



COPY

**AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, APRIL 25, 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 will be meeting in the Council Chambers, Zoom may be provided, so long as that option is available.**

<https://us02web.zoom.us/j/87961733099?pwd=UERoTDIiUXZHCzZlQl9ML0ZOeEIOdz09>

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

Webinar ID: 879 6173 3099 Password: 287321

****If you would like to speak 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, April 25, 2022

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. PUBLIC HEARING(S)
 - A. Sale of Property, 102 K Avenue
 1. Public Hearing
 2. Resolution No. 077 (2021/2022): A Resolution to Dispose of City 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 held on April 11, 2022
 - B. Approve Payment of Cash Disbursements, including Check Numbers 77637-77720 and Electronic Numbers 1091-1097 (Inclusive) Totaling \$1,085,650.49 (See attached list)
 - C. Approve Financial Reports for Month of March, 2022
 - D. Schedule Public Hearing for Fiscal Year 2021/2022 Budget Amendment, #1, for May 23, 2022 and Authorize Publication
 - E. Approve Job Description for Library Clerk Internship

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. Swear in Police Officer Lane VanderHart

7. **OLD BUSINESS**

- A. Ordinance No.1024 (2021/2022): An Ordinance Amending the City Code of Nevada, Iowa, by adding Chapter 48, Mobile Food Vendors, third reading
- B. Approve Amendment No. 1 to the HR Green Professional Services Agreement for the Wastewater Treatment Facility Improvements-Design Phase, Lump Sum increase of \$320,000 for a total of \$3,220,000
- C. Approve HR Green Professional Services Agreement for Wastewater Treatment Facility Improvements-Phase 4 Construction Phase Services, not to exceed \$509,000.00
- D. Approve Amendment to HR Green Master Agreement for Municipal Engineering Services for the 2022 Street Improvements Project, Construction Phase Services, not to exceed \$28,525.00

8. **NEW BUSINESS**

- A. Resolution No. 078 (2021/2022): A Resolution to set the Fees for the New Chapter 48, Mobile Food Vendors
- B. Resolution No. 079 (2021/2022): A Resolution to amend and approve the Fee appendix to the City Code
- C. Discussion and Appropriate Follow up on Pizza Pie-Looza
1. Request for a waiver on the restriction of Alcohol on Lincoln Jefferson Highways Heritage Park by the Nevada Jaycees
 2. Approval 5-Day Class "B" Liquor License with Outdoor Service to Nevada Jaycees and the Nevada Foundation, d/b/a The Nevada Jaycees, location 1209 6th Street, 5/14/2022-5/18/2022
- D. Resolution No. 080 (2021/2022): A Resolution accepting Public Improvements in South Glen Subdivision

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

10. **ADJOURN**

The agenda was posted on the official bulletin board on April 21, 2022, in compliance with the requirements of the open meetings law.

Posted _____

E-Mailed _____

W:\OFFICE\COUNCIL\AGENDAS-COUNCIL\2021-2022\2022-04-25.DOC



MEMO FOR
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, APRIL 25, 2022 – 6:00 P.M.

4. PUBLIC HEARING(S)

A. Sale of Property, 102 K Avenue

1. Public Hearing

2. Resolution No. 077 (2021/2022): A Resolution to Dispose of City Property

Enclosed you shall find resolution pertaining to property 102 K Avenue. Bids will be reviewed at the meeting.

7. OLD BUSINESS

A. Ordinance No.1024 (2021/2022): An Ordinance Amending the City Code of Nevada, Iowa, by adding Chapter 48, Mobile Food Vendors, third reading

Enclosed you shall find an ordinance pertaining to Mobile Food Vendors; this is the third and final reading.

B. Approve Amendment No. 1 to the HR Green Professional Services Agreement for the Wastewater Treatment Facility Improvements-Design Phase, Lump Sum increase of \$320,000 for a total of \$3,220,000

Enclosed you shall find documentation regarding an agreement to increase the lump sum of the total payout for additional services obtained due to unforeseen dilemmas.

C. Approve HR Green Professional Services Agreement for Wastewater Treatment Facility Improvements-Phase 4 Construction Phase Services, not to exceed \$509,000.00

Enclosed you shall find documentation for construction services regarding the lift station for the WWTP.

D. Approve Amendment to HR Green Master Agreement for Municipal Engineering Services for the 2022 Street Improvements Project, Construction Phase Services, not to exceed \$28,525.00

Enclosed you shall find documentation pertaining to construction phase services for 2022 street improvements on Lincoln Highway and north S-14.

8. NEW BUSINESS

A. Resolution No. 078 (2021/2022): A Resolution to set the Fees for the New Chapter 48, Mobile Food Vendors

Enclosed you shall see documentation to establish an annual Mobile Food Vendor inspection fee.

B. Resolution No. 079 (2021/2022): A Resolution to amend and approve the Fee appendix to the City Code

Enclosed you shall find the current fee appendix to amend and add changes.

- C. Discussion and Appropriate Follow up on Pizza Pie-Looza
1. Request for a waiver on the restriction of Alcohol on Lincoln Jefferson Highways Heritage Park by the Nevada Jaycees
 2. Approval 5-Day Class "B" Liquor License with Outdoor Service to Nevada Jaycees and the Nevada Foundation, d/b/a The Nevada Jaycees, location 1209 6th Street, 5/14/2022-5/18/2022
Enclosed you shall see a written request from the Nevada Jaycees to allow alcohol on certain public properties during the Pizza-Pie-Looza Event taking place on May 14th. Also the approval for their liquor license for the event.
- D. Resolution No. 080 (2021/2022): A Resolution accepting Public Improvements in South Glen Subdivision
Enclosed you shall find the resolution and the letter from FOX Strand.

Item # 4A
Date: 4/25/22

Proof Of Publication in
NEVADA JOURNAL

CITY OF NEVADA
1209 6TH STREET
NEVADA, IA 502010530

STATE OF WISCONSIN, BROWN COUNTY

I, D. Roberts, 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
Vacation of City Property Notice

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

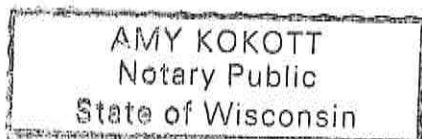
April 14, 2022

the last day of said publication being the
14th day of April, 2022

D. Roberts
Legal Clerk
Amy Kokott
Notary Public, State of Wisconsin, County of Brown
10/30/2025
My commission expires

sworn to before me and subscribed in my presence by this the
14th day of April, 2022

FEE: \$30.44
AD #: 0001451031
ACCT: 37490



#1451031
NOTICE OF PUBLIC HEARING
CONCERNING THE VACATION OF
CITY PROPERTY

YOU ARE HEREBY NOTIFIED that
the City of Nevada, Iowa, propos-
es to vacate the property known
as the West Ninety-Two (92) feet
of the North One Hundred (100)
feet of the North One-Half (N ½) of
Block Eight (8) in the Original
Town of Nevada, Iowa, subject to
covenants, conditions, restric-
tions, and easements of record.
(Parcel #1107125380)

Locally known as 102 K Avenue,
Nevada, Iowa 50201

Written proposals for the pur-
chase of the Property will be re-
ceived by the City Clerk at or be-
fore 4:00 p.m. on April 22, 2022 in
the City Clerk's Office. Written
proposal must be in conformance
with the Request for Bids, a copy
of which can be located on the
City's website or at City Hall. Each
proposal will then be opened and
all proposals will be presented to
the City Council at 6:00 p.m. on
April 25, 2022, at a meeting to be
held in the Council Chambers, City
Hall, Nevada, Iowa.

YOU ARE FURTHER NOTIFIED,
that a Public Hearing will be held
in the City Council Chambers, 1209
6th Street, Nevada, Iowa 50201, at
the City Council Meeting sched-
uled to begin at 6:00 p.m. on the
25th day of April 2022 at which
time the Council will hear com-
ments for and against the propos-
al from any interested party. You
have a right to attend and express
your views on this proposal. If you
are unable to attend, you may
submit your written comments
addressed to the City Clerk, 1209
6th Street, Nevada, Iowa 50201.
Your written comments must be
received no later than 4:00 p.m. on
the 25th day of April, 2022. At the
conclusion of the Public Hearing,
the Council will consider vacating
the above-described property.

Kerin Wright
City Clerk

Published in the Nevada Journal
on April 14, 2022 (1T)

Address: 102 K Avenue, Nevada, IA

Parcel #: 1107125380

Legal Description:

The West Ninety-Two (92) feet of the North One Hundred (100) feet of the North One-Half (N ½) of Block Eight (8) in the Original Town of Nevada, Story County, Iowa

This lot will be sold by sealed bids by the City of Nevada. City retains the right to refuse any and all bids. Any provisions not met within document will resort in loss funds used to purchase property and said property above will revert back to the City of Nevada.

Lot will not be surveyed by the city. Bidders shall submit their bids in a sealed envelope clearly marked "Bid for City Property" to the City Clerk. **Deadline for sealed bid is Friday, April 22, 2022 at 4:00 p.m.** The property is zoned Residential. Dwellings shall have a minimum assessment of \$250,000. Bids must be a minimum of \$5,000 to be considered. A structure(s) must be started within six (6) months from date of closing. Structure must be built and completed within two (2) years from date of sale.

Your bid must include the following in order to be considered:

1. Price you are offering for the property with a minimum bid of \$5,000; and
2. A statement of intent to build a new residential dwelling and a site plan of a new house(s) showing the following:
 - All new one-family dwellings shall have a minimum of 1,200 square feet of living area excluding basements, breezeways, and garages. The living area at ground level shall have the following minimum square feet:
 - One story - a minimum of 1,200 square feet;
 - One and one-half stories – a minimum of 1,000 square feet at ground level;
 - Two stories - Living area of 1,000 square feet shall be 100 percent of the required minimum ground level living area.
 - All one-family dwellings shall have a minimum one-stall garage with a minimum width of 12 feet and minimum depth of 22 feet.
 - All condominiums and multi-family dwellings shall have a minimum of 1,000 square feet of living area per unit with not less than two (2) bedrooms.
 - Sidewalks shall be at least four feet wide when located along a local street and shall be four inches thick, except where driveways cross the sidewalks, where they shall be six inches thick.
 - No cut trees, timber, debris, rocks, stones, contaminated soil, junk, rubbish, or other waste materials of any kind shall be buried in any land, or left or deposited on any lot or street at the time of the issuance of an occupancy permit and removal of same shall be required prior to issuance of any occupancy permit.
 - Soil Preservation and Final Grading. No certificate of occupancy shall be issued until final grading of said lot has been completed.

- Lot Drainage. The property shall be graded so as to provide positive drainage away from the dwelling and shall be coordinated with the general storm drainage pattern for the area.
- Hard surfaced driveway must be installed.
- Lot must be sodded or seeded upon completion of structure.
- Building permits are required through the City of Nevada.

Structures on this property must comply with all local and state building codes and are subject to inspections by the City of Nevada Building Inspector. If structure is not completed within two-year time frame, property taxes for dwelling will **NOT** be eligible for Tax Abatement from the City of Nevada.

Process:

1. Award of Bid. The bid will be awarded to the highest responsive and responsible bidder complying with the conditions set forth herein, provided the bid is in the best interest of the City. The property will be conveyed "as is" via quit claim deed subject to easements and encumbrances of file.
2. The successful bidder will be responsible for all private and public utility connections, all permit fees, and complying with all City ordinances, codes and regulations.
3. Successful bidder will be subject to 10% earnest money deposit upon the award of bid
4. The successful bidder must execute a purchase agreement on a form prepared and approved by the City.
5. Payment of the bid price must be made by wire at the time of closing.
6. Failure to submit any materials or comply with the requirements of this bid proposal may result in the bid being deemed nonresponsive and rejected. The City reserves the right to reject any/all bids and to waive any/all technicalities.

RESOLUTION NO. 077 (2021/2022)

A RESOLUTION TO DISPOSE OF CITY PROPERTY

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

The West Ninety-Two (92) feet of the North One Hundred (100) feet of the North One-Half (N ½) of Block Eight (8) in the Original Town of Nevada, Iowa, subject to covenants, conditions, restrictions, and easements of record. (Parcel #1107125380)

Locally known as 102 K Avenue, Nevada, Iowa 50201

(The "Property").

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

WHEREAS, on April 11, 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 by silent bid in accordance with the Request for Bids and scheduled a public hearing to discuss the same; and

WHEREAS, the notice of intention to vacate and convey the Property was given by publication of a Public Notice prior to the meeting of the City Council to be held on April 25, 2022, and the notice was duly published in the newspaper as required by law; and

WHEREAS, Requests for Bids responses were due on or before April 22, 2022 at 4:00 p.m. A summary of the bids received is attached hereto as Exhibit A; and

WHEREAS, a public hearing on the proposed vacation and conveyance was held on April 25, 2022; and

WHEREAS, upon review of the Requests for Bids received, the City Council determines the offer from _____ to purchase the Property for \$ _____ and pursuant to the bid response set forth in Exhibit B, to be in the best interest of the City; 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 that:

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

2. The City Administrator and/or Mayor, with approval from the City Attorney, are authorized to enter into a Purchase Agreement with the grantee, in a form substantially similar to that set forth in Exhibit C.
3. The Mayor is authorized and directed to sign a deed for the conveyance, and the City Clerk is authorized and directed to attest to the Mayor's signature.
4. The City Clerk is authorized and directed to forward the original of the quit claim deed, together with a certified copy of this resolution and of the affidavit of publication of notice of this hearing, to the Story County Recorder's Office for the purpose of causing these documents to be recorded.
5. Upon receipt of the recorded documents back from the Story County Recorder, the City Clerk shall mail the original of the Deed and copies of the other documents to the grantee.
6. Any resolution or part thereof in conflict or inconsistent with this resolution is repealed.

PASSED AND APPROVED this 25th day of April, 2022.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

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

AYES: -
NAYS: -
ABSENT: -

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

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. ____ (2021/2022) at the regular Council Meeting of the City of Nevada, Iowa, held on the 25th day of April, 2022.

Kerin Wright, City Clerk

EXHIBIT A
[insert summary of Request of Bids received]

EXHIBIT B
[insert winning Request of Bid]

EXHIBIT C
[insert draft Purchase Agreement]

REAL ESTATE PURCHASE AGREEMENT

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

RECITALS

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

The West Ninety-Two (92) feet of the North One Hundred (100) feet of the North One-Half (N ½) of Block Eight (8) in the Original Town of Nevada, Iowa, subject to covenants, conditions, restrictions, and easements of record. (Parcel #1107125380)

Locally known as 102 K Avenue, Nevada, Iowa 50201

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

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

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

AGREEMENT

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

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

2. Compensation. Seller, in consideration of the mutual covenants and agreements contained herein, agrees to sell to Buyer and Buyer, in consideration of the mutual covenants and agreements contained herein, agrees to purchase the Property from Seller for the following consideration:

- a. Cash in the amount of \$ _____ (the "Purchase Price"), and
 - b. Development of the Property in accordance with the Request for Bid submittal attached hereto.
3. Payment of the Purchase Price. The Purchase Price shall be paid by Buyer to Seller, in good and immediately available funds by wire transfer or cashier's check, at the time of Closing.
4. Abstract and Title. If the Buyer desires an abstract of title to the Property, the Buyer shall obtain said abstract at no cost to the Seller.
5. Closing. The Closing of this transaction shall occur on or around June 1, 2022 (hereinafter referred to as the "Closing Date"), at a location mutually agreed upon by the parties herein. Time is of the essence in this Purchase Agreement.
6. Real Estate Taxes. The Property is currently tax-exempt while owned by the City. Buyer shall pay all real estate taxes assessed against the Property for all periods following the date of Closing, if applicable.
7. Special Assessments. Buyer shall be responsible for all special assessments with respect to the Property.
8. Commission. Seller and Buyer each represent and warrant to the other that no brokerage commission, finder's fee or other compensation is due and payable with respect to the transaction contemplated by this Agreement. Buyer represents to Seller that it knows of no fee, commission or payment due to any broker, finder, agent or other person or entity, in connection with the transactions contemplated. Seller represents to Buyer that it knows of no fee, commission or payment due to any broker, finder, agent or other person or entity, in connection with the transactions contemplated herein. Seller and Buyer each, one to the other, indemnify, protect, defend and hold the other harmless from and against all losses, claims, costs, expenses and damages (including but not limited to reasonable attorney fees) resulting from the claims of any broker, finder or other such party claiming, by, through or under the acts or agreements of the indemnifying party. The warranties and obligations of the parties pursuant to this paragraph shall survive the termination of the Closing. Should any third-party claim a commission is due and owing, both parties agree to cooperate in challenging such claim. Such cooperation shall not be deemed to alter the indemnifications contained in this paragraph in any manner.
9. Warranties and Representations of Seller. Seller warrants and represents to Buyer that, upon approval of the Nevada City Council, it has the full right, power and authority to sell and convey the Property to Buyer as provided in this Agreement and to carry out the Seller's obligations hereunder. At Closing, a Groundwater Hazard Statement will be filed by Sellers regarding the

following: (i) wells; (ii) solid waste disposal; (iii) hazardous wastes; and (iv) underground storage tanks located on the Property.

10. Conveyance Documents. Seller shall convey the Property to Buyer by a general quit claim deed.

11. Closing Costs. Seller shall pay any necessary transfer taxes. Buyer shall pay the recording fees in connection with the Deed conveying title to Buyer, and any financing documents encumbering or relating to the Property and other documents Buyer desires to record. Buyer shall pay the premium for issuing the Iowa Title Guaranty or title policy (if any) described herein. Each party shall be responsible for paying its own attorney fees.

12. Possession; Risk of Loss. All risk of loss with respect to the Property shall remain with Seller until Closing of the purchase of the Property. Seller shall preserve and care for the Property until Closing in a manner consistent with its prior practice.

13. Pending Actions. Seller has no notice of any action, litigation, proceeding, or investigation against itself, related entities, its partners, or the Property, which would affect the Property or the right of Seller to sell and convey the Property, or any action, litigation, proceeding, or investigation, including without limitation, any eminent domain proceeding which would result in any lien, claim, right, or interest in the Property in favor of any third party.

14. Notices. Neither party shall have the right to terminate this Agreement or seek any remedy for a breach hereof by the other party unless such breach continues for a period of thirty (30) days following written notice by the party seeking to pursue such remedy, specifying the occurrence and description of such default under this Agreement and unless the party given such notice shall have failed to commence to take such steps as are necessary to cure such breach or default as soon as possible (or having so commenced such steps to cure shall thereafter have failed to proceed diligently and with continuity to remedy the same). All notices, demands, writings, supplements, or other documents which are required or permitted by the terms of this Agreement to be given to any party shall be delivered in person, or shall be deposited in the United States Mail, postage prepaid, return receipt requested, addressed at the addresses specified above and shall be effective upon such deposit.

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

16. Default; Remedies of the Parties.

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

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

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

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

19. Entire Agreement. This Agreement contains the entire agreement between the parties regarding the Property and supersedes all prior agreements, whether written or oral, between the parties regarding the same subject, except with regard to the Request for Bid submittal which is attached hereto and incorporated herein. This Agreement may only be modified by subsequent written agreement signed by the party to be charged.

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

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

22. Survival of Warranties. Any warranties, covenants and representations contained in this

document shall survive the execution of this Agreement and any other documents, including the Quit Claim Deed given by Seller to Buyer to consummate this transaction, shall not be merged into such documents.

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

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

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

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

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

Seller

City of Nevada, Iowa

By: _____

Jordan Cook, City Administrator

Date: _____

Buyer

By: _____

Date: _____

[Attach Request for Bid submittal]

NEVADA CITY COUNCIL - MONDAY, APRIL 11, 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, April 11, 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 6:09

Staff Present: Erin Clanton, Jordan Cook, Kerin Wright, Larry Stevens, Ric Martinez, Ray Reynolds and Chris Brandes

Also in attendance were: Karen Selby, Greg Northrup, and Brenda Dryer.

3. APPROVAL OF AGENDA

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

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

Motion by Steve Skaggs, seconded by Sandy Ehrig, to **approve the following consent agenda items:**

- A. Approve Minutes of the Regular Meeting held on March 28, 2022
- B. Approve Payment of Cash Disbursements, including Check Numbers 77575-77636 and Electronic Numbers 1086-1089 (Inclusive) Totaling \$334,202.26 (See attached list)
- C. Approve Great Western Credit Card Purchases for the April Statement, \$5,169.57 (see attached)
- D. Approve Renewal Class "C" Liquor License, Class "B" Native Wine, Sunday Sales and Catering Privilege Permit, Farmhouse Catering LC, d/b/a Gatherings, 1024 6th Street, Effective April 25, 2022

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

5. PUBLIC FORUM

- A. Greg Northrup, President/CEO of Verbio North America, invited council to their May 6th Grand Opening at the Nevada facility. He thanked the City for their assistance in the process of purchasing additional ground and offering incentives. The first phase of operations began in December of 2021, with the second phase anticipated to begin operations in the first quarter of 2023.

6. OLD BUSINESS

- A. Approve Pay Request No. 10 for the WWTF-Phase 2 Project from Williams Brothers in the amount of \$733,165.09

Motion by Jason Sampson, seconded by Dane Nealson, to **approve Pay Request No. 10 for the WWTF-Phase 2 Project from Williams Brothers in the amount of \$733,165.09.** After due consideration and discussion the roll was called. Aye: Sampson, Nealson, Skaggs, Ehrig, Hanson. Nay: None. The Mayor declared the motion carried.

Barb Mittman arrived at 6:09 p.m.

- B. Approve Pay Request No. 2 for the WWTF-Phase 3 Project from Boomerang Corp in the amount of \$35,815.00

Motion by Dane Nealson, seconded by Sandy Ehrig, to **approve Pay Request No. 2 for the WWTF-Phase 3 Project from Boomerang Corp in the amount of \$35,815.00.** After due consideration and discussion the roll was called. Aye: Nealson, Ehrig, Hanson, Mittman, Sampson, Skaggs. Nay: None. The Mayor declared the motion carried.

