



AGENDA REGULAR MEETING OF THE NEVADA CITY COUNCIL MONDAY, MAY 9, 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=UERoTDIIUXZHczZIQi9ML0ZOeEIOdz09

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@cityofnevadaiowa.org
by 4:00 p.m. Monday, May 5, 2022

- Call the Meeting to Order
- 2. Roll Call
- Approval of the Agenda
- 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 25, 2022
 - B. Approve Payment of Cash Disbursements, including Check Numbers 77721-77801 and Electronic Numbers 1099-1103 (Inclusive) Totaling \$580,692.39 (See attached list) and the Great Western Bank Card Statement
 - C. Approve Provider Agreements with NEDC, Main Street Nevada, Nevada Community School District and Story County Medical Center for the "Our Nevada" Newsletter
 - D. Approve Officer Training Reimbursement Agreement with Lane VanderHart
 - E. Approve Tax Abatement
 - 1. BP2021-0179, 1025 Apache Street, New home

- 2. BP2021-0190, 324 South 11th Street, New building
- 3. BP2021-0189, 1106 Nevada Street, New home
- 4. BP2021-0171, 1108 Nevada Street, New home
- 5. BP2019-0155, 255 W E Avenue, Addition
- F. Receive Recommendation from Planning & Zoning Commission on Rezoning of 1002 D Avenue and Set Public Hearing for May 23rd at 6:00 p.m. and Authorize Publication of Notice
- G. Receive Recommendation from Planning & Zoning Commission on Rezoning of 436 11th Street and Set Public Hearing for May 23rd at 6:00 p.m. and Authorize Publication of Notice
- H. Resolution No. 081 (2021/2022): A Resolution approving Memorandum of Agreement with Story County, Iowa and City of Nevada, Iowa for Combining Census Blocks.
- 5. PUBLIC FORUM: Time set aside for comments from the public on topics of City business other than those listed on the agenda no action may be taken. (Please keep your comments to five minutes or less.) This is an opportunity for members of the audience to bring to the Council's attention any item not listed on the agenda. Comments are limited to five (5) minutes per citizen, and the City will notify citizens when their time has expired. Speakers may not yield their times to others, and as a general rule this is not a time for exchange of questions. The Mayor has the authority to reduce the time allowed for comment in accordance with the number of persons present and signed up to speak.
 - A. NEDC Brenda Dryer, Economic Development Week Proclamation
 - B. Flummerfelt Country Club Properties Introduction

6. OLD BUSINESS

- A. Approve Pay Request No. 11 for the WWTF-Phase 2 Project from Williams Brothers in the amount of \$965,342.47
- B. Approve Pay Request No. 3 for the WWTF-Phase 3 Project from Boomerang Corp in the amount of \$61,750.00
- REPORTS City Administrator/Mayor/Council/Staff
- 8. CLOSED SESSION: Closed Session pursuant to authority found in Iowa Code 21.5 (1) (c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.
- 9. Discussion and appropriate follow-up on Closed Session pursuant to authority found in Iowa Code 21.5 (1) (c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.

10. ADJOURN

The	agenda	was	posted	on '	the	official	bulletin	board	on	May	5,	2022,	in	compliance	with	the
requ	uirements	s of th	ne open	mee	eting	gs law.				9				Ø.		
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MEMO FOR REGULAR MEETING OF THE NEVADA CITY COUNCIL MONDAY, APRIL 25, 2022 – 6:00 P.M.

7. OLD BUSINESS

- A. Approve Pay Request No. 11 for the WWTF-Phase 2 Project from Williams Brothers in the amount of \$965,342.47 Enclosed you will find the items included in this pay application and recommendation from City Engineer.
- B. Approve Pay Request No. 3 for the WWTF-Phase 3 Project from Boomerang Corp in the amount of \$61,750.00

 Enclosed you will find the items included in this pay application and recommendation from City Engineer.

NEVADA CITY COUNCIL - MONDAY, April 25, 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 25, 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: Brian Hanson, Barb Mittman, Dane Nealson, Jason Sampson, Steve Skaggs, Sandy Ehrig. Absent: None.

Staff Present: Erin Clanton, Jordan Cook, Kerin Wright, Mike Roth, Erin Mousel, Ryan Hutton, Tim Hansen, Ric Martinez, Mark Jones, Erin Coughlin, Josh Cizmadia, Andrew Henderson, Lane VanderHart.

Also in attendance were: Olivia VanderHart, Josh Vaughn, Louis Lang, Jeremy Meyer.

3. APPROVAL OF AGENDA

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

PUBLIC HEARING(S)

- A. Sale of Property, 102 K Avenue
 - 1. Public Hearing -

At 6:01 p.m. Mayor Barker announced that this is the time and place set for a <u>public hearing</u> as advertised in the Nevada Journal on <u>April 14, 2022</u>. The public hearing is <u>to dispose of City Property.</u>

There were <u>no written or oral objections</u> to the aforementioned recommendation. Public hearing closed at 6:01 p.m.

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

Motion by Sandy Ehrig, seconded by Barb Mittman, to <u>adopt Resolution No. 077 (2021/2022)</u>. After due consideration and discussion the roll was called. Aye: Ehrig, Mittman, Nealson, Sampson, Skaggs, Hanson. Nay: None. The Mayor declared the motion carried.

Approval of CONSENT AGENDA (Any item on the Consent Agenda may be removed for separate consideration.) Motion by Dane Nealson, seconded by Steve Skaggs, to <u>approve the following consent agenda items:</u>

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

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

PUBLIC FORUM

- A. Mayor Swore in Police Officer Lane VanderHart
- B. Louis Lang spoke to Council regarding streets that need to be fixed as well as a place to dump environmental waste.

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.

Motion by Dane Nealson, seconded by Jason Sampson, to <u>approve Ordinance No. 1024 (2021/2022), third reading and final reading.</u> After due consideration and discussion the roll was called. Aye: Nealson, Sampson, Skaggs, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried and that the ordinance had been given its 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

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

C. Approve HR Green Professional Services Agreement for Wastewater Treatment Facility Improvements-Phase 4 Construction Phase Services, not to exceed \$509,000.

Motion by Sandy Ehrig, seconded by Steve Skaggs, to approve HR Green Professional Services Agreement for Wastewater Treatment Facility Improvements-Phase 4 Construction Phase Servies. After due consideration and discussion the roll was called. Aye: Ehrig, Skaggs, Hanson, Mittman, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

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

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

8. NEW BUSINESS

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

Motion by Jason Sampson, seconded by Dane Nealson, to <u>adopt Resolution No. 078</u> (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. 079 (2021/2022): A Resolution to amend and approve the Fee appendix to the City Code

Motion by Steve Skaggs, seconded by Brian Hanson, to <u>adopt Resolution No. 079</u> (2021/2022). After due consideration and discussion the roll was called. Aye: Skaggs, Hanson, Mittman, Nealson, Sampson, Ehrig. Nay: None. The Mayor declared the motion carried.

- C. Discussion and Appropriate Follow up on Pizza Pie-Looza
 - Request for a waiver on the restriction of Alcohol on Lincoln Jefferson Highways Heritage Park by the Nevada Jaycees

Motion by Jason Sampson, seconded by Dane Nealson, to <u>approve a Waiver to allow the sale of alcohol on Lincoln Jefferson Highways Heritage Park by the Nevada Jaycees</u>. After due consideration and discussion the roll was called. Aye: Sampson, Nealson, Skaggs, Ehrig, Hanson. Nay: Mittman. The Mayor declared the motion carried.

 Approval of 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

Motion by Dane Nealson, seconded by Jason Sampson, to <u>approve 5-Day Class</u> "B" <u>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.</u> 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. 080 (2021/2022): A Resolution accepting Public Improvements in South Glen Subdivision

Motion by Brian Hanson, seconded by Dane Nealson, to <u>adopt Resolution No. 080 (2021/2022).</u> After due consideration and discussion the roll was called. Aye: Hanson, Nealson, Sampson, Skaggs, Ehrig, Mittman. Nay: None. The Mayor declared the motion carried.

9. REPORTS:

City Administrator Cook attended meetings for Pizza Pie Looza, Workforce, NEDC, and Burke. He also worked on FEMA quarterly paperwork that was due for Derecho events.

Mayor Barker attended the Rural Summit and attended a quarterly meeting with Story County Emergency Management, where he learned that Eastern Story County is not represented with any response teams for emergency events.

Council Member Nealson reported that RUN series registration has wrapped up. The first race will be May 14 for Pizza Pie Looza.

Council Member Skaggs reported that several members of MSN attended the Main Street Iowa Awards Conference.

Sergeant Cizmadia reported that the police department is at full staff.

Library Director Coughlin said they are working on getting quotes for some building maintenance. Staff is preparing for upcoming library events, and Erin will be attending a director's round table event on May 3.

Wastewater Superintendent Jones reported that the Street Department has been patching, installed street signs, and is doing preventative jetting. The water department is continuing with regular maintenance. Wastewater employee Devin Cornish has received his Grade 2 operator.

Parks & Rec Director Hansen is hoping to have the Hattery Shelter project wrapped up by the end of the year. Work on the Field House will begin August/September and is on track to be finished by fall of 2023. Their application for the Prairie Meadows grant was not one of the top 20.

Building and Zoning Official Hutton reported they are working on repainting lines downtown, and they are nearing the completion of the downtown project. He is preparing for the Planning & Zoning and Board of Adjustment meetings, that are coming up.

City Clerk Wright attended the IMFOA conference last week with Erin Mousel.

City Engineer updated Council on the Wastewater Facility project.

10. ADJOURNMENT

There being no further business to come before the meeting, motion by Dane Nealson, seconded by Jason Sampson, to <u>adjourn the meeting</u>. Following voice vote, the Mayor declared the motion carried at 6:38 p.m. the meeting adjourned.

Nevada City Council April 25, 2022 Minutes FY21/22 Page 5 (2021/2022)

ATTEST:	Brett Barker, Mayor
Kerin Wright, City Clerk	
Published:	

Item # 4B
Date: 5/9/20

CITY OF NEVADA CLAIMS REPORT FOR MAY 9, 2022 4/26/2022 THRU 5/9/2022

VENDOR	REFERENCE	AMOUNT	CHECK #
WAGEWORKS	FSA 2021 PMTS	558.25	1100
ALLIANT	ALL-UTILITIES	5,592.74	77721
NEVADA POSTMASTER	UTILITY BILLING POSTAGE	825.65	77722
WINDSTREAM	WTR/WWT-PHONES/MODEM	176.54	77723
MADISON NAT LIFE INS	ALL-LIFE INSURANCE	458.40	77724
IA INS DIVISION	CEM,2021ANNRPRT	106.00	1099
WELLMARK	HEALTH 5/2022	31,437.73	77725
DELTA DENTAL	DENTAL 5/2022	3,262.20	77726
FIDELITY SECURITY LIFE	VISION 5/2022	850.48	77727
TREASURER STATE OF IA	SALES TAX 4/16-30/2022	523.87	1101
WAGEWORKS	FSA 2021 PMT	247.67	1103
EFTPS	FED/FICA TAX	26,398.58	1102
MISSION SQUARE	DEFERRED COMP	862.50	77731
COLLECTION SERVICES CENTER	CHILD SUPPORT	1,022.85	77732
GREAT WESTERN	HSA	353.34	77733
BIG 8 TYRE	WWT-TIRE RPR	19.95	77734
FAREWAY	WTR/FD-SUPPLIES	55.75	77735
ALLIANT	ALL-UTILITIES	2,727.68	77736
MARTIN MARIETTA	STS-GRAVEL	168.85	77737
VAN WALL	FD-MOTO FUEL	70.00	77738
COMPUTER RES SPEC	ALL -IT SVCS	5,101.99	77739
ARNOLD MOTOR SUPPLY	FD/PKM-SUPPLIES	335.19	77740
ECHO/ELECTRIC SUPPLY	WWT-600V FUSE	20.50	77741
LOWE'S	PKM-EDGER BLADES	51.24	77742
NEVADA COMM HIST	DERECHO FEMA ASST	750.00	77743
HOKEL	P&Z/WTR/STS-SUPPLIES	147.73	77744
MANATTS	STS-CONCRETE BLOCKS	525.00	77745
MITCHELL, JERRY	CEM-HEDGE TRIMMER SHARPENING	14.00	77746
GOOD AND QUICK	PKM-ZERO TURN MOWER TIRE TUBES	24.50	77747
DORSEY & WHITNEY	ALL-LEGAL	10,044.00	77748
ROTO-ROOTER	FD-DRAIN JET	253.80	77749
IAFMA	FD-FIRE MARSHALL DUES	50.00	77750
IDALS	STS-HOLL/PRATT PESTICIDE CERT	30.00	77751
SANDRY FIRE SUPPLY	FD-SCBA HARNESS RPR	11.60	77752
AMERICAN LEGION	CH/PKM-FLAGS	200.00	77753
MOUSEL, JOE	STS-REIMB	20.60	77754
VESSCO INC	WTR-SUPPLIES	3,733.03	77755
SCOTT'S SALES CO	FD-HOSE	164.25	77756
NEWSOME PLUMBING	PKM-SCORE PK TOILET RPR	195.75	77757
HENDERSON TV	PKM-PA SYSTEM RPR	120.00	77758
STAPLES ADVANTAGE	PKM/WTR/WWT/ADM-SUPPLIES	777.33	77759
WINDSTREAM	ALL-UTILITIES	762.56	77760

