsibility of the contractor/contractors insurance.
- Any damage to turf will be the responsibility of the contractor.
- Contractor must provide proof of insurance. Required insurance information is on the reverse side of this Quotation Form.
- Work must be completed by March 18, 2022.
- Payment will be made at the first City Council meeting following satisfactory completion of work.

For on-site inspection and questions, please contact Gene Fritz, Cemetery Sexton, at 515-382-6240.

Quotations Received from:

Vendor	Contact Name	Price
Ames Story Tree Service P.O. Box 2468 Ames, IA 50010		

Quotations due by 4:00 pm, January 14, 2022. Please return to:

Tim Hansen – Director of Parks and Recreation
City of Nevada – City Hall
1209 6th Street
Nevada, IA 50201
thansen@cityofnevadaiaowa.org
(515) 382-4352

The City of Nevada reserves the right to reject any and all proposals or parts there-of.

Item # 86
DATE: 01/24/2022

COUNCIL ACTION FORM

AGENDA ITEM: Approve purchase of vehicle for the Police Department

HISTORY:

The Nevada Public Safety Department (NPSD) budgeted for a vehicle for the Police Department in the FY 2021-2022 budget. There is no trade with this purchase. A Request for Proposal {RFP} was sent by email on Tuesday, September 21st, 2021. Bids were to be submitted no later than 5:00pm Friday, October 22nd, 2021. No bids were returned due to inventory shortages. State bid contracts present with the following:

Dealer	Model	Cost
Karl Chevrolet	2022 Chevy Tahoe 4x4 PPV	\$36,816.00
Stiver's Ford	2022 Ford Explorer AWD PPV	\$31,747.00
Dewey Ford	2022 Ford Explorer AWD PPV Eco	\$37,714.00

OPTIONS:

1. Approve staff recommendation to purchase a 2022 Chevy Tahoe 4x4 PPV from Karl's Chevrolet for \$36,816.00. Delivery of this vehicle is estimated to be in February 2022.
2. Purchase a 2022 Ford Explorer Utility Police Interceptor AWD from Stiver's Ford in the amount of \$31,747.00. Delivery of this vehicle is estimated to be June 2022.
3. Purchase a 2022 Ford Explorer Utility Police Interceptor AWD Eco Boost from Dewey Ford in the amount of \$37,714.00.
4. Reject all bids.

STAFF RECOMMENDATION:

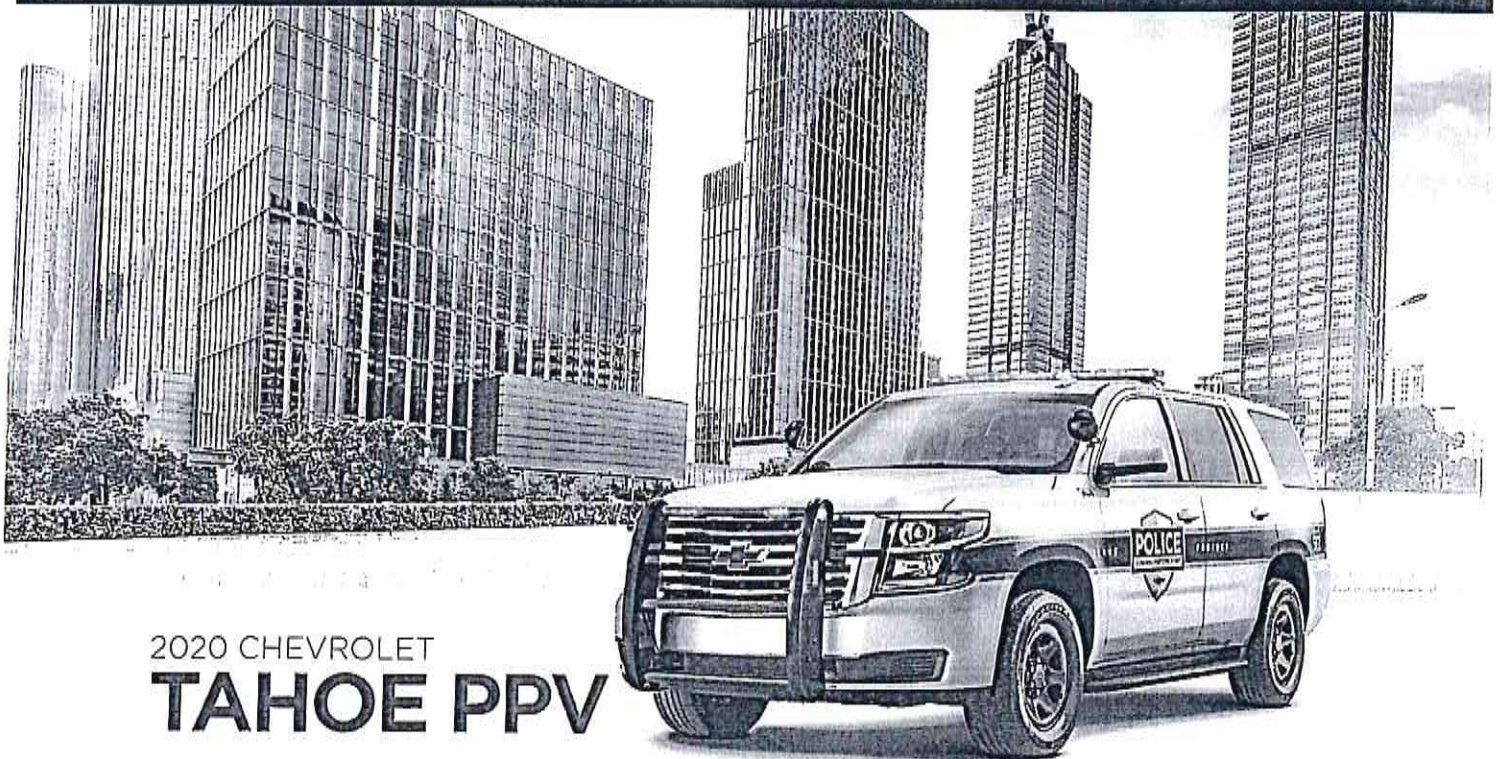
Staff recommends approval of #1

Therefore, it is the recommendation of the City Administrator that Council approves Option #1, purchasing the 2022 Chevy Tahoe 4x4 PPV from Karl's Chevrolet for \$36,816.00

Supporting documentation for purchase of Tahoe:

- 1) City's policy is to purchase within Story County when practical, with a margin of 5%. No returned bids or state contracted dealerships are in Story County.
- 2) Model year changes have decreased the size in Explorer, affecting the storage space.
- 3) Public Safety agencies carry medical bags and other items that require an increase in size and availability.
- 4) Better fuel efficiency in the Tahoe vs. Explorer due to the ability to switch between 2 wheel drive and 4 wheel drive in the Tahoe and the Explorer being full time AWD.
- 5) Higher resale value of Tahoe for like year/mileage of Explorer. The quotes and NADA estimations are between \$6,000-\$11,000. This would result in an overall saving for the cost of the vehicle even though the initial purchase price is approximately \$5,000 higher.
- 6) The department's goal has to be able to reuse items from previous squad cars to the current squad car. Explorer model year 2020 changed the vehicle mount points and passenger compartment design. This change prevents the ability to reuse most items from the previous vehicle to the new purchase. GM has committed to a 10 year vehicle mount point standard, allowing for the ability to reuse most equipment in the future vehicle.
- 7) Items that are not vehicle specific (in car camera, radar, radio, computer, etc....) will be reused regardless the vehicle.
- 8) Estimated delivery time for Explorer currently is 20-22 weeks from date of order. Karl Chevrolet will have a shipment of Tahoe's in April with the availability to have one designated to our agency if approval for purchase is granted.
- 9) Karl Chevrolet performs car builds. If this purchase is approved, the car build will occur shortly after the arrival in April. Purchasing of an Explorer through a different location would require a car build at a different location. Currently, car outfitters such as Keltek do not schedule the car build until the agency has the vehicle already purchased. This would result in a greater delay in the vehicle use.
- 10) Cost for car builds between Karl Chevrolet and Keltek are comparable.

We're in the one size fits all officers business.



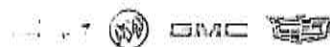
2020 CHEVROLET TAHOE PPV

The Chevrolet Tahoe PPV is the only pursuit-rated body-on-frame Police SUV available in today's lineup. Spacious officer workspace, comfort and robust design put Tahoe at the top of its class. By design, Tahoe is the largest pursuit-rated SUV available yet holds the title for the tightest turning radius.

STANDARD HIGHLIGHTS:

- Isolated auxiliary battery
- Rear Vision Camera with 8-inch display¹
- Rear Park Assist¹
- Chevrolet Infotainment System with 8-inch diagonal touch-screen²
- Rear air conditioning
- Remote Keyless Entry
- Surveillance mode calibration
- 110-volt interior outlet

GENERAL MOTORS FLEET



See next page for complete details.