- C. Ordinance No.1024 (2021/2022): An Ordinance Amending the City Code of Nevada, Iowa, by adding Chapter 48, Mobile Food Vendors, second reading

Motion by Dane Nealson, seconded by Jason Sampson, to **approve Ordinance No. 1024 (2021/2022), second reading.** After due consideration and discussion the roll was called. Aye: Nealson, Sampson, Skaggs, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

- D. Resolution No. 074 (2021/2022): A Resolution amending the FY2022/2023 Budget Adoption

Motion by Barb Mittman, seconded by Steve Skaggs, to **adopt Resolution No. 074 (2021/2022).** After due consideration and discussion the roll was called. Aye: Mittman, Skaggs, Ehrig, Hanson, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

- E. Approve Change Order No. 1 for the Jordan Well 4 Plugging and Abandonment from The Northway Corporation in a decreased amount of \$29,092 and final completion extended to May 31, 2022

Motion by Sandy Ehrig, seconded by Jason Sampson, to **approve Change Order No. 1 for the Jordan Well 4 Plugging and Abandonment from The Northway Corporation in a decreased amount of \$29,092 and final completion extended to May 31, 2022.** After due consideration and discussion the roll was called. Aye: Ehrig, Sampson, Skaggs, Hanson, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

7. NEW BUSINESS

- A. Resolution No. 075 (2021/2022): A Resolution setting the Time and Place to Conduct a Public Hearing to Consider the Vacation of City Property

Motion by Jason Sampson, seconded by Dane Nealson, to **adopt Resolution No. 075 (2021/2022)**. After due consideration and discussion the roll was called. Aye: Sampson, Nealson, Skaggs, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

- B. Resolution No. 076 (2021/2022): A Resolution accepting Public Improvements in West F Avenue Subdivision

Motion by Brian Hanson, seconded by Dane Nealson, to **adopt Resolution No. 076 (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.

8. REPORTS:

City Administrator Cook met with Main Street America. He also visited the Boone Teen Maze and attended the Crop Walk and Nevada Foundation meetings. He will be attending the Iowa Rural Summit Tuesday and Wednesday in Ames.

Mayor Barker attended the Main Street America meeting. He gave Ryan Hutton kudos for meeting with landlords regarding the proposed Ordinance for Property Maintenance and Residential Rental Code. Feedback regarding the ordinance is still welcome.

Council Member Barb Mittman and Brenda Dryer explained a new process that is being discussed for the Human Services allocation.

Director of Fire/EMS Reynolds reported on the sewer issues at the Fire Station and the options available. Firefighters and Water Department staff burned the prairie at the water plant.

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

At 6:42 p.m. Motion by Barb Mittman, seconded by Dane Nealson, to **approve to Go INTO Closed Session**. After due consideration and discussion the roll was called. Aye: Mittman, Nealson, Sampson, Skaggs, Ehrig, Hanson. Nay: None. The Mayor declared the motion carried.

At 7:43 p.m. Motion by Dane Nealson, seconded by Jason Sampson, to **approve to GO OUT of Closed Session**. After due consideration and discussion the roll was called. Aye: Nealson, Sampson, Skaggs, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

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

No action of the council was taken after the closed session.

11. ADJOURNMENT

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 7:44 p.m. the meeting adjourned.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Published: _____

Council Approved: _____

CITY OF NEVADA
CLAIMS REPORT FOR APRIL 25, 2022
4/12/22 THRU 4/25/22

VENDOR	REFERENCE	AMOUNT	CHECK #
WAGeworks	FSA 2021 PMT	559.29	1091
ALLIANT	WTR/CEM-UTILITIES	4,070.45	77637
MARCO	ALL-COPIER LEASE	799.00	77638
WILLIAMS BRO CONST	WWTF PHASE 2 PR#10	733,165.09	77639
BOOMERANG	WWTF-PH3PR#2	35,815.00	77640
COMPUTER RES SPEC	LIB-IT SVCS	1,012.50	77645
BAKER & TAYLOR	LIB-MATERIALS	2,683.61	77646
DEMCO	LIB-LABELS/PROTECTORS	189.88	77647
BRODART	LIB-BK JACKETS	254.39	77648
AMAZON.COM	LIB-MATERIALS	161.32	77649
CENTER POINT	LIB-MATERIALS	184.56	77650
CENGAGE	LIB-MATERIALS	819.49	77651
THE LIBRARY STORE	LIB-SLATWALL BOOK SHELF	26.60	77652
PEPSI	POOL-CONCESSIONS LATE FEE	4.28	77653
MIDWEST TAPE	LIB-MATERIALS	277.65	77654
DES MOINES CHILDRENS MUS	LIB-ADVENTURE PASS	125.00	77655
FRIENDS OF GRIMES PUB LIB	LIB-TIXKEEPER	225.00	77656
VOID	VOID	VOID	77657
ZOOBEAN	LIB-BEANSTACK PLUS	1,090.00	77658
BLANK PARK ZOO	LIB-LIBRARY MEMBERSHIP	250.00	77659
TREASURER STATE OF IA	SALES TAX 4/1-15/2022	4,208.61	1092
TREASURER STATE OF IA	WET 4/1-15/2022	9,794.62	1093
WAGeworks	FSA 2021 PMTS	296.96	1098
GREAT WESTERN BANK	CA-EMP WELLNESS CUPS	5,169.57	1094
IPERS	IPERS	33,907.19	1095
TREASURER STATE OF IA	STATE TAXES	8,106.00	1096
EFTPS	FED/FICA TAX	25,151.49	1097
AMER'N FAMILY	AFLAC	1,235.09	77662
MISSION SQUARE	DEFERRED COMP	862.50	77663
COLLECTION SERVICES CTR	CHILD SUPPORT	1,022.85	77664
GREAT WESTERN	HSA	353.33	77665
HAWKINS	WTR-AZONE 15	6,753.77	77666
ALLIANT	STS-UTILITIES	63.43	77667
MARTIN MARIETTA	STS-GRAVEL	973.04	77668
NEVADA VET CLINIC	PD-ANIMAL CONTROL	148.90	77669
VAN WALL	PKM-2015 JD GATOR RPR/OIL	1,168.68	77670
STATE HYGIENIC LAB	WWT-LAB ANALYSIS	2,623.00	77671
CAPITAL SANI SUPPLY	PKM-SUPPLIES	471.40	77672
ARNOLDS	STS/FD-FILTERS	145.11	77673
HACH	WTR-LAB SUPPLIES/CHEMICALS	298.58	77674
IA STATE READY MIX	WTR-TRUCKING	975.00	77675
STORY CO TREAS	PZ-NUISANCE 102 KAVE	1,326.20	77676

VERIZON	LIB/WTR/WWT-SVCS	280.07	77677
GATEHOUSE	PUBLIC RECORD	1,018.98	77678
NEVADA COMM SCHOOL	ALL-FUEL	5,049.19	77679
GOOD AND QUICK	PD-#23 TIRE RPR	33.28	77680
ROTO-ROOTER	FD-SWR BACKUP JETTED LINE	1,159.30	77681
IDALS	PKM-KINGSBURY/ANDERSON PEST APPLIC CEI	30.00	77682
CAPITAL ONE TRADE CREDIT	STS-ADVANTAGE MEMB	39.99	77683
IA PRISON IND	STS-SIGNS	131.34	77684
MOUSEL, JOE	STS-CDL CERT REIMB	64.00	77685
CUMMINS	WTR/CH-GEN MAINT	4,763.68	77686
JOLEN LETTOW/GCMOA	ADM-FY23 GCMOA DUES	25.00	77687
BSN SPORTS	REC-BB HATS	4,932.64	77688
NEVADA HARDWARE	ALL-SUPPLIES	597.42	77689
MPH IND	PD-RADAR ASSEMBLY	1,899.00	77690
STAPLES	ADM/WTR/WWT-SUPPLIES	48.06	77691
WINDSTREAM	LIB/PD-PHONES	155.40	77692
CONSUMERS ENERGY	ALL-UTILITIES	5,953.58	77693
INTERSTATE	PKM-2019 F350 BATTERY	162.35	77694
TAYLOR & ASSOC	POOL-CHAIR RPR	1,603.61	77695
JOHN DEERE	WTR/STS/WWT-SUPPLIES	577.54	77696
HR GREEN	ENGINEERING	70,798.92	77697
IA DEPT OF INSPECS	4PLX-FOOD SVC LIC	150.00	77698
JAX	REC-BB SCOREBOOKS	28.00	77699
CENTRAL IA WATER ASSOC	WTR/LWE WATER 5/2022	528.50	77700
CLEVELAND, JAMIE	WTR-REIMB	166.55	77701
ROTARY CLUB	FD-REYNOLDS MEMB	180.00	77702
QUADIENT	ALL-POSTAGE	1,000.00	77703
AMAZON	REC/WWT/CH-SUPPLIES	249.72	77704
WEX BANK	ALL-GAS CARDS	1,295.05	77705
AMES HYDRAULICS	WTR-SEAL KIT	229.18	77706
MARTIN BROS DIST	4PLX-CONCESSIONS	1,340.47	77707
BRACKETS LLC	CH-BLINDS	1,316.40	77708
COLLINS MAXWELL	REC-REFUND NORTH STORY	25.00	77709
TURF AND POND TIME	PKM-POND MAINT	180.00	77710
ON TRACK	CBD PROJ-PARKER LAW DRAINS	2,160.00	77711
ANDERSON, ZACH	PKM-REIMB TESTING FEES	20.00	77712
KINGSBURY, JASON	PKM-REIMB PESTICIDE CERT	60.00	77713
PROFESSIONAL RESCUE INNOV	FD-TRNG/MAT AFG GRANT	8,000.00	77714
BLACKSTRAP	STS-SALT	3,937.19	77715
STARBUCK, CHARLIE	WTR-MILEAGE REIMB	172.08	77716
FRITZ, GENE	CEM-REIMB	26.73	77717
FIRST AED	FD-REYNOLDS TRNG	611.33	77718
MERCY COLLEGE TC	EMS-REYNOLDS TRNG	3,200.00	77719
SCIENCE CENTER	LIB-ADVENTURE PASS	250.00	77720
	WATER DEPOSITS	57.61	
	Refund Checks Total	57.61	
	Accounts Pay Total	1,011,217.98	

Payroll Checks	74,374.90
***** REPORT TOTAL *****	<u>1,085,650.49</u>
GENERAL	115,927.75
ROAD USE TAX	23,253.30
LOCAL OPTION SALES TAX	2,324.80
LIBRARY TRUST	3,002.81
NORTH STORY BASEBALL	5,083.87
2021 STS 11TH/S14	1,802.60
CBD DOWNTOWN IMPR	2,160.00
2017 STS/WT/SE/STRM PROJ	110.50
WATER	53,285.07
WATER DEPOSITS	57.61
SEWER	30,867.22
SEWER CAP IMP PROJECT	835,604.56
LANDFILL/GARBAGE	55.91
STORM WATER	74.61
REVOLVING FUND	11,183.63
FLEX BENEFIT REVOLVING	856.25
TOTAL FUNDS	<u>1,085,650.49</u>

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
01-000-1110	CASH-GENERAL FUND	171,032.93-	8,465,381.11
02-000-1110	CASH-HOTEL/MOTEL	2,890.55	22,898.55
10-000-1110	CASH-ROAD USE TAX	12,129.99-	2,093,875.37
12-000-1110	CASH-EMPLOYEE BENEFITS	12,875.55	633,391.17
13-000-1110	CASH-RUT CAPITAL	17.34	234,864.38
19-000-1110	CASH-EMERGENCY FUND	1,456.51	43,274.05
21-000-1110	CASH-LOCAL OPTION TAX	125,969.47	1,276,169.25
25-000-1110	CASH-TIF	9,637.72	2,382,373.69
26-000-1110	CASH-LMI SUBFUND		129,265.02
57-000-1111	RESERVE-WELLS	.13	1,780.60
57-000-1113	RESERVE-ZWILLING	.01	111.97
57-000-1114	RESERVE-ALBERRY	.08	1,018.78
58-000-1118	RESERVE-UNDESIGNATED		7.95
58-000-1119	RESERVE-HARMS TRUST, GREEN SP	1.96	26,511.50
59-000-1110	CASH-LIBRARY TRUST	1,291.38-	31,452.53
'1-000-1110	CASH-FIRE TRUST	1.29	17,487.49
'2-000-1110	CASH-SCORE UNDESIGNATED	.42	5,700.96
'3-000-1110	CASH-SCORE O&M	.02	264.87
'4-000-1110	CASH-NORTH STORY BASEBALL	12,706.31-	8,610.07
5-000-1110	CASH-SENIOR COMM CENTER	.66	8,934.54
6-000-1110	CASH-GH PIANO	1.41	19,046.34
7-000-1110	CASH-POLICE FOREITURE	.90	12,211.98
9-000-1122	RESERVE-GRNBLT MAP 2005	.27	3,613.75
9-000-1124	RESERVE-ST CO TRAIL	.03	398.57
9-000-1125	RESERVE-IND RDG GREENBE	.13	1,720.61
9-000-1127	RESERVE-UNRESTRICTED	848.40	77,012.33
9-000-1128	RESERVE-SCORE SCOREBOAR	.34	4,607.14
9-000-1130	RESERVE-LANDSCAPING	.85	6,461.11
9-000-1131	RESERVE-FIELD MAINT	762.03	16,390.44
9-000-1132	RESERVE-LEW HANSEN SUB	.10	1,416.06
9-000-1133	RESERVE-87 SOUTHWOOD	.56	7,619.78
9-000-1134	RESERVE-MARDEAN PARK	.07	904.35
9-000-1110	CASH-COLUMBARIAN MAINT	60.33	4,509.32
1-000-1110	CASH-TRAIL MAINTENANCE	.92	12,440.02
'1-000-1110	CASH-DANIELSON/OTHERTRU	18.44	249,859.30
1-000-1110	CASH-LIB BLDG TRUST	.01	195.98
-000-1110	CASH-TREES FOREVER	.34	4,571.21
-000-1110	CASH-4TH OF JULY	.51	6,868.97
-000-1110	CASH-COMM BAND	.06	850.72
-000-1110	CASH-DEBT SERVICE	15,359.80	617,457.94
-000-1110	CASH-CITY HALL/PUBLIC S	.04	588.11
-000-1110	CASH-LIBRARY BLDG	1,773.59	97,666.04
-000-1110	CASH-SC/FIELDHOUSE	50,534.65-	131,269.93-
-000-1110	CASH-SIDEWALKIMPROVEMEN	3.68	49,809.18
-000-1110	CASH-2021STS PROJ 11TH/S14	2,813.50-	123,577.05-
-000-1110	CASH-2019 CIP WORK	113.90	1,542,964.96
-000-1110	CASH-CBD DOWNTOWN IMPR	26.68	361,438.67
-000-1110	CASH-TRAIL CIP PROJECTS	1,494.91	317,792.39
-000-1110	CASH-ARP FUNDS	36.87	499,497.11
-000-1110	CASH-2017STS,WTR,WMT,STM PROJ		1,579.50-
-000-1110	CASH-PERPETUAL CARE	240.00	160,031.58

CITY OF NEVADA
BALANCE SHEET
CALENDAR 3/2022, FISCAL 9/2022

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
501-000-1110	CASH-HATTERY		5,000.00
600-000-1110	CASH-WATER O&M	88,100.66	2,540,009.01
601-000-1110	CASH-WATER DEPOSITS	1,166.91	81,036.63
602-000-1110	CASH-WATER PLANT UPGRADE RSRV	95.66	1,295,887.84
605-000-1110	CASH-WATER 2012C BOND		638,541.73
607-000-1110	CASH-WTR CAPITAL REVOLV	11,825.51-	384,350.94
608-000-1110	CASH-JORDAN WELL PROJ	460.00-	22,061.85-
610-000-1110	CASH-WASTEWATER O&M	92,932.69	2,688,022.62
611-000-1110	CASH-SEWER REVOLVING		68,451.71-
615-000-1110	CASH-SEWER CONSTRUCTION	6,930.32	2,741,544.93
616-000-1110	CASH-WWT CIP	318,119.69	948,724.08-
617-000-1110	CASH-WWT CAPITAL	1,817.67-	339,082.65
618-000-1110	CASH-SRF SPONSORED PROJECT		186,602.74-
670-000-1110	CASH-GARBAGE UTILITY	6,417.61	12,186.81-
740-000-1110	CASH-STORM WATER UTILIT	14,555.47	851,772.19
10-000-1139	RESERVE-PARK & RECREATI	7.79	105,510.09
10-000-1140	RESERVE-LIBRARY	8,198.64	53,585.76
10-000-1141	RESERVE-CEMETERY	3.36	45,467.63
10-000-1142	RESERVE-FINANCE	447.49-	332,561.12
10-000-1143	RESERVE-FIRE	34,200.58	340,485.67
10-000-1144	RESERVE-POLICE	15.81	214,116.30
10-000-1146	RESERVE-PLANNING & ZONI	2.58	34,890.66
10-000-1147	RESERVE-GATES HALL	2.59	35,022.53
10-000-1148	RESERVE-TECHNOLOGY	.49	6,674.58
12-000-1110	CASH-FLEXIBLE BENEFITS	1,612.61-	27,557.31
30-000-1110	CASH-SICK & VACATION	22.88	309,896.89
	CASH TOTAL	477,698.57	31,037,881.22
01-000-1120	PETTY CASH - LIBRARY		75.00
00-000-1120	PETTY CASH - CITY HALL		600.00
	PETTY CASH TOTAL	.00	675.00
02-000-1168	COUNTY FOUNDATION INVES		89,804.83
	SAVINGS TOTAL	.00	89,804.83
	TOTAL CASH	477,698.57	31,128,361.05

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	PCT OF YTD BALANCE	FISCAL PERCENT EXPENDED	YTD UNEXPENDED
	POLICE TOTAL	1,323,187.00	109,481.94	891,087.34	67.34	432,099.66
	POLICE-OFFICE TOTAL	130,556.00	9,039.78	90,794.43	69.54	39,761.57
	EMERGENCY MANAGEMENT TOTAL	900.00	117.56	781.77	86.86	118.23
	FLOOD CONTROL TOTAL	27,600.00	763.60	15,727.65	56.98	11,872.35
	FIRE TOTAL	525,723.00	13,511.50	257,854.95	49.05	267,868.05
	AMBULANCE TOTAL	64,574.00	110.16	51,615.88	79.93	12,958.12
	BUILDING INSPECTIONS TOTAL	52,000.00	3,697.19	40,747.27	78.36	11,252.73
	ANIMAL CONTROL TOTAL	5,100.00	19.90	8,371.55	164.15	3,271.55-
	ANIMAL CONTROL-OWNER TOTAL	1,500.00	134.00	765.10	51.01	734.90
	PUBLIC SAFETY TOTAL	2,131,140.00	136,875.63	1,357,745.94	63.71	773,394.06
	ROADS, BRIDGES, SIDEWALKS TOTA	782,397.00	45,289.51	548,397.20	70.09	233,999.80
	STREET LIGHTING TOTAL	142,000.00	8,818.08	84,892.53	59.78	57,107.47
	TRAFFIC CONTROL & SAFETY TOTA	500.00	.00	.00	.00	500.00
	PAVEMENT MARKINGS TOTAL	10,000.00	.00	4,181.17	41.81	5,818.83
	SNOW REMOVAL TOTAL	82,275.00	4,566.40	27,921.01	33.94	54,353.99
	TREES & WEEDS TOTAL	50,000.00	1,400.00	7,235.00	14.47	42,765.00
	PUBLIC WORKS TOTAL	1,067,172.00	60,073.99	672,626.91	63.03	394,545.09
	WATER,AIR,MOSQUITO CONTRO TOTA	13,000.00	.00	.00	.00	13,000.00
	ACCESS TOTAL	1,058.00	.00	1,058.00	100.00	.00
	NEVADA YOUTH & SHELTER TOTAL	6,592.00	.00	6,592.00	100.00	.00
	CENTER FOR ADDICTIONS RCY TOTA	1,580.00	.00	1,580.00	100.00	.00
	COMMUNITY RESORCE CENTER TOTA	21,740.00	.00	21,740.00	100.00	.00
	STORY CO VOLUNTEER CENTER TOTA	1,216.00	.00	.00	.00	1,216.00
	RETIRED SEN VOLUNTEER PGM TOTA	1,335.00	.00	1,335.00	100.00	.00
	HEARTLAND SENIOR SERVICES TOTA	1,670.00	.00	1,670.00	100.00	.00
	MIDIOWA COMMUNITY ACTION TOTA	1,715.00	.00	1,715.00	100.00	.00
	GOOD NEIGHBOR EM ASSIST TOTAL	2,286.00	.00	2,286.00	100.00	.00
	STORY CO LEGAL AID TOTAL	3,471.00	.00	3,471.00	100.00	.00
	SALVATION ARMY TOTAL	3,240.00	.00	3,240.00	100.00	.00
	TOTAL	2,420.00	.00	2,420.00	100.00	.00
	OTHER HEALTH/SOCIAL SERV TOTA	3,995.00	.00	3,995.00	100.00	.00
	HEALTH & SOCIAL SERVICES TOTA	65,318.00	.00	51,102.00	78.24	14,216.00
	LIBRARY TOTAL	459,899.00	36,857.98	318,542.75	69.26	141,356.25
	LIBRARY-DONATED TOTAL	32,500.00	.00	10,850.28	33.39	21,649.72
	LIBRARY-STATE INFRASTRUCT TOTA	21,500.00	1,846.61	15,694.55	73.00	5,805.45
	MUSEUM/BAND/THEATRE TOTAL	1,699.00	.00	1,105.00	65.04	594.00
	PARKS TOTAL	119,436.00	7,949.99	95,690.33	80.12	23,745.67
	PARK MAINTENANCE TOTAL	394,560.00	15,101.24	237,868.37	60.29	156,691.63
	PARKS-AHTLETIC FIELDS TOTAL	20,000.00	308.00	8,454.44	42.27	11,545.56
	TRAIL SYSTEM-BIKE/WALK TOTAL	15,000.00	.00	4,088.68	27.26	10,911.32
	FOUR-PLEX COMPLEX TOTAL	49,742.00	396.95	14,225.59	28.60	35,516.41
	POOL TOTAL	281,985.00	5,191.53	190,249.28	67.47	91,735.72

