



COPY

AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, MARCH 27, 2023 – 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/85159572027?pwd=LzJ0V0F2aEtoOEZxSkY4VGVTdHBpdz09>

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

Webinar ID: 851 5957 2027 Password: 287321

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

Please call City Hall at 515-382-5466 or email kwright@cityofnevadaiaowa.org by 4:00 p.m. Monday, March 27, 2023

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. Approval of CONSENT AGENDA (Any item on the Consent Agenda may be removed for separate consideration.)
 - A. Approve Minutes of the Regular Meeting held on March 13, 2023
 - B. Approve Payment of Cash Disbursements, including Check Numbers 79465-79524 and Electronic Numbers 1304-1312 (Inclusive) Totaling \$1,780,517.23 (See attached list)
 - C. Review and Approve Changes to Van Houweling Properties II, LLC Development Agreement
 - D. Review and Approve VIP Priority Facility Agreement – Emergency Response Contract

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. Recognition of First Responders

6. OLD BUSINESS

- A. Replacement of Hattery Park Shelter

- B. Consideration of Furniture for Field House

- C. Discussion and Appropriate Follow-up Regarding Copiers & Printers at City Hall

- D. Resolution No. 082 (2022/2023): A Resolution Approving the Sale of Land to Second Van Houweling Property, LLC

- E. Ordinance No. 1042 (2022/2023): An Ordinance Amending Chapter 106 of the City Code of Ordinances of the City of Nevada, Iowa, 2022, Regarding the Collection of Solid Waste, Second Reading

- F. Ordinance No. 1043 (2022/2023): An Ordinance Amending the City Code of Ordinance of the City of Nevada, Iowa, 2022 to Adopt Chapter 29, Establishing a Public Arts Advisory Commission, Second Reading

7. NEW BUSINESS

- A. Ordinance No. 1044 (2022/2023): An Ordinance Amending Chapter 65 (Stops Required by Vehicles Entering Stop Intersection) For Additional Stop Signs on H Avenue

- B. Approve Bid for Story Walk Signs along Trail

- C. Approve Bid for Crushing Concrete – Public Works

- D. Approve Bid for Tree and Fence Removal at WWTP

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

9. ADJOURN

The agenda was posted on the official bulletin board on March 23, 2023, in compliance with the requirements of the open meetings law.

Posted _____

E-Mailed _____

F:\OFFICE\COUNCIL\AGENDAS-COUNCIL\2022-2023\2023-03-27.DOC



**MEMO FOR
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, MARCH 27, 2023 – 6:00 P.M.**

4. Approval of CONSENT AGENDA (Any item on the Consent Agenda may be removed for separate consideration.)
 - C. Review and Approve Changes to Van Houweling Properties II, LLC Development Agreement
Enclosed you shall find two copies of the development agreement. The first was approved by Council and signed by Mayor. The second is signed by Van Houweling; however, they have made a change to page one of their signed copy. Council is asked to consider approving the revised development agreement in the consent agenda.
 - D. Review and Approve VIP Priority Facility Agreement – Emergency Response Contract
Enclosed you shall find the Emergency Response Contract with Rainbow Restoration of Des Moines – a company that offers restoration services in the event of an emergency.
5. PUBLIC FORUM:
 - A. Recognition of First Responders
During this time the man who suffered a cardiac arrest during the ice storm on 2/22/2023 would like to thank the first responders who resuscitated him. There will be a photo and presentation of a care package as well.
6. OLD BUSINESS
 - A. Replacement of Hattery Park Shelter
Enclosed you shall find the council action form explaining the history and process for replacing the shelter at Hattery Park, as well as the documents verifying the total cost of the project.
 - B. Consideration of Furniture for Field House
Enclosed you shall find the action form and quotes as well as staff's recommendation.
 - C. Discussion and Appropriate Follow-up Regarding Copiers & Printers at City Hall
Enclosed you shall find the action form and proposals from different companies to upgrade the current copiers/printers, as well as staff's recommendation.
 - D. Resolution No. 082 (2022/2023): A Resolution Approving the Sale of Land to Second Van Houweling Property, LLC
Enclosed you shall find the resolution and agreement approving the sale of land on Airport Road to Van Wall (Second Van Houweling Property, LLC).

- E. Ordinance No. 1042 (2022/2023): An Ordinance Amending Chapter 106 of the City Code of Ordinances of the City of Nevada, Iowa, 2022, Regarding the Collection of Solid Waste, Second Reading

Enclosed you shall find the second reading for a revised ordinance for garbage haulers, allowing for the revocation of their license if there have been repeated violations.

- F. Ordinance No. 1043 (2022/2023): An Ordinance Amending the City Code of Ordinance of the City of Nevada, Iowa, 2022 to Adopt Chapter 29, Establishing a Public Arts Advisory Commission, Second Reading

Enclosed you shall find the second reading for an ordinance adding the establishment of a public arts advisory commission.

7. NEW BUSINESS

- A. Ordinance No. 1044 (2022/2023): An Ordinance Amending Chapter 65 (Stops Required by Vehicles Entering Stop Intersection) For Additional Stop Signs on H Avenue

Enclosed you shall find the first reading of an ordinance adding additional stop signs on H Avenue at the intersection of 11th Street and H Avenue.

- B. Approve Bid for Story Walk Signs along Trail

Enclosed you shall find the council action form and proposals for story walk signs along Wilson's trail loop, and staff's recommendation.

- C. Approve Bid for Crushing Concrete – Public Works

Enclosed you shall find the council action form and bids, as well as staff's recommendation to have excess broken up concrete crushed and used for other purposes.

- D. Approve Bid for Tree and Fence Removal at WWTP

Enclosed you shall find the council action form, bids, and staff's recommendation for tree and fence removal at the new WWTP site.

NEVADA CITY COUNCIL - MONDAY, MARCH 13, 2023 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, March 13, 2023, 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, Sandy Ehrig. Absent: Steve Skaggs.

Staff Present: Jordan Cook, Kerin Wright, Erin Mousel, Tim Hansen, Joe Mousel, Ray Reynolds, Josh Cizmada, Ryan Hutton. Erin Clanton attended via zoom.

Also in attendance were: Derek Thomas, Peter Thomas, Karen Selby

3. APPROVAL OF AGENDA

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

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

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

- A. Approve Minutes of the Regular Meeting held on February 27, 2023
- B. Approve Payment of Cash Disbursements, including Check Numbers 79401-79464 and Electronic Numbers 1287-1303 (Inclusive) Totaling \$638,725.40 (See attached list) and the First Interstate Card Purchases for the March 19, 2023 Statement, total \$5,548.13
- C. Approve Financial Reports for month of February, 2023
- D. Approve Renewal for Class "E" Retail Alcohol License, Casey's Marketing Co d/b/a Casey's General Store #3319, 1800 South B Avenue, Effective April 30, 2023
- E. Approval of 3-month extension of HR Green Master Agreement for Municipal Services
- F. Resolution No. 080 (2022/2023): A Resolution approving the REVISED Fiscal Year 2023/2024 Maximum Property Tax Dollars for the City of Nevada, Iowa
- G. Schedule Public Hearing on Fiscal Year 2023/2024 Budget for April 10, 2023 at 6:00 p.m. and Authorize Publication of Notice on March 23, 2023
- H. Schedule Public Hearing on Fiscal Year 2023/2024 Capital Improvements Program for April 10, 2023 at 6:00 p.m. and Authorize Publication of Notice on March 23, 2023
- I. Approve changes to Lincoln-Jefferson Highways Heritage (LJHH) Park and Parking Lot Rules and Regulations
- J. Approve Special Use Permit for Auto Service & Body Repair Shop at 1123 12th Street
- K. Approve Tax Abatement:

1. Permit #BP2022-0025, 901 S Glen Avenue, New Home
2. Permit #BP2018-0101, 630 4th Street, Home Remodel
3. Permit #BP2022-0026, 251 West E Ave, New Garage
4. Permit #BP2022-0049, 1335 2nd Street, Addition
5. Permit #BP2022-0001, 935 G Avenue, Full Remodel
6. Permit #BP2021-0196, 916 11th Street, New House
7. Permit #BP2022-0051, 1860 10th Street, New Garage

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

5. OLD BUSINESS

- A. Approve Change Order No. 3 for WWTF Improvements-Phase 2 from Williams Brothers Construction Inc. in the amount of \$1,109.00

Motion by Jason Sampson, seconded by Barb Mittman, to approve Change Order No. 3 for WWTF Improvements-Phase 2 from Williams Brothers Construction Inc. in the amount of \$1,109.00. After due consideration and discussion the roll was called. Aye: Sampson, Mittman, Nealson, Ehrig, Hanson. Nay: None. The Mayor declared the motion carried.