VEHICLE		2020 Police PPV	2020 Ford EcoBoost Interceptor Utility <small>400HP power and torque ratings achieved with Standard Traction Control</small>	2020 Police Interceptor Utility	2020 Ford Interceptor Utility Hybrid	2019 Dodge Durango Pursuit
Drivetrain		4WD	AWD	AWD	AWD	AWD
Frame		Body on Frame	Unibody	Unibody	Unibody	Unibody
Engine		5.3L V8	3.0L V6 EcoBoost	3.3L V6	3.3L V6 Hybrid	5.7L V8
Horsepower @RPM		355@5600	400@5500	285@6500	285@6500	360@5150
Torque @RPM		383@4100	415@3000	260@4000	260@4000	390@4250
2020 EPA-Estimated Fuel Economy Expected in June						18/25/21
Exterior Dimensions (in.)	Wheelbase	116.0	119.1	119.1	119.1	120.0
	Length	204.0	198.8	198.8	198.8	201.2
	Height	72.4	69.4	69.4	69.4	70.9
	Ground Clearance	8.5	7.2	7.6	7.4	8.1
Interior Dimensions Front/Rear (in.)	Head Room	42.8/38.7	40.7/40.4	40.7/40.4	40.7/40.4	39.9/39.8
	Shoulder Room	64.8/65.1	61.8/61.3	61.8/61.3	61.8/61.3	58.5/50.4
	Hip Room	60.8/60.2	59.3/59.1	59.3/59.1	59.3/59.1	57.0/42.8
	Leg Room	45.3/39.0	40.9/40.7	40.9/40.7	40.9/40.7	40.3/38.6
Features	Rear Park Assist	Standard	Optional	Optional	Optional	Standard
	Rear Air Conditioning	Standard	Optional	Optional	Optional	Standard
	Remote Keyless Entry	Standard	Optional	Optional	Optional	Standard
	Auxiliary Battery	Standard	Not Available	Not Available	Not Available	Not Available
	Lane Departure Warning with Lane Keep Assist ¹	Optional	Optional	Optional	Optional	Not Available
	Automatic Emergency Braking ¹	Optional	Not Available	Not Available	Not Available	Not Available
	Turning Radius	39.0	40.4	40.1	40.1	41.0
Capacities (cu. ft.)	Passenger Compartment Vol ²	120.7	118.0	118.0	118.0	99.2
	Cargo Vol ¹ (behind front seat)	112.1	90.3	90.3	90.3	84.5
	Cargo Vol ¹ (behind rear seat)	54.0	52.0	52.0	52.0	47.7
	Total Interior ¹	174.7	170.0	170.0	170.0	146.9
	Fuel Capacity (gallons) approx.	26.0	21.4	21.4	19.0	24.6

(Blue Text = Advantage)



NADAguides Value Report 11/3/2021

2016 Chevrolet Tahoe

Utility 4D Fleet 4WD V8

[CHANGE CAR](#) [COMPARE](#)

Values

	Rough Trade-In	Average Trade-In	Clean Trade-In	Clean Retail
Base Price	\$28,950	\$30,775	\$32,250	\$35,250
Mileage (100,000)	-\$1,575	-\$1,575	-\$1,575	-\$1,575
Total Base Price	\$27,375	\$29,200	\$30,675	\$33,675

Options

Price + Options	\$27,375	\$29,200	\$30,675	\$33,675
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Sell my car fast. Get Offer.

Certified Pre-Owned (CPO) ⓘ				+\$2,450
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Certified Price with Options				\$36,125
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NADAguides Value Report 11/3/2021

2016 Ford Explorer Utility 4D Limited EcoBoost 4WD I4

[CHANGE CAR](#) [COMPARE](#)

Values

	Rough Trade-In	Average Trade-In	Clean Trade-In	Clean Retail
Base Price	\$22,200	\$23,650	\$24,825	\$27,675
Mileage (100,000)	-\$1,075	-\$1,075	-\$1,075	-\$1,075
Total Base Price	\$21,125	\$22,575	\$23,750	\$26,600

Options

Price + Options	\$21,125	\$22,575	\$23,750	\$26,600
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Sell my car fast. Get Offer.