CITY OF NEVADA
BUDGET REPORT
CALENDAR 3/2022, FISCAL 9/2022

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	PERCENT EXPENDED	75.0% UNEXPENDED
	RECREATION TOTAL	69,636.00	4,649.50	55,935.93	80.33	13,700.07
	ADULT SOFTBALL TOTAL	1,054.00	.00	949.14	90.05	104.86
	COMMUNITY HEALTH/WEELNESS TOTA	1,200.00	.00	1,121.86	93.49	78.14
	SENIOR ACTIVITY TOTAL	1,000.00	.00	5,213.44	521.34	4,213.44-
	OPEN RECREATION TOTAL	1,000.00	.00	.00	.00	1,000.00
	CEMETERY TOTAL	165,416.00	19,402.49	127,514.57	77.09	37,901.43
	COMMUNITY CTR/ZOO/MARINA TOTA	189,972.00	8,946.21	95,314.01	50.17	94,657.99
	SENIOR COMMUNITY CENTER TOTAL	6,799.00	426.72	4,510.38	66.34	2,288.62
	FIELDHOUSE TOTAL	25,000.00	.00	.00	.00	25,000.00
	BASEBALL SOFTBALL TOTAL	43,183.00	15,380.10	23,616.13	54.69	19,566.87
	YOUTH BASKETBALL TOTAL	11,390.00	127.37	15,781.23	138.55	4,391.23-
	VOLLEYBALL TOTAL	2,107.00	.00	1,591.28	75.52	515.72
	FLAG FOOTBALL TOTAL	6,095.00	.00	5,702.78	93.56	392.22
	HALLOWEEN TOTAL	250.00	.00	.00	.00	250.00
	JR THEATRE/FESTIVAL TREES TOTA	2,615.00	.00	1,560.59	59.68	1,054.41
	CIRL TOTAL	2,000.00	.00	1,260.08	63.00	739.92
	SOFTBALL TOURNAMENT TOTAL	28,769.00	.00	15,491.67	53.85	13,277.33
	HISTORICAL SOCIETY TOTAL	.00	.00	5,000.00	.00	5,000.00-
	HISTORIC PRESERVATION TOTAL	6,000.00	.00	200.00	3.33	5,800.00
	OTHER CULTURE/RECREATION TOTA	1,983.00	.00	1,983.00	100.00	.00
	CULTURE & RECREATION TOTAL	1,961,790.00	116,584.69	1,259,515.36	64.20	702,274.64
	ECONOMIC DEVELOPMENT TOTAL	507,508.00	7,500.00	91,580.92	18.05	415,927.08
	MAIN STREET NEVADA TOTAL	25,000.00	.00	25,000.00	100.00	.00
	HOUSING & URBAN RENEWAL TOTAL	60,000.00	.00	3,666.43	6.11	56,333.57
	PLANNING & ZONING TOTAL	201,820.00	9,514.35	117,145.65	58.04	84,674.35
	CHRISTMAS LIGHTS TOTAL	800.00	.00	1,682.87	210.36	882.87-
	4TH OF JULY TOTAL	10,000.00	.00	.00	.00	10,000.00
	LINCOLN HWY DAYS TOTAL	5,000.00	.00	5,000.00	100.00	.00
	VISITOR'S GUIDE TOTAL	500.00	.00	.00	.00	500.00
	OTHER COMM & ECO DEV TOTAL	25,700.00	12,000.00	12,367.00	48.12	13,333.00
	COMMUNITY & ECONOMIC DEV TOTA	836,328.00	29,014.35	256,442.87	30.66	579,885.13
	MAYOR/COUNCIL/CITY MGR TOTAL	13,720.00	1,106.95	7,302.61	53.23	6,417.39
	COUNCIL TOTAL	9,687.00	10.00	948.28	9.79	8,738.72
	CITY ADMINISTRATOR TOTAL	44,900.00	4,548.14	25,150.41	56.01	19,749.59
	CLERK/TREASURER/ADM TOTAL	504,496.00	17,566.99	250,549.81	49.66	253,946.19
	ELECTIONS TOTAL	3,000.00	.00	3,017.47	100.58	17.47-
	LEGAL SERVICES/ATTORNEY TOTAL	108,800.00	8,445.00	103,732.50	95.34	5,067.50
	CITY HALL/GENERAL BLDGS TOTAL	120,931.00	6,862.54	78,443.04	64.87	42,487.96
	TORT LIABILITY TOTAL	41,660.00	.00	54,894.00	131.77	13,234.00-
	OTHER GENERAL GOVERNMENT TOTA	13,000.00	313.81	10,652.69	81.94	2,347.31
	GENERAL GOVERNMENT TOTAL	860,194.00	38,853.43	534,690.81	62.16	325,503.19
	CITYHALL/LIBRARY DEBT TOTAL	94,913.00	.00	4,931.25	5.20	89,981.75

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	CBD PROJECT 8.9M TOTAL	178,600.00	.00	89,275.00	49.99	89,325.00
	2013 GO BOND TOTAL	.00	.00	29,625.00	.00	29,625.00
	2019B CIP WORK TOTAL	569,600.00	.00	14,775.00	2.59	554,825.00
	DDCE WTR/WWT/STS DEBT TOTAL	669,300.00	.00	.00	.00	669,300.00
	DEBT SERVICE TOTAL	1,512,413.00	.00	138,606.25	9.16	1,373,806.75
	ROADS, BRIDGES, SIDEWALKS TOTA	3,600,000.00	2,813.50	2,929,410.44	81.37	670,589.56
	SIDEWALKS TOTAL	25,000.00	.00	.00	.00	25,000.00
	RAILROAD CROSSINGS TOTAL	5,000.00	.00	.00	.00	5,000.00
	FIELDHOUSE TOTAL	8,500,000.00	50,534.65	85,053.10	1.00	8,414,946.90
	CITY HALL/GENERAL BLDGS TOTAL	2,000.00	.00	.00	.00	2,000.00
	CAPITAL PROJECTS TOTAL	12,132,000.00	53,348.15	3,014,463.54	24.85	9,117,536.46
	WTR 2012C BOND TOTAL	462,200.00	.00	23,575.00	5.10	438,625.00
	WWT DEBT TOTAL	.00	.00	68,451.71	.00	68,451.71
	WATER TOTAL	45,734.00	11,853.88	33,322.04	72.86	12,411.96
	WATER-PLANT/PUMPS TOTAL	824,503.00	75,714.01	538,337.42	65.29	286,165.58
	WATER-LINES-INST & O&M TOTAL	99,077.00	3,312.21	36,155.08	36.49	62,921.92
	WATER ACCOUNTING TOTAL	342,473.00	28,314.43	260,890.13	76.18	81,582.87
	WASTEWATER PLANT TOTAL	722,094.00	47,682.89	497,313.07	68.87	224,780.93
	WASTEWATER COLLECTION TOTAL	22,404,078.00	566,406.42	8,964,520.26	40.01	13,439,557.74
	WASTEWATER ACCOUNTING TOTAL	226,206.00	17,546.63	170,502.01	75.37	55,703.99
	LANDFILL/GARBAGE TOTAL	80,700.00	56.02	71,882.61	89.07	8,817.39
	STORM WATER TOTAL	35,900.00	74.61	20,877.82	58.16	15,022.18
	ENTERPRISE FUNDS TOTAL	25,242,965.00	750,961.10	10,685,827.15	42.33	14,557,137.85
	TRANSFERS IN/OUT TOTAL	8,027,506.00	.00	1,841,150.00	22.94	6,186,356.00
	TRANSFER OUT TOTAL	8,027,506.00	.00	1,841,150.00	22.94	6,186,356.00
	TOTAL EXPENSES	53,836,826.00	1,185,711.34	19,812,170.83	36.80	34,024,655.17

CITY OF NEVADA
REVENUE REPORT
CALENDAR 3/2022, FISCAL
BUDGET
ESTIMATE

9/2022
MTD
BALANCE

PCT OF FISCAL YTD
YTD PERCENT
BALANCE RECVD

Page 1
OPER: KW
75.0%
UNCOLLECTED

ACCOUNT NUMBER	ACCOUNT TITLE					
	GENERAL TOTAL	4,080,633.00	93,618.02	2,947,924.69	72.24	1,132,708.31
	HOTEL MOTEL TOTAL	11,100.00	2,890.55	11,143.48	100.39	43.48-
	ROAD USE TAX TOTAL	955,424.00	43,248.59	689,317.20	72.15	266,106.80
	EMPLOYEE BENEFITS TOTAL	668,498.00	12,875.55	382,374.52	57.20	286,123.48
	RUT CAPITAL TOTAL	200,500.00	17.34	200,269.39	99.88	230.61
	EMERGENCY FUND TOTAL	74,619.00	1,456.51	43,274.05	57.99	31,344.95
	LOCAL OPTION SALES TAX TOTAL	922,000.00	166,430.98	1,007,270.76	109.25	85,270.76-
	TAX INCREMENT FINANCING TOTAL	1,220,485.00	9,637.72	700,583.58	57.40	519,901.42
	LMI-SUBFUND TOTAL	67,487.00	.00	.00	.00	67,487.00
	RESTRICTED GIFTS TOTAL	30.00	.22	2.07	6.90	27.93
	CEMETARY CIP/LAND TOTAL	100.00	1.96	18.63	18.63	81.37
	LIBRARY TRUST TOTAL	8,750.00	555.23	16,100.29	184.00	7,350.29-
	FIRE TRUST TOTAL	300.00	1.29	12.29	4.10	287.71
	SCORE-UNDESIGNATED TOTAL	100.00	.42	4.01	4.01	95.99
	SCORE O&M TOTAL	5.00	.02	.19	3.80	4.81
	NORTH STORY BASEBALL TOTAL	21,500.00	1,055.64	19,188.46	89.25	2,311.54
	SENIOR CENTER TRUST TOTAL	150.00	.66	6.29	4.19	143.71

ACCOUNT NUMBER	ACCOUNT TITLE	ESTIMATE	BALANCE	BALANCE	PERCENT RECVD	UNCOLLECTED
	GATES HALL PIANO TOTAL	225.00	1.41	13.40	5.96	211.60
	ASSET FORFEITURE TOTAL	100.00	.90	8.59	8.59	91.41
	PARK OPEN SPACE TOTAL	23,950.00	1,706.96	30,535.41	127.50	6,585.41-
	COLUMBARIAN MAINTENANCE TOTAL	220.00	60.33	643.04	292.29	423.04-
	TRAIL MAINTENANCE TOTAL	10,200.00	.92	10,010.17	98.14	189.83
	DANIELSON TRUST TOTAL	500.00	18.44	3,020.26	604.05	2,520.26-
	LIB BLDG TRUST TOTAL	200.00	.01	.13	.07	199.87
	TREES FOREVER TOTAL	50.00	.34	3.23	6.46	46.77
	4TH OF JULY TRUST TOTAL	2,020.00	.51	2,754.64	136.37	734.64-
	COMMUNITY BAND TOTAL	1,000.00	.06	.60	.06	999.40
	DEBT SERVICE TOTAL	1,538,991.00	15,359.80	493,157.14	32.04	1,045,833.86
	CH CAMPUS PROJ TOTAL	.00	.04	.41	.00	.41-
	LIBRARY ADDITION TOTAL	100,747.00	1,773.59	94,959.01	94.25	5,787.99
	SC/FIELDHOUSE TOTAL	8,500,000.00	.00	10,636.10	.13	8,489,363.90
	SIDEWALK IMPROVEMENTS TOTAL	35,000.00	3.68	331.92	.95	34,668.08
	2019 CIP WORK TOTAL	.00	113.90	1,084.88	.00	1,084.88-
	CBD DOWNTOWN IMPR TOTAL	35,000.00	26.68	25,765.73	73.62	9,234.27

CITY OF NEVADA
REVENUE REPORT
CALENDAR 3/2022, FISCAL
BUDGET
ESTIMATE

9/2022
MTD
BALANCE

PCT OF FISCAL YTD
YTD PERCENT
BALANCE RECVD

Page 3
OPER: KW
75.0%
UNCOLLECTED

ACCOUNT NUMBER	ACCOUNT TITLE					
	TRAIL CIP RESERVE PROJTS TOTA	67,749.00	1,494.91	1,694.43	2.50	66,054.57
	ARP FUNDS TOTAL	.00	36.87	499,497.11	.00	499,497.11-
	PERPETUAL CARE TOTAL	3,800.00	240.00	3,310.00	87.11	490.00
	WATER TOTAL	2,332,927.00	194,111.34	1,717,065.22	73.60	615,861.78
	WATER DEPOSITS TOTAL	25,000.00	1,907.32	15,521.13	62.08	9,478.87
	WATER PLANT UPGRADE RSRV TOTA	201,000.00	95.66	200,896.74	99.95	103.26
	WATER 2012C/2020B BOND TOTAL	462,200.00	.00	462,150.00	99.99	50.00
	WATER CAPITAL REVOLVING TOTAL	126,000.00	28.37	125,274.11	99.42	725.89
	SEWER TOTAL	1,623,073.00	159,524.60	1,582,650.54	97.51	40,422.46
	SEWER CONSTRUCTION TOTAL	326,000.00	6,930.32	312,297.26	95.80	13,702.74
	SEWER CAP IMP PROJECT TOTAL	25,000,000.00	881,149.53	7,946,216.03	31.78	17,053,783.97
	SEWER EQUIP REVOLVING TOTAL	61,500.00	25.03	60,235.31	97.94	1,264.69
	LANDFILL/GARBAGE TOTAL	68,650.00	6,473.63	55,993.89	81.56	12,656.11
	STORM WATER TOTAL	172,900.00	14,630.08	132,710.09	76.76	40,189.91
	REVOLVING FUND TOTAL	437,500.00	47,493.71	458,291.38	104.75	20,791.38-
	FLEX BENEFIT REVOLVING TOTAL	.00	2,016.82	38,650.60	.00	38,650.60-
	OTHER INTERNAL SERV FUND TOTA	2,000.00	22.88	217.90	10.90	1,782.10

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CITY OF NEVADA		REVENUE REPORT		Page 4	
CALENDAR 3/2022, FISCAL		9/2022		OPER: KW	
BUDGET		MTD		PCT OF FISCAL YTD 75.0%	
ESTIMATE		BALANCE		YTD PERCENT	
				BALANCE RECVD	
				UNCOLLECTED	
TOTAL REVENUE BY FUND		49,390,183.00	1,667,039.34	20,303,086.30	29,087,096.70

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET
City of NEVADA
Fiscal Year July 1, 2021 - June 30, 2022

The City of NEVADA will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2022

Meeting Date/Time: 5/23/2022 06:00 PM

Contact: Kerin Wright

Phone: (515) 382-5466 ext: 225

Meeting Location: Nevada City Council Chambers, 1209 6th Street, Nevada IA 50201

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	4,021,145	0	4,021,145
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	4,021,145	0	4,021,145
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	1,213,485	0	1,213,485
Other City Taxes	6	987,672	0	987,672
Licenses & Permits	7	112,950	0	112,950
Use of Money & Property	8	157,950	0	157,950
Intergovernmental	9	1,172,310	38,000	1,210,310
Charges for Service	10	4,400,565	5,000	4,405,565
Special Assessments	11	0	0	0
Miscellaneous	12	1,296,600	10,000	1,306,600
Other Financing Sources	13	28,000,000	0	28,000,000
Transfers In	14	8,027,506	0	8,027,506
Total Revenues & Other Sources	15	49,390,183	53,000	49,443,183
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	2,131,140	0	2,131,140
Public Works	17	1,067,172	0	1,067,172
Health and Social Services	18	65,318	0	65,318
Culture and Recreation	19	1,961,790	61,000	2,022,790
Community and Economic Development	20	836,328	0	836,328
General Government	21	860,194	24,000	884,194
Debt Service	22	1,512,413	0	1,512,413
Capital Projects	23	12,132,000	0	12,132,000
Total Government Activities Expenditures	24	20,566,355	85,000	20,651,355
Business Type/Enterprise	25	25,242,965	500,000	25,742,965
Total Gov Activities & Business Expenditures	26	45,809,320	585,000	46,394,320
Transfers Out	27	8,027,506	0	8,027,506
Total Expenditures/Transfers Out	28	53,836,826	585,000	54,421,826
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-4,446,643	-532,000	-4,978,643
Beginning Fund Balance July 1, 2021	30	29,818,479	0	29,818,479
Ending Fund Balance June 30, 2022	31	25,371,836	-532,000	24,839,836

Explanation of Changes: Amendment is necessary for increased costs for chemicals, wages and insurance. Also for expenditures made due to additional grants/reimbursements received. An additional project was added for the water department and the wastewater facility project's SRF principal and interest payments.



Position Description
LIBRARY CLERK
INTERNSHIP

Department: Library
Reports To: Library Director
FLSA: Seasonal

Purpose of Position

Under direct supervision of the Assistant Library Director and Library Director, performs duties essential to the daily operation of the Library. An entry-level position, incumbent performs duties primarily relating to circulation and organization of materials, and patron assistance. Performs related duties as required.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Checks materials in and out.
- Processes and covers items when needed.
- Replaces returned items to shelves; periodically inspects shelves to ensure items are in their proper place.
- Assists with check in and processing of new magazines and newspapers.
- Adds and deletes items on the reserve lists.
- Receives and sorts mail and shipments.
- Assists patrons with computer and copier operation.
- Accepts payments for copies, fees, etc. and handles money.
- Performs clerical duties such as answering the phone, and using a fax machine and copier.
- Delivers items to and from city hall and/or post office.
- Assists patrons with reference questions.
- Assists in opening and closing the library when scheduled.
- Attends intern staff meetings to improve library services as required.

Additional Tasks and Responsibilities

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.

- Performs miscellaneous clerical duties as necessary.
- Assists with other special projects as directed by permanent staff.
- Other duties as apparent or assigned.

Minimum Education or Experience Required

- Must be at least 16 years old with some high school education.

Other Requirements – Certificates/Licensures

- None.

Knowledge, Skills, Abilities

- Ability to follow written, verbal or diagrammatic instructions using examples.
- Ability to calculate payments due, write receipts, and count back change.
- Ability to interview to obtain basic information such as name, addresses and reference need, etc.
- Ability to guide patrons and provide basic information related to the library.
- Ability to learn the library circulation/catalog programs as well as basic Windows functions.
- Knowledge of public library operation including the Dewey Decimal System.
- Ability to establish and maintain proper working relationships with superiors, co-workers and the public.
- Knowledge of personal and network computer operations. Proficient with Microsoft Office programs, internet browsers, and familiarity with mobile devices.
- Ability to maintain confidential information.
- Knowledge and understanding of reference tools, research skills, general literature, and basic library principles, procedures, technology, goals and philosophy of services.
- Knowledge of English grammar, spelling and composition.
- Ability to pass drug screening.
- Ability to reliably and predictably carry out duties.

Equipment and Materials Used

Circulation/catalog computer software, network computers, database software, spreadsheets, word processing software, calculator, microfilm reader/printer, photocopier, fax machine, telephone, and a variety of library and commercial software programs including Windows software and the internet.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee is frequently required to sit; use hands to finger, handle, or feel, and reach with hands and arms. The employee is occasionally required to stand; walk and stoop, kneel, crouch, or crawl. The employee must regularly lift and/or move up to 10 pounds and occasionally up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, depth perception, and ability to adjust focus.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate. Duties are generally performed in an office setting with a controlled environment. The job requires sitting for extended periods of time, and the work may expose the employee to unpleasant social situations and significant workplace pressure. Permanent staff members will always be scheduled with intern clerks. Position involves evening and weekend workhours, with possible morning and afternoon hours occasionally.

The City of Nevada is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act as Amended, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

I have read and understand the duties of this job description and, by signing below, I agree that I can perform the duties of this position with or without reasonable accommodation.

Employee

Date

Library Director

Date

Library Board of Trustees, Chairperson

Date

Intern (Student) Clerk Wages

FY 2023 Budget: 18,993.00

Current Budget Plan for Intern Clerks

	End 21/22 Rate	Beg 22/23 Rate	Mid-YR Adj	# of Hours	Annual
Intern Clerk	8.50	8.75		535	4,681.25
Intern Clerk	8.50	8.75		535	4,681.25
Intern Clerk	8.50	8.75		535	4,681.25
Intern Clerk	9.00	9.25		535	4,948.75

Proposed Budget Plan for Intern Clerks

	End 21/22 Rate	Beg 22/23 Rate	Mid-YR Adj	# of Hours	Annual
Intern Clerk	8.50	9.25		500	4,625.00
Intern Clerk	8.50	9.25		500	4,625.00
Intern Clerk	8.50	9.00		500	4,500.00
Intern Clerk	9.00	9.00		500	4,500.00

Typical Shifts Weekly for Intern Clerks - Mid August - June

Monday	3:30-8:15 pm	4.75
Tuesday	3:30-8:15 pm	4.75
Wednesday	3:30-8:15 pm	4.75
Thursday	3:30-8:15 pm	4.75
Friday	3:30-6:15 pm	2.75
Saturday	9:30 - 4:15 pm 1:00 - 4:15 pm	6.75 3.25

31.75 hours per week - 40 weeks = 1,270 hours

Typical Shifts Weekly for Intern Clerks - SUMMER

Monday	10:00 - 3:00 pm	5
	3:00-8:15 pm	5
Tuesday	10:00 - 3:00 pm	5
	3:00-8:15 pm	5
Wednesday	10:00 - 3:00 pm	5
	3:00-8:15 pm	5
Thursday	10:00 - 3:00 pm	5
	3:00-8:15 pm	5
Friday	10:00 - 2:00 pm	4
	2:00-6:15 pm	4.25
Saturday	9:30 - 4:15 pm	6.75
	1:00 - 4:15 pm	3.25

58.25 hours per week - 12 weeks = 699 hours

Total Hours per year = 1,969 hours / 4 student clerks = 492.25 hours per year.

ORDINANCE NO. 1024 (2021/2022)

**AN ORDINANCE AMENDING THE CITY CODE OF NEVADA, IOWA, BY ADDING
CHAPTER 48 (MOBILE FOOD VENDORS)**

WHEREAS, the City of Nevada (the "City") desires to establish minimum regulations regarding the person engaged in the business of selling food and beverages from a mobile food unit (self-contained motorized vehicle, trailer or pushcart); and

WHEREAS, the City establishes Chapter 48 of the Code of Ordinances of the City of Nevada, Iowa, for any person to engage in the sale of food or beverages from a mobile food unit; and

WHEREAS, the City deems it to be in the best interest of the City, in order to promote and protect the public health, safety, morals and general welfare of the citizens of the City of Nevada, to adopt new municipal code chapter 48.