- B. Approve Pay Request No. 21 for WWTF Improvements-Phase 2 from Williams Brothers Construction Inc. (WBCI) in the amount of \$493,589.69

Motion by Brian Hanson, seconded by Sandy Ehrig, to approve Pay Request No. 21 for WWTF Improvements-Phase 2 from Williams Brothers Construction Inc. (WBCI) in the amount of \$493,589.69. After due consideration and discussion the roll was called. Aye: Hanson, Ehrig, Mittman, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

- C. Approve Pay Request No. 12 for WWTF Improvements-Phase 3 from Boomerang Corp. in the amount of \$130,720.00

Motion by Jason Sampson, seconded by Brian Hanson, to approve Pay Request No. 12 for WWTF Improvements-Phase 3 from Boomerang Corp. in the amount of \$130,720.00. After due consideration and discussion the roll was called. Aye: Sampson, Hanson, Mittman, Nealson, Ehrig. Nay: None. The Mayor declared the motion carried.

- D. Approve Pay Request No. 6 for WWTF Improvements-Phase 4 from OnTrack Construction, LLC in the amount of \$431,965.56

Motion by Barb Mittman, seconded by Jason Sampson, to approve Pay Request No. 6 for WWTF Improvements-Phase 4 from OnTrack Construction, LLC in the amount of \$431,965.56. After due consideration and discussion the roll was called. Aye: Mittman, Sampson, Ehrig, Hanson, Nealson. Nay: None. The Mayor declared the motion carried.

- E. Approve Pay Request No. 8 for the Field House from HPC LLC in the amount of \$447,395.85

Motion by Sandy Ehrig, seconded by Brian Hanson, to **approve Pay Request No. 8 for the Field House from HPC LLC in the amount of \$447,395.85.** After due consideration and discussion the roll was called. Aye: Ehrig, Hanson, Mittman, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

6. NEW BUSINESS

- A. Discussion and Appropriate Follow-up on request for high usage utility account for 1043 C Avenue

Motion by Barb Mittman, seconded by Jason Sampson, to **do nothing at this time regarding the high usage request at 1043 C Avenue.** After due consideration and discussion the roll was called. Aye: Mittman, Sampson, Ehrig, Hanson, Nealson. Nay: None. The Mayor declared the motion carried.

- B. Ordinance No. 1042 (2022/2023): An Ordinance Amending Chapter 106 of the City Code of Ordinances of the City of Nevada, Iowa, 2022, Regarding the Collection of Solid Waste, First Reading

Motion by Jason Sampson, seconded by Brian Hanson, to **approve Ordinance No. 1042 (2022/2023), first reading.** After due consideration and discussion the roll was called. Aye: Sampson, Hanson, Mittman, Nealson, Ehrig. Nay: None. The Mayor declared the motion carried.

- C. Ordinance No. 1043 (2022/2023): An Ordinance Amending the City Code of Ordinance of the City of Nevada, Iowa, 2022 to Adopt Chapter 29, Establishing a Public Arts Advisory Commission, First Reading

Motion by Sandy Ehrig, seconded by Barb Mittman, to **approve Ordinance No. 1043 (2022/2023), first reading.** After due consideration and discussion the roll was called. Aye: Ehrig, Mittman, Nealson, Sampson, Hanson. Nay: None. The Mayor declared the motion carried.

- D. Approve Bid for Well #5 Rehab for the Water Department

Motion by Brian Hanson, seconded by Jason Sampson, to **approve Option 1, bid from Northway Well Company in the amount of \$15,250.00 for the rehab of Well #5.** After due consideration and discussion the roll was called. Aye: Hanson, Sampson, Ehrig, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

- E. Resolution No. 081 (2022/2023): A Resolution Approving the Purchase of Land and Authorizing the Clerk to Issue Payment Therefore

Motion by Dane Nealson, seconded by Jason Sampson, to **adopt Resolution No. 081 (2022/2023).** After due consideration and discussion the roll was called. Aye: Nealson, Sampson, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

- F. Approve Neighborhood Improvement Incentive Program in the amount of \$1,000, Beaston 707 T Avenue

Motion by Jason Sampson, seconded by Sandy Ehrig, to **approve Neighborhood Improvement Incentive Program in the amount of \$1,000, Beaston 707 T Avenue.**

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

7. ADJOURNMENT

There being no further business to come before the meeting, motion by Dane Nealson, seconded by Jason Sampson, to **adjourn the meeting.** Following voice vote, the Mayor declared the motion carried at 6:23 p.m. the meeting adjourned.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Published: _____

Council Approved: _____

CITY OF NEVADA
CLAIMS REPORT FOR MARCH 27, 2023
3/14/23 THRU 3/27/23

| VENDOR | REFERENCE | AMOUNT | CHECK # |
|-----------------------|--------------------------|---------------|----------------|
| WAGeworks | FSA 2022 PMTS | 892.40 | 1304 |
| VERIZON | LIB/WTR/WWT-SVCS | 240.06 | 79465 |
| WINDSTREAM | POOL-INTERNET | 6.59 | 79466 |
| JOHN DEERE FIN | STS-HARDWARE | 16.98 | 79467 |
| ON TRACK | WWTF-PH4-PR#6 | 431,965.56 | 79468 |
| WILLIAMS BROTHERS | WWTF-PH2-PR#21 | 493,589.69 | 79469 |
| BOOMERANG | WWTF-PH3-PR#12 | 130,720.00 | 79470 |
| GREAT WESTERN BANK | STS-CONF J MOUSEL | 5,548.13 | 1305 |
| QUILL CORPORATION | LIB-SUPPLIES | 5.84 | 79471 |
| COMPUTER RES SPEC | LIB-IT SVCS | 225.00 | 79472 |
| GRAINGER | LIB-DISPENSER | 28.16 | 79473 |
| BAKER & TAYLOR | LIB-MATERIALS | 1,880.69 | 79474 |
| DEMCO INC | LIB-SUPPLIES | 234.50 | 79475 |
| CONSUMERS ENERGY | ALL-UTILITIES | 7,904.56 | 79476 |
| STORY CO FAIR ASS | LIB-CHRISTY HALL RENTAL | 75.00 | 79477 |
| STORY CO FAIR ASS | LIB-CHRISTY HALL DEPOSIT | 500.00 | 79478 |
| CENTER POINT | LIB-MATERIALS | 338.61 | 79479 |
| CENGAGE | LIB-MATERIALS | 461.81 | 79480 |
| HPC LLC | FH2022-PR#8 | 447,395.85 | 79481 |
| RIVISTAS LLC | LIB-SUBSCRIPTIONS | 3,516.39 | 79482 |
| MIDWEST TAPE | LIB- MATERIALS | 513.26 | 79483 |
| AMAZON | LIB-MATERIALS | 118.86 | 79484 |
| UNIQUE MNGMT SVCS | LIB-PLACEMENTS | 65.00 | 79485 |
| MOORE, WARREN | LIB-REFUND | 15.59 | 79486 |
| WAGeworks | FSA 2022 PMTS | 264.68 | 1306 |
| IPERS | IPERS | 34,311.54 | 1307 |
| TREASURER STATE OF IA | STATE TAXES | 7,479.23 | 1308 |
| EFTPS | FED/FICA TAX | 24,703.14 | 1309 |
| HUTTON, RYAN | HSA | 275.41 | 1310 |
| SYDNES, KELLAN | HSA | 50.00 | 1311 |
| CORNISH, DEVIN | HSA | 50.00 | 1312 |
| AMER'N FAMILY | AFLAC | 966.94 | 79488 |
| MISSION SQUARE | DEFERRED COMP | 972.50 | 79489 |
| COLLECTION SVSC CTR | CHILD SUPPORT | 305.71 | 79490 |
| BIG 8 TYRE | PKM-OIL/WIPER BLADE | 52.44 | 79491 |
| ALLIANT | STS/CD-K AVE/SIREN | 88.39 | 79492 |
| MARTIN MARIETTA | STS-GRAVEL | 1,561.25 | 79493 |
| NEVADA VET CLINIC | PD-ANIMAL CONTROL | 194.40 | 79494 |
| STATE HYGIENIC LAB | WWT-LAB ANALYSIS | 2,455.50 | 79495 |
| COMPUTER RES SPEC | ALL-IT SVCS | 9,700.95 | 79496 |
| ARNOLDS | STS/WTR-SUPPLIES | 259.09 | 79497 |
| IA ONE CALL | WTR/WWT-ONE CALL | 62.50 | 79498 |