INTERSTATE BATTERY	WANT DIANT ALADMA/DATTERY	26.75	77761
HYVEE EAST AMES	WWT-PLANT ALARM/BATTERY 4PLX-CONCESSIONS	72.77	77762
HR GREEN	ALL-ENGINEERING	328,868.50	77763
STAR EQUIPMENT	WTR-BOOM LIFT RENTAL	999.00	77764
BRICK GENTRY PC	ALL-ENGINEERING	8,970.00	77765
IACP	PD-HENDERSON RENEWAL	B	77766
AMES OUTDOOR POWER		75.00	77767
MARTINEZ, RIC	WTR-SPARK PLUG/AIR FILTER PD-REIMB	11.30	
ZIMCO	PKM-FERTILIZER	169.28	77768
SIGLER CO		108.00	77769
WILLIAMSON ELECT	NEWSLETTER POOL-FLUORESCENT LIGHTS TO LED	2,431.52	77770
CLEVELAND, JAMIE		795.08	77771
[발발의 전기의 회의 발생 기업 경기 [기계 기업 경기 기업	WTR-OPERATOR 1 TEST REIMB	32.29	77772
ASCHEMAN, PHILIP L PHD	PD-VANDERHART EVAL	215.00	77773
MEDIACOM	ALL-INTERNET SVC	454.90	77774
NEVADA SENIORS	WTR/WWT-UTILITY BILLS	225.00	77775
CRAIG CARROLL STUDIO	PD-DICKS/SYDNES/WALLESER PHOTO	315.00	77776
MARTIN BROS	4PLX-CONCESSIONS	1,168.40	77777
IAFC	FD-LOCHART MEMBERSHIP DUES	122.50	77778
BOUND TREE MEDICAL	EMS-MEDICAL SUPPLIES	418.44	77779
HENDERSON, ANDREW	PD-LEIN TRNG REIMB	79.81	77780
WIRTZY CONST	PKM/CEM-SHINGLE/SOFFIT RPR	750.00	77781
BADGER, STEPHANIE	EMS-BADGER AEMT APP FEE REIMB	272.00	77782
MENARDS - AMES	PKM-SUPPLIES	86.18	77783
BITUMINOUS MATERIALS	STS-ASPHALT	517.42	77784
RMH ARCHITECTS	FIELDHOUSE PROJECT-PLANS	5,519.30	77785
MOYER, COLLEEN	PKA-PAVI REFUND	100.00	77786
PRATT, DOUG	STS-REIMB TESTING FEES	40.00	77787
SALTECH SYSTEMS	CA-WEBSITE	109.95	77788
WINSUPPLY	PKM-ORING/PUSHBUTTON KIT	264.24	77789
LOGOED APPAREL	WWT-HARD HAT	49.40	77790
SAFE BUILDING	P&Z-INSPECTIONS	219.44	77791
JOHNSTON HYVEE	PD-VANDERHART ILEA	2,121.12	77792
AMERICAN BUSINESS PHONES	ADM/LIB- ADD 1 PHONE/TROUBLESHOOT	1,127.58	77793
FIRSTNET	PS-1ST RESP NETWORK	330.16	77794
BLACKSTRAP	STS-SALT	3,904.37	77795
STARBUCK, CHARLIE	WTR-GRADE ONE TEST REIMB	32.29	77796
RANGEMASTERS	FD-NAME TAGS DRESS UNIFORMS	175.00	77797
HOLL, NATHAN	STS-REIMB TESTING	40.00	77798
MELLEN & ASSOC	WTR-VAVLE	856.00	77799
ORCHARD PLACE	PD-SEYMOUR/CELENTANO CONF	500.00	77800
OAK PARK ESTATES	PZ-NIIP OAK PARK	40,000.00	77801
	Accounts Payable Total	501,625.09	
	Payroll Checks	79,067.30	
	***** REPORT TOTAL *****	580,692.39	

GENERAL	159,619.61
ROAD USE TAX	23,813.53
LOCAL OPTION SALES TAX	3,011.58
PARK OPEN SPACE	0.65
SC/FIELDHOUSE	5,519.30
2021 STS 11TH/S14	7,844.60
WATER	24,580.38
JORDAN WELL	740.00
SEWER	24,668.88
SEWER CAP IMP PROJECT	317,549.37
SRF SPONSORED PROJECT	6,781.50
REVOLVING FUND	5,757.07
FLEX BENEFIT REVOLVING	805.92
TOTAL FUNDS	580,692.39

20220422

Electronic Pymt # GREAT WESTERN PURCHASING "P" CARD TRANSACTIONS PRESENTED AT COUNCIL MEETING 05/09/2022 W/CLAIMS

3/29/2022 ISU Extension Store	Description PKM, Ornam & Turf CIC-Zach	Amount	Invoice #	ACCOUNT
3/29/2022 ISU Extension Store	PKM, Ornam & Turf CiC-Keith	50.00	227069	001-431-6240
729/2022 ISU Extension Store	PKM, Ornam & Turf CIC-Jayson	20.00	227084	001-431-6240
	REC, Background checks	119.00	940682	001-470-6499
	REC. Umpire Gove	86'66	73533	001-170-6599
	POOL Nonskid paint	124.87	73535	001-470-6599
	ADM, Website-host renewal	206.88	WBORD10854	001-435-6310
4/8/2022 American Airlines DC	MAY, DC Fly-In	518 71	2077292031	121-613-6431
	Travel Ins.	37.75	AMBITIAANICEAS	001-610-6240
	Water, training, Jamie	153.42	693193052	600.911.6240
	Water, training, Charlie	153.42	693193052	600-811-6240
	Water Plant	25.23	519392	600-811-6373
	Wastewater PI	25.23		610-816-6373
	Library	29.35		001-410-6373
	Fire Dept	25.23		001-150-6373
	Police Dept	25.23		001-110-6373
	ST Dept	25.23		110-210-6373
	City Hall	25.14		001-620-6373
	Cemetery	25.22		001-450-6373
	Parks Mnt	25.22		001-431-6373
	Water, training meal	32.56	2022-04-5389/2	600-811-6240
	WWT, Grade 2 WW CertDevin	63.04	12718896	610-816-6479
	Water, training meal	20.11	17864-32011-54413-020517	600-811-6240
	Water, training, hotel service fee	19.99	R1989495651	600-811-6240
4/5/2022 Gracia Hainereite	Water, training, hotel	90.095	R1989495651	600-811-6240
	PSD, Iraining	995.00	21332-2105	001-110-6240
American Airlinos	PSD, notel	141.83	49418	001-110-6240
_	PSD, travel	30.00	CBXIDI	001-110-6240
	PSD, travel	48.60	415-728-8754	001-110-6240
4/21/2022 Courthard by Marriott		86'29	P-163369736	121-613-6431
4/21/2022 American Airlines	PSD, notel conference	117.31	69286726	001-110-6240
***	PSD, travel conference	30.00	CBXIDI	001-110-6240
4/1/2022 American Public Works Account	CA, website	9009	9098C39-0004	121-613-6431
4/1/2022 American Public Works Associated	P.W. Spring Conf.	300:00	1119-6379	610-816-6240
4/11/2022 Muir Embroideru	PW, Spring Cont.	300:00	119-6379	110-210-6240
	rw, clothing	46.00	65	001-613-6181
	LIB, Midwest Author Grant	390.00	22322	001-410-6595
	LIB, Event	7.10	4802615689856105-9565160	001-410-6486
	UB, Coffee ,	15.90	PVVX	001-410-6595
4/1/2022 Ratterios Dins Bulbs		27.54	4022119	001-410-6595
4/4/2022 Conceives rius builds	911	73.08	P50273701	001-410-6599
di y		26.96	185516	001-410-6553
	LIB, Inservice	44.14	209800244203	001-410-6240
	LIO, IIISEIVICE	38.52	x8UL	001-410-6240
	III Reiman Gardene Adiv Dace			

POSTING & PAYMENT DATE:

5,541.72

MAY 19, 2022

City Administrator

TO W:\Of → nance\AccountsPayable\Vendors\GreatWesternPurchaseCards,All

Item#___4C Date:__519122_

Provider Agreement—Newsletter

THIS AGREEMENT is entered into by and between Nevada Economic Development Council, whose mailing address and telephone number is PO Box 157, Nevada, Iowa 50201, telephone 641-420-3556, hereinafter referred to as "NEDC", and the City of Nevada, Iowa, hereinafter referred to as "Provider", whose mailing address and telephone number is 1209 6th Street, Nevada, Iowa 50201, telephone 515-382-5466.

- 1. PURPOSE AND INTENT. The purpose of the agreement is for the Provider to:
 - a. Incorporate content from NEDC into Provider's monthly print publication *Our Nevada*. NEDC shall be allotted one-half (1/2) page monthly, full color, with no advertising.
 - b. Print-ready files with content will come from NEDC to the Provider.
- 2. COMPENSATION. NEDC will pay \$1,500.00 for calendar year 2022, payable in two installments of \$750.00 each upon receipt of invoices from the Provider on or about January 1, 2022 and June 1, 2022, or as otherwise agreed by the Parties.
- 3. REQUIREMENTS. NEDC and Provider hereby agree to perform all duties in accordance with all state and federal laws and regulations. NEDC and Provider assures that no person shall be on the grounds race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations shall be considered a material breach of this Agreement by the Provider.
- TERM AND TERMINATION OF AGREEMENT. This Agreement is effective on the 1st day of January, 2022 through December 31, 2022. Either party may terminate this Agreement effective immediately for their convenience.
- ASSIGNMENT. Neither party to this Agreement may assign, sell or transfer any part
 thereof to any other firm or entity without first obtaining the written permission of the other
 party hereto.
- 6. INDEPENDENT CONTRACTOR. It is understood, and the Provider agrees that it is an independent professional contractor and that Provider will not in any event be construed or hold itself out to be an employee or agent of NEDC. It is further agreed that at no time will the Provider or the work efforts of the Provider be under the supervision or control of NEDC, although Provider agrees to comply with all reasonable requests and regulations applicable to any other business invitee of NEDC. It is also agreed that Provider, as an independent contractor, is not restricted to working exclusively for NEDC during the term of the Agreement.
- APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL. This
 Agreement has been negotiated, executed and delivered in the State of Iowa. The parties

hereto agree with all questions pertaining to the validity and interpretation of this Agreement will be determined in accordance with the laws of the State of Iowa in Story County, Iowa, with venue in Story County District Court. The parties hereby waive removal of any issue hereunder to the federal courts.

This Agreement and any referenced attachments constitute the entire contract for this specific service of the parties hereto and supersedes any prior agreement between the parties for this specific service.

NEVADA ECONOMIC DEVELOPMENT CITY OF

COUNCIL (NEDC)

By: Michelle R. Cassabaum

Title: President

Dated: 3 30 2022

CITY OF NEVADA, IOWA

(Provider)

Title: City Administrator

Dated: 3/30/22

Provider Agreement—Newsletter

THIS AGREEMENT is entered into by and between Nevada Community School District, whose mailing address and telephone number is 825 15th Street, Nevada, Iowa 50201, telephone 515-382-2783, hereinafter referred to as "District", and the City of Nevada, Iowa, hereinafter referred to as "Provider", whose mailing address and telephone number is 1209 6th Street, Nevada, Iowa 50201, telephone 515-382-5466.

- 1. PURPOSE AND INTENT. The purpose of the agreement is for the Provider to:
 - a. Incorporate content from the District into Provider's monthly print publication Our Nevada. The District shall be allotted two (2) pages monthly, full color, with no advertising.
 - b. Print-ready files with content will come from the District to the Provider.
- MAILING. The District shall be responsible for mailing the Provider's completed print
 publication Our Nevada on a monthly basis. The District shall keep detailed records of
 the postage costs for such mailings and submit an invoice to the Provider for such costs
 ("Postage Costs"). The Postage Costs shall be deducted from the Compensation amounts
 owed from the District to the Provider.
- 3. COMPENSATION. The District will pay \$6,000.00, less documented Postage Costs, for calendar year 2022, payable in two installments of \$3,000.00, less documented Postage Costs, each upon receipt of invoices from the Provider on or about June 1, 2022 and December 1, 2022, or as otherwise agreed by the Parties.
- 4. REQUIREMENTS. The District and Provider hereby agree to perform all duties in accordance with all state and federal laws and regulations. The District and Provider assures that no person shall be on the grounds race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations shall be considered a material breach of this Agreement by the Provider.
- 5. TERM AND TERMINATION OF AGREEMENT. This Agreement is effective on the 1st day of January, 2022 through December 31, 2022. Either party may terminate this Agreement effective immediately for their convenience.
- ASSIGNMENT. Neither party to this Agreement may assign, sell or transfer any part
 thereof to any other firm or entity without first obtaining the written permission of the
 other party hereto.
- 7. INDEPENDENT CONTRACTOR. It is understood, and the Provider agrees that it is an independent professional contractor and that Provider will not in any event be construed or hold itself out to be an employee or agent of the District. It is further agreed that at no

time will the Provider or the work efforts of the Provider be under the supervision or control of the District, although Provider agrees to comply with all reasonable requests and regulations applicable to any other business invitee of the District. It is also agreed that Provider, as an independent contractor, is not restricted to working exclusively for the District during the term of the Agreement.

8. APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL. This Agreement has been negotiated, executed and delivered in the State of Iowa. The parties hereto agree with all questions pertaining to the validity and interpretation of this Agreement will be determined in accordance with the laws of the State of Iowa in Story County, Iowa, with venue in Story County District Court. The parties hereby waive removal of any issue hereunder to the federal courts.

This Agreement and any referenced attachments constitute the entire contract for this specific service of the parties hereto and supersedes any prior agreement between the parties for this specific service.

NEVADA COMMUNITY SCHOOL DISTRICT (District)	CITY OF NEVADA, IOWA (Provider)
By: Joellan	Ву:
Title: SUPERINTENDENT	Title: City Administrator
Dated: 4/29/22	Dated:

Provider Agreement—Newsletter

THIS AGREEMENT is entered into by and between Story County Medical Center, whose mailing address and telephone number is 640 S. 19th Street, Nevada, Iowa 50201, telephone 515-382-2111, hereinafter referred to as "SCMC", and the City of Nevada, Iowa, hereinafter referred to as "Provider", whose mailing address and telephone number is 1209 6th Street, Nevada, Iowa 50201, telephone 515-382-5466.