Certified Pre-Owned (CPO) ⓘ				+\$2,250
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Certified Price with Options				\$28,850
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J.D. POWER



NADAguides Value Report 11/3/2021

2015 Ford Explorer

Utility 4D 4WD

[CHANGE CAR](#) [COMPARE](#)

Values

	Rough Trade-In	Average Trade-In	Clean Trade-In	Clean Retail
Base Price	\$12,925	\$14,200	\$15,250	\$17,825
Mileage (100,000)	-\$350	-\$350	-\$350	-\$350
Total Base Price	\$12,575	\$13,850	\$14,900	\$17,475
Options				
Price + Options	\$12,575	\$13,850	\$14,900	\$17,475
Sell my car fast. Get Offer.				
Certified Pre-Owned (CPO) ⓘ				+\$1,925
Certified Price with Options				\$19,400

J.D. POWER



NADAguides Value Report 11/3/2021

2015 Chevrolet Tahoe

Utility 4D Fleet 4WD V8

[CHANGE CAR](#) [COMPARE](#)

Values

	Rough Trade-In	Average Trade-In	Clean Trade-In	Clean Retail
Base Price	\$24,075	\$25,825	\$27,250	\$30,700
Mileage (100,000)	-\$525	-\$525	-\$525	-\$525
Total Base Price	\$23,550	\$25,300	\$26,725	\$30,175

Options

Price + Options	\$23,550	\$25,300	\$26,725	\$30,175
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Sell my car fast. Get Offer.

Certified Pre-Owned (CPO) ⓘ

+\$2,350

Certified Price with Options

\$32,525

Chris Brandes

From: Dennis Rudolph <d.rudolph@karlchevrolet.com>
Sent: Tuesday, January 11, 2022 12:51 PM
To: Chris Brandes
Subject: RE: Trade values

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

This is a rough idea and depends a lot on conditions and of course current markets.

2014 Ford Utility - \$4,500.00

2014 Chev Tahoe 4WD PPV - \$10,500.00

Dennis Rudolph
Government Fleet Accounts
515-299-4409 Direct Line
d.rudolph@karlchevrolet.com

-----Original Message-----

From: Chris Brandes [<mailto:CBrandes@cityofnevadaaiowa.org>]
Sent: Saturday, January 08, 2022 7:37 PM
To: Dennis Rudolph
Subject: Trade values

Dennis,

When we get the first of the 3 tahoes we want to buy, we will likely trade in an explorer.

We are looking at trading in a 2014 with 118,000 miles. Can you get me a ballpark value you would give on trade for that? And for comparison, could you provide a ballpark on a same year/mileage Tahoe?

State of Iowa, DOT, and Regents - 2021/22 Model Year Vehicle Contract Catalog

The "Contract #" is hyperlinked to a PDF showing vehicle pricing and vehicle specifications.
The "Dealer" name is hyperlinked to create an email to the dealers representative for the State of Iowa Contract.

State of Iowa Executive Branch Agreement: All vehicle purchases must be made through the Department of Administrative Services.
Central Procurement Fleet Services Enterprise, pursuant to Iowa Code Chapter BA, 362.6, a.
State Vehicle Contract numbers can only be used to purchase vehicles through the Contracted Dealers below.

Other governmental entities may use these contracts for purchasing vehicles. When the Final Bid Price includes additional options not included in the base vehicle specifications, those additional options may be removed from the Final Bid Price and other additional options may be added to the Final Bid Price to allow entities to build the vehicle to meet their needs. The base vehicle specifications shall not be revised.