| | | | |
|------------------|----------------------------|-----------|-------|
| HACH | WTR-CHEMICALS | 1,084.26 | 79499 |
| NOVELTY PLUS | STS/WTR-GLOVES | 490.44 | 79500 |
| IA ASSN MUN UTIL | STS/WTR/WWT-23/24 DUES | 1,065.00 | 79501 |
| GATEHOUSE | PUBLIC NOTICES | 596.82 | 79502 |
| HOKEL | STS-HOSE/SUPPLIES /ANCHOR | 216.53 | 79503 |
| GOOD AND QUICK | CEM-DEF | 16.99 | 79504 |
| JOLEN LETTOW | ADM-FY24 GCMOA DUES | 25.00 | 79505 |
| STAPLES | WTR-INK | 68.98 | 79506 |
| REESE ELECTRIC | WTR-PUMP | 2,255.00 | 79507 |
| WINDSTREAM | LIB/PD-PHONES | 157.50 | 79508 |
| HR GREEN | SRF SPONS PROJ FNL DES/WTR | 44,097.00 | 79509 |
| GRIMES ASPHALT | STS-COLD MIX | 1,131.20 | 79510 |
| BRICK GENTRY | ALL-LEGAL | 8,655.00 | 79511 |
| JETCO | WTR-FLOW TRANSMITTER/TU | 4,146.00 | 79512 |
| CENTRAL IA WATER | WTR/LWE RW WATER4/2023 | 475.59 | 79513 |
| BEASTON,TERENCE | NIIP-BEASTON | 1,000.00 | 79514 |
| QUADIENT | ALL-POSTAGE | 1,000.00 | 79515 |
| RACOM CORP | PD-RADIO RPR | 3,566.95 | 79516 |
| MENARDS | STRM INTAKE | 10.98 | 79517 |
| JMT TRUCKING | STS-TRUCKING | 624.50 | 79518 |
| SYDNES, KELLAN | PD-UNIFORM | 114.00 | 79519 |
| MADISON NAT LIFE | ALL-LIFE INS | 418.78 | 79520 |
| BLACKSTRAP | STS-SALT | 20,875.10 | 79521 |
| RANGEMASTERS | PD-UNIFORMS | 1,853.69 | 79522 |
| AMAZON | WWT/CH-FLOW CONTROL TIM | 204.64 | 79523 |
| EJS SUPPLY | STS-PLATES | 1,360.00 | 79524 |

| | |
|--------------------------|---------------------|
| Accounts Pay Total | 1,705,522.15 |
| Payroll Checks | 74,995.08 |
| ***** REPORT TOTAL ***** | <u>1,780,517.23</u> |

| | |
|------------------------|---------------------|
| GENERAL | 119,408.58 |
| ROAD USE TAX | 43,925.64 |
| LOCAL OPTION SALES TAX | 615.59 |
| LIBRARY TRUST | 2,453.08 |
| NORTH STORY BASEBALL | 81.69 |
| DANIELSON TRUST | 1,059.78 |
| SC/FIELDHOUSE | 447,305.86 |
| WATER | 33,265.42 |
| JORDAN WELL | 893.00 |
| SEWER | 20,765.88 |
| SEWER CAP IMP PRJ | 1,056,275.25 |
| SRF SPONSORED PRJ | 43,204.00 |
| STORM WATER | 10.98 |
| REVOLVING FUND | 10,095.40 |
| FLEX BENEFIT REV | <u>1,157.08</u> |
| TOTAL FUNDS | <u>1,780,517.23</u> |

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Nevada, Iowa (the "City") and Van Houweling Properties II, LLC (the "Company") as of the ____ day of _____, 2022 (the "Commencement Date").

WHEREAS, the City has established the Nevada Urban Area (the "Urban Renewal Area"), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the City owns certain real property which is situated in the City, lies within the Urban Renewal Area and is more specifically described on Exhibit A hereto (the "Property"); and

WHEREAS, the Company has proposed to acquire the Property and to undertake the construction of a new training and learning facility (the "Project") thereon for use in the business operations of Van Wall Equipment; and

WHEREAS, the Company has requested that the City provide financial assistance in the form of incremental property tax payments to be used by the Company in paying the costs of undertaking the Project; and

WHEREAS, for purposes of calculating Incremental Property Tax Revenues (as herein defined) under this Agreement and Section 403.19 of the Code of Iowa, the base valuation (the "Base Valuation") of the Property shall be the assessed taxable valuation of the Property as of January 1, 2023; and

WHEREAS, Chapter 403 of the Code of Iowa authorizes cities to establish urban renewal areas and to undertake economic development projects; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Company's Covenants

1. **Property Acquisition.** The Company agrees to acquire the Property from the City at the purchase price of \$ 178,950 (the "Purchase Price"). The real estate transaction (the "Real Estate Transaction") for the conveyance of the Property will be documented and conducted through separate purchase agreements, deeds of sale and related documents to be mutually negotiated and agreed to by the City and the Company. The Company agrees to cause the closing of the Real Estate Transaction by no later than February 1, 2023 (the "Real Estate Transaction Closing Date").

2. **Project Construction.** The Company agrees to undertake the Project on the Property. The Company agrees to commence construction of the footings for the Project within one year (the "Commencement Date") of the Real Estate Transaction Closing Date.

The Company has submitted a detailed site plan (the “Site Plan”) for the development of the Project to the City which was approved on _____, 2022 and is attached hereto as Exhibit B. The Company agrees to construct the Project in substantial conformance with the Site Plan and the City’s zoning, land use, building and safety codes and regulations. The Company further agrees to substantially complete such construction by no later than December 31, 2024.

The Company agrees to ensure that the Project is used in the business operations of the Company (the “Operational Requirement”) throughout the Term (as hereinafter defined) of this Agreement.

Further, the Company agrees to maintain, preserve, and keep the Property, including but not limited to the Project, useful and in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

3. **Company’s Operational Certifications.** The Company agrees to certify (the “Operational Certification”) to the City by no later than October 15 of each year during the Term commencing October 15, 2025, that the Company owns the Project and that the Company is in compliance with the Operational Requirement. Each Operational Certification shall be accompanied by documentation demonstrating, to the satisfaction of the City, that the Company is in compliance with the Operational Requirement.

4. **Property Taxes.** The Company agrees to make timely payment of all property taxes as they come due with respect to the Property with the completed Project thereon throughout the Term and to submit a receipt or cancelled check in evidence of each such payment.

5. **Property Tax Payment Certification.** For purposes of this Agreement, “Annual Percentage” shall mean the annual percentage in effect from time to time as set forth in the following table:

| Payment Year | Annual Percentage |
|---------------------|-------------------|
| First Payment Year | 100% |
| Second Payment Year | 75% |
| Third Payment Year | 60% |
| Fourth Payment Year | 50% |
| Fifth Payment Year | 25% |

The Company agrees to certify to the City by no later than October 15 of each year, commencing October 15, 2025, an amount (the “Company’s Estimate”) equal to the estimated Incremental Property Tax Revenues anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property factored by the Annual Percentage. In submitting each such Company’s Estimate, the Company will complete and submit the worksheet (the “Worksheet”) attached hereto as Exhibit C. The City reserves the right to review and request revisions to each such Company’s Estimate to ensure the accuracy of the figures submitted.

For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Story County, above and beyond the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to the incremental valuation of the Property.

Upon request, the City staff shall provide reasonable assistance to the Company in completing the Worksheet required under this Section A.5.

6. Default Provisions.

a. Events of Default. The following shall be “Events of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- (i) Failure by the Company to acquire the Property pursuant to the terms and conditions of this Agreement.
- (ii) Failure by the Company to commence construction of the footings for the Project pursuant to the terms and conditions of this Agreement.
- (iii) Failure by the Company to complete construction of the Project pursuant to the terms and conditions of this Agreement.
- (iv) Failure by the Company to maintain compliance with the Operational Requirement pursuant to the terms and conditions of this Agreement.
- (v) Failure by the Company to fully and timely remit payment of property taxes when due and owing.
- (vi) Failure by the Company to maintain compliance with Sections A.3 and A.5 of this Agreement.
- (vii) Failure by the Company to observe or perform any other material covenant on its part, to be observed or performed hereunder.

b. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the City shall provide written notice to the Company describing the cause of the default and the steps that must be taken by the Company in order to cure the default. The Company shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Company fails to cure the default or provide assurances, the City shall then have the right to:

- (i) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- (ii) Withhold the Payments provided for under Section B.1 below.

- (iii) To the extent that the Company fails to commence construction of the footings for the Project by the Commencement Date, the City shall have the unconditional right, at its option, to acquire (the "Acquisition Option") the Property, and any improvements thereon, from the Company at a price equal to seventy-five percent (75%) of the Purchase Price, as defined in Section A.1 above. The City shall exercise its Acquisition Option by providing the Company with written notice within one hundred twenty (120) days of the Commencement Date.

Upon exercise by the City of the Acquisition Option, the Company shall take all reasonable steps to ensure that the City acquires marketable title to the Property within sixty (60) days of the City's demand, including without limitation, the execution of appropriate deeds and other documents. The Company shall also ensure that upon closing, the Property shall be free and clear of all encumbrances, mortgages and liens (including any mechanics liens). This Agreement shall automatically terminate upon the perfection of the Acquisition Option.

The City's security in this section A.6.b(iii) shall be released and no longer in any force or effect following commencement of construction of the footings as required by this Agreement.

7. **Legal and Administrative Costs.** The Company hereby acknowledges that the City will cover the initial payment of legal fees and administrative costs (the "Actual Admin Costs") incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the necessary amendment to the Urban Renewal Area. Furthermore, the Company agrees that the City shall withhold an amount (the "Admin Withholding Amount") equal to the lesser of (1) \$8,000 or (2) the Actual Admin Costs from the initial Payments, as hereinafter set forth in order to recover some or all of the Actual Admin Costs.