- 1. PURPOSE AND INTENT. The purpose of the agreement is for the Provider to:
 - a. Incorporate content from SCMC into Provider's monthly print publication Our Nevada. SCMC shall be allotted two (2) pages monthly, full color, with no advertising.
 - b. Print-ready files with content will come from SCMC to the Provider.
- 2. COMPENSATION. SCMC will pay \$6,000.00 for calendar year 2022, payable in two installments of \$3,000.00 each upon receipt of invoices from the Provider on or about January 1, 2022 and June 1, 2022, or as otherwise agreed by the Parties.
- 3. REQUIREMENTS. SCMC and Provider hereby agree to perform all duties in accordance with all state and federal laws and regulations. SCMC and Provider assures that no person shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations shall be considered a material breach of this Agreement by the Provider.
- 4. TERM AND TERMINATION OF AGREEMENT. This Agreement is effective on the 1st day of January, 2022 through December 31, 2022. Either party may terminate this Agreement effective immediately for their convenience.
- ASSIGNMENT. Neither party to this Agreement may assign, sell or transfer any part thereof to any other firm or entity without first obtaining the written permission of the other party hereto.
- 6. INDEPENDENT CONTRACTOR. It is understood, and the Provider agrees that it is an independent professional contractor and that Provider will not in any event be construed or hold itself out to be an employee or agent of SCMC. It is further agreed that at no time will the Provider or the work efforts of the Provider be under the supervision or control of SCMC, although Provider agrees to comply with all reasonable requests and regulations applicable to any other business invitee of SCMC. It is also agreed that Provider, as an independent contractor, is not restricted to working exclusively for SCMC during the term of the Agreement.
- APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL. This
 Agreement has been negotiated, executed and delivered in the State of Iowa. The parties

hereto agree with all questions pertaining to the validity and interpretation of this Agreement and will be determined in accordance with the laws of the State of Iowa in Story County, Iowa, with venue in Story County District Court. The parties hereby waive removal of any issue hereunder to the federal courts.

This Agreement and any referenced attachments constitute the entire contract for this specific service of the parties hereto and supersedes any prior agreement between the parties for this specific service.

STORY COUNTY MEDICAL CENTER (SCMC)	CITY OF NEVADA, IOWA (Provider)
By For Pringentz	Ву:
Title: VP Development	Title: City Administrator
Dated: April 28, 2022	Dated:

Provider Agreement—Newsletter

THIS AGREEMENT is entered into by and between Main Street Nevada, whose mailing address and telephone number is 1015 6th Street, Nevada, Iowa 50201, telephone 515-382-6538, hereinafter referred to as "Main Street", and the City of Nevada, Iowa, hereinafter referred to as "Provider", whose mailing address and telephone number is 1209 6th Street, Nevada, Iowa 50201, telephone 515-382-5466.

- 1. PURPOSE AND INTENT. The purpose of the agreement is for the Provider to:
 - a. Incorporate content from Main Street into Provider's monthly print publication Our Nevada. Main Street shall be allotted one (1) page monthly, full color, with no advertising.
 - b. Print-ready files with content will come from Main Street to the Provider.
- COMPENSATION. Main Street will pay \$1,000.00 for calendar year 2022, payable in two
 installments of \$500.00 each upon receipt of invoices from the Provider on or about
 January 1, 2022 and June 1, 2022, or as otherwise agreed by the Parties.
- 3. REQUIREMENTS. Main Street and Provider hereby agree to perform all duties in accordance with all state and federal laws and regulations. Main Street and Provider assures that no person shall be on the grounds race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations shall be considered a material breach of this Agreement by the Provider.
- TERM AND TERMINATION OF AGREEMENT. This Agreement is effective on the 1st day of January, 2022 through December 31, 2022. Either party may terminate this Agreement effective immediately for their convenience.
- ASSIGNMENT. Neither party to this Agreement may assign, sell or transfer any part
 thereof to any other firm or entity without first obtaining the written permission of the other
 party hereto.
- 6. INDEPENDENT CONTRACTOR. It is understood, and the Provider agrees that it is an independent professional contractor and that Provider will not in any event be construed or hold itself out to be an employee or agent of Main Street. It is further agreed that at no time will the Provider or the work efforts of the Provider be under the supervision or control of Main Street, although Provider agrees to comply with all reasonable requests and regulations applicable to any other business invitee of Main Street. It is also agreed that Provider, as an independent contractor, is not restricted to working exclusively for Main Street during the term of the Agreement.

7. APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL. This Agreement has been negotiated, executed and delivered in the State of Iowa. The parties hereto agree with all questions pertaining to the validity and interpretation of this Agreement will be determined in accordance with the laws of the State of Iowa in Story County, Iowa, with venue in Story County District Court. The parties hereby waive removal of any issue hereunder to the federal courts.

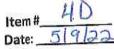
This Agreement and any referenced attachments constitute the entire contract for this specific service of the parties hereto and supersedes any prior agreement between the parties for this specific service.

MAIN STREET NEVADA (Main Street)	CITY OF NEVADA, IOWA (Provider)
By: Henry Corbin	Ву:
Title: Executive Director	Title: City Administrator
Dated: 04/29/2022	Dated:

NEVADA PUBLIC SAFETY DEPARTM



1209 6th Street - P.O. Box 530 Nevada, Iowa 50201 Tele: 515-382-459





Ricardo Martinez II Public Safety Director Chief of Police

OFFICER TRAINING REIMBURSEMENT AGREEMENT

THIS AGREEMENT, made and entered this <u>26th</u> day of <u>April</u>, <u>2022</u>, by and between the City of Nevada, a municipal corporation, 1209 6th Street, Nevada, Iowa, 50201-0530 (the "CITY") and <u>Lane Douglas VanderHart</u>, <u>DOB: 4/16/1996</u>, (the "EMPLOYEE").

The intent of this agreement is to provide for the training of the EMPLOYEE as a police officer and Emergency Medical Technician and to specify the consideration the EMPLOYEE will provide the CITY in return for the training. This agreement shall not be construed in any way as an employment agreement that would proffer a property right or interest in the EMPLOYEE. The relationship between the CITY and the EMPLOYEE is strictly an "at will" employment relationship.

Now, therefore, the CITY and the EMPLOYEE, for consideration herein set forth, do mutually agree as follows:

1. TRAINING OF THE EMPLOYEE

- A. <u>Iowa Law Enforcement Academy</u>. The CITY and the EMPLOYEE hereby expressly agree that the CITY shall pay the "total training expenses" as defined and set forth below for the EMPLOYEE to attend the Iowa Law Enforcement Academy (the "Academy") as soon as the EMPLOYEE is accepted into the program. The CITY shall also pay for all other expenses, as detailed below, that are specifically related to the EMPLOYEE'S training.
 - 1. Total training expenses for the Academy represent the actual costs incurred by the CITY for:
 - Any overtime incurred by a Field Training Officer for preparation or reporting of activities directly related to, and specifically for the EMPLOYEE'S training;
 - b. The cost of travel to and from the Iowa Law Enforcement Academy;
 - c. Any monies paid to the EMPLOYEE for reimbursable expenses while studying for classes at the Iowa Law Enforcement Academy;
 - d. The EMPLOYEE'S mileage, food, lodging, tuition, books, and required materials and uniforms while attending the Iowa Law Enforcement Academy;
 - e. All costs associated with the replacing of an officer while in training, if the replacement officer is a temporary employee hired for that purpose only, or if the replacement requires the payment of overtime;
 - f. All costs of testing, screening, and evaluating the Employee; and
 - g. Any other costs or fees incurred by the City relating to the training of the EMPLOYEE.
 - Total training expenses <u>do not</u> include any time spent by the EMPLOYEE performing other services for the CITY, including dispatching, filing, patrol work, or other work assigned by the CITY.

- 3. For the EMPLOYEE'S reference, an estimate of total training expenses is set forth in Exhibit "A" attached hereto and incorporated by this reference. Both parties hereto acknowledge and agree that total training expenses shall be based on actual costs incurred by the CITY. Accordingly, upon the EMPLOYEE'S successful completion of training at the Academy, certification as a law enforcement officer, successful completion of field training, and certification as an Emergency Medical Technician {As detailed in Section B below}, the CITY shall provide the EMPLOYEE with an itemization of total training expenses incurred by the CITY for the EMPLOYEE'S files. The final accounting of actual total training expenses shall be substantially in the same format as estimated costs are set forth in Exhibit "A" of this Agreement.
- B. Emergency Medical Technician Course. The CITY and the EMPLOYEE hereby expressly agree that the CITY shall pay the "total training expenses" as defined and set forth below for the EMPLOYEE to attend an Emergency Medical Technician {EMT} Course. The program or course for the EMT Certification shall be a Nationally Recognized course of training and an approved course by the CITY. The EMT program or course will be schedule by the CITY and the EMPLOYEE will be required to attend. The CITY shall also pay for all other expenses, as detailed below, that are specifically related to the EMPLOYEE'S training. The EMPLOYEE is required to complete the Emergency Medical Technician {EMT} Course with a passing score, and complete all tests, licensing, and certification, within one (1) year from the first day of the Emergency Medical Technician {EMT} Course. Should the EMPLOYEE fail to meet the requirements as stated, the EMPLOYEE is subject to termination.

Total training expenses for the EMT Course represent the actual costs incurred by the CITY for:

- Any overtime incurred by a field-training officer for preparation or reporting of activities directly related to, and specifically for the EMPLOYEE'S training;
- The cost of travel to and from the EMT Class;
- Any monies paid to the EMPLOYEE for reimbursable expenses while studying for EMT classes;
- d. The EMPLOYEE'S mileage, food, lodging, tuition, books, and required materials while attending the EMT Class;
- e. Any monies paid on the behalf of the EMPLOYEE for testing and certification involved with the National Registry of Emergency Medical Technician {NREMT} Exam; and
- Any other costs incurred by the CITY relating to the training of the EMPLOYEE.

2. REIMBURSEMENT OF TOTAL TRAINING EXPENSES

- A. In consideration for the expenditures incurred by the CITY to train the EMPLOYEE as a police officer and EMT pursuant to Sections 1(A) and 1(B) above, the EMPLOYEE expressly agrees to be employed as a full-time police officer for the CITY for at least four (4) years from the date upon which the EMPLOYEE graduates from the Academy and has met all other criteria needed to receive proper certification as a law enforcement officer and EMT (the "Reimbursement Period").
- B. If any of the following events occur during the Reimbursement Period:
 - 1. The EMPLOYEE voluntarily resigns from the Nevada Public Safety Department;

- The EMPLOYEE is dismissed during the probationary period of nine (9) months from the date of certification as an Iowa Peace Officer (the probationary period to expressly include the training period hereunder); or
- 3. The EMPLOYEE is terminated;

THEN the EMPLOYEE shall reimburse the CITY for total training expenses under the terms of this AGREEMENT as set forth below:

i. Reimbursement of Academy costs incurred pursuant to Section 1(A) above:

Years of Service Following	Amount of Reimbursement
Certification as a Law Enforcement Officer	
0-1 year	100% of actual costs
1-2 years	75% of actual costs
2-3 years	50% of actual costs
3-4 years	25% of actual costs
4+ years	No reimbursement required

ii. Reimbursement of EMT costs incurred pursuant to Section 1(B) above:

Years of Service Following	Amount of Reimbursement
EMT Certification	
0-2 year	100% of actual costs
2-3 years	50% of actual costs
3+ years	No reimbursement required

- C. In the event the EMPLOYEE is required to make reimbursement hereunder, one hundred per cent (100%) of the total reimbursement is due within six months (6) from the date of resignation, dismissal or termination.
 - 1. Until such time as the EMPLOYEE in accordance with the terms of this Agreement has reimbursed the CITY in full, the EMPLOYEE has an ongoing duty to notify the CITY of any change in the EMPLOYEE'S place of residence and current employment. Such notice shall be in writing and shall be made no later than fifteen (15) calendar days from the date of any such change in place of residence or employment. The CITY reserves the right to declare the entire balance due and owing immediately in the event the EMPLOYEE fails to comply with this requirement.
- D. The EMPLOYEE does hereby expressly acknowledge and understand that, in addition to any remedies at law or in equity that the CITY may have to recover "total training expenses" hereunder, the CITY may, at its sole election, also seek to have the EMPLOYEE decertified as an Iowa law enforcement officer.
- E. The employee does further hereby expressly acknowledge and understand that the reimbursement obligation set forth hereunder is mandatory. In other words, while the city has the discretion to determine whether to seek decertification of the employee as a law enforcement officer, no such affirmative election of enforcement is required for reimbursement hereunder. Failure on the part of the employee to satisfy the employee's employment obligation during the reimbursement period hereunder shall automatically trigger mandatory reimbursement of total training expenses under this agreement.

- F. If the EMPLOYEE is dismissed for any reason other than those set forth in Section 2 (B) above, such as reduction in force, the EMPLOYEE shall not be required to reimburse the CITY for any unpaid training expenses incurred hereunder.
- G. If the EMPLOYEE is killed or permanently and totally disabled as defined under Chapter 85 and 411 of the Code of Iowa, while in the employ of the CITY, "total training expense" reimbursement obligations hereunder shall be deemed satisfied in full.

3. DUTIES DURING TRAINING

The EMPLOYEE may, at the CITY'S sole option, be required by the CITY to work for the Nevada Public Safety Department while attending the Iowa Law Enforcement Academy Basic School, and may be required to patrol, dispatch, operate computer systems, perform clerical tasks, or do other duties as assigned by the Chief of Police or the Chief's designee. The hours expended by the EMPLOYEE in attendance at the Iowa Law Enforcement Academy Basic School and in service to the Nevada Public Safety Department shall be subject to the same limitations and compensatory time policies as apply to all police officers of the CITY.