Law Enforcement - Police Vehicles (PPV series) - Pursuit Rated

Group #	Contract/Project #	Vehicle Specifications	2022 Order Cutoff Date	Vehicle Model Year	Contract Expiration Date	Make	Model	Size	Description	Body Code	EST Base Engine	Alt. Engine Available	Dealer	Price	Dept.
Group A 1.1	22000	Group A.1.1	OPEN	2022	10/1/23	Dodge	Charger	Full Size	Four Wheel Drive, Four Door Police Pursuit Sedan with 3.7L Hemi	LDG04	No	No	Stew-Hartman	\$24,999.00	DAS
Group A 1.2	22000	Group A.1.2	OPEN	2022	10/1/23	Dodge	Charger	Full Size	Four Wheel Drive, Four Door Police Pursuit Sedan with 3.6L V6	LDG18	No	No	Stew-Hartman	\$16,999.00	DAS
Group B 1.1	22004	Group B.1.1	OPEN	2022	10/1/23	Ford	Interceptor Utility	Medium	Four Wheel Drive, Four Door Police Pursuit SUV with 3.5L V6	RL4	No	No	Stew-Hartman	\$13,247.00	DAS
Group B 1.2	22004	Group B.1.2	OPEN	2022	10/1/23	Ford	Interceptor Utility	Medium	Four Wheel Drive, Four Door Police Pursuit SUV with 3.0L V6 EcoBoost	RL4	No	No	Stew-Hartman	\$17,714.00	UI
Group C 1.1	22000	Group C.1.1	ORDER NOW - OPENING SOON	2022	10/1/23	Dodge	Charger	Full Size	Four Wheel Drive, Four Door Police Pursuit SUV with 3.7L Hemi V8	LDG04	No	No	Stew-Hartman	\$24,999.00	UI
Group C 1.2	22000	Group C.1.2	ORDER NOW - OPENING SOON	2022	10/1/23	Dodge	Charger	Full Size	Four Wheel Drive, Four Door Police Pursuit SUV with 3.6L V6	LDG18	No	No	Stew-Hartman	\$16,999.00	DAS
Group E 1.1	22002	Group E.1.1	ORDER NOW - OPENING SOON	2022	10/1/23	Ford	Interceptor Utility	Medium	Four Wheel Drive, Four Door Police Pursuit SUV with 3.5L V6	RL4	No	No	Stew-Hartman	\$13,247.00	DAS
Group E 1.2	22002	Group E.1.2	ORDER NOW - OPENING SOON	2022	10/1/23	Ford	Interceptor Utility	Medium	Four Wheel Drive, Four Door Police Pursuit SUV with 3.0L V6 EcoBoost	RL4	No	No	Stew-Hartman	\$17,714.00	UI
Group L 1.1	22147	Group L.1.1	ORDER NOW - OPENING SOON	2022	10/1/23	Ford	Interceptor Utility	Medium	Four Wheel Drive, Four Door Police Pursuit SUV with 3.5L V6	RL4	No	No	Stew-Hartman	\$13,247.00	DAS
Group L 1.2	22147	Group L.1.2	ORDER NOW - OPENING SOON	2022	10/1/23	Ford	Interceptor Utility	Medium	Four Wheel Drive, Four Door Police Pursuit SUV with 3.0L V6 EcoBoost	RL4	No	No	Stew-Hartman	\$17,714.00	UI

Law Enforcement - Police Special Service Vehicles (SSV series) - NOT Pursuit Rated

Group #	Contract	Vehicle Specifications	2022 Order Cutoff Date	Vehicle Model Year	Contract Expiration Date	Make	Model	Size	Description	Body Code	EST Base Engine	Alt. Engine Available	Dealer	Price	Dept.
Group F 1.1	22002	Group F.1.1	ORDER NOW - OPENING SOON	2022	10/1/23	Ford	Interceptor	Large	Four Wheel Drive, Four Door Police Pursuit Van with 3.5L V6 EcoBoost	UDG	No	No	Stew-Hartman	\$39,699.00	DAS
Group F 1.2	22002	Group F.1.2	ORDER NOW - OPENING SOON	2022	10/1/23	Ford	Interceptor	Large	Four Wheel Drive, Four Door Police Pursuit Van with 3.0L V6 EcoBoost	UDG	No	No	Stew-Hartman	\$33,247.00	DAS
Group M 1.1	22147	Group M.1.1	ORDER NOW - OPENING SOON	2022	10/1/23	Ford	Interceptor	Large	Four Wheel Drive, Four Door Police Pursuit Van with 3.5L V6	UDG	No	No	Stew-Hartman	\$39,699.00	DAS
Group M 1.2	22147	Group M.1.2	ORDER NOW - OPENING SOON	2022	10/1/23	Ford	Interceptor	Large	Four Wheel Drive, Four Door Police Pursuit Van with 3.0L V6 EcoBoost	UDG	No	No	Stew-Hartman	\$33,247.00	DAS

Chris Brandes

From: Ron Reese <rreese@stiversfordia.com>
Sent: Wednesday, November 03, 2021 10:41 AM
To: Chris Brandes
Subject: RE: potential purchase

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

They are about 20-22 weeks out currently Chris

Sincerely,

Ron Reese
Commercial/Gov Sales Dept Manager
Ed Stivers Ford Lincoln Inc.
1-800-747-2744 toll free
515-987-3697 local
515-987-0163 fax



From: Chris Brandes <CBrandes@cityofnevadaaiowa.org>
Sent: Wednesday, November 3, 2021 10:12 AM
To: rreese@stiversfordia.com
Subject: potential purchase

Ron,

We are looking into purchasing a new squad car in this fiscal year. I know inventories are short across the board. If we decide to purchase, what kind of timeline would it be to get the Explorer with the 3.3L V6?

Sergeant Christopher Brandes
Nevada Public Safety Department
1209 6th Street, Nevada, IA 50201
515-382-4593
cbrandes@cityofnevadaaiowa.org