B. City's Obligations

1. **Payments.** In recognition of the Company's obligations set out above, the City agrees to make five (5) annual economic development tax increment payments (the "Payments" and, individually each, a "Payment") to the Company during the Term pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments to be made under this Agreement during the Term (as hereinafter defined) shall not exceed \$110,000 (the "Maximum Payment Total"). All Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues received by the City from the Story County Treasurer attributable to the taxable valuation of the Property.

Prior to funding any Payments hereunder, the City shall retain an amount equal to the Admin Withholding Amount from the Incremental Property Tax Revenues received with respect to the Property. Once such amount has been withheld, the Payments shall be funded as described herein.

Each Payment shall not exceed an amount which represents the then-current Annual Percentage factored against the Incremental Property Tax Revenues available to the City with respect to the Property during the twelve (12) months immediately preceding each Payment date.

It is assumed that the new valuation from the Project will go on the property tax rolls as of January 1, 2025. Accordingly, the Payments will be made on June 1 of each fiscal year, beginning on June 1, 2027 and continuing to, and including, June 1, 2031, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

2. Annual Appropriation. Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term of this Agreement, beginning in calendar year 2025, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payment due in the following fiscal year, an amount (the "Appropriated Amount") of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company's Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payment scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payment, to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Payment shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company's Estimate as called for in Section A.5 above, provided however that no Payment shall be made after June 1, 2031.

3. Payment Amounts. Each Payment shall be in an amount equal to the corresponding Appropriated Amount (for example, for the Payment due on June 1, 2027, the amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 2025) provided, however, that no Payment shall exceed an amount which represents the Annual Percentage of Incremental Property Tax Revenues available to the City with respect to the Property during the twelve (12) months immediately preceding each Payment date.

4. Certification of Payment Obligation. In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.2 above, then the City Clerk will certify by December 1 of each such year to the Story County Auditor an amount equal to the most recently obligated Appropriated Amount.

C. Administrative Provisions

1. Amendment and Assignment. Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Company's rights to receive the Payments hereunder may be assigned by the Company to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

2. **Successors.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. **Term.** The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 2031 or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.

4. **Choice of Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Company have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF NEVADA, IOWA

By:  _____

Mayor

Attest:

City Clerk

VAN HOUWELING PROPERTIES II,
LLC

By: _____

[Name, Title]

*Will need to approve amended Version
Wait until Abstract is done*

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Nevada, Iowa (the "City") and Van Houweling Properties II, LLC (the "Company") as of the 12TH day of DECEMBER, 2022 (the "Commencement Date").

WHEREAS, the City has established the Nevada Urban Area (the "Urban Renewal Area"), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the City owns certain real property which is situated in the City, lies within the Urban Renewal Area and is more specifically described on Exhibit A hereto (the "Property"); and

WHEREAS, the Company has proposed to acquire the Property and to undertake the construction of a new training and learning facility (the "Project") thereon for use in the business operations of Van Wall Equipment; and

WHEREAS, the Company has requested that the City provide financial assistance in the form of incremental property tax payments to be used by the Company in paying the costs of undertaking the Project; and

WHEREAS, for purposes of calculating Incremental Property Tax Revenues (as herein defined) under this Agreement and Section 403.19 of the Code of Iowa, the base valuation (the "Base Valuation") of the Property shall be the assessed taxable valuation of the Property as of January 1, 2023; and

WHEREAS, Chapter 403 of the Code of Iowa authorizes cities to establish urban renewal areas and to undertake economic development projects; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Company's Covenants

1. **Property Acquisition.** The Company agrees to acquire the Property from the City at the purchase price of \$ 178,950 (the "Purchase Price"). The real estate transaction (the "Real Estate Transaction") for the conveyance of the Property will be documented and conducted through separate purchase agreements, deeds of sale and related documents to be mutually negotiated and agreed to by the City and the Company. The Company agrees to cause the closing of the Real Estate Transaction by no later than February 1, 2023 (the "Real Estate Transaction Closing Date").

2. **Project Construction.** The Company agrees to undertake the Project on the Property. ~~The Company agrees to commence construction of the footings for the Project within one year (the "Commencement Date") of the Real Estate Transaction Closing Date.~~ *amend*

The Company has submitted a detailed site plan (the "Site Plan") for the development of the Project to the City which was approved on _____, 2022 and is attached hereto as Exhibit B. The Company agrees to construct the Project in substantial conformance with the Site Plan and the City's zoning, land use, building and safety codes and regulations. The Company further agrees to substantially complete such construction by no later than December 31, 2024. *cert*

The Company agrees to ensure that the Project is used in the business operations of the Company (the "Operational Requirement") throughout the Term (as hereinafter defined) of this Agreement.

Further, the Company agrees to maintain, preserve, and keep the Property, including but not limited to the Project, useful and in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

3. **Company's Operational Certifications.** The Company agrees to certify (the "Operational Certification") to the City by no later than October 15 of each year during the Term commencing October 15, 2025, that the Company owns the Project and that the Company is in compliance with the Operational Requirement. Each Operational Certification shall be accompanied by documentation demonstrating, to the satisfaction of the City, that the Company is in compliance with the Operational Requirement.

4. **Property Taxes.** The Company agrees to make timely payment of all property taxes as they come due with respect to the Property with the completed Project thereon throughout the Term and to submit a receipt or cancelled check in evidence of each such payment.

5. **Property Tax Payment Certification.** For purposes of this Agreement, "Annual Percentage" shall mean the annual percentage in effect from time to time as set forth in the following table:

| Payment Year | Annual Percentage |
|---------------------|-------------------|
| First Payment Year | 100% |
| Second Payment Year | 75% |
| Third Payment Year | 60% |
| Fourth Payment Year | 50% |
| Fifth Payment Year | 25% |

The Company agrees to certify to the City by no later than October 15 of each year, commencing October 15, 2025, an amount (the "Company's Estimate") equal to the estimated Incremental Property Tax Revenues anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property factored by the Annual Percentage. In submitting each such Company's Estimate, the Company will complete and submit the worksheet (the "Worksheet") attached hereto as Exhibit C. The City reserves the right to review and request revisions to each such Company's Estimate to ensure the accuracy of the figures submitted.

For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Story County, above and beyond the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to the incremental valuation of the Property.

Upon request, the City staff shall provide reasonable assistance to the Company in completing the Worksheet required under this Section A.5.

6. Default Provisions.

a. Events of Default. The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- (i) Failure by the Company to acquire the Property pursuant to the terms and conditions of this Agreement.
- (ii) Failure by the Company to commence construction of the footings for the Project pursuant to the terms and conditions of this Agreement.
- (iii) Failure by the Company to complete construction of the Project pursuant to the terms and conditions of this Agreement.
- (iv) Failure by the Company to maintain compliance with the Operational Requirement pursuant to the terms and conditions of this Agreement.
- (v) Failure by the Company to fully and timely remit payment of property taxes when due and owing.
- (vi) Failure by the Company to maintain compliance with Sections A.3 and A.5 of this Agreement.
- (vii) Failure by the Company to observe or perform any other material covenant on its part, to be observed or performed hereunder.

b. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the City shall provide written notice to the Company describing the cause of the default and the steps that must be taken by the Company in order to cure the default. The Company shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Company fails to cure the default or provide assurances, the City shall then have the right to:

- (i) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- (ii) Withhold the Payments provided for under Section B.1 below.

- (iii) To the extent that the Company fails to commence construction of the footings for the Project by the Commencement Date, the City shall have the unconditional right, at its option, to acquire (the "Acquisition Option") the Property, and any improvements thereon, from the Company at a price equal to seventy-five percent (75%) of the Purchase Price, as defined in Section A.1 above. The City shall exercise its Acquisition Option by providing the Company with written notice within one hundred twenty (120) days of the Commencement Date.

Upon exercise by the City of the Acquisition Option, the Company shall take all reasonable steps to ensure that the City acquires marketable title to the Property within sixty (60) days of the City's demand, including without limitation, the execution of appropriate deeds and other documents. The Company shall also ensure that upon closing, the Property shall be free and clear of all encumbrances, mortgages and liens (including any mechanics liens). This Agreement shall automatically terminate upon the perfection of the Acquisition Option.

The City's security in this section A.6.b(iii) shall be released and no longer in any force or effect following commencement of construction of the footings as required by this Agreement.

7. Legal and Administrative Costs. The Company hereby acknowledges that the City will cover the initial payment of legal fees and administrative costs (the "Actual Admin Costs") incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the necessary amendment to the Urban Renewal Area. Furthermore, the Company agrees that the City shall withhold an amount (the "Admin Withholding Amount") equal to the lesser of (1) \$8,000 or (2) the Actual Admin Costs from the initial Payments, as hereinafter set forth in order to recover some or all of the Actual Admin Costs.

B. City's Obligations

1. Payments. In recognition of the Company's obligations set out above, the City agrees to make five (5) annual economic development tax increment payments (the "Payments" and, individually each, a "Payment") to the Company during the Term pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments to be made under this Agreement during the Term (as hereinafter defined) shall not exceed \$110,000 (the "Maximum Payment Total"). All Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues received by the City from the Story County Treasurer attributable to the taxable valuation of the Property.