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

SECTION 1. ADD NEW CHAPTER 48 (MOBILE FOOD VENDORS). The Code of Ordinances of the City of Nevada, Iowa, is amended by adding new Chapter 48 Mobile Food Vendors Code, as follows:

CHAPTER 48: MOBILE FOOD VENDORS

48.01 DEFINITION. *"Mobile food vendor" means a person engaged in the business of selling food or beverages from a mobile food unit (self-contained motorized vehicle, trailer or pushcart).*

48.02 MOBILE FOOD UNIT LICENSE REQUIRED. *It shall be unlawful for any person to engage in the sale of food or beverages from a mobile food unit without first obtaining a mobile food unit establishment license from the State of Iowa in accordance with Iowa Code Chapter 137F. Each mobile food unit shall comply with Story County and State of Iowa inspection requirements and display State license in full view of the public in or on the unit.*

48.03 FIRE DEPARTMENT INSPECTION. *In addition to the State-issued license, it shall be unlawful for any person to engage in the sale of food or beverages from a mobile food unit without first passing an inspection from the City Fire Department, as follows:*

- A.** *All mobile food units that have cooking facilities shall be inspected by the Fire Department prior to initiation of business operations within the City.*
- B.** *All mobile food units inspected must comply with the provisions of the International Fire Code, 2021 Edition, Section 319, as amended.*
- C.** *Each mobile food unit shall have a working fire suppression system, where required.*
- D.** *Inspections are required annually. It shall be the obligation of the mobile food vendor to schedule the inspection with the Fire Department.*
- E.** *The cost of the fire department inspection shall be set by resolution of the City Council.*
- F.** *Upon completion of the annual fire inspection, if the Fire Department determines that the mobile food unit passes the inspection, the Fire Chief shall issue a Certificate of Compliance and identify any conditions for operation as deemed appropriate as a result of said inspection.*

48.04 INSPECTION PROCEDURE

- A.** *Request. The request for inspection shall be filed with the Fire Department.*
- B.** *Timely Submitted. Unless otherwise provided herein, requests for inspection must be submitted not less than ten (10) calendar days prior to the proposed start date of the mobile food unit activities. The City reserves the right to reject any requests that have not been timely submitted to the City. The Fire Chief shall have the discretionary right to process any request for an inspection made less than 10 calendar days prior to the desired start date.*

C. *Request Contents. The request for inspection shall be made on a form provided by the City and shall include:*

1. *Full name of the vendor.*
2. *Vendor's contact information including mailing address, phone numbers and e-mail address.*
3. *State health inspection certificate with the classification level of the state license identified.*
4. *Description of the kitchen facilities, cooking facilities, preparation area, safety features (fire suppression system, etc.) of the mobile food unit.*
5. *Photographs of the mobile food unit from the front, side and back.*
6. *Make, model and year of vehicle to be used and the license plate number.*
7. *Overall size of the vehicle; to include length, width, and height.*
8. *Map of location where the vendor will operate the mobile food unit.*
9. *Hours of operation for the mobile food unit, as allowed within the standards set forth in this code section.*
10. *Inspection fees.*

D. *Issuance of Certificate of Compliance. Upon completion of the Fire Department inspection and determination of compliance with the applicable regulations, the Fire Department will issue a Certificate of Compliance. The Certificate of Compliance shall be displayed next to the State license in full view of the public in or on the unit.*

E. *Modification of Certificate of Compliance After Issuance. Should the mobile food vendor change, repair or remodel the kitchen facilities, cooking facilities, preparation area or safety features of the mobile food unit during the term of the Certificate of Compliance, a new fire inspection shall be required.*

Right to Appeal: If the Fire Chief revokes or refuses to issue a Certificate of Compliance, a vendor may appeal to the City Council at its next regularly scheduled meeting by filing with the City Clerk a written request for an appeal to the City Council at least seven (7) days prior to the meeting. As a result of this appeal, the City Council may affirm, modify or reverse the decision of the Fire Chief not to issue the Certificate of Compliance.

48.05 **PERFORMANCE STANDARDS.**

- A. *Mobile food unit(s) are allowed to be operated on public property only if approved by the City.*
- B. *No mobile food unit shall be left unattended or stored on any site overnight, unless that property is under the ownership or control of (by way of a lease or other contractual agreement) the operator of the unit and is being done so in compliance with all other city code requirements or the mobile food unit is a participant in a multiple (contiguous) day, city permitted, public property approval. Any mobile food unit found unattended shall be considered in violation of these regulations and subject to certificate revocation, towing, or any other action legally allowed.*
- C. *Music and Sound Making Devices. The use of music or sound making devices as a part of mobile food unit shall be prohibited, unless expressly allowed as part of an approved event.*
- D. *Persons conducting business from a mobile food unit must do so in compliance with the following standards:*
 1. *The mobile food vendor must obtain expressed written consent of the property owner or lessee to use the property on which they propose to operate, which consent must include the dates and times of operation as well as contact information for the property owner. The written consent must be kept in the unit at all times that the unit is on the property. Written consent does not excuse or permit the violation of any other imposable regulations.*
 2. *No mobile food unit may be located on a vacant lot or lot with a vacant building.*
 3. *The operator of the mobile food unit shall display their state license and City Certificate of Compliance in full view of the public in or on the unit.*
 4. *Mobile food shall be limited to the hours of operation between eight o'clock (8:00) A.M. and ten o'clock (10:00) P.M., unless otherwise approved by the City.*
 5. *Mobile food units shall serve patrons which are on foot only; no drive-up service to the unit itself shall be provided or allowed.*

6. *The mobile food unit must be located on a paved or rocked surface, unless approved as part of an event permit.*
7. *Mobile food units shall be located on property that is zoned URBAN CORRIDOR (UC), DOWNTOWN COMMERCIAL (DC), GENERAL COMMERCIAL (GC), GENERAL INDUSTRIAL (GI), LIMITED INDUSTRIAL (LI), and LIMITED COMMERCIAL (LC).*
8. *All mobile food units shall maintain a minimum separation from buildings of fifteen feet as measured to the closest building element including awnings or canopies, tents or membrane structures. Location of food unit shall not impede pedestrians entering or exiting a building.*
9. *The window or area where a patron orders and receives their purchase shall be located so as to not require a patron to stand, or create a line that may cause pedestrians to be in the public right of way, vehicle travel lane, including parking lot drive aisles, or similar situation that may create a potential safety hazard. Adequate safe space for patrons waiting for their order must be available on the property where the mobile food unit is located.*
10. *Signs are limited to those that are attached to the exterior of the mobile unit and must be mounted flat against the unit and not project more than six inches (6") from the exterior of the unit. One temporary freestanding business identification sign of 16 square feet or less is permitted. Such a sign shall only be permitted during the time the mobile unit is operating. Off premises signs directing patrons to the mobile food unit are prohibited.*
11. *During business hours, the mobile food vendor shall provide a trash receptacle for use by customers and shall keep the area around the mobile food unit clear of litter and debris at all times.*
12. *All mobile food units shall be located in such a manner as to not create a safety hazard, such as blocking emergency access to buildings and the site, obstructing access to fire hydrants, impeding entering and exiting from a building, creating a visual impediment for the motoring public at drive entrances, intersections, pedestrian crossings, or similar movement and access.*

48.06 PROPERTY OWNER/LESSEE RESPONSIBILITY. *By allowing the mobile food unit on their property, the property owner or lessee jointly and severally with the vendor are responsible for compliance with this chapter and to ensure the safety of pedestrians and access of emergency vehicles to and around the site. Failure to do so could result in the property owner or lessee being party to any enforcement actions or penalties allowed by law.*

48.07 INSPECTION FEES. *At the time of submittal of the request for inspection, the vendor shall pay to the City the applicable inspection fee. The fee schedule will be set by resolution and may be modified from time to time with approval by resolution of the City Council.*

48.08 COMPLIANCE WITH THE LAW. *Each mobile food unit vendor shall comply with all applicable federal, state, and local laws, regulations and rules.*

48.09 SUSPENSION OR REVOCATION OF CERTIFICATE OF COMPLIANCE. *Any Certificate of Compliance issued under the provisions of this chapter may be suspended or revoked by the City as follows:*

- A. Grounds. The Fire Chief may suspend or revoke any Certificate of Compliance issued under this chapter, for any of, but not limited to, the following reasons:*
 - 1. The vendor has violated this chapter or any other chapter of this code or has otherwise conducted his/her business in an unlawful manner.*
 - 2. The vendor has conducted his/her business in such manner as to endanger the public welfare, safety, order or morals.*
 - 3. The Fire Chief has received and investigated three (3) or more found complaints during the certificate term related to the manner in which the vendor is conducting business.*
- B. Emergency Revocation. The Fire Chief may suspend or revoke any Certificate of Compliance immediately, upon oral notification to the operator of the mobile food unit, in the event the mobile food unit is creating a danger to the public health or safety. In such event, the vendor shall immediately cease operations. The Fire Chief will cause the notice of revocation to be*

served in person by a city official or by mail to the vendor's local address within twenty-four (24) hours.

- C. *Notice of Suspension or Revocation; Right to Appeal. The Fire Chief shall cause notice of the certificate revocation to be served in person by a city official or by mail to the vendor's local address, which notice shall specify the reason(s) for such action, at which time operations of the vendor must cease within the corporate limits of the City of Nevada. The vendor may appeal the revocation of the certificate to the City Council at its next regularly scheduled meeting by filing with the City Clerk a written request for an appeal to the City Council at least seven (7) days prior to the meeting. The City Council may affirm, modify or reverse the decision of the Fire Chief to revoke such certificate. If a certificate is revoked, no refund of any inspection fee paid shall be made. Upon the revocation of a certificate, the vendor is not eligible for the issuance of a new certificate under this chapter for a period of one year from the date the certificate revocation is served in person or deposited in the U.S. mail.*

48.10 PENALTY. *Unless another penalty is expressly provided by this chapter for any particular provision or section, violations of this chapter are simple misdemeanors subject to a fine of not more than \$625.00 or may be punishable as municipal infractions subject to a civil penalty as set forth in this Code of Ordinances. Each day a municipal infraction occurs and/or is permitted to exist constitutes a separate offense. Police officers and code enforcement officers shall have the authority to issue citations for violations of this chapter, and shall have the discretion to enforce this chapter as either a simple misdemeanor or municipal infraction.*

SECTION 2. REPEALER. All ordinances or parts thereof 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 this ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

Passed First Reading by the City Council of Nevada, Iowa, 28th day of March, 2022.

Passed Second Reading by the City Council of Nevada, Iowa, the 11th day of April, 2022.

PASSED AND ENACTED by the City Council of Nevada, Iowa, the 25th day of April, 2022.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

1st Reading – March 28, 2022

Motion by Council Member Brian Hanson, seconded by Council Member Steve Skaggs, first reading of Ordinance No. 1023 (2021/2022).

AYES: Hanson, Skaggs, Ehrig, Mittman, Nealson, Sampson

NAYS: None

ABSENT: None

2nd Reading – April 11, 2022

Motion by Council Member Dane Nealson, seconded Council Member Jason Sampson, to approve the second reading of Ordinance No. 1023 (2021/2022).

AYES: Nealson, Sampson, Skaggs, Ehrig, Hanson, Mittman

NAYS: None

ABSENT: None

3rd Reading – April 25, 2022

Motion by Council Member __, seconded by Council Member __, to approve the third reading of Ordinance No. 1023 (2021/2022)

AYES: -

NAYS: -

ABSENT: -

The Mayor declared Ordinance No. 1023 (2021/2022) was passed on __, 2022.

I certify that the foregoing was published as Ordinance No. 1023 (2021/2022) on the __ day of __, 2022.

Kerin Wright, City Clerk

Item # 7B
Date: 4/25/22



▷ 5525 Marle Hay Road | Suite 200 | Johnston, IA 50131
Main 515.278.2913 • Fax 515.278.1846

HRGREEN.COM

April 25, 2022

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

Re: Nevada WWTF Improvements – Design/Bid Phase Professional Services Agreement Amendment #1

Dear Jordan:

Enclosed is our Professional Services Agreement Amendment #1 for the Nevada Wastewater Treatment Facility Improvements project.

This amendment captures the additional design re-work and requested supplemental services for the design and bidding of the WWTF Improvements project. Additional design re-work was effort to redesign the trunk sewer portion of the project due to Story County's objections after issuance of the approved Conditional Use Permit. This re-work included additional land acquisition services and environmental review services that were completed by HRG's subconsultants. Supplemental services include relocation design of an existing City sanitary sewer due to the County Road S14 relocation project and design of a potable water well for the WWTF site. We plan to review the specific details of the amendment with Council at the April 25th City Council meeting.

The overall amendment fee is \$320,000. This fee includes associated subconsultant services for re-work and supplemental services at no markup. The original PSA overall fee for professional services for the project was \$2,900,000. The amendment fee equates to 11% of the original PSA fee.

We appreciate the City's consideration of Amendment #1. We are excited to continue to assist the City through this major infrastructure project to completion.

Sincerely,

HR GREEN, INC

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

Michael Roth, P.E.
Senior Project Manager

Cc: Kerin Wright, City
Larry Stevens, HRG

Enclosures

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**HR GREEN, INC.
PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1**

THIS AMENDMENT, made this 25th day of April, 2022 by and between, City of Nevada, Iowa the CLIENT, and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

Nevada Wastewater Treatment Facility Improvements

hereby amends the original Professional Services Agreement dated 10/9/19 as follows:

The CLIENT and COMPANY agree to amend the Scope of Services of the original Professional Services Agreement and previous amendments as follows:

See Attachment A

CLIENT Project Number: NA

COMPANY Project Number: 160473

The CLIENT and COMPANY agree to amend other provisions of the original Professional Services Agreement and previous amendments as follows:

Under Section 4.0 delete the following:

"Preparing design documents for more than one construction contract"

"Land acquisition services"

In consideration for these services, the CLIENT AGREES to adjust the payment for services performed by COMPANY on the following basis:

☒ Lump Sum to be increased by Three-hundred-twenty-thousand and 00/100 Dollars (\$ 320,000.00)

The total authorized compensation after this Amendment, including the original Professional Services Agreement and all previous Amendments, is Three-million-two-hundred-twenty-thousand and 00/100 Dollars (\$ 3,220,000.00)

THIS AMENDMENT is subject to all provisions of the original Professional Services Agreement.

THIS AMENDMENT, together with the original Professional Services Agreement and all previous amendments represents the entire and integrated AGREEMENT between the CLIENT and COMPANY.

THIS AMENDMENT executed the day and year written above.

CITY OF NEVADA, IOWA

HR GREEN, INC.

By: Brett Barker, Mayor

By: James R. Rasmussen, Vice-President

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ATTACHMENT A SCOPE OF SERVICES

WWTF Improvements – Amendment No. 1 NEVADA, IA

Background

The COMPANY completed Phase 1A services for the wastewater treatment facility (WWTF) portion of the project. The final design was split into two (2) bid packages instead of the originally planned single bid package. This allowed acceleration of the construction schedule for Phase 1A from the original plan.

The City also requested evaluation of utility service options for the WWTF site including use of propane vs. natural gas for heating; supplemental/auxiliary solar power generation; and installation of a private well for potable water use in lieu of connecting to rural water. A memorandum was prepared evaluating these alternatives and recommendations provided. Direction was given to proceed with investigation and design of a private well for potable water use on the WWTF site. The original design was based on a rural water connection for potable water needs. Supplemental services for private well exploration/investigation and design would be required.

The COMPANY started the Phase 1B design for the lift station and trunk sewer portion of the project and progressed to Schematic Design (30%). At Schematic Design, the Story County Engineer raised objections to the trunk sewer route that was reviewed and approved with the Story County Conditional Use Permit.

Based on these objections and recommendation from Story County, alternate trunk sewer alignments were investigated in order to obtain the required approvals from Story County. Four (4) additional alignments through private property were investigated for the trunk sewer. Selection of a new alignment thus triggered required revision, reconsideration and rework related to the Story County Conditional Use Permitting process, Iowa DNR construction permitting/environmental review process, land acquisition needs, geotechnical and surveying subconsultant services, and public outreach activities.

Additionally, the Iowa DOT's project to re-align County Road S14 and install a new overpass at US Highway 30 required re-design of the planned force main Schematic Design alignment. Details of the Iowa DOT had not been shared with our design team prior to Schematic Design. Due to the planned re-alignment and future Iowa DOT changes to the US Highway 30 corridor, it was determined to incorporate the relocation of the existing City sanitary sewer in the south US Highway 30 right-of-way (ROW) as part of the project. The relocation moves the sanitary sewer outside of the ROW to avoid future conflicts with restricted use of the US Highway 30 ROW for utilities. The relocation also affords the opportunity to expand the capacity of the sanitary sewer to serve undeveloped parcels within the City limits.

Similar to Phase 1A, Phase 1B final design was split into two (2) bid packages instead of the originally planned single bid package. This allowed continuation of the project in order to align with the WWTF substantial completion date and overall project compliance schedule.

Scope of Services:

The CITY agrees to employ COMPANY to perform the following additional services:

1. Trunk Sewer Redesign
 - a. Redesign of trunk sewer and force main alignments to a Schematic Design (30%) level due to Story County's objections to the original approved alignment and Iowa DOT County Road S14 realignment project, respectively.
 - b. Conduct a separate Design Development Workshop with CLIENT for the trunk sewer/force main/gravity sewer relocation portion of the project separate from the lift station Design Development Workshop.
 - c. Conduct a second public information meeting to present revised force main and trunk sewer alignments.
 - d. Design for relocation of existing City gravity sewer within the US Highway 30 ROW on the west side of West Indian Creek to the north side of US Highway 30 outside of the ROW to comply with future Iowa DOT requirements based on future reclassification of the US Highway 30 corridor to "priority one access".
 - e. Complete additional geotechnical soils testing along the revised trunk sewer alignment by COMPANY's subconsultant.
 - f. Complete additional topographic survey along the revised trunk sewer and force main alignments by COMPANY's subconsultant.
 - g. Revise and resubmit Story County Conditional Use Permit application based on revised trunk sewer alignment, including:
 - i. Attend one (1) Story County Planning and Development conceptual review meeting.
 - ii. Attend two (2) Story County Board of Adjustment meetings for presentation and consideration of the Conditional Use Permit application resubmittal
 - h. Provide land acquisition services via COMPANY's subconsultant to obtain temporary and permanent easements for revised trunk sewer and force main alignments which included:
 - i. 18 temporary easement parcels (Revised from 26 temporary easement parcels)
 - ii. 17 permanent easement parcels (Revised from zero permanent easement parcels)
 - iii. Appraisal services for permanent easements (Revised from no appraisal services)
 - iv. Attend one (1) additional public information meeting with HR Green and City
 - v. Hold individual property owner meetings for negotiations on easement purchases.
 - vi. COMPANY to verify property corner pins/monuments for use in developing easement exhibits by an Iowa-registered Professional Land Surveyor

2. Trunk Sewer Environmental Review
 - a. Revise the Iowa DNR Programmatic Agreement due to revised project schedule and arrangement.
 - b. Conduct a Phase 1 cultural resource survey by COMPANY's subconsultant including:
 - i. Fieldwork
 - ii. Data review
 - iii. Analyses
 - iv. Report preparation
 - c. Consult with Iowa DNR staff for environmental review documents submittal and required public hearings
3. Phase 1A Bidding Assistance (No cost)
 - a. Conduct separate bid lettings for the WWTF site mass grading (WWTF Improvements - Phase 1) and treatment plant construction (WWTF Improvements - Phase 2) portions of the project. Provide all subtasks for bidding assistance as outlined in the original Professional Services Agreement.
4. Phase 1B Bidding Assistance (No cost)
 - a. Conduct separate bid lettings for the lift station (WWTF Improvements - Phase 3) and trunk sewer/force main/gravity sewer relocation (WWTF Improvements - Phase 3) portions of the project. Provide all subtasks for bidding assistance as outlined in the original Professional Services Agreement.

5. Potable Water Well Design

a. Background Research and Data Collection

- i. Gather and review the existing well data from City and/or State of Iowa records for registered wells and available test boring information. Research will focus on the geology, groundwater quality, and quantity available at the WWTF site. No additional field survey is anticipated.
- ii. Develop a site plan and subsurface exploration work plan with recommended drilling locations, target depths, and preferred drilling methods and sampling procedures.

b. Field Investigation

- i. Coordinate scheduling and implementation of subsurface drilling activities with a COMPANY-hired certified well driller.
- ii. Provide field investigative services by a COMPANY subconsultant certified hydrogeologist for logging borehole cuttings and formation samples, preliminary yield testing, and water quality sampling. Four (4) days of field work anticipated for a hydrogeologist.
- iii. Prepare report documenting and summarizing the drilling and groundwater chemistry results.

c. Final Plans

- i. Based on the field investigation results, the COMPANY will proceed with preparing the plan sheets and an opinion of probable construction costs. The preliminary plans will include the following (6) sheets:
 - o Well Site and Piping Plan (1 Sheet)
 - o Well Profile and Details (1 Sheet)
 - o Electrical Site Plan (1 Sheet)
 - o Administration Building – Mechanical Plumbing Plan (1 Sheet)
 - o Administration Building – Electrical Plan (1 Sheet)
 - o Administration Building – Electrical Panel and Details (1 Sheet)
- ii. Prepare permit application paperwork for submission to Story County for construction of the well and proposed improvements.
- iii. Submit Final Plans to a certified Well Driller for completion of the well drilling and pitless unit installation.
- iv. Submit Final Plans to General Contractor for pricing as a Change Order to the WWTF Improvements – Phase 2 project for implementation of the well into the overall project. This is anticipated to include buried site piping, electrical power feeds, control integration, and plumbing modifications.



5525 Merle Hay Road | Suite 200 | Johnston, IA 50131
Main 515.278.2913 Fax 515.278.1846

515.278.2913

April 25, 2022

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

Re: Nevada WWTF Improvements – Phase 4: Construction Phase Services Professional Services Agreement

Dear Jordan:

Enclosed is our Professional Services Agreement for Construction Phase Services of the Nevada Wastewater Treatment Facility Improvements – Phase 4 project.

Construction of these improvements will span over an 18-month timeframe. The Scope and fee include:

- Construction Administration services
- Construction Observation services
 - Six (6)-months of full-time resident observation (gravity trunk sewer only per Story County requirements)
 - 12-months of part-time resident observation
- Construction Testing services
 - Soils testing, concrete testing, rebar inspections performed by HR Green's subconsultant

The overall fee for professional services for the project is \$509,000. Please note that the original project budget included these construction phase costs. I plan to present the specific details of our professional services to the City Council at the April 25th City Council meeting.

We thank you for your consideration and look forward to assisting the City during the last phase of construction for this major infrastructure project.