4. BONA FIDE EMPLOYMENT

The EMPLOYEE does expressly acknowledge that the CITY is entering into this Agreement to facilitate the bona fide employment of the EMPLOYEE as a police officer by the CITY. Accordingly, the EMPLOYEE does further acknowledge that the EMPLOYEE is **not** entering into this Agreement to achieve certification as a law enforcement officer by way of "sponsorship" through the CITY for the Iowa Law Enforcement Academy Basic School.

5. CONTROLLING LAW

This Agreement shall be governed by the laws of the State of Iowa. The parties hereto agree any action, suit, or proceeding based upon any matter, claim or controversy arising under this Agreement shall be brought solely in the Iowa District Court in and for Story County, Iowa. The parties hereto irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum. Both parties hereby expressly acknowledge and agree nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event-of a breach or dispute hereunder.

6. HEADINGS

The heading of sections of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections.

7. SEVERABILITY

If any section, subsection, term or provision of this agreement or the application thereof to the EMPLOYEE, the CITY or a particular circumstance is declared unconstitutional, invalid or unenforceable to any extent, the remainder of the section, subsection, term or provision of this Agreement or the application of same to the EMPLOYEE, the CITY or particular circumstances other than that for which it was held invalid or enforceable, shall not be affected thereby and each

remaining section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent of the law.

8. AUTHORITY

The persons signing this Agreement warrant and represent that they have the authority to sign as, or on behalf of, the party for whom they are signing.

9. FINAL AGREEMENT

Both the EMPLOYEE and the CITY hereby expressly acknowledge and agree this Agreement is intended to set forth the entire agreement between the parties regarding reimbursement of "total training expenses" by the EMPLOYEE, that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or consideration have been solicited. No waiver, change, modification or amendment of this Agreement shall be binding upon either party hereto unless in writing and signed by both the EMPLOYEE and the CITY. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.

10. ENFORCEMENT

Dated this 26th day of April, 2022.

If it becomes necessary for the CITY to enforce this contract, EMPLOYEE agrees to pay all costs and expenses incurred by the CITY, including reasonable attorneys' fees.

EMPLOYEE:

CITY OF NEVADA:

Brett H Barker
Mayor

Attest:

Attest:

Jordan Cook
City Administrator
Chief of Police

Kerin Wright City Clerk

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



Dated: April 26th, 2022

Exhibit A for Officer

Product or Service:		Payment Amount:
Business Cards	\$ 37.09	Alpha Copies Business Cards
Critical Hire	\$ 10.00	Pre-Offer Integrity Assessment
Firearms & Ammunition		The state of the s
Academy	\$ 57.93	150 rounds for training & qualification (\$19.31 x 3)
Training Time	\$ 38.62	100 rounds duty ammo
and the state of t	\$ 16.19	50 rounds practice ammo
	\$ 152.27	5.5 hours training Sgt. Brandes (\$27.6850 hourly)
	\$ 181.13	5.5 hours training DFE Reynolds (\$32.9334 hourly)
Training Time	\$ 110.74	4 hours training Sgt. Brandes
and it reduces before	\$ 19.31	50 rounds of duty ammo
	\$ 16.19	50 rounds of practice ammo
Training Time	\$ 110.74	4 hours training Sgt. Brandes
source of the so	\$ 131.73	4 hours training DFE Reynolds
	\$ 19.31	50 rounds of duty ammo
	\$ 48.57	150 rounds of practice ammo
ILEA	\$6240.00	Tuition & Training Materials
Iowa Prison Industries	\$ 225.00	ILEA Work & Training Uniforms
Mileage for Training	\$ 708.99	\$.58 X 16 weeks X 76.4 miles
MMPI II Test/Evaluation	\$ 200.00	Psychology Associates
Photos	\$ 105.00	Craig Carroll Studio, Session and Image
PIT Training	\$ 225.00	PIT Maneuver Certification
Polygraph	\$ 275.00	Laura Myers
POST Test	\$ 14.00	Police Officer Standard Test
Story County Medical Evaluation	\$ 277.00	Pre-Hire Physical
Taser Training	\$ 225.00	TASER Certification
Treat America	\$1287.41	Meals While Attending ILEA
Total Training Expenses:	\$10732.22	

Total Reimbursable Expenses:

EMT Training did not take place

Per Employment Contract, the Reimbursable Expenses is reduced 25% on the anniversary date of the employee - Highlighted amount is what is now due:

Anniversary Date:	Year 0-1:	\$10732.22	100% of Actual Costs
A CONTROL OF CONTROL O	Year 1-2:	\$8049.17	75% of Actual Costs
	Year 2-3:	\$5366.11	50% of Actual Costs
	Year 3-4:	\$2683.06	25% of Actual Costs
	Year 4+:	No Costs	

Item #_ 4E Date: _ 5/9/22

Tax Abatement List

Name	Permit No.	Address
Dooley, James	BP2021-0179	1025 Apache Street (New Home)
Mohr, Aaron	BP2021-0190	324 S 11th Street (New Building)
Kapustka, Matthew	BP2021-0189	1106 Nevada Street (New Home)
Young, Michael	BP2021-0171	1108 Nevada Street (New Home)
Martinez, Ricardo	BP2019-0155	255 W E Ave (Addition)

Item # 4F Date: 5/9/22



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

May 2022

TO: Mayor - City Council Members City Administrator Jordan Cook

From: Ryan Hutton Building & Zoning Official

With the recommendation from the Planning and Zoning Commission, we are seeking approval from the City Council Members to approve the Rezoning of 436 11th Street & 1002 D Avenue from Limited Industrial to R-2 (Residential).

Best Regards, Ryan Hutton Building and Zoning Official



AGENDA

Planning & Zoning Commission

May 2nd, 2022 6:15pm

Council Chambers, City Hall 1209 6th Street

- 1. Call the meeting to order Roll Call
- 2. Approval of the Agenda
- 3. Approve and place on file the minutes of the April 4th, 2022
- 4. Public Forum: Time for comments from the public on P&Z business other than those listed on this agenda
- Hearing for rezoning the property at 1002 D Avenue & 436 11th Street from Limited Industrial to Residential (R-2)
- 6. City Administrator/ Commission Members/ Staff Reports
- 7. Adjourn

This agenda was posted on the official bulletin board Friday April 29th, 2022 in compliance with the requirements of the open-meeting law.

Memo

To: Planning & Zoning Commission

From: Ryan Hutton, Zoning Supervisor

CC: Jordan Cook, City Administrator

Date: 05/02/2022

RE: General Information

1. Rezoning the property at 1002 D Avenue & 436 11th Street from Limited Industrial to Residential (R-2): The Planning & Zoning Commission of the City of Nevada, Iowa, has received a request from the property owners, Cary Martin & Michael Doty, to amend the 2020 Zoning of the City of Nevada, Iowa, by changing the zoning classification on the following described property, 1002 D Avenue & 436 11th Street, owned by them and located within the corporate limits of the City of Nevada, Iowa, from an LI (Limited Industrial) to an R-2 (Single and Two Family Dwelling District) District.

If you have any questions please contact me at work, 515-382-5466, or at home, 515-720-3545, and prior to Monday night's meeting

NOTICE OF REQUEST TO AMEND THE ZOINING ORDINANCE OF NEVADA, IOWA

The City Council of the City of Nevada, Iowa, has received a request from the property owner, Mike Doty, to amend the zoning at the location of 436 11th Street in Nevada, IA, owned by him and located within the corporate limits of the City of Nevada, Iowa from LI (Limited Industrial) to an R-2 (Single and two family dwelling district).

The property for which the Rezoning Application is proposed is legally described as:

Lots 4, 5, 6, and 7 in Block 1, Highland Park Addition to Nevada, Story County, Iowa, and all of the Alley abutting Block 1 in Highland Park Addition to Nevada, Story County, Iowa on the North there of, and between the East line of Tenth Street and to the West line of Eleventh Street.

The City Council of the City of Nevada, Iowa, will conduct a public hearing on this request on the 23rd day of May, 2022 at the City Council Meeting which is set to begin at 6:00 o'clock P.M., in Nevada City Hall, 1209 Sixth Street, Nevada, Iowa.

It is your right to attend this hearing and express your views concerning the proposed change, or you may submit your comments in writing to the City Clerk not later than 9:00 o'clock A.M. on the 23rd Day of May, 2022.

Kerin Wright, City Clerk City of Nevada, Iowa

MUST BE FILED I	N PLANNING & ZONING
OFFICE BY 9:00 A	.M ON
Hearing Date:	/



Rezoning Application Packet

1. <u>Application Packet</u>. Be sure to complete and submit <u>all the required materials</u> that are part of this Application Packet. Failure to do so will result in a delay in processing your application.

The "Application Packet" for Rezoning includes the following:

- Application Form (This form must be completed for all applications.);
- Checklist (Use this checklist to assure that you have included all of the required information with your application materials); and,
- 2. The Process. The rezoning process involves the following steps:

The City Council may, on its own initiative, on petition by the property owner, or on recommendation of the Planning and Zoning Commission, or after 60 days written notice to the Commission, amend, supplement, or change the regulations, districts, or the Official Zoning Map.

Whenever the owners of 50 percent or more of the area of the lots in any district or part thereof desire amendment, supplement, or change in any of the provisions of the Zoning Ordinance applicable to such area, they may file an application with the City Clerk requesting City Council to make such amendment, supplement or change.

Applicants are encouraged to meet with planning staff prior to submitting an application for rezoning to determine conformance of the request with the Comprehensive Plan.

Submit the completed application packet to the City Clerk on or before 9:00 a.m. at least 15 days prior to a regularly scheduled meeting of the Planning and Zoning Commission.

Notice of the proposed change to the Zoning Map will be mailed by the Department of Planning and Zoning to the owners of property located within 200 feet of the boundaries of the area proposed for rezoning.

- City staff will analyze the rezoning request in relation to the City's Comprehensive Plan and other applicable plans, policies, ordinances, and resources.
- The Planning and Zoning Commission shall conduct a public hearing and file its recommendations approving, disapproving, or modifying the proposed amendment, supplement, or change with the City Council within 90 days thereafter, unless time extensions are specifically requested by the applicant.
- Notice of a Zoning Map change shall be made by mail, publication, and posting and at least 7 days notice must be given. In no case shall the public hearing be held earlier than the next regularly-scheduled City Council meeting following the notice.
- The City Council conducts a public hearing on the rezoning request. In order for
 the rezoning to take effect, the Council must approve the rezoning at three
 separate readings. The first reading may be held at the same time as the public
 hearing. The second and third readings are held at subsequent City Council
 meetings.
- The City Council may impose reasonable conditions on map amendments in accordance with Iowa Code Section 414.5.
- 3. <u>Commission and Council Meetings</u>. The Commission regularly meets on the first Monday of the month at 6:15 p.m. in the City Council Chambers.
 - The City Council generally meets on the **second and fourth Mondays of the month** at 5:30 p.m. in the City Council Chambers.
- 4. <u>Filing Deadline.</u> The deadline to file an application for Rezoning is **Monday at 9:00 a.m., 15 days prior to the Planning and Zoning Commission meeting.** All required information and materials must be filed with the

City Clerk, City Hall 1209 6th Street Nevada, Iowa 50201

- 5. <u>Vote Required When the Amendment is Protested</u>. Written protest by the owners of 20% or more of the property by area within the proposed zoning area or by the owners of 20% or more of the property by area within 200 feet of the proposed rezoning area will require the favorable vote of at least three-quarters (3/4) of all members of the City Council.
- 6. Renewal of the Petition After Denial. When a rezoning petition has been denied by the City Council, such petition cannot be renewed for one year thereafter unless it is signed by at least 50% of the property owners who previously objected to the change. This provision, however, shall not prevent City Council from acting on its own initiative in any case or at any time.

IF YOU HAVE ANY QUESTIONS WHILE COMPLETING THIS APPLICATION, PLEASE CONTACT THE DEPARTMENT OF PLANNING AND ZONING.

City Hall 1209 6th Street

Phone: 515-382-5466 FAX: 515-382-4502

E-mail: scole@cityofnevadaiowa.org



Rezoning

Application Form

(This form must be filled out completely before your application will be accepted.)

1. Property Address for this Rezonir			
2. Legal Description (attach, if lengt	hy): Highland Po wide N of Ba	K 7 AOD Lots 4,5,	6, and 7
) = 100		
3. Applicant: Mike Doty			
Address: 65173 260th 54	Nevada	IA	50201
Address: <u>65173</u> 260 th 54 (Street)	(City)	(State)	(Zip)
Telephone: _ 515- 290- 3193	Same		
(Home)	(Business)	(Fax)	
4. Property Owner: Mila! Rob.	Doty		
Address: 65/73 260 45 54	Nevada	IA	50201
(Street)	(City)	(State)	(Zip)
Telephone:	3 KMZ		
(Home)	(Business)	(Fax)	=
5. Contact Person: M.k. O. Ly			-
Address: 65173 160+5 7/ (Street)	Weinda	IA	50,01
(Street)	(City)	(State)	(Zip)
Telephone: 515-290 3.	193		
(Home)	(Business)	(Fax)	******



Obtaining approval of this Rezoning does not absolve the applicant from obtaining all other applicable permits, such as Building Permits, IDOT access permits, et cetera.

I (We) certify that I (we) am (are) familiar with applicable state and local codes and ordinances, the procedural requirements of the City of Nevada, and have submitted all the required information which is accurate, true and correct.

Applicant)	Date: <u>3//5/22</u>
	ituted for the Property Owner's Signature)
and: Maga by	Date: 3/18/22
(Property Owner)	
and: Mike Pet	Date: 3/18/12
(Contact Person)	



Item # 46 Date: 5/9/22

NOTICE OF REQUEST TO AMEND THE ZOINING ORDINANCE OF NEVADA, IOWA

The City Council of the City of Nevada, Iowa, has received a request from the property owner, Cary Martin, to amend the zoning at the location of 1002 D Avenue in Nevada, IA, owned by him and located within the corporate limits of the City of Nevada, Iowa from LI (Limited Industrial) to an R-2 (Single and two family dwelling district).