Prior to funding any Payments hereunder, the City shall retain an amount equal to the Admin Withholding Amount from the Incremental Property Tax Revenues received with respect to the Property. Once such amount has been withheld, the Payments shall be funded as described herein.

Each Payment shall not exceed an amount which represents the then-current Annual Percentage factored against the Incremental Property Tax Revenues available to the City with respect to the Property during the twelve (12) months immediately preceding each Payment date.

It is assumed that the new valuation from the Project will go on the property tax rolls as of January 1, 2025. Accordingly, the Payments will be made on June 1 of each fiscal year, beginning on June 1, 2027 and continuing to, and including, June 1, 2031, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

2. **Annual Appropriation.** Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term of this Agreement, beginning in calendar year 2025, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payment due in the following fiscal year, an amount (the "Appropriated Amount") of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company's Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payment scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payment, to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Payment shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company's Estimate as called for in Section A.5 above, provided however that no Payment shall be made after June 1, 2031.

3. **Payment Amounts.** Each Payment shall be in an amount equal to the corresponding Appropriated Amount (for example, for the Payment due on June 1, 2027, the amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 2025) provided, however, that no Payment shall exceed an amount which represents the Annual Percentage of Incremental Property Tax Revenues available to the City with respect to the Property during the twelve (12) months immediately preceding each Payment date.

4. **Certification of Payment Obligation.** In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.2 above, then the City Clerk will certify by December 1 of each such year to the Story County Auditor an amount equal to the most recently obligated Appropriated Amount.

C. Administrative Provisions

1. **Amendment and Assignment.** Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Company's rights to receive the Payments hereunder may be assigned by the Company to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

2. **Successors.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. **Term.** The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 2031 or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.

4. **Choice of Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Company have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF NEVADA, IOWA

By: _____
Mayor

Attest:

City Clerk

VAN HOUWELING PROPERTIES II,
LLC

By: *Bill Van Houweling*
[Name, Title]
PRESIDENT

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

An irregular shaped portion of Lot 2, Airport Road Plat 6, an Official Plat, Nevada, Story County, Iowa, is described as follows: Beginning at the northwest corner of said Lot 2; thence S89°04'53"E along the north line of said Lot 2, a distance of 812.10 feet to the northeast corner of said Lot 2; thence S00°00'00"E along the east line of said Lot 2, a distance of 829.10 feet to the north line of the public highway easement as it is presently established; thence N64°13'41"W along said easement line, a distance of 903.43 feet to the west line of said Lot 2, thence N00°11'57"E along the west line of said Lot 2, a distance of 449.32 feet to the point of beginning.

Subject to and together with any and all easements and restrictions of record.
Containing 519,696 Square Feet

RESOLUTION 062 (2022/2023)

Resolution Approving Development Agreement with Van Houweling Properties II, LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

WHEREAS, the City of Nevada, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Nevada Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, a certain development agreement (the “Agreement”) between the City and Van Houweling Properties II, LLC (the “Company”) has been prepared in connection with the acquisition of certain City-owned real property and the construction of a new training and learning facility thereon for use in the business operations of Van Wall Equipment in the Urban Renewal Area (the “Project”); and

WHEREAS, under the Agreement, the City would provide annual appropriation incremental property tax payments to the Company in a total amount not exceeding \$110,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on December 12, 2022, and has otherwise complied with statutory requirements for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors; and

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

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

(a) The Project will add diversity and generate new opportunities for the Nevada and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation of new jobs and income, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments to the Company.

Section 3. The Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. All payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund (the "Van Houweling Properties II, LLC Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

An irregular shaped portion of Lot 2, Airport Road Plat 6, an Official Plat, Nevada, Story County, Iowa, is described as follows: Beginning at the northwest corner of said Lot 2; thence S89°04'53"E along the north line of said Lot 2, a distance of 812.10 feet to the northeast corner of said Lot 2; thence S00°00'00"E along the east line of said Lot 2, a distance of 829.10 feet to the north line of the public highway easement as it is presently established; thence N64°13'41"W along said easement line, a distance of 903.43 feet to the west line of said Lot 2, thence N00°11'57"E along the west line of said Lot 2, a distance of 449.32 feet to the point of beginning.

Subject to and together with any and all easements and restrictions of record. Containing 519,696 Square Feet.

Section 5. The City hereby pledges to the payment of the Agreement the Van Houweling Properties II, LLC Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no payment will be made under the Agreement unless and until monies from the Van Houweling Properties II, LLC Subfund are appropriated for such purpose by the City Council.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Story County to evidence the continuing pledging of the Van Houweling Properties II, LLC Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the County Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved December 12, 2022.



Brett Barker, Mayor

Attest:


Kerin Wright, City Clerk

• • • • •

On motion and vote the meeting adjourned.


Brett Barker, Mayor

Attest:


Kerin Wright, City Clerk

24/7 VIP Priority Facility Agreement

This 24/7 VIP Priority Facility Agreement (V.P.F.A) by and between Rainbow Restoration of Des Moines, ("*Company") a Corporation, with Corporate headquarters located at _____, USA and City of Nevada ("Customer") is entered into upon the following terms and conditions.

1. The *Company will provide the Customer at no charge:
 - a. Cloud Based Secure Emergency Management Software with Client Access
 - b. Building Data Mining & Mapping Stage 1
 - c. Building Data Mining & Mapping Stage 2, 3 & 4
 - d. Inspection of Properties & Areas of Concerns Annually and On-Demand
 - e. Disaster Emergency Planning & Protocols
 - f. Education & Learning Sessions at Client Facilities
 - g. Education & Learning Sessions at our Facilities
 - h. VIP Priority Guaranteed Response 24/7
 - i. Dedicated Risk Response Manager
 - j. Preferred Equipment rate
 - k. Preferred rate of all services
 - l. On Call Thermal Imaging Camera
2. Upon execution of: (1) this 24/7 VIP Priority Facility Agreement and (2) a (V.P.F.A) Work Authorization, agreement will be deemed an "Priority Emergency Response Customer" and authorizes *Company to respond to a loss for the Customer in accordance with the terms of this Contract.
3. Customer intends to waive all standard procurement procedures in order to accommodate the emergency nature of the Services and to mitigate any further loss.

The parties hereto understand and agree to the terms and conditions of this contract, acknowledge the receipt and sufficiency of mutual consideration contained herein. Customer and Company declare that they are authorized to bind their respective entities to this contract

Company Contact:

Primary Contact: Jeff Roberts
Email: jeff@rainbowintlfdsm.com
Address: 2901 Willis Ave, Perry, IA
Cell Phone: 515-360-1521

Company Inc

Rainbow Restoration of Des Moines
City Perry Zip 50220

Owner/Officer

Customer Contact:

Primary Contact: Jordan Cook
Email: jcook@cityofnevadaiaowa.org
Address: 1209 16th Street, Nevada, IA 50201
Cell Phone: 515-382-5466

Customer INC.

City of Nevada
City Nevada Zip 50201

Owner/Officer

Initial _____

1. Service Plan Term

This Contract is binding upon full signing hereof (the "Effective Date"), and shall continue for a period of exactly three (3) years from such date. Either party may terminate this Contract by providing six (6) months' notice prior to the end of the first three-year term. If this Contract is not terminated during the first three-year term, the Contract will continue in full force and effect for three (3) consecutive terms of three (3) years each. Any termination request must be made in writing to the other party.

1. Definitions

V.P.F.A: Should any loss occur, insured or otherwise, *Company shall provide Priority Emergency Response Customers (as previously defined) with Services (as previously defined) prior to any other potential or existing *Company customer that is not classified as an Emergency Response Customer. *Company reserves the right to prioritize response to customers within the same class at its sole discretion. After receiving an initial response from *Company, or if Customer declines, or fails, to notify *Company that Customer requires an immediate response for a property located within the area affected by the loss (which shall be defined herein as the "Emergency Zone"), *Company reserves the right to initiate a response to other customers.

2. *Company Obligations

*Company shall use best efforts to respond as immediately as possible from the time they are contacted by Customer.

3. Customer Obligations

Upon the occurrence of a loss, Customer shall immediately notify *Company of any property in need of a response, located directly within the Emergency Zone by using the 24-Hour Hotline (which is _____). Shortly after contacting *Company, Customer shall expeditiously set up its accounting system, and discuss with its insurer the requisite information, in order to facilitate payment to *Company for services under this Contract.

4. Payments & Invoicing

All charges on invoices presented by *Company are based upon the "24/7 VIP Priority Facility Agreement" which may be modified by subsequent contracts, including but not limited to a Priority Emergency Response Contract, signed between *Company and the Customer, and will be paid no later than 30 days from the receipt of invoice by the Customer unless Customer disputes any amount charged in writing and the dispute is grounded in good faith and Customer's reasonable judgment. In the event of any such dispute, Customer shall pay the undisputed portion in accordance with the foregoing and the parties shall seek to resolve the disputed amount as soon as reasonably practicable. Notwithstanding the foregoing, *Company payment will not be affected by disputes between the Customer and its insurer or dependent upon the Insurer's payment or approval of *Company invoices or charges. The Customer assigns to *Company its right, title and interest in any and all insurance proceeds to the extent required to cover payments for Services performed. Notwithstanding the foregoing, the Customer is ultimately liable for any charges for Services performed under this contract. Interest on any unpaid balance shall be charged at the rate of 1.0% per month. If payment is not timely made, on submitted invoices, *Company reserves the right to cease any work, whether present or future, until *Company is fully paid, including interest, for services performed. In the event that either party pursues litigation, the prevailing party shall be entitled to recover and the losing party shall be obligated to pay the prevailing party's attorney fees and costs in connection with such action. Any delinquent payments void all warranties.