Sincerely,

HR GREEN, INC

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

Michael Roth, P.E.
Senior Project Manager

Cc: Kerin Wright, City
Larry Stevens, HRG

Enclosure



PROFESSIONAL SERVICES AGREEMENT

For

**Nevada Wastewater Treatment Facility (WWTF) Improvements – Phase 4
Construction Phase Services**

Jordan Cook, City Administrator
City of Nevada, IA
1209 6th Street
Nevada, IA 50201
(515) 382-5466

Michael Roth, P.E., Senior Project Manager
HR Green, Inc.
5525 Merle Hay Road, Suite 200
Johnston, IA 50131
HR Green Project: 160473.04

April 25, 2022

TABLE OF CONTENTS

- 1.0 PROJECT UNDERSTANDING
- 2.0 SCOPE OF SERVICES
- 3.0 DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT
- 4.0 ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
- 5.0 SERVICES BY OTHERS
- 6.0 CLIENT RESPONSIBILITIES
- 7.0 PROFESSIONAL SERVICES FEE
- 8.0 TERMS AND CONDITIONS



THIS **AGREEMENT** is between CITY OF NEVADA, IA (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The project will cover the fourth phase (Phase 4) of construction of improvements for the CLIENT's proposed Wastewater Treatment Facility (WWTF). The proposed WWTF improvements include: all labor, materials, and equipment for the construction of force mains and trunk sewer will convey raw wastewater from the new lift station to the new WWTF site; fiber optic cable from the new lift station to the new WWTF; fiber optic cabling end terminations at the new lift station and new WWTF; and relocation of an existing gravity sanitary sewer.

This Professional Services Agreement is a continuation from the Design and Bidding phase services for the Nevada WWTF Improvements project and include Construction Administration, Construction Observation, and Construction Testing services for Phase 4 construction activities.

1.2 Design Criteria/Assumptions

Phase 4 improvements will be completed in one construction contract.

COMPANY will use sub-consultants for soils testing, concrete testing, and special inspections phase services.

Story County as part of the approved Conditional Use Permit is requiring full time resident observation during the duration of construction of the gravity trunk sewer portion the project.

Construction duration for the gravity trunk sewer portion of the project is anticipated to last 6 months.

CLIENT is requesting part-time resident observation during the duration of the remaining portions of the project (approximately 12 months).

Construction duration from Notice to Proceed to Substantial Completion is approximately 13 months, and construction duration from Notice to Proceed to Final Completion is approximately 18 months.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

The effort for the following tasks assumes the construction phase will last up to 18 months.

2.1 Phase 1000 Construction Administration

2.1.1 Task 1010 Project Management

- Provide on-going project management throughout the construction phase of the project. Advise CLIENT if additional data or services are necessary and assist CLIENT in obtaining such data and services. Provide for communication including postage, printing, and telephone service.

- Issue Notice to Proceed.
- Review of Contractor certification of insurance for conformance with the Project Documents.
- Compile and deliver four (4) sets of Conformed Contract Documents.
- Monitor project budget and schedule through weekly reviews of project status.
- Prepare monthly invoices for engineering services based on time and expense charges for duration of the project which is expected to last 18 months.
- Prepare a monthly Engineering Report summarizing current project status/schedule, outstanding issues, percent complete, and other engineering related issues. Provide to the CLIENT ahead of first regular Council meeting of the month. Senior Project Manager will participate via conference call/virtual meeting at first Council meeting of the month to respond to questions from the Council on the project. Up to 18 reports/council meetings are planned.
- Prepare and submit project completion letters for Iowa DNR General Construction Permit.

2.1.2 Task 1020 - Project Meetings

- Conduct a preconstruction meeting with the CLIENT, Contractor(s), Subcontractors, COMPANY's Project Manager and Resident Project Representative, and other public utility companies. The meeting shall be held virtually with up to two (2) COMPANY staff on-site. Provide meeting minutes to all project stakeholders.
- The Contractor(s) will be responsible for organizing and leading monthly progress meetings. The COMPANY will participate in the monthly progress meetings and site visits. The progress meetings may be held virtually with limited COMPANY staff on-site as conditions allow. Up to 18 progress meetings are expected.
- The Contractor(s) will be responsible for preparing progress meeting agenda, attending progress meetings, and prepare meeting minutes as well as distributing meeting minutes to project stakeholders.
- COMPANY will review Contractor's construction schedule and verify that it is up to date.
- Conduct up to one (1) concrete pre-pour meeting on the site with the CLIENT, Contractor(s), Subcontractors, COMPANY's Project Manager and Resident Project Representative, and Structural Engineer as per the contract documents. Provide meeting minutes to all project stakeholders.
- Attend up to one (1) City Council Meeting to provide recommendation of project acceptance.

2.1.3 Task 1030 - Shop Drawings

- Receive and log all submittals and track outstanding submittals. Share the log with the CLIENT and Contractor(s) at progress meetings.
- Review shop drawings, samples, and manufacturer's data submitted by the Contractor(s) as required by the project specifications.
- Evaluate and determine the acceptability of substitutions proposed by the Contractor(s).
- Any substitutions will be reviewed by the COMPANY and shall first be approved by the COMPANY and then approved by the CLIENT.

2.1.4 Task 1040 - Contractor Correspondence

- Issue responses to the Contractor's information request to interpret and clarify the contract documents.

- Provide general correspondence with CLIENT, Contractors, subcontractors, and suppliers throughout the project duration.
 - Act as CLIENT's representative, consult with and advise CLIENT, and have the authority to act on behalf of the CLIENT.
 - Interpret the intent of the plans, specifications, and contract documents to protect the CLIENT against defects and deficiencies in construction on the part of the Contractors; however, COMPANY cannot guarantee the performance of a Contractor.
- 2.1.5 Task 1050 – Pay Requests
- Review the Contractor's monthly applications for progress and final payment and, when reviewed, submit recommendation to the CLIENT for payment. Up to 18 pay request applications are expected.
- 2.1.6 Task 1060 – Change Orders
- Prepare contract change orders including justifications and recommendations. Up to four (4) change orders are anticipated for the entire project duration.
- 2.1.7 Task 1070 - Final Site Visit/Punch List
- Make a pre-final inspection of the project and develop a tabulation of items to be completed (punch list) by the contractor.
 - Make a final inspection of the project to verify completion of punch list items.
 - Prepare statements of substantial completion and final completion.
 - Submit documents for final acceptance from the CLIENT.
- 2.1.8 Task 1080 - Record Drawings
- Compile Contractor's as-built markups to prepare record drawings. These record drawings will be based on information supplied by the Contractor(s) and resident project representative.
 - Distribute two (2) hard copies of record drawings in 11x17 size format and one electronic copy (disc) in PDF of record drawings to CLIENT.
- 2.1.9 Task 1090 - SRF Davis-Bacon Wage Review.
- Collect and maintain contractor and subcontractor payroll records in accordance with the required provisions of the SRF program.
 - Perform spot check of payroll records against wage rates as included in the Contract Documents.
 - Provide CLIENT payroll records at the completion of the project.
- 2.1.10 Task 1100 - Warranty Assistance
- Provide staff to review defective work or material discovered during the project's warranty period.
 - Observe defective work and report to the contractor.
 - The contractor will be responsible for coordinating the completion of the warranty work with their suppliers, manufacturers, sub-contractors, or agents. COMPANY will report the warranty work completion schedule to the CLIENT.
 - Observe, review, and/or reject warranty workmanship and materials.
 - Notify the CLIENT of completed warranty work.
 - COMPANY will provide up to 80 hours for warranty assistance for the CLIENT.
- 2.1.11 Task 1110– Commissioning and Startup
- COMPANY will lead a Commissioning Team on site to verify operations, start up, set or verify controls, instruments, set points and the control system prior to Substantial Completion.

- The Commissioning Team will include members of the CLIENT's WWTF operations staff, including the CLIENT's lead operator-in-charge.
- Commissioning will not start until the Contractor has completed Manufacturer's Field Services and Training for each of the equipment items.
- The Commissioning Team shall consult with equipment and systems manufacturers and representatives as necessary and appropriate.
- COMPANY will provide up to 24 hours by the Commissioning Team to validate operations and start up processes.

2.2 Phase 2000 Construction Observation

2.2.1 Task 2010 - Resident Observation

- Provide Resident Project Representative (RPR) for six (6) months of full-time on-site construction observation during construction of the gravity trunk sewer and 12 months of part-time on-site construction observation. Full-time RPR effort is based on up to eight (8) hours per day, five (5) days per week on-site time. Part-time RPR effort is based on up to eight (8) hours per day, three (3) days per week on-site time. Total RPR effort is estimated up to 2,160 hours. Tasks include:
 - Observe, review, and/or reject construction workmanship and materials.
 - Prepare daily reports of construction activities and quantities.
 - Review Contractor supplied quantities for monthly pay request (excluding earthwork quantities which are paid based on plan quantities).
 - Document the details of the constructed project.
 - Act as CLIENT's representative, consult with and advise CLIENT, and have the authority to act on behalf of the CLIENT.
 - Resident observation services do not include responsibility for construction means, controls, techniques, sequences, materials testing, procedures and safety.

2.3 Phase 4000 Construction Testing Services

2.3.1 Task 3010 – Soil Testing Services

- Provide soil testing services and geotechnical engineering consultation via a subconsultant throughout the duration of construction activities to verify soil compaction requirements per the project documents. The Project Documents are based on soil testing to be provided by the CLIENT. Testing services shall be invoiced through the COMPANY without markup to the CLIENT. Soil testing services include:
 - Sample collection and laboratory proctor testing – up to 6 samples
 - On-site Compaction testing for structures and trench backfill – up to 740 field density tests

2.3.2 Task 3020 – Concrete Testing Services

- Provide concrete testing services and geotechnical engineering consultation via a subconsultant throughout the duration of construction activities to verify cast-in-place concrete requirements per the project documents. The Project Documents are based on concrete testing to be provided by the CLIENT. Testing services shall be invoiced through the COMPANY without markup to the CLIENT. Concrete testing services include:
 - Sample collection and concrete testing (on-site & laboratory) – up to 3 sets (air content, slump, temperature, & compressive strength)



2.3.3 Task 3030 – Concrete Reinforcement Placement Special Inspections

- Provide Special inspections related to reinforcement placement for cast-in-place concrete construction by a certified Reinforced Concrete Special Inspector via a subconsultant throughout the duration of construction activities to verify requirements per the project documents. The Project Documents are based on building code outlining reinforcement placement inspections. Similar to cast-in-place concrete testing, these inspections would be provided by the CLIENT. Inspection services shall be invoiced through the COMPANY without markup to the CLIENT. Concrete testing services include:
 - On-site reinforcement placement review – up to 3 inspections

3.0 Deliverables and Schedules Included in this Agreement

Notice to Proceed given to Contractor	April 15, 2022 (tentative)
Preconstruction Meeting	TBD
Substantial Completion	June 9, 2023
Final Completion	September 30, 2023

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

- Preliminary Design, Final Design, Easement Acquisition, and Bidding services.
- Modifications to the design based on differing subsurface and physical conditions encountered in the construction project.
- Additional or extended services during construction made necessary by:
 - Work damaged by fire or other cause during construction.
 - Significant amount of defective or neglected work by any Contractor.
 - Acceleration of the progress schedule involving service beyond normal working hours.
 - Default by any Contractor.
 - Failure of the Contractor to complete the work within the contract time.
- Evaluation of unusually complex or unreasonably numerous claims and/or requests submitted by Contractor or others in connection with the work.
- Evaluation of unreasonably numerous shop drawing resubmittals due to non-conformance with the project documents by Contractor or others in connection with the work.

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.



5.0 Services by Others

Soils testing services.
Concrete testing services.
Concrete reinforcement placement special inspections as required by building code.

6.0 Client Responsibilities

- Meet with COMPANY regularly to review project status.
- Review and comment on construction schedule.
- Identify any preferences for materials.
- Work closely with COMPANY to provide direction relative to system requirements.
- Assist COMPANY with information for permit applications. Provide fees for all permits submitted not to be paid for by Contractor.
- Participate in site visits and progress meetings as necessary.
- Review and process pay claim requests.
- Identify potential activities likely to interfere with ongoing operations and suggest construction sequencing.
- Provide pertinent available drawings, reports, data, maps, benchmarks, and utility information for the project area as needed.
- Prompt review of drawings, specifications, sketches, technical memos, and information submitted by the COMPANY.
- Provide legal review of information as needed by the project.
- Designate a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, and interpret and define CLIENT's policies and decisions with respect to COMPANY's services for the Project.

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY



may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorneys' fees.

7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:
Time and material basis with a Not to Exceed fee of \$509,000.00.



8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for



services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.



8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the

submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors,

employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.26 Drywells, Underdrains and Other Infiltration Devices

Services provided by COMPANY under this AGREEMENT do NOT include the geotechnical design of drywells, underdrains, injection wells or any other item that may be devised for the purpose of removing water from the CLIENT'S property by infiltration into the ground. Due to the high variability of soil types and conditions such devices will not be reliable in all cases. While for this reason COMPANY does not recommend the use of these devices, in some cases their use may be necessary to obtain an adequate amount of area for development on the CLIENT'S property. Since the use of these devices is intended to enhance the value of the CLIENT'S property and, in some cases, allow development that would otherwise not be possible, the CLIENT will assume all risks inherent in the design and construction of these devices, unless the contractor or a Geotechnical Engineer assumes these risks. Typical risks include but are not limited to:

- Failure to obtain the required release rate;
- Variability of the soils encountered during construction from those encountered in soil borings. (Soils can vary widely over a small change in location, horizontal or vertical, particularly with regards to permeability);
- Failure of the device due to siltation, poor construction or changes in the water table;

- Need to obtain additional soils information (i.e. borings etc.) to evaluate the function of installed devices;
- Reconstruction of failed or inadequate devices;
- Enlargement of detention/ retention facilities to make up for release rates that are lower than those used in the stormwater design, including engineering design and additional land required for such enlargement; and
- Regular maintenance to remove accumulated silt over the device's life span.

If the use of these devices is required COMPANY will advise the CLIENT that a Geotechnical Engineer must be retained to consult on the project. The CLIENT must enter into a separate agreement directly with this consultant. They will not be sub-contracted through COMPANY nor are their fees included as part of this AGREEMENT. COMPANY will work together with this consultant to obtain a final design. Our collaboration may include the use of a common standard detail or the creation of a new standard detail. COMPANY may make suggestions to the Geotechnical Engineer on ways to tailor these devices to meet the needs of the overall site design. The Geotechnical Engineer will evaluate these suggested details and modifications based on his experience and measured soils information to estimate the release rate for each detail considered. COMPANY may use a release rate of these devices as provided by the Geotechnical Engineer for the design of the stormwater system. This rate may be faxed to us, as a draft copy of the Geotechnical Engineers report or as a final copy of that report. In no case will COMPANY accept responsibility for the determination of the expected release rate of these devices.

If certification of the contractor's construction of these devices is required by the municipality or desired by the CLIENT a Geotechnical Engineer must also be obtained for these services. This is highly recommended in order to observe the actual soils where the devices are being constructed and to verify that the construction methods used do not violate any assumptions made by the Geotechnical Engineer during the design and evaluation of the standard detail. If a Geotechnical Engineer is not retained by the CLIENT to provide construction review, the CLIENT shall assume all risks that the devices may fail requiring additional geotechnical investigation or reconstruction and shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom. Any construction observation services provided by COMPANY shall not include these devices.

8.27 Environmental Audits/Site Assessments

Environmental Audit/Site Assessment report(s) are prepared for CLIENT's sole use. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of COMPANY.

8.28 Construction Observation

COMPANY shall visit the project at appropriate intervals (as described in the scope of services) during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The CLIENT has not retained COMPANY to make detailed inspections or to provide exhaustive or continuous project review and observation services. COMPANY does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

If the CLIENT desires more extensive project observation or full-time project representation, the CLIENT shall request in writing such services be provided by COMPANY as Additional Services in accordance with the terms of the AGREEMENT.

8.29 Soliciting Employment

Neither party to this AGREEMENT will solicit an employee of the other nor hire or make an offer of employment to an employee of the other that is working on this PROJECT, without prior written consent of the other party, during the time this AGREEMENT is in effect.

8.37 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal



entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Michael Roth, P.E.

Approved by: _____

Printed/Typed Name: James R. Rasmussen, P.E.

Title: Vice President Date: 4/19/22

CITY OF NEVADA, IA

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

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

THIS AGREEMENT, made this 25th day of April, 2022 by and between the **City of Nevada**, the CITY, and **HR GREEN, INC.** (hereafter "HRG"), for professional services concerning:
Nevada, IA – 2022 Street Improvements Project, Construction Phase Services

HRG Project Number 201191

The CITY agrees to employ HRG to perform the following services:
Construction Phase Services:

- Staking (\$15,525.00)
- Project submittal reviews (\$3,000)
- On-Call Services, including plan interpretations, construction guidance, change orders, site visits, progress payment reviews, final close-out, record drawings (\$10,000)

In consideration for these services, the CITY AGREES to pay HRG on the following basis:


- ☐ Lump sum in the amount of _____
- ☒ Per current Rate Schedule with a Not to exceed fee of \$28,525.00 for Construction Phase
Services for the 2022 Street Improvements Project
- ☐ Other as stated here: _____

The Schedule of Fees and Conditions are as approved in the Master Agreement for Municipal Engineering Services dated April 12, 2021.

CITY OF NEVADA, IOWA

HR GREEN, INC.

By: Brett Barker
Its Mayor
Date _____


By: James E. Halverson
Its Vice President
Date 04/20/2022

RESOLUTION NO. 078 (2021/2022)

RESOLUTION ESTABLISHING ANNUAL
MOBILE FOOD VENDOR INSPECTION FEES

WHEREAS, the Nevada Municipal Code provides for Mobile Food Vendor Inspection Fees to be established by resolution of the City Council; and

WHEREAS, the City Council finds that staff time and other costs will be incurred with respect to the inspection of Mobile Food Vendors; and

WHEREAS, the City Council finds it is appropriate and in the best interests of the City of Nevada that the following fees be established.

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

Section 1. Annual Mobile Food Vendor fees are established as follows:

a. At the time of submittal of the request for inspection by the Fire Department, the vendor shall pay to the City an inspection fee in the amount of Fifty Dollars (\$50.00).

Upon completion of the Fire Department Inspection, payment of fee, and determination of compliance with the applicable regulations, the Fire Department will issue a Certificate of Compliance. The certificate shall be displayed next to the State license in full view of public in or on the unit.

Section 2. The Mayor, City Administrator and City Clerk are authorized to take such further action as may be necessary to carry out the intent and purpose of this resolution.

Section 3. All resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby repealed, and this resolution shall be in full force and effect immediately upon its adoption and approval.

Passed and approved on 25th day of April, 2022.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 078 (2021/2022) be adopted.

AYES: —
NAYS: —
ABSENT: —

The Mayor declared Resolution No. 078 (2021/2022) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 078 (2021/2022) at the regular Council Meeting of the City of Nevada, Iowa, held on the 25th day of April, 2022.

Kerin Wright, City Clerk

\\W:\OFFICE\COUNCIL\RESOLUTIONS\2021-2022\JJJ-ESTABLISH MOBILE FOOD VENDOR FEES.DOCX

RESOLUTION NO. 079 (2021/2022)

**A RESOLUTION AMENDING AND APPROVING
THE APPENDIX TO THE CITY CODE**

WHEREAS, the Appendix has been reviewed and corrections made beginning immediately unless otherwise noted.

WHEREAS, changes and additions include:

510.1 WATER.

4. Miscellaneous
A. Equipment and Service Fees:
(3) Replacement meter (new 5/8") \$235.00 285.00

510.2 WASTEWATER.

1. Basic Monthly Flat Charge (See Code Section 99.06)
- | | |
|--------------------|--------------------------|
| June, 2017 | \$8.44 per month |
| July, 2020 | \$10.13 per month |
| June, 2021 | \$12.16 per month |
| <u>March, 2022</u> | <u>\$20.00 per month</u> |
- ~~*To be evaluated after the commencement of the wastewater treatment plant project~~

And in addition thereto

4. Sewer Construction
- | | |
|--------------------|-------------------------|
| July, 2020 | \$2.03 per month |
| June, 2021 | \$2.44 per month |
| <u>March, 2022</u> | <u>\$5.00 per month</u> |
- ~~*To be evaluated in FY2022~~

510.6 PARKS AND RECREATION.

1. Aquatic Center
- A. General Admission (1 and under free)
- | | |
|--|--------|
| 1. Toddler Admission (2 & 3 year olds) | \$3.00 |
| 2. General Admission (4-54 year olds) | \$5.00 |
| 3. Senior Admission (55 and older) | \$4.00 |
- E. ~~Group Admission (20 or more)~~ ~~\$4.00~~
3. Pavilion
- A. Monday – Thursday:
- ~~\$100.00 Initial, Non-refundable Fee~~
 - ~~\$100.00 half day rate (6 consecutive hours)~~
 - \$150.00 whole per day rate (8:30 a.m. – Midnight)
- B. Friday – Sunday:
- ~~\$200.00 Initial, Non-refundable Fee~~
 - ~~\$200.00 half day rate (6 consecutive hours)~~
 - \$300.00 whole per day rate (8:30 a.m. – Midnight)
5. Soccer Fields. Soccer field rent will be handled on a case by case basis based on season and field availability.

510.7 STREETS.

4. Sign Replacement and Repair Charges due to Vandalism or Accidents: Replacement Cost (plus labor)
- | | |
|----------------------------------|---------------|
| A. All signs, exclusive of posts | \$90.00 each |
| B. Wood Posts | \$50.00 each |
| C. Steel Posts | \$100.00 each |

510.8 FIRE.

5. Inspection Fees
E. Mobile Food Truck Inspection \$50.00

510.11 LIBRARY.

- | | |
|--|-----------------------|
| 5. Community Room Rental | |
| A. Non-profit | No Charge |
| B. For profit and organizations | \$10.00 per hour |
| C. <u>Key Deposit for after-hours rentals</u> | <u>\$10.00</u> |

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEVADA, IOWA, that the Appendix changes as attached and dated 25th day of April, 2022, is hereby approved.

PASSED AND APPROVED this 25th day of April, 2022..

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 079 (2021/2022) be adopted.

AYES:

NAYS:

ABSENT:

The Mayor declared Resolution No. 079 (2021/2022) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 079 (2021/2022) at the regular Council Meeting of the City of Nevada, Iowa, held on the 25th day of April, 2022.