The property for which the Rezoning Application is proposed is legally described as:

Lots Six (6) and Seven (7), Block Six (6), Highland Park Addition to Nevada, Story County, Iowa, and one-half (1/2) of alley adjoining Lots Six (6) and Seven (7), Block six (6), Highland Park Addition to Nevada, Story County, Iowa, subject to covenants, conditions, restrictions and easements of record.

The City Council of the City of Nevada, Iowa, will conduct a public hearing on this request on the 23rd day of May, 2022 at the City Council Meeting which is set to begin at 6:00 o'clock P.M., in Nevada City Hall, 1209 Sixth Street, Nevada, Iowa.

It is your right to attend this hearing and express your views concerning the proposed change, or you may submit your comments in writing to the City Clerk not later than 9:00 o'clock A.M. on the 23rd Day of May, 2022.

Kerin Wright, City Clerk City of Nevada, Iowa

MUST BE FILED IN PLANNING & ZONING	
OFFICE BY 9:00 A.M ON	
Hearing Date:///	



Rezoning Application Packet

1. <u>Application Packet</u>. Be sure to complete and submit <u>all the required materials</u> that are part of this Application Packet. Failure to do so will result in a delay in processing your application.

The "Application Packet" for Rezoning includes the following:

- Application Form (This form must be completed for all applications.);
- Checklist (Use this checklist to assure that you have included all of the required information with your application materials); and,
- The Process. The rezoning process involves the following steps:

The City Council may, on its own initiative, on petition by the property owner, or on recommendation of the Planning and Zoning Commission, or after 60 days written notice to the Commission, amend, supplement, or change the regulations, districts, or the Official Zoning Map.

Whenever the owners of 50 percent or more of the area of the lots in any district or part thereof desire amendment, supplement, or change in any of the provisions of the Zoning Ordinance applicable to such area, they may file an application with the City Clerk requesting City Council to make such amendment, supplement or change.

Applicants are encouraged to meet with planning staff prior to submitting an application for rezoning to determine conformance of the request with the Comprehensive Plan.

Submit the completed application packet to the City Clerk on or before 9:00 a.m. at least 15 days prior to a regularly scheduled meeting of the Planning and Zoning Commission.

Notice of the proposed change to the Zoning Map will be mailed by the Department of Planning and Zoning to the owners of property located within 200 feet of the boundaries of the area proposed for rezoning.

- City staff will analyze the rezoning request in relation to the City's Comprehensive Plan and other applicable plans, policies, ordinances, and resources.
- The Planning and Zoning Commission shall conduct a public hearing and file its
 recommendations approving, disapproving, or modifying the proposed amendment,
 supplement, or change with the City Council within 90 days thereafter, unless time
 extensions are specifically requested by the applicant.
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City Clerk, City Hall 1209 6th Street Nevada, Iowa 50201

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IF YOU HAVE ANY QUESTIONS WHILE COMPLETING THIS APPLICATION, PLEASE CONTACT THE DEPARTMENT OF PLANNING AND ZONING.

City Hall 1209 6th Street

Phone: 515-382-5466 FAX: 515-382-4502

E-mail: scole@cityofnevadaiowa.org



Rezoning

Application Form

(This form must be filled out completely before your application will be accepted.)

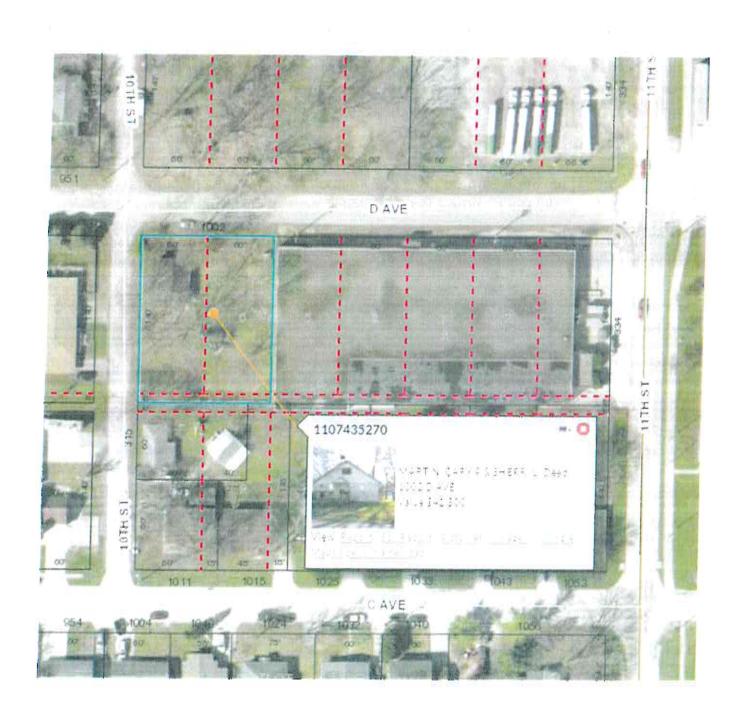
1. Property Address for this Re	zoning Request:	Z D av	e
2. Legal Description (attach, if	lengthy):		
3. Applicant:	Martin		
Address: 404 I	Nevada	IA	5020
(Street)	(City)	(State)	(Zip)
Telephone: 5 15 282 38	124 515-240-7	368	
(Home)	(Business)	(Fax)	
4. Property Owner:	9 Sherry Me	u-711	
Address: 404 (Street)	Nevada	Zt.	30201
(Street)	(City)	(State)	(Zip)
Telephone: 515 382 38	24 290 73	68	
(Home)	(Business)	(Fax)	*
. Contact Person:	Martix		
Address: 404 T	Ne vada	74	SUZC
(Street)	(City)	(State)	(Zip)
Telephone: 575 382 382	4 315 296	7368	
(Home)	(Business)	(Fax)	

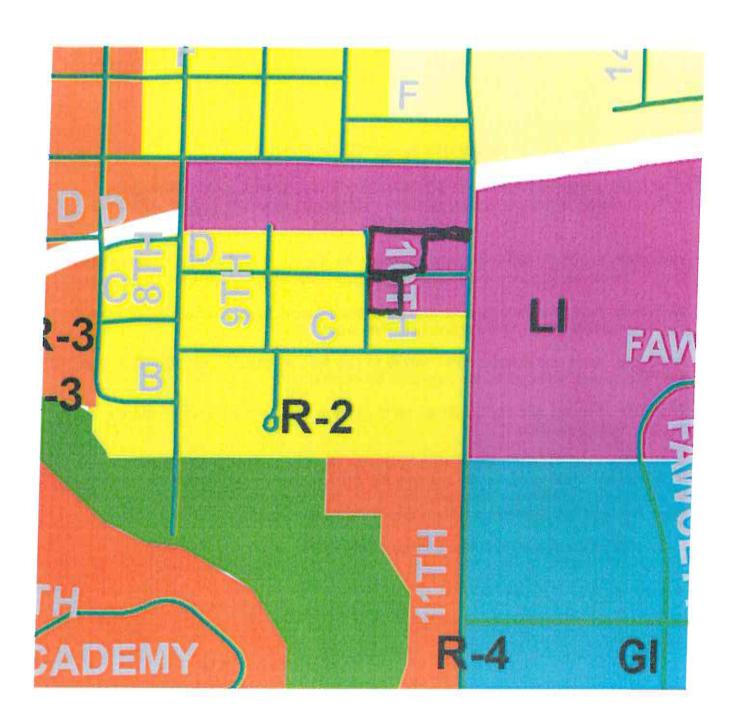


Obtaining approval of this Rezoning does not absolve the applicant from obtaining all other applicable permits, such as Building Permits, IDOT access permits, et cetera.

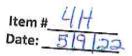
I (We) certify that I (we) am (are) familiar with applicable state and local codes and ordinances, the procedural requirements of the City of Nevada, and have submitted all the required information which is accurate, true and correct.

Signed by: _		M	Date:	3/25/22
1	Applicant)			
(Note:	No other signature	may be substituted	for the Property Ow	ner's Signature)
and: _	Cary 4	Sheer. Ma	rtin Date:	3/2S/22
(3	Property Owner)	*		
and:	Cary Me	adin	Date: _	32522
(C	ontact Person)			





R Memorandum of Agreen



RESOLUTION NO. 081 (2021/2022)

A RESOLUTION APPROVING CORRECTED MEMORANDUM OF AGREEMENT WITH STORY COUNTY, IOWA AND CITY OF NEVADA, IOWA FOR COMBINING CENSUS BLOCKS

WHEREAS, to comply with changes imposed by the State of lowa following its review, and updates the previous agreement signed by both parties in December of 2021; and

WHEREAS, the City of Nevada, Iowa (City), and Story County, Iowa (County), desire to enter into a Corrected Memorandum of Agreement (Agreement); and

WHEREAS, Cities and Counties are required to use federal census block information when defining precincts and wards for the purpose of redistricting; and

WHEREAS, The City and the County agree to combine said census blocks as stated in the attached Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, does hereby approve the Memorandum of Agreement for combining census blocks (Exhibit A attached) between the City of Nevada and Story County, Iowa. The Mayor and City Clerk is hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 9th day of May, 2022.

F-\Office\Council\Resolutions\2021-2022\081-Story Co Redist agreement.doc

	Brett Barker, Mayor
ATTEST:	
Kerin Wright, City Clerk	
Moved by Council Member , seconded by Council Member AYES: NAYS: ABSENT:	r , that Resolution No. 081 (2021/2022) be adopted.
The Mayor declared Resolution No. 081 (2021/2022) adop	oted.
I hereby certify that the foregoing is a true copy of a record Meeting of the City of Nevada, Iowa, held on the 9th day of	d of the adoption of Resolution No. 081 (2021/2022) at the regular Council May, 2022.
Kerin Wright, City Clerk	

Kerin Wright

From:

Lucy J. Martin <LMartin@storycountyiowa.gov>

Sent:

Thursday, April 28, 2022 3:53 PM

То:

Kerin Wright

Subject:

updated MOA

Attachments:

updated Nevada MOA following SOS review.docx

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

Karen-

The State made some technical corrections to our precinct plan so attached please find an updated MOA for the City's consideration. This is on the Board's agenda for next Tuesday; I will have signed copies after that. Please contact me with any questions. Thank you.

Lucy Martin Story County Auditor & Commissioner of Elections 900 6th St. Nevada, IA 50201 (515) 382-7210

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by Mimecast, a leader in email security and cyber resilience. Mimecast integrates email defenses with brand protection, security awareness training, web security, compliance and other essential capabilities. Mimecast helps protect large and small organizations from malicious activity, human error and technology failure; and to lead the movement toward building a more resilient world. To find out more, visit our website.

Memorandum of Agreement

The parties to this agreement are the City of Nevada, Iowa ("City"), and Story County, Iowa ("County"). Thi agreement is entered into as of May, 2022 to comply with changes imposed by the State of Iowa following its review, and updates the previous agreement signed by both parties in December of 2021.
WHEREAS:
Following the federal decennial census, and after the redistricting of congressional and legislative districts, city councils and county boards of supervisors are required to complete any changes in precinct and ward boundaries.
Cities and counties are required to use federal census block information when defining precincts and wards for the purposes of redistricting.
The following unincorporated federal census blocks in Grant Township are not contiguous with the township and are in the same Iowa House and Iowa Senate districts as the City of Nevada: 191690104001003, 191690104001002, 191690104001006, 191690104001005, 191690104001029.
The City and the County agree to combine said census blocks with the contiguous Nevada Precinct (Ward) 2, as defined by City of Nevada, Ordinance No. 1020, into one voting precinct.
Furthermore, election precincts composed partially of unincorporated territory and partially of all or any part of an incorporated city may be established within a single county in any manner which is not contrary to <i>Code of Iowa</i> §49.3.
For voting purposes, the City and the County agree to combine the following unincorporated territory with defined City of Nevada precincts:
 Nevada Precinct (Ward) 1 and the unincorporated territory of Richland Township into one voting precinct
 Nevada Precinct (Ward) 4 and the unincorporated territory of Nevada Township into one voting precinct
Dated this of May, 2022. Dated this of May, 2022.
City of Nevada, Iowa County of Story, Iowa
By
Lathan raisal, chair, board of Supervisors
Attest: Attest:

Lucy Martin, Auditor

Kerin Wright, City Clerk



2022 Economic Development Week Proclamation

WHEREAS, economic development professionals are engaged in a wide variety of settings including rural and urban, local, state, and federal governments, public-private partnerships, chambers of commerce, and universities, helping to create and expand jobs that facilitate growth in these regions; and,

WHEREAS, the creation of new opportunities for businesses and entrepreneurs is a one of several key components to securing the City of Nevada economic future for generations to come; and

WHEREAS, Nevada is committed to fostering a business-friendly climate that will attract and retain employers, enable the community to grow and remain competitive on a global scale, and generate new jobs and opportunities for our citizens; and

WHEREAS, the Ames Economic Development Commission in partnership with the Nevada Economic Development Council are committed to providing quality resources that boost economic growth and enhance quality of life throughout Nevada and Story County;

NOW, THEREFORE, I, Brett Barker, Mayor of the City of Nevada, IA, do hereby proclaim May 9, 2022 through May 15, 2022 as

MAY 9, 2022 THROUGH MAY 15, 2022 as ECONOMIC DEVELOPMENT WEEK

In appreciation of all our partners in the economic development field do to make the City of Nevada the vibrant and thriving community it is today.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Nevada, Iowa to be affixed this 9th day of May, 2022.