5. Indemnification

To the extent permitted by law, *Company will reimburse, indemnify, defend, and hold harmless the Customer, and its present, former, and future shareholders, employees, officers, and directors from and against loss, damage, expense (including reasonable attorney fees and expenses), and penalty, for any claim or action by or on behalf of any person (collectively, "Loss") resulting from: (i) any defects in performing the Services under Priority Emergency Response Contract by *Company or its employees or agents; (ii) all claims of *Company employees, agents and subcontractors, whether for injury, death, compensation, social security, pension, or unemployment compensation, (iii) all injury, damages and Loss resulting from *Company's negligence, in whole or in part, or willful act. In no event shall either party be liable for consequential, reliance or special damages, including lost profits, lost revenue or lost business opportunities. *Company SHALL HAVE NO LIABILITY FOR, AND SHALL BE HELD HARMLESS FROM AND AGAINST, ALL CLAIMS, DAMAGES, LIABILITIES, AND COSTS ARISING OUT OF OR RELATING TO THE PRESENCE, DISCOVERY, OR FAILURE TO DISCOVER, REMOVE OR ADDRESS, REMEDIATE OR CLEANUP ENVIRONMENTAL OR BIOLOGICAL HAZARDS INCLUDING, BUT NOT LIMITED TO, MOLD, FUNGUS, HAZARDOUS WASTE, SUBSTANCES OR MATERIALS, OR ASBESTOS UNLESS CONTRACTED TO DO SO ON A *Company REMEDIATION CONTRACT.

Notwithstanding the foregoing, *Company is not liable to the extent any injury, damage, or loss, is proximately caused or alleged to be proximately caused, in whole or in part, by the negligence or willful act(s) or omissions of the Customer, its employees, subcontractors or its agents. The Customer shall reimburse, indemnify, defend and hold harmless *Company, its subsidiaries and affiliates and present,

Initial _____

former, and future shareholders, employees, officers, members and directors from and against all injury, damages and Loss resulting from or alleged to result from the Customer's negligence, in whole or in part, or willful act.

6. Insurance

*Company shall, during the performance of this Contract, maintain the appropriate and customary insurance coverage with insurers in good standing and authorized to do business under the laws of the State(s) where performance occurs.

7. Assignment

Neither the Customer nor *Company may assign or otherwise transfer its rights, obligations, and/or duties under this Contract without the prior written consent of the other unless those assignments are to be subsidiaries or affiliates. Any prohibited assignment is void. Nothing contained in this Section shall be deemed or construed to prevent *Company from subcontracting out all or a portion of the services provided hereunder, provided, however, that in such event, *Company will remain ultimately responsible for the delivery of the Services set forth herein and in the Priority Emergency Response Contract.

8. Warranty

*Company warrants to Customer that all materials and equipment used in or incorporated into the Services will be of good quality, new, and free of liens, claims and security interests of third parties; that all labor, installation, materials and equipment used or incorporated into the Services will be of good quality, installed in a good and workmanlike manner, and free from defects; and the Services will conform with the requirements of this Contract and all applicable codes. The foregoing Warranty shall commence on the date of the project's completion and continue for a period of one (1) year. If required by Customer, *Company shall furnish satisfactory evidence as to the kind and quality of materials and equipment. *Company's warranty excludes remedy for damage and defect caused by abuse, modifications not executed by *Company, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage. All warranties are contingent upon full and final payments to *Company.

9. Force Majeure

*Company cannot be held liable for not meeting its obligations under this Contract due to circumstances that prevent *Company from performing under this contract. Those circumstances include but are not limited to: acts of war, local quarantine or ~~evacuation~~ order, acts of God, continuing severe weather, order by court or governmental authority or other circumstances beyond *Company's control. Under such circumstances, *Company will promptly notify Customer, as an Emergency Priority Customer, on a priority basis when such conditions make it impossible or impractical to respond.

10. Survival

The provisions of the Contract, which by their nature survive termination of this Contract or final completion thereof, including, without limitations, all warranties, indemnities and payment obligations shall remain in force and effect after final completion or termination of this Contract.

11. Entire Contract

This Contract, and its Exhibits, are the final, full and complete contract between the Customer and *Company with respect to the subject matter hereof. All prior and contemporaneous contracts, representations, and understandings of the parties are superseded. No supplement, modification or amendment of this Contract shall be binding unless executed in writing by all of the parties.

Initial _____

Item # 6A
Date: 3-27-23

Date: March 27, 2023

COUNCIL ACTION FORM

Agenda Item: Replacement of Hattery Park Shelter – Updated Action Form

History:

Below (in italics) is the information that was shared in the Action Form that was presented to Council in July of 2022 asking to go in a different direction with the Hattery Shelter Project due to no bids being received the first time. With your approval, we began working with Carey Martin, Story City Building Products, Williamson Electric, and Rhodes Concrete Construction to get this project to a point of moving forward toward completion. We did talk with other lumber suppliers, but they were not all able to do everything we needed, and as changes were made, they pulled back from the process. We have since received prices for the following aspects of the project.

- Martin Construction (Labor): \$22,000.00
- Rhodes Concrete Construction (concrete): \$17,700.00
- Williamson Electric (Electrical): \$5,150.00 (hook electrical up overhead, not trenching underground)
- Story City Building Products (materials): \$18,759.05
- TOTAL: \$63,609.05

A couple of adjustments were made to the project to bring costs more in line with insurance and FEMA reimbursement. We went to an ag steel on the roof and gable ends, and will be using a more standard open truss system. The project will still be similar in square footage, have electrical outlets/lighting, and city staff will remove the existing concrete and do site restoration upon completion.

The shelter at Hattery Park was destroyed in the derecho of August 2020. We intend to rebuild the shelter with a similar structure. We did look at an all steel structure of similar size; however, the cost is very expensive. With that in mind, we had HRG prepare a bid package. This was sent out to seven local area contractors, posted on the City website, and shared on the league website as well. The bid package was sent out in early May with a return date of June 1st. Unfortunately, we did not receive any bids for the project.

Since we did not receive any bids, we would like to approach the project from a different direction. This is not a big project, and in order to simplify and secure a contractor, we are proposing to purchase all the materials as a City, and negotiate with a contractor(s) to put up the structure, roof (standing seam metal or shingle) pour the concrete, and run electrical. We have included two (2) options for the roof; standard shingle roof or a standing seam metal roof. The standing seam metal roof is the preferred option due to the longevity it would provide.

The City will remove the existing concrete pad so the project has a clean slate to begin. The shelter will be similar in shape and square footage as the previous one.

Options:

1. Proceed with the project at a cost of \$63,609.05, using Martin Construction, Rhodes Concrete Construction, Williamson Electric, and Story City Building Products.
2. Revise and issue all new bid documents and try to get one contractor to perform all work as a General Contractor.
3. Self-perform all work.

Staff Recommendation:

1. Park Board and staff recommend accepting Option #1: Proceed with the project at a cost of \$63,609.05, using Martin Construction, Rhodes Concrete Construction, Williamson Electric, and Story City Building Products.

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

CARY MARTIN CONSTRUCTION, INC.

404 I Ave.
Nevada, Iowa 50201
Phone: 515-382-3824
Cell: 515-290-7368

Proposal

Proposal No. 1

Sheet No. 1

Date 2/28/23

UPDATES 2/28/23

C.M.

Proposal Submitted To

Work To Be Performed At

Name Nevada Lake 2 Res.
Street 2nd St
City Nevada
State IA
Telephone Number

Street 2nd St
City Nevada State IA
Date of Plans 2/28/23
Architect Shirley R. R.

We hereby propose to furnish all the ~~materials~~ and perform all the labor necessary for the completion of

to install new water 22,000 2/28/23

concrete and rebar for water 17,700 2/28/23

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of 45,000 Dollars (\$ 45,000).

with payments to be made as follows: upon completion 39,700 2/28/23

Any alteration or deviation from above specifications involving extra costs, will be examined only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, workmen's or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and public Liability Insurance on above work to be taken out by CARY MARTIN CONSTRUCTION, INC.

Respectfully submitted,

CARY MARTIN PRES. MARTIN CONSTRUCTION, INC.