Kerin Wright, City Clerk

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rata portion thereof, used or consumed by the customer as determined by meter readings in accordance with the following schedule:

Meter Reading Date:	Per 1,000 or pro-rata part thereof:
June, 2017	\$0.92
July, 2020	\$0.95
June, 2021	\$0.98

*An additional 3% increase each June meter read going forward

3. Rates Outside City Limits. 200% of the rates provided above.
(See Code Section 92.04)

4. Miscellaneous

A. Equipment and Service Fees:

(1)	Replacement frost plate	\$40.00
(2)	Replacement meter (used 5/8")	\$150.00
(3)	Replacement meter (new 5/8")	\$235.00 <u>\$285.00</u>
(4)	Neptune Meter Register	\$150.00
(5)	Trip fee to replace meter	\$20.00
(6)	Meter In	\$25.00
(7)	Meter Out	\$25.00
(8)	Check meter accuracy 5/8" or 1" (refundable if not accurate)	\$235.00
(9)	Meters over 1" will be sent in at customers cost	
(10)	Reading Non-Neptune Meters	\$35.00
(11)	Customer Requested 90-Day Meter Reading (1 free a year)	\$25.00

B. Curb Box Service:

(1)	Locate curb box – 1 st hour	\$20.00
(2)	Locate curb box – After 1 st hour	\$25.00
(3)	Replace curb box	\$300.00
		plus labor and equipment fees
(4)	Purchase curb box (box only)	\$55.00
(5)	Purchase curb stop (valve)	\$70.00
(6)	Replacement curb box cap	\$15.00

C. Delinquent Payment (bill, deposit, or NSF/Returned Payment), No application, and Requested Temporary Vacancy Shut-off Fees:

(1)	Blue Tag Notice Card	\$20.00
(2)	Trip fee to Disconnect Service	\$35.00
(3)	Disconnect Service Fee	\$35.00
(4)	Trip fee to Reconnect between 7:30 a.m. and 4:00 p.m.	\$35.00
(5)	Trip fee to Reconnect after 4:00 p.m. and before 7:30 a.m.	\$50.00

510.2 WASTEWATER.

1. Basic Monthly Flat Charge (See Code Section 99.06)

June, 2017	\$8.44 per month
July, 2020	\$10.13 per month
June, 2021	\$12.16 per month
<u>March, 2022</u>	<u>\$20.00 per month</u>

~~*To be evaluated after the commencement of the wastewater treatment plant project~~

And in addition thereto

2. Quantity Use Charge

July 1, 2017	\$4.35 per 1000 gallons or pro-rata
August 1, 2020	\$5.22 per 1000 gallons or pro-rata
July 1, 2021	\$6.26 per 1000 gallons or pro-rata

*To be evaluated after the commencement of the wastewater treatment plant project

3. Connection Fee

A. Residential	\$200.00
B. Commercial/Industrial	\$400.00

4. Sewer Construction

July, 2020	\$2.03 per month
June, 2021	\$2.44 per month
<u>March, 2022</u>	<u>\$5.00 per month</u>

~~*To be evaluated in FY2022~~

5. Surcharges (where applicable) (See Code Section 99.07):

A. Carbonaceous Biological Oxygen Demand (CBOD) per pound over 300mg/l

July 2017	August 2020	July 2021
\$0.204	\$0.210	\$0.216

*An Additional 3% increase yearly with the July billing

B. Total Suspended Solids (TSS) in excess of 300 mg/l

July 2017	July 2020	July 2021
\$0.497	\$0.512	\$0.527

*An Additional 3% increase yearly with the July billing

C. Total Kjeldahl Nitrogen (TKN) in excess of 35 mg/l

July 2017	July 2020	July 2021
\$0.792	\$0.816	\$0.840

*An Additional 3% increase yearly with the July billing

D. Oil and Grease:

510.6 PARKS AND RECREATION.

1. Aquatic Center

- A. General Admission (1 and under free)
- | | |
|--|--------|
| 1. Toddler Admission (2 & 3 year olds) | \$3.00 |
| 2. General Admission (4-54 year olds) | \$5.00 |
| 3. Senior Admission (55 and older) | \$4.00 |

B. Season Passes:

- | | |
|---|----------|
| • Individual Pass | \$80.00 |
| • 2 Person Family Pass (New Option) | \$115.00 |
| • 3 Person Family Pass (New Option) | \$145.00 |
| • 4 Person Family Pass (New Option) | \$170.00 |
| ○ Additional family members beyond 4 - \$25.00 each | |
| • Senior Individual Pass (55 and older) | \$65.00 |
| • Babysitter/Grandparent Pass | \$55.00 |

(This can be added to an individual or family pass and is limited to one (1) grandparent or babysitter not living in the same household. Babysitter must be at least 16 years of age and be providing child care/supervision.)

Family Pass– must be immediate family members living in the same house. Each additional member on the family pass beyond four will be charged at a rate of \$25.00 per person.

- | | |
|---|--------|
| C. Twilight Swim (after 5:00 p.m. – 1 and under free) | \$3.00 |
|---|--------|

- | | |
|-------------|--------|
| D. Lap Swim | \$3.00 |
|-------------|--------|

- | | |
|--|-------------------|
| E. Group Admission (20 or more) | \$4.00 |
|--|-------------------|

- | | |
|----------------------------|---------|
| F. Punch Pass (10 punches) | \$45.00 |
|----------------------------|---------|

- | | |
|--|---------|
| G. Senior Punch Pass (55 and older - 10 punches) | \$35.00 |
|--|---------|

H. Pool Party (one and one-half hours)

- | | |
|---|----------|
| 1. Group Party during Open Swim Hours (5:30 p.m. – 7:00 p.m.) | \$100.00 |
| 2. Private Party (6:15 p.m. – 7:30 p.m. Saturday/Sunday only) | \$225.00 |

I. Concession Stand Operations During Pool Parties: A fee of \$25.00 if the individual or group renting the pool wants the concession stand to be open during the party.

K. Private Swim Lesson (per student/time - non-open hours)

Daily Admission Rate or Season Pass

L. Ten percent Discount on all season passes (individual, senior individual, and family) purchased during the months between December and March

Taxes and fees are included in these prices.

2.—Gates Hall - OMITTED

3. Pavilion.

The Pavilion is not available for rentals on the following holidays: Thanksgiving, Friday after Thanksgiving, Christmas Eve (December 24), Christmas Day (December 25), New Year's Eve (December 31) and New Year's Day (January 1). All other city holidays (President's Day, Memorial Day, 4th of July, Labor Day and Veteran's Day) are charged at the weekend rate with a half day minimum regardless of the day of the week.

A. Monday – Thursday:

- ~~\$100.00 Initial, Non-refundable Fee~~
- ~~\$100.00 half day rate (6 consecutive hours)~~
- \$150.00 whole per day rate (8:30 a.m. – Midnight)

B. Friday – Sunday:

- ~~\$200.00 Initial, Non-refundable Fee~~
- ~~\$200.00 half day rate (6 consecutive hours)~~
- \$300.00 whole per day rate (8:30 a.m. – Midnight)

C. Damage Deposit \$200.00

(Damage deposit will be refunded after inspection following event, minus any damages and extraordinary cleaning expenses.)

4. 4-Plex Fields.

- \$150.00 per field per day

A. Lights are an additional \$10.00/hour/field – 1 hour minimum

B. Rental includes dragging and chalking the fields one time, concession stand will be open, and a complex attendant/site supervisor will be on hand throughout the tournament.

C. Reservations may be made by paying a \$50.00 hold fee at the time of booking to hold a date and does not count towards the complex rental fee. This fee is non-refundable unless the tournament is cancelled by the Nevada Parks and Recreation Department due to weather or poor field conditions.

D. Extra chalk and drying agent used throughout the tournament will be charged at cost.

E. Extra dragging and chalking of fields will be charged at the city's regular labor and equipment rates. Rakes and field chalker will be available for use at the diamonds.

F. 7% sales tax will be added to all fees.

5. Soccer Fields. Soccer field rent will be handled on a case by case basis based on season and field availability.

GG. Pickup with Dump Box \$40.00 per hour

HH. Chain Saw \$20.00 per hour

3. Driver, Operator and Labor Fees (includes Parks and Recreation/Cemetery):

A. Regular (Monday–Friday, 7:30 a.m.–4:00 p.m.) ~~\$35.70~~ 40.00 per hour (1 hour minimum)

B. Overtime (Monday–Friday, 4:00 p.m.–7:30 a.m., weekends and holidays)
~~\$53.50~~ 60.00 per hour (1 hour minimum)

4. Sign Replacement and Repair Charges due to Vandalism or Accidents:

Replacement Cost, (plus labor)

A. All signs, exclusive of posts _____ \$90.00 each

B. Wood Posts _____ \$50.00 each

C. Steel Posts _____ \$100.00 each

5. Inspection Fees

A. Occupancy Inspection (below 12,000 SF)	\$50.00
B. Occupancy Inspection (12,000 SF and above)	\$100.00
C. 1 st Revisit Inspection	No charge
D. 2 nd and 3 rd Revisit Inspection	\$50.00
<i>E. <u>Mobile Food Truck Inspection</u></i>	<i>\$50.00</i>

6. Plan Review

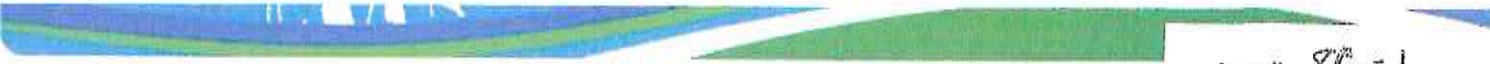
A. Fire Alarm/Sprinkler and Building Plan Review (12,000 SF and above)	\$200.00
B. Building Plan Review (all other plan reviews)	\$100.00

7. Miscellaneous

A. Fire Report	\$10.00
----------------	---------

510.11 LIBRARY.

1. Late Return Fines
 - A. Books \$0.15 per day (limit of \$3.00 per item)
 - B. Movies \$0.50 per day (limit of \$3.00 per movie)
2. Copying of Records
 - A. Black and White \$0.20 per page
 - B. Color \$0.30 per page
3. Fax
 - A. Outgoing ~~\$2.00 per page for first ten; \$1.00 per page after 10~~
 - B. Incoming \$1.00 for first page plus \$0.25 for each additional page
4. Miscellaneous
 - A. Replacement Cases \$1.25 each
 - B. Storage Boxes \$5.00 each
 - C. Lost or Damaged Items Retail cost plus \$3.00 fee
5. Community Room Rental
 - A. Non-profit No Charge
 - B. For profit and organizations \$10.00 per hour
 - C. **Key Deposit for after-hours rentals** **\$10.00**
6. Hotspots
 - A. Late Fees: \$2.00 per day (limit of \$10.00)
 - B. Replacement cost for lost or damaged Hotspot Retail Cost
 - C. Lost or damaged accessories (protective case or charging cord): Retail Cost



P.O. Box 284 - Nevada, IA 50201 - nevadaJaycees@gmail.com - www.facebook.com/NevadaJaycees

President: Angie Miller, Vice Presidents: Abby Clark & Jeremy Meyer; Past President: Katie ...

Item # 8C-1
Date: 4/25/22

April 19th, 2022

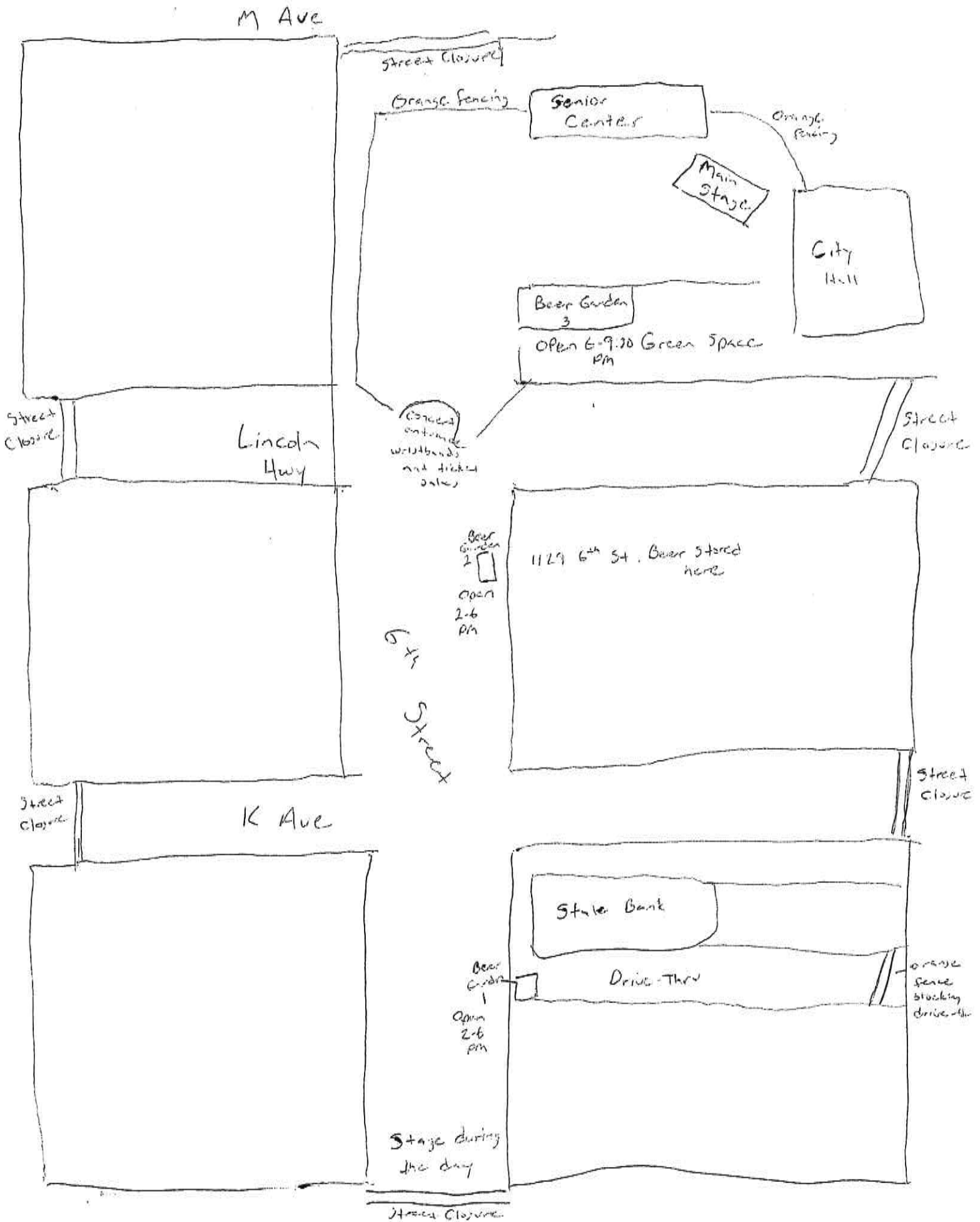
Nevada City Council

RE: Request for permission to sell alcohol on city property

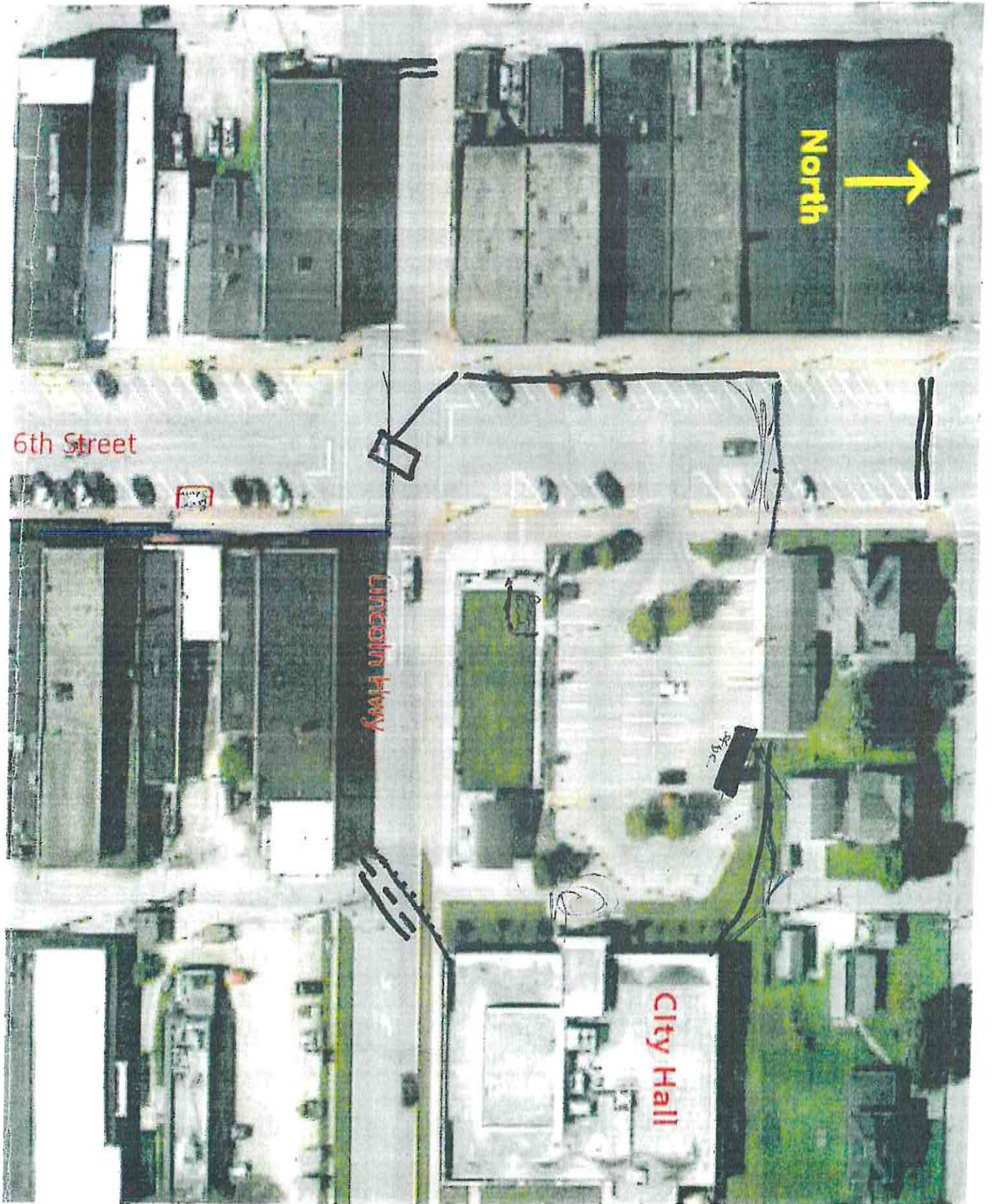
On May 14th, 2022 there will be an event called Pizza-Pie-Looza in the downtown area of Nevada. Specific details of this event have been discussed in a previous letter to the council. This letter is specifically to request the boards permission to sell alcohol and allow the consumption of alcohol on city property, specifically the area of the parking lot and commons area in front of city hall. If there are any questions or concerns, you may contact me at the number below. I will also be in attendance during the city council meeting on April 25th. Thank you for your consideration of this request.

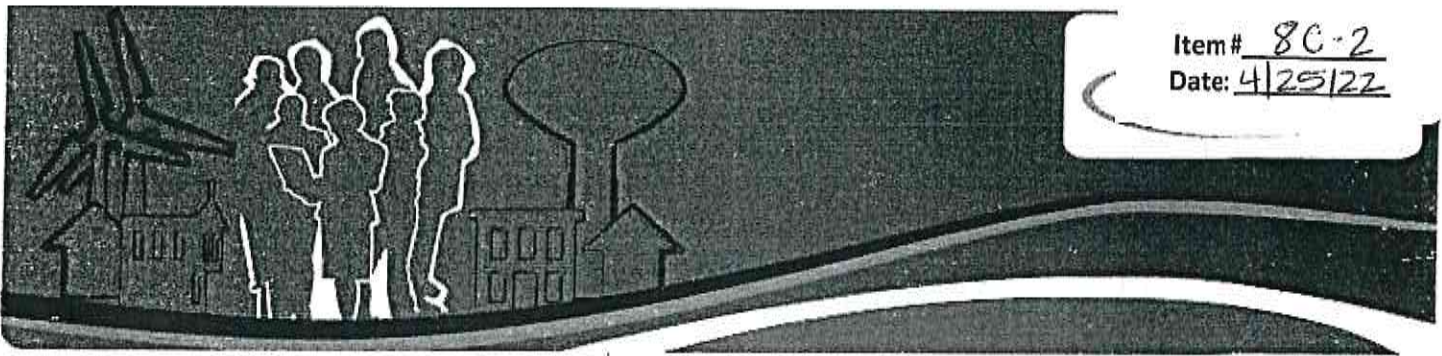
Sincerely,

Jeremy Meyer
Nevada Jaycees-Vice President
641-521-8337









P.O. Box 284 - Nevada, IA 50201 - nevadajaycees@gmail.com - www.facebook.com/NevadaJaycees
President: Angie Miller, Vice Presidents: Abby Clark & Jeremy Meyer, Past President: Katie Augustus

March 28, 2022

Nevada City Council

RE: Nevada Jaycee's Beer Garden for Pizza-Pie-Looza

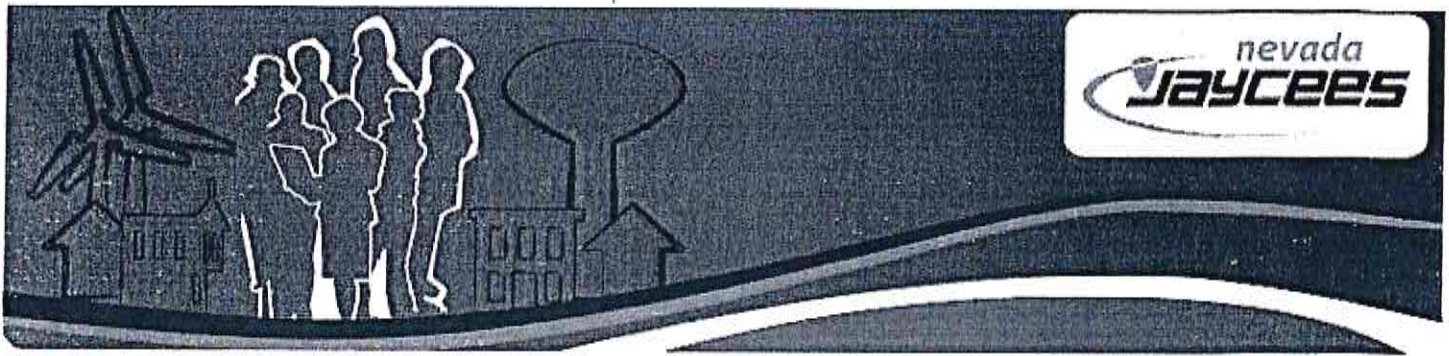
My name is Jeremy Meyer. I am the Vice President of the Nevada Jaycees. We are running the beer garden for the Pizza-Pie-Looza event taking place on May 14th, 2022 in the downtown Nevada area. We look forward to working with all public safety in order to make this a safe and fun event for all. We are seeking your approval for our liquor license.