Brett Barker, Mayor







5525 Merle Hay Road | Suite 200
 Johnston, IA 50131
 Main 515.278.2913 ÷ Fax 713.965.0044

MARGREEN COM

May 3, 2022

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

Re: Nevada WWTF Improvements - Phase 2: Recommendation on Contractor's Application for Payment No. 11

Dear Jordan:

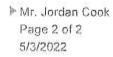
Attached is an electronic copy of Payment Application No. 11 from Williams Brothers Construction Inc. (WBCI) for the Nevada WWTF Improvements – Phase 2 project. Items included in this application are summarized as follows:

- General Requirements: Equipment, Mobilization & Trailer, Vehicle/General;
- Site Work: Design/Submittals, Remote Instruments, Underground, Stored Materials;
- · 120-Administration Maintenance Building: SOG, Metal Building System, Stored Materials;
- 210-Headworks: Metal Building, Aluminum Stop Logs/Fabricated Metal Slide Gates, Stored Materials;
- 320-Oxidation Ditches: Rebar, Concrete Walls/Slabs, Stored Materials;
- 320-Oxidation Ditches Flow Splitter: No work completed this period, Stored Materials;
- 350-Secondary Treatment Building: Concrete Walls/Slab/Columns, Metal Fabrications, Floor Hatches, Plumbing Piping, Stored Materials;
- 360-Secondary Treatment Chemical Storage Building: Metal Building System, Stored Materials;
- 380-Secondary Clarifiers: Secondary Clarifiers Area, Stored Materials:
- 390-Return Pump Station: Rebar, Concrete, Grouting, Stored Materials;
- 420-UV Disinfection Building: Concrete Footings/Walls, Plumbing Piping, Stored Materials;
- 520-Aerobic Digesters: Concrete Walls, Stored Materials;
- 550-Solids Processing Building: No work completed this period, Stored Materials;
- 570-Biosolids Pumping Building: No work completed this period, Stored Materials;
- 580-Biosolids Storage Tanks: No work completed this period, Stored Materials.

The total for Pay Application No. 11 is \$965,342.47. As of this Pay Application, WBCI has been paid 25.6% of the current contract price (not including retainage withheld). As of this Pay Application, approximately 45% of the time has been used. WBCI appear to be behind schedule based on work completed, time remaining, and the latest progress schedule.

We have reviewed Payment Application No. 11. We have verified that most all certified payroll records for the corresponding pay application period are received and conforming; however one subcontractors is delayed with their a few payrolls records for this month. These should be submitted before next month's pay application and can be processed at that time. There have been no issues with certified payroll compliance to date.

Therefore, we recommend full payment of Payment Application No. 11 as submitted by Williams Brothers Construction Inc. Please execute the pay application and distribute copies to all parties.





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

Sincerely,

HR GREEN, INC.

Michael Roth, P.E. Senior Project Manager

Enclosure

Cc: Kerin Wright, City Clerk (via email)

Maluel John

Mark Jones, WWTF Superintendent (via email)

Kurtis Knapp, WBCI (via email) Jacob Lee, WBCI (via email)

P.51

Page 1

		THEME			PAGE 1 OF	PAGES
y of Nevada	PROJECT	Nevada WWTF Improvements Phase 2	ents Phase 2	Application No.	п	Distribution to:
		62512 270th Street		Period To:	April 30, 2022	OWNER
incvada, IA 3020		Nevada, IA 50201		PROJECT NOS.:		ENGINEER
FROM CONTRACTOR: Williams Brothers Construction Inc. VIA ENGINEER HR Green Inc.	VIA ENGINEER	HR Green Inc.	Phone: 515-278-2913	App'l date	April 30, 2022	CONTRACTOR
P.O. Box 1366		5525 Merle Hay Road, Suite 200 Fax:	0 Fax:	Contract date:	e •	
CONTRACT FOR: General Ph 3/19/K88-0/416- Fay 3/19/K88-0/416	2.0801	Johnston, IA 50131		Substaintial completeion date:	n date:	
email (Jacob.Lee) (Kurtis) @wbci.us	a:wbci.us	Allei.		Invoice 4 22 342 11	ī	
CONTRACTOR'S APPLICATION FOR PAYMENT			The undersigned Cont	ractor certifies that to	The undersigned Contractor certifies that to the best of the Contractor's knowledge infor-	r's knowledge infor-
Application is made for payment, as shown below, in connection with the Contract.	nnection with the	Contract.	mation and belief the	Work covered by this	mation and belief the Work covered by this Application for Payment has been completed	has been completed
Continuation Sheet is attached.			in accordance with the	Contract Documents	in accordance with the Contract Documents, that all amounts have been paid by the	een paid by the
1. ORIGINAL CONTRACT STIM		35 850 000 00	Contractor to work to	or which previous Cer	Contraction for the which previous Certificates for Payment were issued and pay-	re issued and pay-
2. Net Change by Change Orders		10.013.27	CONTRACTOR Wil	COP. Williams Brothas Const.	CONTRACTOR Williams Bushack Construction 12	ein is now due.
3. CONTRACT SUM TO DATE.	(LINE 1 +2)	35.860.013.27	100		Consumental Inc.	COOL OF 15-0 A
0T0		9.665,882.49	oweline Smith	reasurer	Date.	April 30, 2022
(Column G on G702)			-			
5. RETAINAGE:			County of Peorla			
a. 5 % of 100% of Contract	(406,318.95)		Subscribed and swom to before me this day of	style me this day of	April 30, 2022	
(Columns D + E on G703)			\	/,	>	"OEFICIAL SFAL"
b. 5 % of Stored Material	(76,975.17)		Notary Public:	The last	N N	IACOB K. LEE
Total Retaining (1 ine 5a ± 5h or	c				Notary Pul	Notary Public, State of Illinois
Total in Column I of 6703)	0.00		My Commission expires:	7	1-5	My Commission Expires 06-15-2025
6. TOTAL EARNED LESS RETAINAGE		(483,294.12)	In accordance with the Contract Deciments been	Contract Documents	ENT	
(Line 4 less Line 5 Total)		2000000000	comprising this applic	ation, the Engineer ce	omprising this application, the Engineer certifies to the Owner that to the Foreignests	ations and the data
7 LESS PREVIOUS CEPTIFICATES EOD DAVAENT		And She File 6)	knowledge, informatio	n and belief the Work	knowledge, information and belief the Work has progressed as indicated, the quality	ted, the quality
(Line 6 from prior Certificate)	***************************************	(06:645:/15-0)	of the work is in accordance with the Contract Doc entitled to payment of the AMOUNT CERTIFIED.	the AMOUNT CERT	or the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.	contractor is
8. CURRENT PAYMENT DUE		965,342.47	AMOUNT CERTIFIED	IFIED		1 965,342,47
			(Attach explanation if	amount certified diffe	(Attach explanation if amount certified differs from the amount applied for. Initial	ed for. Initial
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		26,677,424.90	all figures on this applic	ication and on the Cor	all figures on this application and on the Continuation Sheet that changed to conform	nged to conform
			Engineer: HR Green			
CHANGE ORDER SUMMARY ADDITIONS	DEDUCTIONS				i	
1 otal changes approved in previous months by Owner 10 013 27			By:	nemotickle The AMC	By: Date: 5/4/22	5/4/22
			tractor named herein.	Issuance navment an	tractor named herein. Issuance, nawment and accentance of navment are without	rable only to the Con-
TOTAL, 10,013.27	0.00		prejudice to any rights	of the Owner or Cont	prejudice to any rights of the Owner or Contractor under this contract.	ac willion.
NET CHANGES by Change Order	10 013 27					

7,900.00	0%	0.00				32,700.00	L&M J & K Contraction: LLC	010LE SW-301, 84 IN	SANITARY MANU	0000	1109 22
10,000.00		0.00				10,000.00	L&M J & K Contracting, LLC	MANHOLE SW-301, 60 IN, HDPELIN	ж.	0000	
6,550,00		0.00				6,550,00	L&M J & K Contracting, LLC	MANGROLE SW-301, 48 IN	11.0		
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0.00	_	9,300,00			9,800,00	9,309.00	L&M J & K Contracting, LLC	56 IN	STORM APRON. 5	0500	
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3,875,00		3,875,00			3,875,00	7,750.00	L&M J & K Contracting, LLC		1	0500	
000000		00 000 5			3,000,00	3,000,00				0500	
X,400,00	976	0,00				3,000,00	LAM J& K Contracting LLC	12 N	STORM APRON	0500	101
9,620.00		33,300.00			33,300,00	42,920,00	L&M J & K Centractuse, LLC			0000	
5,876.00		11,404,00			11,404,00	17,289.00	L&M J & K Contracting, LLC			0500	98 22
21,248.00	17%	4,352.00			4,352,00	25,600.00	L&M J & K Contracting, LLC			0500	9/ 22
14,580.80		783.20			753.30	15,664,00	L&M J & K Contracting, LLC			0500	96 22
3,640.00	0%	0.00				3,640.00	L&M J & K Contracting, LLC		1.	0500	95 22
4,281.00		0,00				4,281.00	M J& K Contracting, LLC	EFF CROSS-1,2,6, 14 IN	ONDARY CLA	0500	94 22
5,619,00		0.00				5,619.00	L	EFF CROSS-1,2,6, 14 IN	ONDARY	0500	93 22
4,354.21	9%	0.00				4,354.21	M J & K Contracting, LLC	EFF CROSS-1,2,5, 20 IN	SECONDARY CLAR	0500	92 22
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Harrer and Supports	DESIG Mechanical Requirements	Metal Building System	Paints and Coannes	Glazing	Glazing	Floor Hatches	Floor Hatches	Aluminum Doors and Frames	Aluminum Doors and Frames	Weather Barner	Weather Barner	Fiberglass Reinforced Plastic Fab	Fiberglass Reinforced Plastic Fab	Metal Fabrications	Metal Fabrications	Maspary	Mashiny	Housekeeping Pads	SOG	Grade Beams	Walls	Concrete	Rober	501 360 Secondary Treatment Chemical Storage Suilding	Non-Clog Contributed Pemping Equipment	Hoist and Monorall System	Packaged Grinder Pump Station	Packaged Grinder Pump Station	Excavation	Excavation	Access Control/Video Surveillance	Lighting Protection	Lighting	Lighton:	Chemical Pining	Process Valves	Split Systems AC Units	Split Systems AC Units	Terminal Heat Transfer Units	Terminal Heat Transfer Units	Packaged Make Up Air Units	Packaged Make Up Air Units	Packaged Air Cooled Condensers	Packaged Air Cooled Condensers	Air Onties and Injets	Air Outlets and Inlets	HVAC Power Ventilators		Nevada WWTF	
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MI O'Connor Mechanical	MJ O'Connor Mechanical	Nucor Building Systems	RP Coatings	East Moline Glass	East Moline Gluss	Williams Brothers Construction	Halliday Products	East Moline Glass	East Moline Glass	Williams Brothers Construction	Williams Brothers Construction	Williams Brothers Construction	Vessco Inc.	Williams Brothers Constructed	Breuer Metal Craftsmen, Inc	Signature Masonry of Des Mon	Signature Masonry of Des Mon	Williams Brothers Construction	Williams Brothers Construction	Williams Brothers Construction	Williams Brothers Construction	Central Iowa Ready Mix	Amhassador Steel Fabrications	LOCAL DIGUICIS	Tokin Brothers	Superior Crane Corp	Williams Brothers Construction	Iowa Pump Works	Con-Struct, Inc.	Con-Struct, Inc.	Strauss Secreity Solutions	CEC Electric	CEC Electric	CEC Electric	Tohin Brothers	Mellen & Associates	MJ O'Connor Mechanical	MJ O'Connor Mechanical	MJ O'Connor Mechanical	MJ O'Connor Mechanical	MI O'Connor Mechanical	MJ O'Connor Mechanical	MJ O'Connor Mechanical	MJ O'Connor Mechanical	MI O'Connor Mechanical	MI O'Connor Mechanical	MI O'Connor Mechanical	SUBCONTRACTOR	SUPPLIER!	
00.590.1	1,375,00	31,090 00	14,000.00	250.00	335,00	100.00	651.00	2,792,00	7,912.00	1,006,00	922 00	8,750.00	26,000.00	1,448.00	2,924,06	13,000,00				19,455.00	28,439.50	7,833.03	7,030,00	o Constitution	\$ 000.00	18,095.00	6,500.00	7,450,00	25,600.00	4,000.00	14,991.54	(9,035,00	3,510.00	3,850,00	00 005 cE.	82,666,71	2,415.00	19,175.00	2,250.00	5,690,00	2,830,00	19,350.00	2,525,00	19 175 00	1,000,00	00,000	4,455,00	100	Ī	
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1,648,00	4,748.46	3,256.50	6,534,00	694.00	71,709.50	9,238.83	43,800.00	58,843,00	\$2,289,79	667,523,00	104,729.90	48,864.23	0.00	2,000.00	15,928.00	3,500,00	00.881.59	101,700,00	2,000,00	3,000,00	5,600.00	1,040,00	1.266.71	41,450,00	22,025.00	252.50	7 070 00	00'00'E	00.020	4,095.00	335.00	390.00	6,360,00	5,865.00	840.00	975.00	1 330 00	200.00	1,475.00	9,335.00	3,060.00	6,930.00	1,855,00	590.00	670.00	825,00	00 00871 DCFNF2 01		ĺě	
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Item# 6B Date: 5/9/22



5525 Merle Hay Road | oute 200
 Johnston, IA 50131
 Main 515,278,2913 + Fax 713,965,0044

MARGREEN.COM

May 3, 2022

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

Re: Nevada WWTF Improvements - Phase 3: Recommendation on Contractor's Application for Payment No. 3

Dear Jordan:

Attached is an electronic copy of Payment Application No. 3 from Boomerang Corp. for the Nevada WWTF Improvements – Phase 3 project. Items included in this application are summarized as follows:

- · Division 01 Administration / Project Management
- Division 01 Mobilization
- Division 01 Toilets/Dumpsters/Etc.
- Division 01 Survey
- Division 05 Submittals
- Division 31 Earthwork
- Division 32 Temporary Access Road

The total for Pay Application No. 3 is \$61,750.00 As of this Pay Application, Boomerang Corp. has been paid 2.7% of the contract, which breaks down to work completed of 2.7% with no stored materials. As of this Pay Application, 20.6% of the time has been used. Boomerang Corp. appears to be slightly behind schedule based on work completed, time remaining, and the latest progress schedule.