Note - This proposal may be withdrawn by us if not accepted within 10 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted Signature

Date Signature



"Where Quality and Service Count" CA 1987

230 West Broad St., Story City, Iowa 50248
515-733-4992 FAX 515-733-4991
www.storycitybuildingproducts.com

THIS IS AN ESTIMATE ONLY! VERTICAL AND ESTIMATE ERROR
SUBJECT TO CORRECTION. PRICES QUOTED ARE IN CONSIDERATION
OF THIS COMPLETE ESTIMATE AND MAY BE SUBJECT TO CHANGE IF
QUANTITIES ARE MODIFIED. MATERIAL PRICES MAY CHANGE DUE
TO MARKET CONDITIONS. PLEASE REVIEW PRICES WHEN CON-
SULTATION BEGINS. SPECIAL ORDER MATERIALS, IF NECESSARY,
WILL BE SUBJECT TO A RESTOCKING FEE.

ESTIMATE

DATE 02/27/23 QUOTE# 01

001139
Cary Martin
Construction, Inc
404 I Ave
Nevada, Iowa 50201

DATE 02/27/23 QUOTE# 01
001139

355 HATTERYCON

Good thru 2/23/23

355 HATTERYCON

Good thru 2/23/23

| | QUANTITY | ITEM # | DESCRIPTION | U/M | UNIT PRICE | AMOUNT |
|----|----------|---------|---|-----|------------|----------|
| 1 | 10 | 126AA | 1/2" X 6" All Anchors | EA | 6.690 | 66.90 |
| 2 | | | #5684 | | | |
| 3 | 10 | MISC | SIMPSON MPB66Z | EA | 237.390 | 2,373.90 |
| 4 | 10 | 6610CCA | 6X6-10' CCA .60 #1 SYP | EA | 45.970 | 459.70 |
| 5 | | | AG STRUCTURAL | | | |
| 6 | 2 | MISC | 3-1/2"x11-7/8"-32'-0"TRGL | EA | 1,437.440 | 2,874.88 |
| 7 | 20 | 12612GC | 1/2 X 6-1/2" Galv Carriag | EA | 2.640 | 52.80 |
| 8 | | | #05528 HDG | | | |
| 9 | 40 | 12GW | 1/2" GALV Washers | EA | .480 | 19.20 |
| 10 | | | #9143 HDG | | | |
| 11 | 20 | 12GN | 1/2" GALV Nuts | EA | .400 | 8.00 |
| 12 | | | #5618 HDG | | | |
| 13 | | | TREATED GLULAM INTENDED TO BE SET INTO | | | |
| 14 | | | CUSTOMER CUT NOTCH IN TOP OF 6X6 COLUMN | | | |
| 15 | | | AND SECURED WITH CARRIAGE BOLTS | | | |
| 16 | | | | | | |
| 17 | 12 | 2416MSR | 2X4-16' 1650 MSR SPF | EA | 9.940 | 119.28 |
| 18 | 1 | MTRUSS | CANT TRUSS AS SPEC'D | EA | 4,814.820 | 4,814.82 |
| 19 | | | RC22-045603 022723 | | | |
| 20 | | | | | | |
| 21 | 10 | 2412MSR | 2X4-12' 1650 MSR SPF | EA | 7.450 | 74.50 |
| 22 | 4 | 2416MSR | 2X4-16' 1650 MSR SPF | EA | 9.940 | 39.76 |
| 23 | 4 | 2620MSR | 2X6-20' 1650 MSR SPF | EA | 22.170 | 88.68 |
| 24 | 4 | 2616MSR | 2X6-16' 1650 MSR SPF | EA | 16.200 | 64.80 |
| 25 | 32 | 34CDX | 3/4" 4 X 8 CDX PLYWOOD | EA | 45.880 | 1,468.16 |
| 26 | | | 5 PLY FIR WESTERN 23/32" | | | |
| 27 | 1 | MISC | 11/16"PLYWOOD CLIP/250BX | EA | 62.500 | 62.50 |
| 28 | 30 | H1Z | H-1Z HURRICANE TIES | EA | 1.490 | 44.70 |
| 29 | | | SIMPSON. Z-MAX | | | |
| 30 | 12 | RT4 | H2.5AZ Rafter Ties | EA | .670 | 8.04 |

THIS IS AN ESTIMATE ONLY! THIS ESTIMATE IS DESIGNED TO PROVIDE
THE CUSTOMER WITH A ROUGH ESTIMATE OF THE AMOUNT OF MATERIAL
USED IN A GIVEN PROJECT. THE ACTUAL AMOUNT OF MATERIAL MAY VARY
FROM THE ESTIMATE DUE TO A NUMBER OF FACTORS. NO REPRESENTATION
OR GUARANTEE HAS BEEN MADE THAT THE ACTUAL AMOUNT WILL NOT
VARY FROM THE ESTIMATE.

Subtotal \$
Sales Tax \$
Total \$ Continued...

Continued...
Page 1

Story City Building Products

"Where Quality and Service Count" SINCE 1967

128 West Broad St., Story City, Iowa 50248
515-733-4392 FAX 515-733-4391
www.storycitybuildingproducts.com

THIS IS AN ESTIMATE ONLY! CLERICAL AND ESTIMATE ERRORS
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STRUCTION BEGINS. SPECIAL ORDER RETURNS, IF APPLICABLE,
WILL BE SUBJECT TO A RESTOCKING FEE.

ESTIMATE

DATE 02/27/23 QUOTE# 01

001139
Cary Martin
Construction, Inc
404 I Ave
Nevada, Iowa 50201

DATE 02/27/23 QUOTE# 01
001139

Job HATTERYCON

Good thru 2/23/23

Job HATTERYCON

Good thru 2/23/23

| QUANTITY | ITEM # | DESCRIPTION | UM | UNIT PRICE | AMOUNT |
|----------|--------|---|----|------------|----------|
| 1 | | SIMPSON | | | |
| 2 | 5 | HIGHTEMP | | | |
| | | TARCO HIGH TEMP ICE&H2O | EA | 175.640 | 878.20 |
| 3 | | PS200HT 2SQ/ROLL | | | |
| 4 | 1 | MSTEEL | | | |
| | | MS CLASSIC RIB 29GA AG PA | EA | 4,990.230 | 4,990.23 |
| 5 | | INCLUDES MATERIAL FOR: | | | |
| 6 | | AG PANEL ROOFING MATERIAL | | | |
| 7 | | GABLE END AG PANEL SIDING MATERIAL | | | |
| 8 | | | | | |
| 9 | | STEEL SOFFIT & FASCIA MATERIAL | | | |
| 10 | | AG PANEL STEEL CEILING MATERIAL | | | |
| 11 | | MS-QUO11-2099 | | | |
| 12 | | | | | |
| 13 | | AG PANEL 29GA ALL STEEL PRODUCTS | | | |
| 14 | | SUBJECT TO COLOR & PANEL CHOICE | | | |
| 15 | 1 | MISC | | | |
| | | MISC MATERIAL ALLOWANCE | EA | 250.000 | 250.00 |
| 16 | | TO REMOVE AG STEEL CEILING & TRIM, | | | |
| 17 | | -\$1661.51 + TAX FROM TAXED TOTAL OF | | | |
| 18 | | THIS MATERIAL ESTIMATE...1/2"PLYWOOD | | | |
| 19 | | CEILING BACKER HAS ALREADY BEEN REMOVED | | | |
| 20 | | FROM THIS OPTION... | | | |
| 21 | | | | | |
| 22 | | TO REMOVE SOFFIT MATERIAL -\$341.66 + TAX | | | |
| 23 | | FROM TAXED TOTAL OF THIS MATERIAL | | | |
| 24 | | ESTIMATE... | | | |
| 25 | | | | | |
| 26 | | REVISION 011923 | | | |
| 27 | | REVISION 021723 | | | |
| 28 | | REVISION 022723 | | | |
| 29 | | | | | |
| 30 | | | | | |

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USED IN A GIVEN PROJECT. THE ACTUAL AMOUNT OF MATERIAL MAY VARY
FROM THE ESTIMATE DUE TO A NUMBER OF FACTORS. NO REPRESENTATION
OR GUARANTEE HAS BEEN MADE THAT THE ACTUAL AMOUNT WILL NOT
VARY FROM THE ESTIMATE.

| | | | | |
|-----------|----|-----------|----|-----------|
| Subtotal | \$ | 18,759.05 | \$ | 18,759.05 |
| Sales Tax | \$ | 1,313.13 | \$ | 1,313.13 |
| Total | \$ | 20,072.18 | \$ | 20,072.18 |

Tim Hansen

From: Kyle Warburton <kylew.scbp@gmail.com>
Sent: Monday, March 20, 2023 5:02 PM
To: Tim Hansen
Subject: Re: Quote Update

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

Hello Tim,

It looks as though the last submittal is valid, though we have been hearing rumblings of an increase for the steel roofing materials...we should have a few business week lead time if one comes to fruition...and, as we had discussed, we can and will hold this for the 10 business days from tomorrow. We would want to confirm all specs and products with Cary as any special order items would not be returnable.

Thank you,
Kyle Warburton, SCBP
kylew.scbp@gmail.com
[Story City Building Products!](#)
scbp57@gmail.com
515-733-4392



On Mon, Mar 20, 2023 at 3:37 PM Tim Hansen <thansen@cityofnevadaiaowa.org> wrote:

Good Afternoon Kyle,

Just following up on the revised quote for the Hattery Park Shelter project. I will be preparing my information for the City Council packet tomorrow. You indicated you would have a new quote today or tomorrow morning and hold the price for 2 weeks to allow it time to get through the Council meeting next week.