A map of the beer garden will be included with this letter. The layout of the garden will encompass all of 6th Street from J Ave to M Ave, with street blockages at J ave and M Ave on 6th St. There will be blockages at K Ave and Lincoln highway on either side of 6th street, located in front of the alleys to preserve vehicle access to the alleys during this event. The road closures will be easily removable in case of a need for emergency vehicles. We have coordinated with the Fire Department for the logistics of this. There will be signs placed on every exit point that states that no alcohol is allowed beyond the road closure. Just as a point of emphasis, the road closures will be easily removable for egress of any emergency vehicles that may be needed during this event.

There will be 3 separate areas where the beer and seltzers will be sold. The first 2 will be open from 2PM-6PM. They are located on the drive-thru area to the south of State Bank & Trust and on the street in front of Meyer Chiropractic, P.C. Both of these locations are on or along 6th street. We will be placing orange snow fencing on the southeast corner of the SB&T parking lot in order to keep cars from using the drive-thru. An opening will be left for anyone who wishes to walk in and use the ATM or drop-off services of the drive-thru. We will receive written permission from the bank to place the fencing and have the beer location on their property, if federal laws do not prohibit it. There will be no beer sold after 6PM at either of these two locations. The third location will be open during the concert, from 6-9:30 and located in the concert venue. The concert venue will be completely enclosed with only one entrance located in the middle of lincoln highway and 6th street with orange snow fencing creating the actual concert venue. The snow fencing can be easily removed in case of a need for emergency vehicles. Beer will not be sold following the conclusion of the concert. At the conclusion of the concert, the jaycees will assist in walking through the crowd to encourage everyone to finish their beers. The jaycees will then help assist with cleanup. Those that are actively working at the beer garden will not be allowed to drink during this event.

There are several smaller items of which you should be aware.

-We will have several people taking the virtual IPAC training, and these people will be in charge of checking ID's and placing wristbands on anyone who will be drinking. We will also be having some members take the crowd



P.O. Box 284 - Nevada, IA 50201 - nevadajaycees@gmail.com - www.facebook.com/NevadaJaycees

President: Angie Miller, Vice Presidents: Abby Clark & Jeremy Meyer, Past President: Katie Augustus

control training, and someone with this training will be present all day. There will be Jaycees volunteers assisting in checking for any underage drinking both during the day and during the concert.

- We are selling tallboy beers and 12OZ seltzers. Any alcohol that is not sold by us will not be permitted. The person or people that do this will be asked to dump their alcohol or leave the event.

- I have reached out to both the Food and Consumer Safety Department as well as the ABD to discuss this event and have received guidance from them.

- I have reached out to our insurance and we have liability insurance for this event. This insurance includes any potential damage to buildings due to alcohol related events.

- I will speak with all businesses that will be open during this event to let them know that any alcohol that is brought into their business becomes their responsibility.

- We are working closely with Ray Reynolds and the fire department to make sure we are on the same page when it comes to the fencing.

- The road closures start at 10AM for the setup of the event and will remain closed until the conclusion of the event. The event runs from 2PM-9:30 PM overall. The vendor and street fair portion will be from 2-6PM and the concert will be from 6-9:30PM. The vendors will be allowed to stay and sell during the concert. I am unaware when the streets will be opened, but they will be closed until after the conclusion of alcohol sales at 9:30. I believe all the streets south of Lincoln highway, including 6th street are scheduled to open by midnight.

- Throughout the day, we will have people monitoring the area for any illegal alcohol use. We will have at least one person doing this throughout the daytime portion. We will also dedicate 2 people to do this during the concert portion.

I am including a list of Jaycees members and their cell phone numbers in case there are any questions either before or the day of the event. They should be contacted in this order.

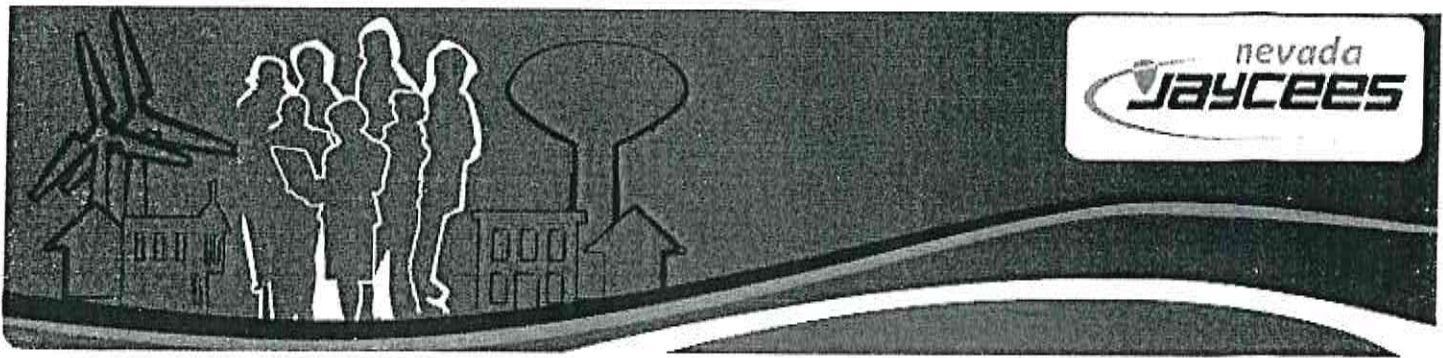
1st contact- Jeremy Meyer, vice president. Will be in attendance all day including set-up and tear down. 641-521-8337.

2nd contact- Billy Harrison, member. Will be in attendance from all day. 515-460-1414.

3rd contact- Amy Harrison, crowd manager. Will be in attendance all day. 515-408-2587.

A map of this event showing the actual location of fencing as well as the road closures has been included for visual reference.

The Nevada Jaycees is excited for this opportunity to help make this event a safe and successful event. This is an excellent chance to bring in people from other communities to help show off the newly revamped downtown. We have successfully overseen several beer gardens over the past several years, and we look forward to putting this one on as well.



P.O. Box 284 - Nevada, IA 50201 - nevadajaycees@gmail.com - www.facebook.com/NevadaJaycees
President: Angie Miller, Vice Presidents: Abby Clark & Jeremy Meyer, Past President: Katie Augustus

Jeremy Meyer
Vice-President, Nevada Jaycees
email: jmeyerdc@gmail.com
phone: 515-382-2225

Enclosure: Pizza-Pie-Looza event maps

(App-156511)

License Application

- **Applicant**

Name of Legal Entity : Nevada Jaycees and The Nevada Foundation
Name of Business(DBA) : The Nevada Jaycees
Address of Premises : 1209 6Th Street City : Nevada County : Story
Zip : 50201
Business : (515) 460-1414
Mailing Address: PO Box 284City : Nevada State : Iowa Zip : 50201

- **Contact Person**

Name : William Harrison Phone : (515) 460-1414 Email : bharrison83@gmail.com

- **License Information**

License Number : License/Permit Type : Class B Beer Permit Term : 5 Day
Status : Submitted to Local Authority
Tentative Effective Date : 2022-05-14 Tentative Expiration Date : 2022-05-18
Sub-Permits : Class B Beer Permit
Privileges : Outdoor Service
Last Day of Business :

- **Status of Business**

Business Type : Sole Proprietor

- **Ownership**

William Harrison

City : Nevada State : Iowa Zip : 50201Position : Owner% of ownership : 100
U.S. Citizen : Yes

- **Insurance Company Information**

Insurance Company : Founders Insurance Company
Policy Effective Date : 2022-05-14
Policy Expiration : 2022-05-19

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the April 25, 2022 Council Agenda

Business Name Nevada Jaycees Phone Number _____

Address _____

Manager's Name _____ Phone Number _____

Address _____

Owners Name _____ Phone Number _____

Address _____

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

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

4/15/22

Date

TATZ

FIRE INSPECTOR AND/OR BUILDING INSPECTOR

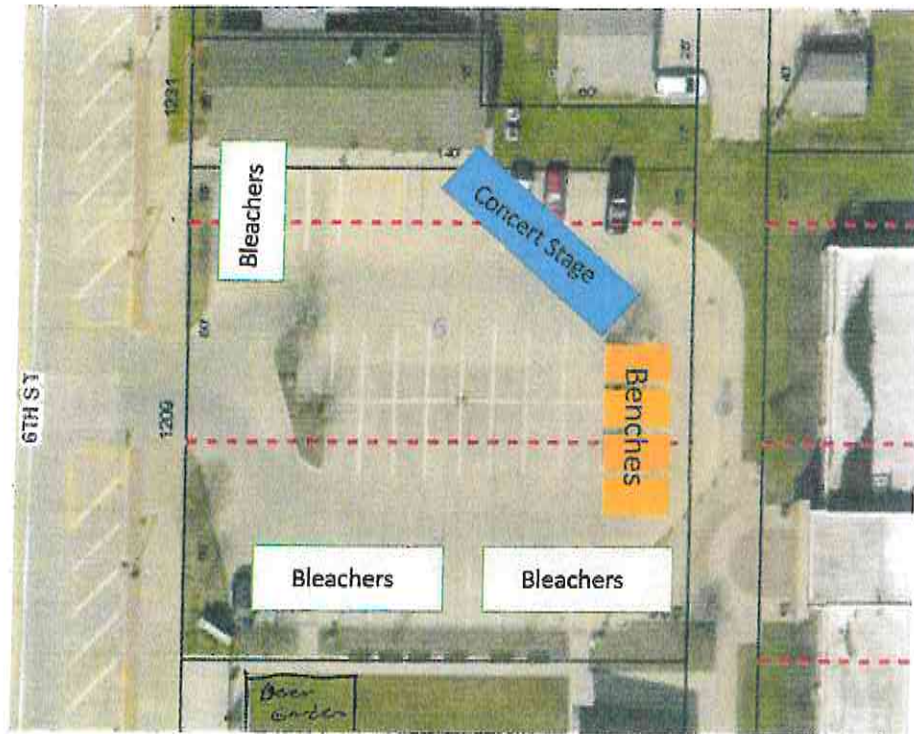
COMMENTS/OR REASONS IF DENIED: (Write on back or another sheet if needed)

Based on submitted plan.