We have reviewed Payment Application No. 3 and find the requested items acceptable. We have verified that all subcontractor certified payroll records for the corresponding pay application period are received and conforming. We are awaiting Boomerang's certified payrolls for this pay period. These should be submitted before next month's pay application and can be processed at that time; however, future pay applications will not be processed until certified payrolls are received and found to be in conformance. Therefore, we recommend full payment of Payment Application No. 3 as submitted by Boomerang Corp. Please execute the pay application and distribute copies to all parties.

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

Sincerely,

HR GREEN, INC.

Michael Roth, P.E. Project Manager

Cc: Kerin Wright & Mark Jones - City (via email)

Julian Cotte

Katie Helgens, Jeremy Dolder, Michelle Thomas - Boomerang Corp. (via email)

\\hrgreen.com\HRG\Data\2016\160473.03\Construction\Payment\Pay_Estimates\#3\Itr-050322-WWTF_Impr_Phase_3-Pay_Request_3_recommendation.docx

APPLICATION AND CERTIFICATION FOR PAYMENT

City of Nevada

TO OWNER:

PERIOD TO: 4/24/2022

APPLICATION NO: 3

Nevada Wastewater Improvements

PROJECT:

(Attached explanation if amount certified differs from the amount applied for. Initial all figures on this Commission Number 805939 My Commission Expires knowledge, information and belief the Work has progressed as indicated, the quality of the Work and belief the Work covered by this Application for Payment has been completed in accordance comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's CINDY BEHRENDS The undersigned Contractor certifies that to the best of the Contractor's knowledge, information Application and on the Continuation Sheet that are changed to conform to the amount certified) which previous Certificates for Payment were issued and payments received from the Owner, with the Contract Documents, that all amounts have been paid by the Contractor for Work for In accordance with the Contract Documents, based on on-site observations and the data is in accordance with the Contract Documents, and the Contractor is entitled to payment Date: S SUN SE Date: CONTRACT DATE: PROJECT NOS: ENGINEER'S CERTIFICATE FOR PAYMENT Culdy Redisorth and that current payment shown herein is now due. of the AMOUNT CERTIFIED. OWNER'S APPROVAL: CONTRACTOR ENGINEER: By: Ą. By: HR Green Michael Roth 61,750.00 7,077,000.00 7,077,000.00 203,200.53 131,290.50 6,883,959.50 10,160.03 193,040.50 VIA ENGINEER: Application is made for payment, as shown below, in connection with the Contract. ŝ 40 4 S ŝ S \$ S 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT. CONTRACTOR'S APPLICATION FOR PAYMENT 9. BALANCE TO FINISH, INCLUDING RETAINAGE..... a. 5% of Work Completed (Not including water main) 4. TOTAL COMPLETED & STORED TO DATE 3. CONTRACT SUM TO DATE (Line 1+2) (Total in Column I on Continuation Sheet) 6. TOTAL EARNED LESS RETAINAGE 2. Net change by Change Orders b. 5 % of Stored Material Continuation Sheet is attached. (Columns D + E on Continuation Sheet) 1. ORIGINAL CONTRACT SUM Total Retainage (Line 5a + 5b) 8. CURRENT PAYMENT DUE (Column F on Continuation Sheet) (Line 4 less Line 5 Total) FROM CONTRACTOR: (Line 6 from prior Certificate) Anamosa, Iowa 52205 Boomerang Corp 12536 Buffalo Road (Line 3 less Line 6) 5. RETAINAGE:

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Confrector's signed Certification, is altached. CONTINUATION SHEET

In tabulations below, amounts are stated to the nearest dolar, Use Column I on Contracts were variable retainage for line items may apply.

PERIOD TO: ENGINEER'S PROJECT NO.:

4/24/2022 60

APPLICATION NO:

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APPLICATION AND CERTIFICATE FOR PAYMENT, contellning Contractor's signed Certification, is altached.

4/24/2022

PERIOD TO: ENGINEER'S PROJECT NO.:

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APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is allached.

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In labutations below, amounts are stated to the nearest dollar.

4/24/2022

PERIOD TO: ENGINEER'S PROJECT NO.:

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MEMO

To: Nevada Mayor and City Council

From: Larry Stevens, PE

Subject: Monthly Project Update from HR Green

Date: May 5, 2022

On-Call Engineering Services - 40100100

HR Green provided the following on-call services:

- · Attended City Council and CIRTPA meetings
- Burke/City of Nevada Wastewater Treatment Agreement:
 - Reviewed and made numerous comments/suggestions for the Burke draft of the Agreement
 - Met with Burke and City staff to review the proposed Treatment Agreement on April 22.
- Provided guidance for the repair/replacement of the Fire Station sanitary sewer service.
- Assisted WW Superintendent with WW NPDES Permit chloride compliance schedule and meeting with IDNR.
- Met with City and Verbio staff to discuss WW Treatment Agreement.
- Assisted the WW Superintendent with stormwater permit issues at existing WW Treatment Plant after IDNR inspection.
- Completed the structural design of the Hattery Park Shelter. Drafted the Quotation Packet for the project.
- Water main relocations required for the S-14/6th Street Bridge Project:
 - Reviewed the laDOT plans to determine impact to City water mains.
 - Discussed the development of plan sheets for the City to be incorporated into the IaDOT's plan set.
 - At least three areas of conflicts that will require lowering City mains.
 - The water main relocations will be let as part of the IaDOT's project, but the cost will be borne by the City.
 - Final plans are required by November 1 for a January 2023 letting.
- Discussed how to best provide sanitary sewer service to the NW Subdivision and surrounding areas:
 - It was determined that there is potential to serve the NW Subdivision without a sewer lift station, but a more detailed survey and study is required. HR Green will provide the legal and topographic survey to do the study.
 - o In order to serve a larger portion of the undeveloped land northwest of Nevada, it was recommended that a sanitary sewer extension be constructed along S-14 from an existing large diameter (18") main on N Avenue. The first phase would be a sanitary sewer extension along S-14 beginning at N Avenue and extending to just north of the UPRR before this section of roadway is reconstructed this fall. A change order will be negotiated with Manatt's to complete this work as part of the street project and is estimated at nearly \$140,000.

Central Business District Infrastructure Improvements - 180306

- All work has been substantially completed.
- All punchlist items for rework or correction have been taken care of by the Contractor.
- Project acceptance documents, including the change order for field adjustments and the final pay request, will be presented to the City Council at their May 23 meeting.

Sponsored Projects - 191900

Nevada Sponsored Project Concept Design - 191900.02

- City-priority projects are,
 - Project A West Indian Creek (Lincoln Way to E Ave)
 - Council authorized contract to begin survey work before full leaf-out.
 - HRG is working with Marlys Barker to secure permission for survey crews to enter property.
 - Concept Design deliverables now approved by SRF staff.
 - Project B Tributaries to West Indian Creek
 - Council authorized contract to begin survey work before full leaf-out.
 - HRG is working with Marlys Barker to secure permission for survey crews to enter property.
 - HRG prompted IDNR reviewers to provide feedback on project concept.
 - IDNR issued request for additional information, HRG provided additional calculations, checklists and documentation information to fulfill IDNR requests.
 - Concept Design deliverables now approved by SRF staff.
 - Project C Harrington Park
 - HRG submitted a refined concept design, calculations, and checklists to IDNR for review and approval.
 - Per City direction, HRG worked with Story County and provided concept design to Story County Drainage District consultant for feedback on the design. Concept may involve (pending survey) work with existing drainage tile.
 - HRG staff held a coordination meeting on April 22 with City staff, Darren Moon (Story County Engineer) representatives of Drainage District #17, and IDNR staff to discuss Project C Harrington Park project.
 - Concept Design deliverables now approved by SRF staff.

Nevada Sponsored Project Final Design – 191900.03

 Professional Services Agreement being drafted and slated for Council consideration/approval at the May 9, 2022 meeting to pursue final design and construction administration of the projects listed above in 191900.02

GIS Services - 181696

- Cemetery Project
 - Mike Liska discussed the next phases for the Cemetery Project with Tim and Gene. Mike will be creating a new Work Order to take place this coming fiscal year to add in information on Cemetery Plots and Headstones that are visible on the Headstone photos. This will allow for the following phase to verify the plot location with the card file records and provide a search tool for the City and Public to start using to locate plots in the cemetery via an application that HR Green will develop.
- Training
 - Still have one additional day built in when and if needed by the city.

2021 Streets Project - 201191

- This project consists of the following:
 - Division 1
 - 11th Street from U to W Avenues full depth asphalt roadway with open ditches.

- Lincoln Highway mill and overlay from the bridge over the UPRR Connector Track to approximately 1900'.
- Division 2
 - S-14 (W 4th Street) from M Avenue to North of Railroad underpass Full-depth asphalt reconstruction.
- Manatt's, Inc. is the Contractor for the project.
- Road closure and milling of the asphalt surface on Lincoln Highway is scheduled to begin on May 4 and is expected to be completed in five working days, depending on weather.
- 11th Street Reconstruction may then start about the middle of May and be completed in two weeks.
- Division 2 work will not start until about September 1. The two stages, south of N Avenue and north of N Avenue, will each take about two weeks.
 - As previously mentioned, it is anticipated a change order will be approved to extend sanitary sewer along this project route from N Avenue to north of the UPRR, which will likely require an additional two weeks of construction.
- Obviously, these anticipated schedules are subject to weather.

Wastewater Treatment Facility - 160473

- Phase 1, Site Preparation:
 - Work was completed as of 5/14/21.
 - Change Order #1 approval received from IDNR.
 - Completed AIS site inspection with IDNR on 12/17/21.
- Phase 2, WWTF Plant:
 - Held construction progress meeting with WBCI on 4/20.
 - Current work items underway includes: Concrete work for Headworks Building,
 Oxidation Ditch, Secondary Treatment Building, Aerobic Digester, and Return Pump Station.
 - HRG is working on shop drawing submittal reviews and responding to contractor questions.
 - WBCI indicated at April progress meeting that there progress schedule still shows project is significantly behind schedule to meet current contract completion dates.
 - HRG has reviewed January and February weather delay claim from WBCI and made a recommendation to award 13 working days of time extension to be addressed via change order.
 - HRG is coordinating with hydrogeologist and well driller regarding private well exploration for on-site potable water service needs.
 - HRG is planning for site tour for City staff and Council to view work progress in near future; date and time TBD.
- Phase 3, Lift Station:
 - Held construction progress meeting with Boomerang on 4/20.
 - HRG is working on shop drawing submittal reviews and responding to contractor questions.
 - HRG has issued a Work Change Directive to decrease lift station pump cost by \$50,000.
 - HRG has requested a proposal on changes to floor hatches that will decrease the Contract Price.
 - Boomerang mobilized on 4/7 and has setup layout area; installed temporary access road; started excavation; and is working on installing sheeting for excavation.
- Phase 4. Force Main and Trunk Sewer:
 - Bid award made on 3/28/22 to OnTrack Construction.
 - o Contract documents and compliant certificates of insurance received from OnTrack
 - Notice to Proceed was issued on 4/27/22.

- Additional Phase 1 Cultural Survey work was completed and submitted to IDNR on 3/30; awaiting final FONSI issuance from IDNR (expected on 5/30/22).
- o Pre-construction meeting with OnTrack anticipated in the next couple of weeks.
- o Trunk sewer easements:
 - JCG Land Services has issued "final notice" letters to property owners that have not signed; Brick-Gentry to advise on next steps.
 - JCG has forwarded files for property owners that signed Purchase Agreements for City to take formal action
 - JCG to present Purchase offer to 1 new property owner due to sale of property by previous owner
- lowa DOT Right-of-Way permits received
- Story County utility permit applications have been submitted and to be presented to Board of Supervisors (possibly on 5/10/22 meeting agenda)

Jordan Well No. 4 Abandonment - 191227

 Change Order No. 1 was approved at last Council Meeting. Northway is proceeding and scheduling the Work.

City Administrators Report

April 21-May 5, 2022

Pizza Pie-looza

I week out, things are going well. Just hoping the weather will hold up for an enjoyable day and night. Next year, should not be as hectic since we will have the base set.

100-year anniversary

Rotary had their 100-year anniversary this past Sunday. There was a recap over the decades, music, and food. We have a strong group in Nevada and they have helped a lot of people and groups over the years.

Ag Breakfast

This breakfast was at the Ames Chamber. This was the first time they have had this particular breakfast pertaining to Ag. There was a good turn out and the presentation was over the electrical grid and the ramifications of overloading it. The real message was on how we as a society need to continue to promote and support our farmers as ethanol is becoming more and more relevant.

NEDC Breakfast

The NEDC Breakfast also had a good turnout and it was fun to hear about all the projects that were completed and worked on over the past year. Sometime we forget about some of the accomplishments, so it was nice to see it on paper.

Leadership

Leadership was at the school this time. I was not aware of all the cool things the school is doing. Also made me aware of a lot of situations we do not think about such as food and different kinds of learning. It would have been nice to have some of these opportunities in Highschool. There are so many tools Nevada's School District provide for our students, very impressed.

ESRI Training

Some staff will be participating in ESRI training; our mapping software, this will help educate staff on how to use the devices we will be purchasing and also how to map the locations.

UPDATES:

Lincoln HWY Days

Met with the group to go over this year's festival, moving along.

Verbio Agreement

Still waiting on the agreements to come back. Hoping Soon.

Burke Agreement

Meeting went well on the 22nd. There were a lot of changes but did not push us back further than we were. HR Green is working on the updates.

MetroNet

Waiting to figure out the hold up on getting service. Also trying to figure out why they haven't run fiber in certain parts of the town.

Workforce Committee

Next meeting May 16th

Dorsey and Whitney

Moving along with several agreements will be seeing them on the agenda.



STAFF MEETING AGENDA

Monday, May 2 @ 9:00 A.M

A. One Organization & Noteworthy:

- a. Name one positive thing that happened last week?
- b. What Department did you help this last week?