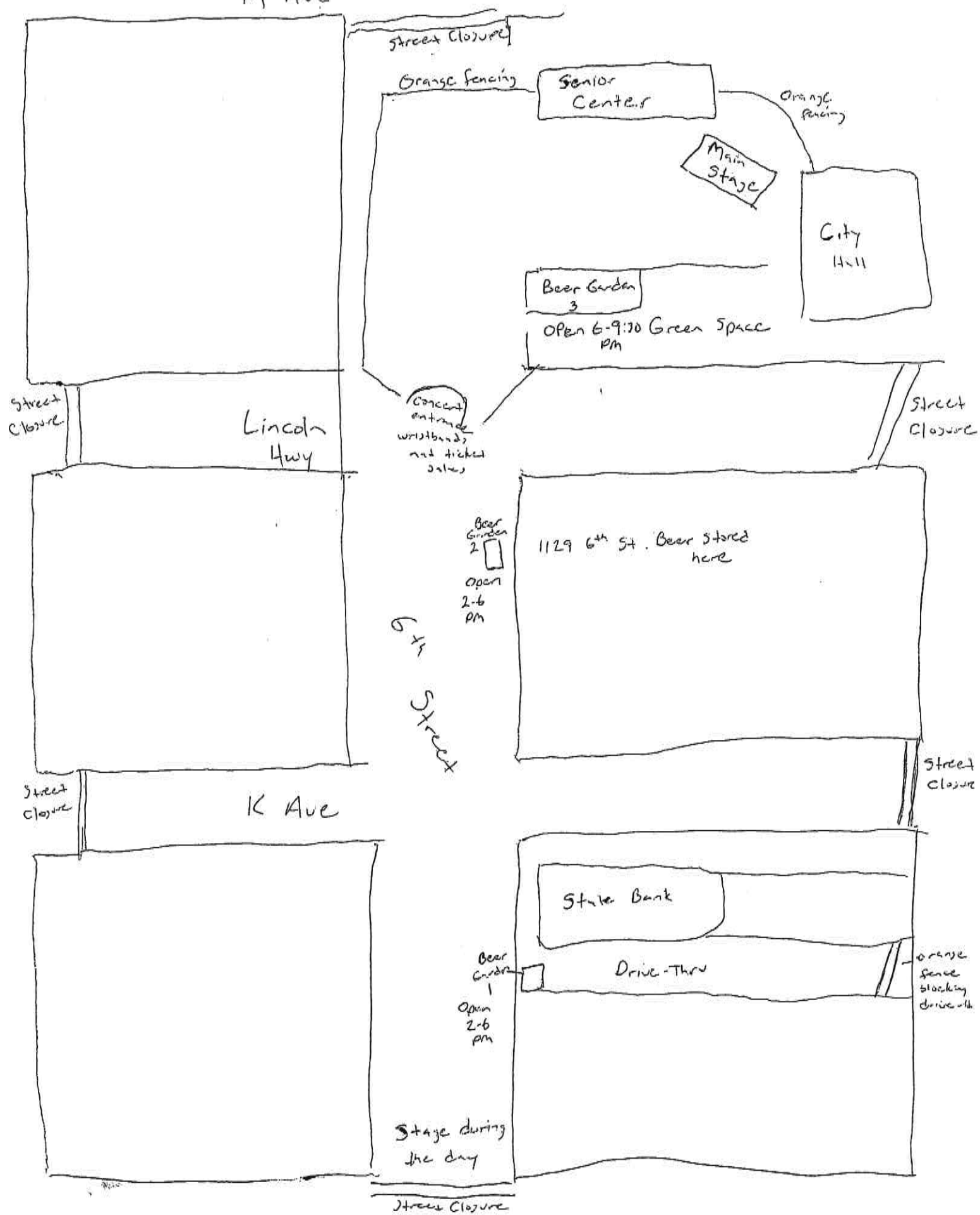


Deer
Borden

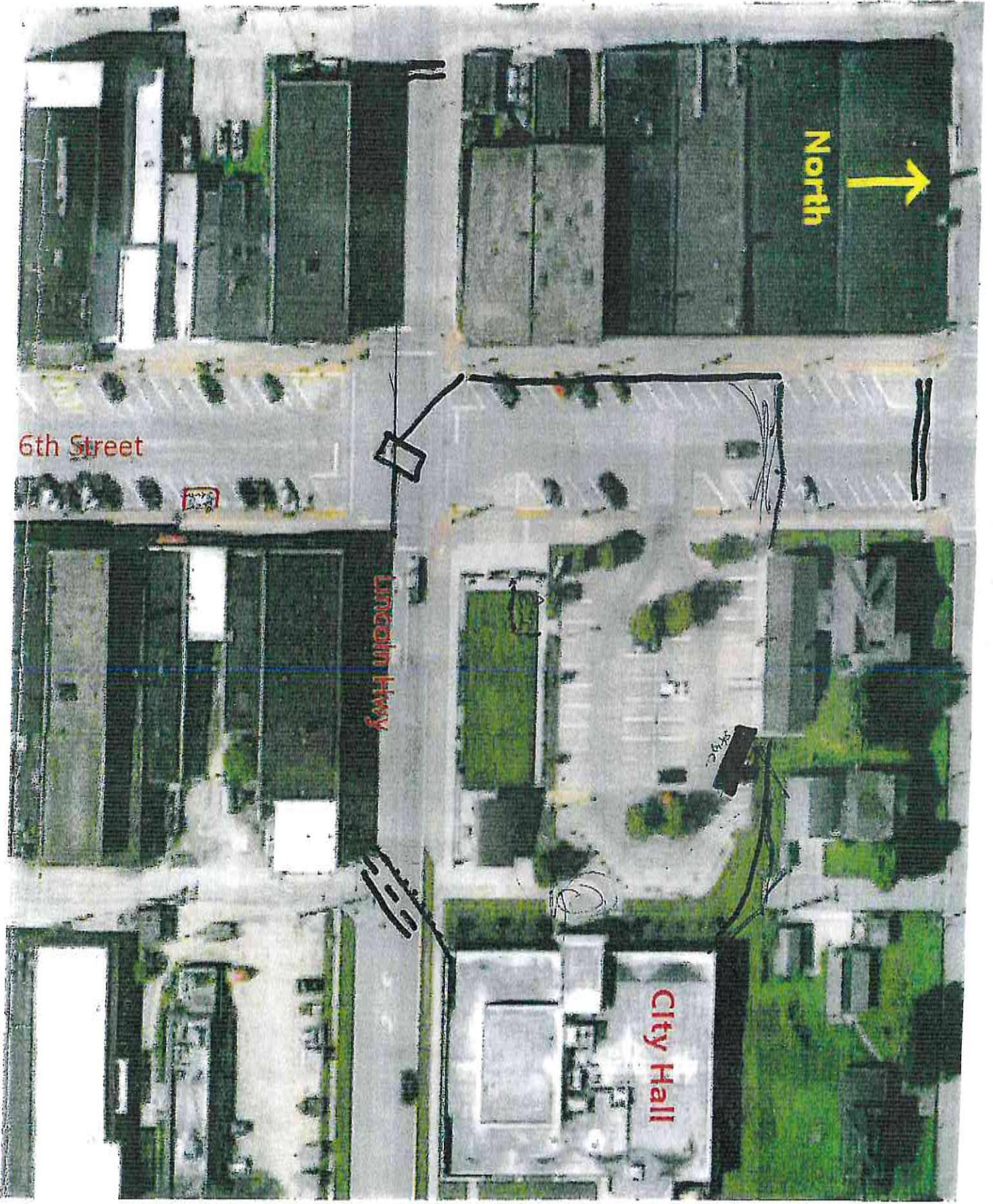
Phone 641-521-8037
 Jeremy Meyer

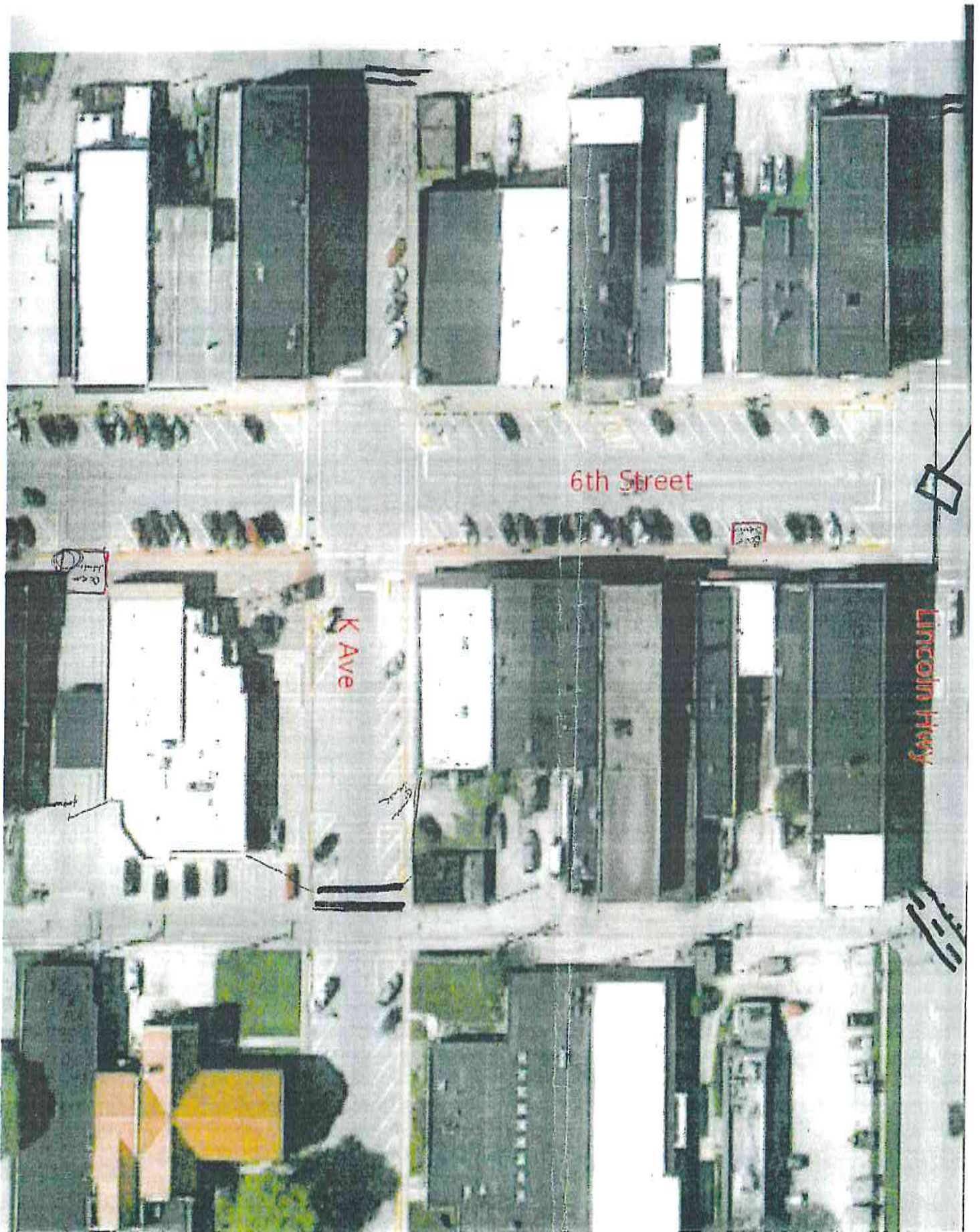


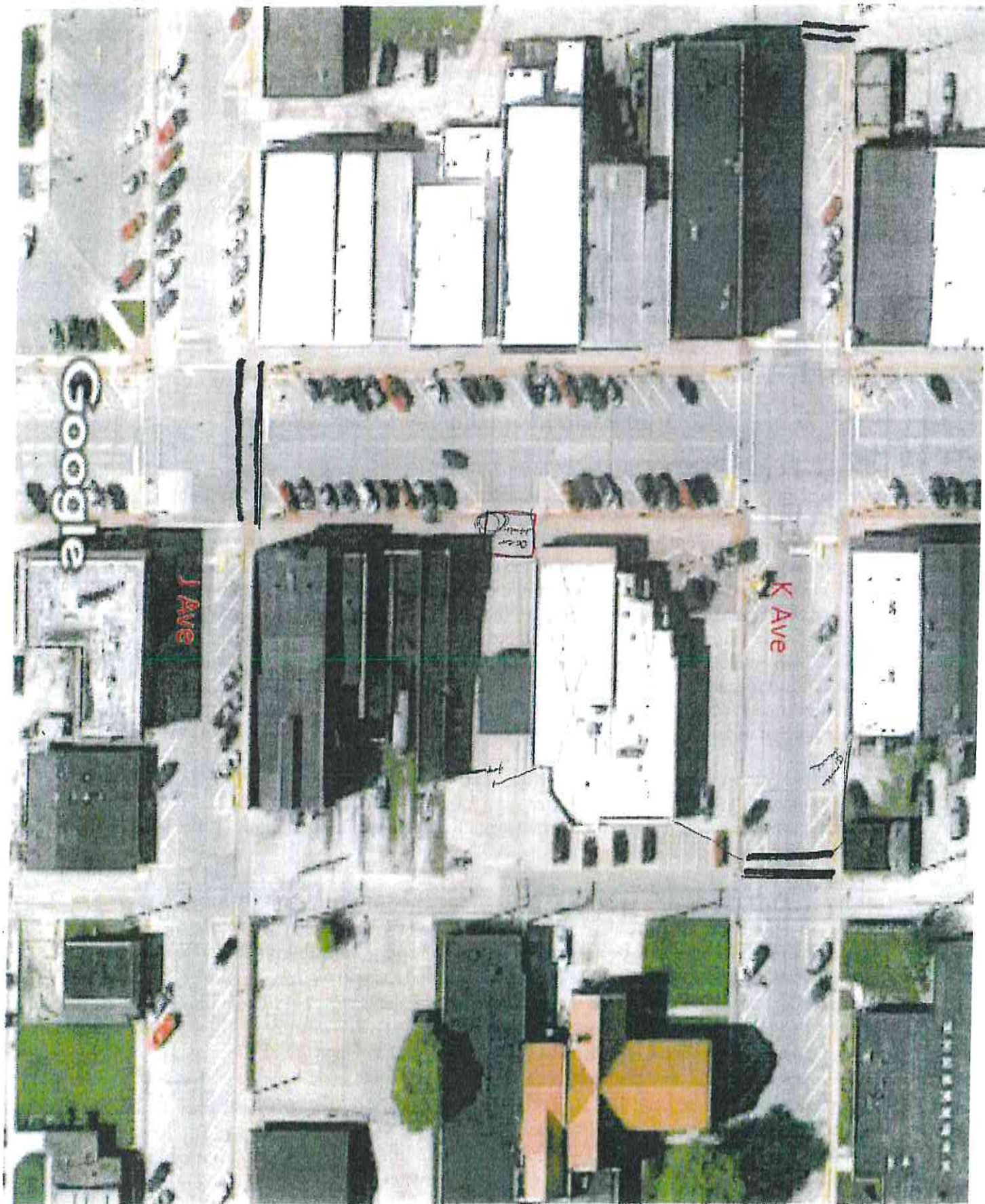
11th Ave



J Ave









NEVADA PUBLIC SAFETY DEPARTMENT

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



Ricardo Martinez II
Public Safety Director
Chief of Police

Date: Friday, April 15th, 2022

Nevada Jaycees
Jeremy Meyer, Vice-President
P. O. Box 284
Nevada, Iowa 50201
1st contact- Jeremy Meyer: 641-521-8337
2nd contact- Billy Harrison: 515-460-1414
3rd contact- Amy Harrison: 515-408-2587
Email:jmeyerdc@gmail.com

Ref: 2022 Pizza Pie Looza Beer Garden

Dear Jeremy:

Thank you for your efforts in working with the Public Safety Department in regards to the Pizza Pie Looza event. The NPSD is in total agreement in wanting a safe and successful event. You and your team deserve accolades for all the time and work required to make this happen.

The Pizza Pie Looza is to take place on Saturday, May 14th, 2022. 6th Street is to be closed north of the intersection at J Avenue, and closed south of the intersection at M Avenue. The 500 blk of K Avenue will be closed east of the alley, and the 600 blk of K Avenue will be closed west of the alley. Lincoln Highway will be closed in the 500 blk east of the alley, and the 600 blk west of the alley.

The road closures will start at 10:00am for all locations in prepping for this occasion.

Beer sales will begin at 2:00pm at two locations, State Bank and Trust, 1025 6th Street, and Meyer Chiropractic, PC, 1129 6th Street. Beer sales will conclude at both these locations at 6:00pm.

The third beer sale location is in the concert venue. Per our discussions, these sales will be located in the northwest portion of the green space in front of City Hall. Sales will begin at 6:00pm. Sales will cease at 9:30pm.

You have indicated you will have several volunteers taking the Iowa Program for Alcohol Compliance Training (I-PACT) and the Crowd Manager Training.

The Jaycees will be speaking with the businesses in the downtown area to inform them of the event and answer concerns or questions.

This request is APPROVED under the following conditions:

- A map of the dimensions of the beer garden is on file and approved with the City of Nevada
- No Public Parking in the 1100blk of 7th Street (City will post signs)
- All Fire Inspections requirements are met and approved by the Director of Fire and EMS
- Licensing and approval from the Alcohol Beverage Division (ABD) is on file
- Current Dram Shop Insurance is in place and filed with ABD and the City of Nevada
- Allow Emergency traffic access if necessary
- All beer sales conclude no later than 9:30pm, regardless of the time the concert ends
- All closed streets will be opened no later than 11:59pm
- There will be a minimum of three (3) alcohol monitors throughout the event
- The Nevada Jaycees will have a minimum of five (5) volunteers taking and passing the Crowd Manager Training course

- A copy of the Crowd Manager Training Certificate will be provided to the Nevada Public Safety Department on or before Wednesday, 5/11/2022, for each volunteer having taken this course

The Nevada Public Safety Department will provide "No Parking" signs at no cost to you; you will be required to post them as needed. Call in advance to pick up the signs at the police station. At the conclusion of the event, all No Parking signs posted in regards to the event will be picked up and discarded.

NPSD Officers are required at the beer garden throughout the event. Given the scope of Pizza Pie Looza, a time frame from 2:00pm to 9:30pm, estimates of 2000-5000 attendees, and the significant approximation given the area in which this is taking place, officers will maintain a presence unless required to respond to an emergency situation. The cost of Police Services is \$55 per hour per Officer with a two-hour minimum. A final accounting of total police hours expended on this event will be determined after the event and an invoice will be forthcoming.

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

Should you need street barricades, cones, or any other items please contact Nevada Street Department Superintendent Joe Mousel between 8:00 a.m. and 3:00 p.m. by calling his office at 515-382-4813. There are rental and deposit fees associated with the use of City of Nevada barricades and equipment. It is your responsibility to make these arrangements.

Pizza Pie Looza looks to be an opportunity to show off our community and a great respite from the very long winter, an excellent happening to kick off the summer. I hope people realize the hours devoted by volunteers to make this take place. Please contact me if anything comes up or you have any questions.

Respectfully,



Ricardo Martinez II
Public Safety Director/Chief of Police

Cc: Jordan Cook, Nevada City Administrator
Jeremy Rydl, Nevada Public Works Director
Joe Mousel, Nevada Streets Superintendent
Command Staff, Nevada Public Safety Department
Mayor and City Council

RESOLUTION NO. 080 (2021/2022)

**A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN
SOUTH GLEN SUBDIVISION**

WHEREAS, the City of Nevada has previously accepted the final plat of South Glen Subdivision; and

WHEREAS, as a part of the plat, the developer was required to install certain improvements in the subdivision for the benefit of the public, including streets, sanitary and storm sewers; and

WHEREAS, by communication dated April 20, 2022, Scott Williams, FOX Strand, determined the South Glen Subdivision was substantially completed. A punch list of items is to be completed, including: Riprap, Flow Transition Mat, Pavement Markings, Signage and Seeding. Completion of the punch list will be as weather permits. Nevada City Staff have reviewed the improvements and they "have been completed in accordance with the City's standards and specifications". The City has received the Maintenance Bond for the streets, sanitary and storm sewers and recommends "acceptance of the Public Improvements and Maintenance Bond".

THEREFORE, the bond or letter of credit given to secure the performance of the public improvements is hereby released and shall be returned to the subdivider.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Iowa, that the public improvements in South Glen Subdivision, including streets, sanitary and storm sewers, be and are hereby accepted and the maintenance bond is approved.

Passed and approved by the Nevada City Council on this 25th day of April, 2022.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 080 (2021/2022) be adopted.

AYES: —
NAYS: —
ABSENT: —

The Mayor declared Resolution No. 080 (2021/2022) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 080 (2021/2022) at the regular Council Meeting of the City of Nevada, Iowa, held on the 25th day of April, 2022.

Kerin Wright, City Clerk



FOX Strand
414 South 17th Street, Suite 107
Ames, IA 50010
(P) 515.233.0000
www.strand.com

April 20, 2022

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

RE: South Glen Subdivision - Project Certification
FOX Strand # 5456-17A/7143.001

Dear Mr. Cook,

On June 3, 2021, at 10:00 am, a review of South Glen Subdivision was completed with the following in attendance: City of Nevada (Jeremy Rydl, Shawn Ludwig); HR Green (Larry Stevens); FOX Strand (Scott Williams), OnTrack Construction (Matt Runge), and Con-Struct (Ken Gansen). FOX Strand developed a punchlist of items to be completed and distributed that list to contractors for completion. We have verified that those punchlist items have been completed with the following exceptions:

1. Riprap: Install riprap at temporary storm sewer outlets (FES-1, FES-2) and pond outlet structure (ST-21). (To be completed by OnTrack)
2. Flow Transition Mat (FTM): Install FTM at culvert outlets along S. 11th Street (FES-3, FES-6) and pond outlet (FES-7). (To be completed by TJ's Landscaping Services)
3. Pavement Markings: Paint crosswalks and stop bars at intersections with S. 11th Street. (To be completed by Mid-Iowa Enterprises)
4. Signage: Install 6 (18"x18") OM4-2 End of Roadway Markers at the end of Cubs Drive (3 locations). (To be completed by TJ's Landscaping Services)
5. Seeding: The site will be stabilized with seed and mulch once the private utilities (Consumers Energy and Alliant) are installed. (To be completed by TJ's Landscaping Services)

Completion of remaining items of work has been coordinated with the respective contractors and is scheduled to be completed as soon as weather allows.

I hereby certify that public improvements for South Glen Subdivision, in the City of Nevada, Iowa have been completed (with the exceptions noted above) in general conformance to the approved June 12, 2020, Construction Plans & Specifications prepared by FOX Engineering.

Sincerely,
FOX Strand

Scott A. Williams, P.E.
Project Manager

cc: Larry Stevens
Jeremy Rydl
Kerin Wright

City Administrators Report

April 7-21, 2022

Pizza Pic-looza

Meetings are moving faster as we are getting closer and more organized. We have still been reaching out to sponsors. Volunteer wise we have about 30 spots still available. We will be working on getting art from sponsors and get everything sent over to Blackbird to get the banners printed.

Verbio Agreement

Met with Verbio and we have most things worked out in both the wastewater pre-treatment agreement and the Developers agreement. Should be seeing these come on the council agenda within the next couple of meetings.

Burke Agreement

Our next meeting is tomorrow, April 22nd. We will be discussing the updates we made to the agreement from our last meeting which pertains mostly to the verbiage. I am hoping we can finalize this agreement for the most part on Friday.

Rural Summit

Enjoyed taking part in the Rural Summit last week, learned quite a bit and also had some good refreshers. There were two really great Keynote speakers for the event. One spoke on health care and what their hospital in Western Kansas is doing to help with bridging the gap culturally. The other spoke on leadership and what stood out the most with the second keynote was how she focuses on "Checking energy at the door". Thought this really hit home as there are many times we can get in to a funk and moods are contagious not only in work life but at home also. This was also a topic in our department meeting as it is crucial to have a positive attitude or "energy" in our line of work.

Historical Society Meeting

Had our monthly historical meeting this week, we are working on figuring out cost to replace or fix the existing retaining wall. The historical society have been working on ways to increase traffic as well as updating the "year" for Evergreen property.

Huxley

Brenda and I met with Rita last week to talk about LMI. A few reports back I mentioned how I would like to lower our percentage of LMI in order to maximize TIF. According to Rita, when she approached the IEDA, they said that this was a local control issue which is reassuring. I reached out to Erin to see if she had any information regarding this and she said she would look in to it.

Economic Development Tour

Brenda and I took Randy (Availa Bank) and Loni (Story County Medical Center) out for tour around the city to show all the things we have going on. Loni will be taking over as NEDC president soon and Randy is new to the area so we wanted them to become familiar with what we are always discussing.

Workforce Committee

We had our first workforce committee this week, our next one is in May. We are working on recruiting people from different business backgrounds so we can figure out the true needs for our workforce. Overall, this is a good and needed committee that will provide long term benefits to our community and workforce.

FEMA Quarterly Report

I have submitted another quarterly report for Derecho. We have four total projects under derecho and two of them have been closed as of April 18, which means we have completed everything. The two outstanding projects we still have are Hattery (north) park and Wilson pond shelter.



STAFF MEETING AGENDA

Monday, April 18 @ 9:00 A.M

A. Old Business

- a. City Administrator
 - i. ICS Training- May 10: 9-11am
 - ii. Pizza Pie-Looza: any concerns?
 - iii. Next Dilapidated House
 - iv. N. Side Lift Station
 - v. Summer Cookout
 - vi. Design committee: Signs, Wayfinding
 - vii. Winery/Brewery
 - viii. Kading Properties
 - ix. Sign Posts by Flummerfelt Property
 - x. DSM Airport Project
 - xi. Rural Summit: Check your energy
 - xii. Verbio-220th
 - xiii. Verbio DA/WWTP



NEVADA PUBLIC SAFETY DEPARTMENT

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



Ricardo Martinez II
Public Safety Director
Chief of Police

Nevada Masonic Lodge #99
Treasurer: Josh Vaughn (515) 230-3367
1003 6th Street
Nevada, Iowa 50201

Date: Wednesday, April 06, 2022

RE: 2022 Masonic Lodge Block Party

Dear Josh and Lodge members:

I received your letter dated March 3rd, 2022. This is in reference to the Block Party that will occur on June 11th, 2022 from 10:00am to 2:00pm on 6th Street between J Avenue and Lincoln Highway. The Block Party will consist of a car show, food truck vendor competition, and bags tournament. Since receiving the letter, we have exchanged emails for clarification on the event. So, the follow is my understanding of the event:

- Street closure will begin at 9:30am and end at 3:00pm on June 11th, 2022
- Signage will be posted at 6:30am on June 11th, 2022 in the affected area advising vehicles of the closure
- 6th Street will be closed south of Lincoln Highway and north of J Avenue, traffic will not be affected on Lincoln Highway and J Avenue
- K Avenue will be closed in the 500 block just east of the alleyway
- K Avenue will be closed in the 600 block just west of the alleyway

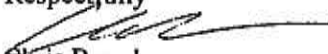
Your request for this street closure is approved. As mentioned in your letter, local businesses directly affected will be notified. YOU MUST ALLOW ACCESS FOR EMERGENCY VEHICLE TRAFFIC IF NECESSARY.

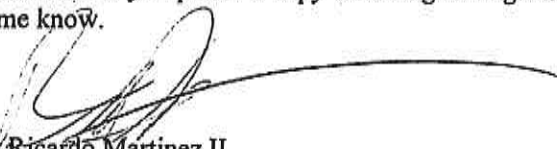
You are responsible for obtaining any liability insurance necessary to protect you against any claims which may be brought in connection with these events. The City of Nevada is not liable for any injuries or other claims made by participants in your event.

As noted in your request, you will be using roadblocks provided by the Nevada Main Street Group. You may contact Street Department Superintendent Joe Mousel and make arrangements for equipment to stop and/or direct traffic. Mr. Mousel can be reached Monday through Friday between 8:00 a.m. and 4:00 p.m. by calling his office at 515-382-4813. There are rental and deposit fees associated with the use of barricade equipment. It would be your responsibility to make these arrangements with Mr. Mousel.

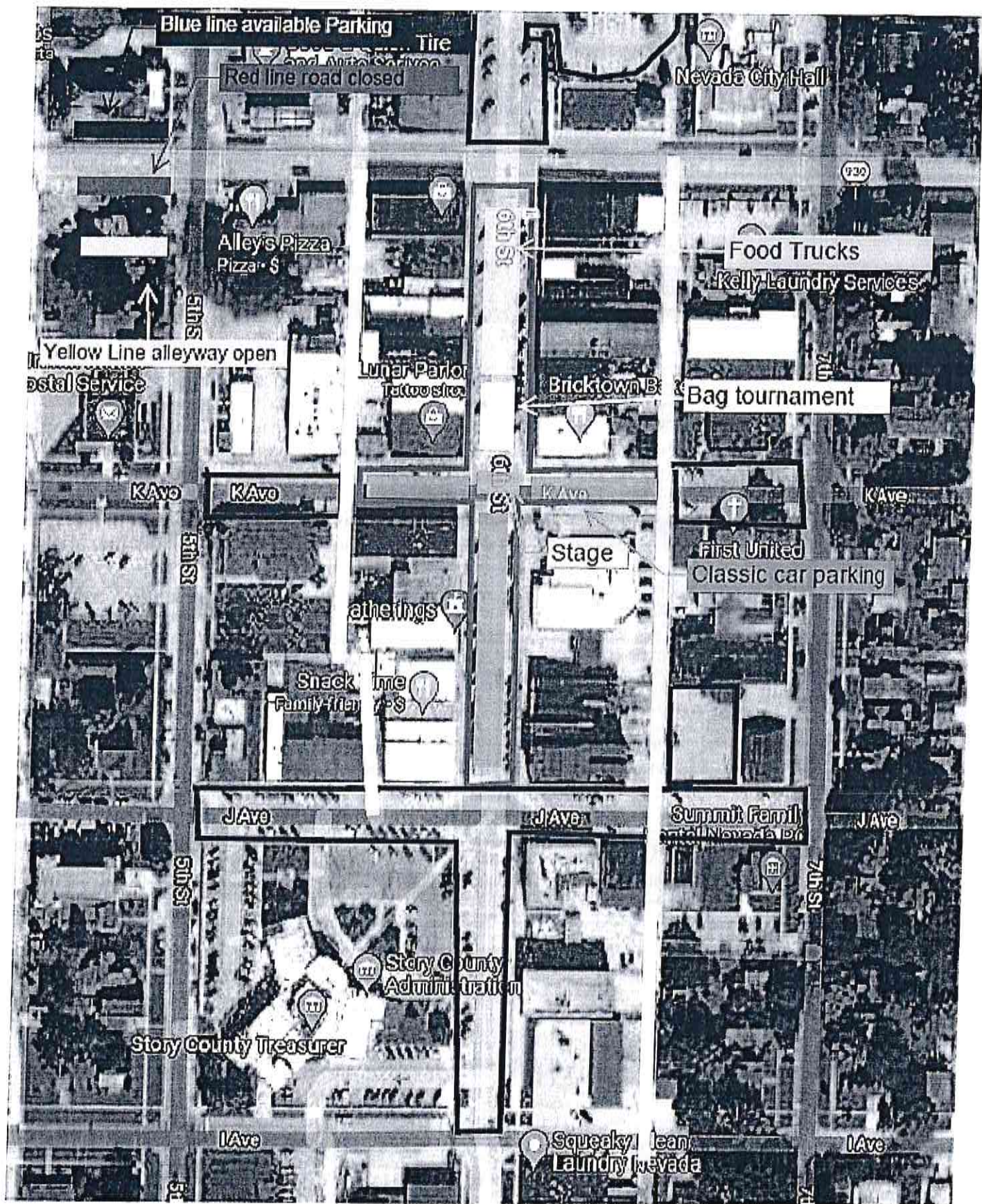
This scanned copy should suffice if there are questions. If you prefer a copy with original signature let me know. If I missed or misconstrued something please let me know.

Respectfully


Chris Brandes
Police Sergeant
Nevada Public Safety Department


Ricardo Martinez II
Public Safety Director
Chief of Police

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



1003 6TH STREET
2ND FLOOR, PO BOX 67
NEVADA, IA 50201



BRO. JASON SAMPSON
WORSHIPFUL MASTER

Nevada Lodge N° 99 A.F. & A.M. Nevada, Iowa

Nevada Public Safety Dept, and Director of Fire & EMS
1209 6th Street
Nevada, IA 50201

We are writing to inform you that the Nevada Masonic Lodge #99 is planning to have a fundraiser on June 11, 2022. With your permission, we would like to close off 6th Street between L Avenue and J Avenue. We would like to have the street closed at 0930hrs with the event starting at 1000hrs. The event will end at 1400hrs and the street will open at 1500hrs on June 11th. If permitted, we would like to set out some signs early that morning on the sidewalk in front of the parking areas along that street stating that the road will be closed at 9:30 am that morning. I plan to set these out around 0630hrs. For road blocks, the Nevada Main Street Group is letting us use their roadblocks to close the road and will also use our vehicles as roadblocks. As far as guest parking, there is plenty of parking space on the side streets and on main south of J Avenue for people to park on. We will be going to each business to show them a map and event plan to inform them of the road closure.

The event will have a car show, food truck competition, and a bags tournament. We will be inviting licensed food trucks to the event. There will be 6 judges to sample the food and pick their favorite truck. These are spots open to the public to pay to be a judge. (If someone from the Police department or Fire department wants to be a judge I can keep a free spot open for a representative.) We will have a team to direct car traffic to their spots in the closed area, this area will be separate from the food trucks and bags tournament. There will be a \$5 entry fee. I hear Ray Reynolds has a few older fire trucks we would love to have them at the show with no fee if interested. We will also have options where businesses can pay to pick their favorite car. (If the Police department or Fire department want to have representatives to pick the departments favor car they can with no fee.)

Our Treasurer Josh Vaughn, will be the lead of this event. If there are any issues before, during, or after this event please feel free to call him at 515-230-3367. Josh's email is joshvaughnhandman@gmail.com

Thanks,

Josh Vaughn, Jason Sampson, Rory Mason, Steve Knott, Joe Wakeman
Nevada Lodge #99 Events Committee

MAKING GOOD MEN BETTER

WWW.NEVADALODGE99.COM

MEETING ON THE 3RD THURSDAY OF THE MONTH