B. Old Business

- a. City Administrator
 - i. Winery/Brewery
 - ii. Hotel
 - iii. Housing
 - iv. Ag and NEDC Breakfast
 - v. Verbio
 - vi. ICS Training- May 10: 9-11am

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



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

May 2022

TO: Mayor - City Council Members

City Administrator Jordan Cook

FROM: Kerin Wright, City Clerk

Erin Mousel and I attended the Iowa Municipal Finance Officers Conference in Des Moines last month. We had several good workshops. One was from the Office of the Chief Information Officer who provided that they will be reaching out to cities to offer assistance managing their technology infrastructure.

Erin and I worked through the annual cemetery report that is due by April 30th.

D.A. Davidson is working through several scenarios for the upcoming rate structures that will be required for the wastewater project. Our plan is to have Michael Maloney attend a meeting in the future to help us obtain the best option.

We are still working with the state auditors as they continue to ask for additional items from us before the final draft is provided. We are also working with D.A. Davidson to provide our continuing disclosure for our bond reporting. Don Rouse and Ryan Hutton help to complete this reporting.

Great Western Bank will make the switch to their new owner, First Interstate Bank, on May 23rd. We will begin the transition and have a few months to work through those changes.

Jordan and I have been working with Dorsey and Whitney to finalize several agreements with developers.

NEVADA PUBLIC SAFETY DEPARTMENT



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



Ricardo Martinez II Public Safety Director Chief of Police

To: Mayor and City Council

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

Date: Wednesday, May 4th, 2022

Ref: Report for City Council Meeting for Monday, May 9th, 2022

Staffing

Officer Matt Celentano is a first-time father! Chloe Ann Celentano (8 lbs, 4 oz, 20.5") was born 4/24/2022. All went well, all are fine. Officer Celentano will return to work May 12th.

Lane VanderHart was hired and sworn in at the April 25th City Council Meeting. The NPSD is now at full staff. Officer VanderHart started his training at the Iowa Law Enforcement Academy Basis School on Tuesday, May 3rd, 2022, concluding in August, 2022.

Sgt. Chris Brandes returned Tuesday, May 4th, from three weeks active military duty.

Training

Sgt. Andrew Henderson successfully completed the Law Enforcement Intelligence Network and is back on regular duty.

Trainings will be available for staff and several have been registered. With a full staff it is much easier to provide these opportunities.

Respectfully submitted,

Ricardo Martinez II Public Safety Director Chief of Police

NEVADA PUBLIC SAFETY DEPARTMENT



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

Ricardo Martinez II Public Safety Director Chief of Police



MEMORANDUM

TO:

Ricardo Martinez, Public Safety Director

FROM:

Ray Reynolds, Director of Fire and EMS

DATE:

May 2, 2022

REF:

Activity report for Trustees, City Council and Honorable Mayor.

Total Calls to date for year:

218

Fires for April 2022:

3

EMS calls for April 2022:

33

Good intent calls for April 2022:

7

Community supported events for April 2022:

5

Narcan used this month:

2

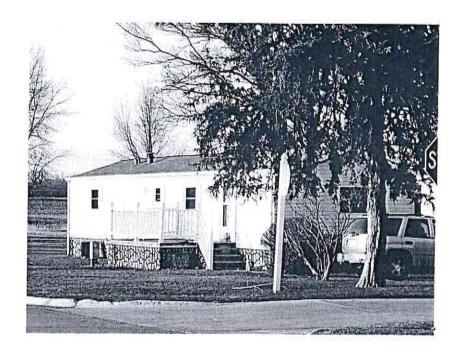
Narcan was deployed on a patient who ended up having a cardiac arrest related to a recent medical procedure involving a spinal pump for pain. Not an overdose case but related to analgesic pain medication administration.

Fire Rescue Event

On April 21, 2022, around 5 pm, most of you know we had a structure fire at 10 Maple, lot 101. The first arriving engine crew of 6 people connected the engine to a hydrant, made entry into the burning home, pulled a dog out that was located by the front door, put the living room and kitchen fire out (in flashover conditions), and successfully pulled the injured and breathing home owner out of the home. The home owner lived for 12 hours and was pronounced deceased the following morning after being flown to the U of I burn center.

What was significant about this fire event relates to the training our staff have been conducting within the last 3 months. The NFPA 1410 drill we performed last month under timed conditions set this crew up for success while carrying out the rescue during this fire. They connected to a hydrant near the engine, they deployed hose lines, and they put the fire out within seconds of making entry into the mobile home in super-heated floor to ceiling black smoke conditions.

The two persons inside responsible for removing the patient from the burning structure are firefighters who completed their first year with the fire department. The technique they used to remove the homeowner was taught less than 30 days before this incident. One of the two firefighters is taking firefighter 1 class from our successful AFG grant. He is almost ready to test for certification. There is a misnomer volunteer fire departments are less prepared to fight fires then other types of departments. This fire department's training regimen is more frequent and more intensely paced than other departments I have seen or been a part of.



This photo was taken after the fire was extinguished. The picture is misleading in that the entire inside of the home is blackened by soot and fire damage while the outside looks undamaged. This fast-moving fire was caused by smoking with an oxygen concentrator operating.

The response to this fire event included 5 apparatus involving 27 members from Nevada Fire, EMS, and Rehab Support Operations. Mutual aid companies arrived on scene from Cambridge and Colo but were released almost immediately. (Note: The last person pulled from a burning building in Nevada occurred at 919 6th Street apartments in 2015.) This is the second fatal fire in Nevada since 2014.

Continuously seeking grants for equipment, engaging in quality training, having support from city officials, and rural townships is making a difference in the competency of the Nevada FD.

Line of Duty Death Classification for Capt. Brad Tendall

Shortly after Brad Tendall's passing, I was researching benefits for Jessica Tendall and discovered a federal covid clause added to the Department of Justice, Line of Duty Death Benefit (LODD). I worked with Jessica Tendall to complete the federal application and on Tuesday received notification the death benefit will be awarded to Jessica in the amount of \$386,000. This is a significant help to the family. We continue to work so Brad Tendall's name is inscribed on the 2021 LODD plaque for honor at the National Fallen Firefighters Memorial in Emmitsburg, Maryland.

Because of this DOJ death benefit award, many resources are now open to the family in the way of support. The kids will be eligible to attend a kid's camp in Colorado. The family will be entitled to certain health benefits and counselling. The national ceremony will be held October 8-9 and I suspect the association will fund Jessica and the two boys to attend and be honored.

Hydrant Painting

As the weather improves, we will begin the two-year cycle of painting our fire hydrants and spinning all the caps on and off. This assures we will have working fire hydrants when needed.



May 2022

TO: City Council

Continuing to process in coming permits and continuing inspections on building projects.

The next Rental Code meeting is June 27th after the city council meeting.

I have turned in Tax Abatement applications.

Construction on main street has been finished, and items needing fixed have been addressed.

Respectfully,

Ryan Hutton Building and Zoning Official For: May 9, 2022 Council Meeting

To: Mayor

Nevada City Council City Administrator

From: Erin Coughlin, Library Director

Nevada Public Library Council Report

- We are finalizing plans for our Summer Learning Challenge, which will kick off with a BBQ event in Patton Park (next to the library) on June 11 from 11 am 2 pm, and will wrap up with a Movie Under the Stars at SCORE Park on July 15 at 9 pm. We have lots of events for children, teens, and adults throughout the five weeks and we're excited for most of the staffs first summer reading at NPL!
- We will be having painting done at the library sometime in May or June. I'm getting quotes
 this week and will have them start as soon as they can since it was budgeted for FY 22.
- I will be graduating with my MLIS from the University of Iowa on May 14, 2022, and although I already received my Public Library Certification (Director Endorsement) through the state earlier this year, this will complete my formal education and the job requirement I was missing when I was hired.
- I'll be completing staff evaluations this month, and we are hiring and training two new Library Clerk Interns (formerly Student Clerks) this month.

LIBRARY BOARD OF TRUSTEES MONDAY, APRIL 18, 2022, 5:00 P.M.

Chairperson Allison Severson presided and convened the regular meeting of Nevada Library Board of Trustees on Monday, April 18, 2022 at 5:00 p.m. at the Nevada Public Library, 631 K Avenue, Nevada, Iowa. The agenda was posted on the official bulletin board in compliance with the openmeeting law.

The roll was called indicating that the following named Trustees were present and absent. Present: Priscilla Gammon, Tim McLaughlin, Theresa Presley, Adam Riedell, and Allison Severson. Absent: Peter Korsching (arrived at 5:02 p.m.) and James Woodard.

Others in attendance were Library Director Erin Coughlin, Donna Mosinski, Dr. Zach Stiers, and Dr. Connie Beecher.

Motion by Board Member Tim McLaughlin, seconded by Board Member Theresa Presley, to <u>approve</u> <u>the agenda</u> as posted. The roll being called, the following named members voted. Ayes: McLaughlin, Presley, Riedell, Severson, and Gammon. Nays: None. Chairperson Allison Severson declared the motion carried.

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

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

- (1) Approve minutes of the March 21, 2022 regular meeting
- (2) Approve April 2022 claims totaling \$10,922.92 (see attached list)
- (3) Accept and place on file the Director's memo dated April 15, 2022
- (4) Accept and place on file the March 2022 financial report

The roll being called, the following named board members voted. Ayes: McLaughlin, Riedell, Severson, Gammon, and Presley. Nays: None. Chairperson Allison Severson declared the motion carried.

Peter Korsching arrived at 5:02 p.m.

Dr. Zach Stiers and Dr. Connie Beecher presented the Little Engines Pilot Program, an early literacy program that includes family engagement. This free program includes bags of books and activities created for individual families along with links to videos for parents and children to watch. Currently this is used on a mobile app and they are looking into adding programing for libraries to hold in person group activities. The presentation and discussion lasted for 28 minutes for continuing education. The presenters have asked that the Nevada Library join in the pilot program. The Assistant Library Director, Amanda Zagloba, would also like it to be considered and has several families in mind to go through the program.

Motion by Board Member Tim McLaughlin to close the library on May 14 at 1:00 p.m. for the Pizza-Pie-Looza event happening downtown.

Board Member Tim McLaughlin withdrew his motion.

Motion by Board Member Tim McLaughlin, seconded by Board Member Theresa Presley, to close the library the whole day on May 14 for the Pizza-Pie-Looza event happening downtown. The roll being called, the following named members voted. Ayes: McLaughlin, Presley, Riedell, Severson, Gammon, and Korsching. Nays: None. Chairperson Allison Severson declared the motion carried.

The board reviewed computer privacy and solutions for confidentiality at the computer stations. They asked Erin to put together some proposals to the next meeting.

Motion by Board Member Adam Riedell, seconded by Board Member Tim McLaughlin, to approve the Material Selection and Reconsideration Policy and Form as amended. The roll being called, the following named members voted. Ayes: Riedell, McLaughlin, Presley, Severson, Gammon, and Korsching. Nays: None. Chairperson Allison Severson declared the motion carried.

Motion by Board Member Priscilla Gammon, seconded by Board Member Tim McLaughlin, to approve the Library Clerk Internship job description and starting wage at \$9.00 per hour. The roll being called, the following named members voted. Ayes: Gammon, McLaughlin, Presley, Riedell, Severson, and Korsching. Nays: None. Chairperson Allison Severson declared the motion carried.

Library Director Erin Coughlin reported on:

- The in-service day was productive, they got the summer programs planned out.
- There needs to be upgrades to the buildings security system. Erin will be getting quotes on cameras and a new system.
- They had several people attend the first Midwest Author Series event.
- They are renewing the Adventure Pass for 2022 using some funds from the Library Trust.
- Erin will graduate on May 14th.

The next meeting will be held at 5:00 p.m. Monday, May 16, 2022.

There being no further business to come before the Board, it was moved by Board Member Tim McLaughlin, seconded by Board Member Peter Korsching, to <u>adjourn the meeting</u>. The roll being called, the following board members voted. Ayes: McLaughlin, Korsching, Presley, Riedell, Severson, and Gammon. Nays: None. Chairperson Allison Severson declared the motion carried. At 6:23 p.m. she adjourned the meeting.

IOWA ECONOMIC DEVELOPMENT AUTHORITY

1963 Bell Avenue, Suite 200 | Des Moines, Iowa 50315 USA | Phone: 515,348.6200 iowaeda.com



April 27, 2022

Honorable Brett Barker, Mayor City of Nevada 1209 6th St Nevada, Iowa 50201

SUBJECT: 2022 Downtown Housing Grant (22-ARPDH-040)

Dear Mayor Barker:

I am pleased to inform you the Iowa Economic Development Authority (IEDA) has awarded the City of Nevada a Downtown Housing Grant in an amount not to exceed \$200,000. These funds are to be used for 1114 6th Street in the City of Nevada as stated in the grant application. The grant is funded with State and Local Fiscal Recovery Funds authorized under the American Rescue Plan Act of 2021.

No grant funds will be disbursed until the applicant and the lowa Economic Development Authority have executed a contract. The contract template is currently under review. Once the review is completed, we will send the contract to you. Once received, please review the document thoroughly; affix your signature and return it to IEDA within thirty days of the contract receipt date. Upon receipt, IEDA will execute the contract and upload a copy to lowaGrants.gov for your records.

IF THE CONTRACT IS NOT FULLY EXECUTED, THE AWARD OF FUNDS SHALL BE RESCINDED AND NO DISBURSEMENT WILL BE MADE TO REIMBURSE THE CITY FOR ANY COSTS INCURRED.

If you have any questions, please contact your project manager, Nick Sorensen, at 515.829.2436 or by e-mail at Nick.Sorensen@lowaEDA.com.

IEDA looks forward to working with the City of Nevada on its Downtown Housing project once all conditions to the award have been met and the contract is fully executed.

Sincerely,

Deborah V. Durham Executive Director

File: IowaGrants.gov

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