Williamson Electric Inc

PO Box 82

Nevada, IA 50201

515.382.5200

jeremyw@willamsonelectricinc.com

www.willamsonelectricinc.com



Estimate

PROJECT:

Nevada Parks & Rec

825 15th St

Nevada, IA 50201

ESTIMATE #

1006

DATE

10/10/2022

PROJECT DESCRIPTION

Hattery Park Shelter Electrical

| DATE | DESCRIPTION | AMOUNT |
|------------|---|-------------------|
| 10/10/2022 | HATTERY PARK SHELTER ELECTRICAL | 6,800.00 |
| | - Rebuild Meter Pole: 240 volt 200 amp | |
| | - Trenching and backfill from pole to shelter | |
| | - 1) New 100 amp Shelter loadcenter | |
| | - 7) 120 volt 20 amp branch circuits | |
| | - 6) New GFCI receptacles | |
| | - 6) New LED lights via photoeye control | |
| | | 6,800.00 |
| | | 0.00 |
| | | \$6,800.00 |

Tim Hansen

From: Williamson Electric Inc <quickbooks@notification.intuit.com>
Sent: Monday, October 10, 2022 2:07 PM
To: Tim Hansen
Subject: Estimate 1006 from Williamson Electric Inc
Attachments: Estimate_1006_from_Willamson_Electric_Inc.pdf

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

Dear Tim,

Please find your estimate details here. As discussed on the phone, if you're wanting to trench a new underground feeder from the meter pole to the new shelter, we will have to rebuild the meter pole to accommodate the proper wiring method. If you want to keep it overhead from the meter pole, we could deduct \$1650 from this. Second...if you're interested in scratch and dent devices, boxes and covers, I have some that were removed from a job here recently that we could install deducting \$250. Again, these are used but in decent scratch and dent shape with no warranty. Feel free to contact us if you have any questions. We look forward to working with you.

Have a great day!
Williamson Electric Inc

----- Estimate -----

PO Box 82
Nevada, IA 50201 US
515.382.5200
www.williamsonelectricinc.com

Estimate #: 1006
Date: 10/10/2022
Exp. Date:
\$6,800.00

Address:

Nevada Parks & Rec
825 15th St
Nevada, IA 50201

Job Description: Hattery Park Shelter Electrical

| Date | Description | Amount |
|------------|---|-----------|
| 10/10/2022 | HATTERY PARK SHELTER ELECTRICAL | 6,800.00T |
| | - Rebuild Meter Pole: 240 volt 200 amp | |
| | - Trenching and backfill from pole to shelter | |
| | - 1) New 100 amp Shelter loadcenter | |
| | - 7) 120 volt 20 amp branch circuits | |
| | - 6) New GFCI receptacles | |

Date: March 27, 2023

COUNCIL ACTION FORM

Agenda Item: Consideration of Furniture for Field House

History:

As we have continued through the construction process of the Field House, we have now reached the point of selecting the interior furniture for the offices, conference room, social area, and lobby. This was a piece of the project that we kept as an "Owner Purchase" and out of the general contract for the Architect and General Contractor in an effort to control cost.

This process started in October of 2022 by reaching out to four (4) furniture suppliers. We have talked with Business Furniture Warehouse, Story Kenworthy, Premiere F&E, and All Makes. Business Furniture Warehouse and Story Kenworthy are under the same company and did not want to pursue working with us without paying design fees. We then focused our efforts with All Makes and Premiere F&E.

Design

For the last 6 months, we have had visits, zoom meetings and many emails and conference calls to settle in on a design and making sure that each company was bidding the same furniture and the same quantities. We established a goal of making the furniture something that would fit individuals of all ages, was durable, did not crowd the space, had some unique pieces, and would be middle of the road in cost. There are drawings of the various spaces accompanying this document.

Quotes

The following quotes include furniture, shipping/handling, and installation.

- All Makes: \$58,106.85
- Premiere F&E: \$59,629.46
- Story Kenworthy: No Bid
- Business Furniture Warehouse: No Bid

Options:

1. Accept the quote from All Makes at a cost of \$58,106.65 for Field House furniture.
2. Attempt to do further research for additional furniture options.
3. Reject all quotes and rebid everything.

Recommendation:

Park Board and staff recommends that the City Council accept Option 1. Accept the quote from All Makes at a cost of \$58,106.85 for Field House furniture.

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



All Makes
 500 E. Court Avenue, Suite 150
 Des Moines, IA 50309
 Phone: 515.282.2166
 Fax: 515.282.5456
 Email/Web: www.allmakes.com

Quotation

Page: 1 of 8

Project: D6783
 Proj Desc: Field House

Quote: D6783.001
 Status: New

Sold To: 8512-00
 City of Nevada
 1209 6th Street
 Nevada, IA 50201

Bill To: 8512-01
 City of Nevada
 PO BOX 530
 Nevada, IA 50201
 Attention: Accounts Payable

Ship To: 8512-02
 City of Nevada
 Field House
 1717 Fawcett Parkway
 Nevada, IA 50201
 Attention: Tim Hansen
 Phone: 515-382-4352

| Date Entered | Customer PO | Salesperson | FOB | Terms |
|--------------|-------------|-------------|-----|-------------|
| 02/08/2023 | | Caren Cohee | D | Net 30 Days |

| Line | Loc | Item Number | MFG | Description | Qty | Unit Price | Extended |
|------|-----|--------------|------------|--|-----|------------|----------|
| 1 | 02 | ACEGUM | ALLST | ROCK MULTI UPHOLSTERY | 2 | 1,164.06 | 2,328.12 |
| | | | Line Note: | COMMON AREA | | | |
| | | | Options: | \$(2)-GRADE 2 UPH | | | |
| | | | | .PNS-APPOINT SEATING | | | |
| | | | | 008-CARBON | | | |
| | | | | \$(3)-GRADE 3 UPH | | | |
| | | | | .SX-MOXIE | | | |
| | | | | 22-SMOKESTACK | | | |
| 2 | 02 | ACEGUM | ALLST | ROCK MULTI UPHOLSTERY | 2 | 1,164.06 | 2,328.12 |
| | | | Line Note: | LOBBY/RECEP | | | |
| | | | Options: | \$(2)-GRADE 2 UPH | | | |
| | | | | .PNS-APPOINT SEATING | | | |
| | | | | 008-CARBON | | | |
| | | | | \$(3)-GRADE 3 UPH | | | |
| | | | | .SX-MOXIE | | | |
| | | | | 22-SMOKESTACK | | | |
| 3 | 02 | AMPTLF3048RE | ALLST | STRUCTURE 30" X 48" RECTANGLE TOP LAM | 1 | 190.62 | 190.62 |
| | | | Line Note: | COMMON AREA | | | |
| | | | Options: | .X-STANDARD WOOD | | | |
| | | | | \$(L1STD)-GRD L1 STANDARD LAMINATES | | | |
| | | | | .LT8D-SILVER MESH | | | |
| | | | | .EV-LOFT | | | |
| | | | | .C0-NO CUTOUT | | | |
| 4 | 02 | AMPTLF3048RE | ALLST | STRUCTURE 30" X 48" RECTANGLE TOP LAM | 1 | 190.62 | 190.62 |
| | | | Line Note: | LOBBY/RECEP | | | |
| | | | Options: | .X-STANDARD WOOD | | | |
| | | | | \$(L1STD)-GRD L1 STANDARD LAMINATES | | | |
| | | | | .LT8D-SILVER MESH | | | |
| | | | | .EV-LOFT | | | |
| | | | | .C0-NO CUTOUT | | | |
| 5 | 02 | AMPTPS18L | ALLST | STRUCTURE SQRPED BASE LARGE OCCASIONAL | 1 | 451.54 | 451.54 |
| | | | Line Note: | COMMON AREA | | | |
| | | | Options: | \$(P2)-P2 PAINT GRADE | | | |
| | | | | .PR8-SILVER TEXTURE | | | |
| 6 | 02 | AMPTPS18L | ALLST | STRUCTURE SQRPED BASE LARGE OCCASIONAL | 1 | 451.54 | 451.54 |
| | | | Line Note: | LOBBY/RECEP | | | |
| | | | Options: | \$(P2)-P2 PAINT GRADE | | | |
| | | | | .PR8-SILVER TEXTURE | | | |
| 7 | 02 | Z6CLFL | ALLST | FIXED C-LEG LEFT FOR FLAT/SQ EDGE | 1 | 145.60 | 145.60 |
| | | | Line Note: | OFFICES | | | |
| | | | Options: | \$(P2)-P2 PAINT OPTS | | | |



All Makes
500 E. Court Avenue, Suite 150
Des Moines, IA 50309
Phone: 515.282.2166
Fax: 515.282.5456
Email/Web: www.allmakes.com

Quotation

Page: 2 of 3

Project: D6783
Proj Desc: Field House

Quote: D6783.001
Status: New

Sold To: 8512-00
City of Nevada
1209 6th Street
Nevada, IA 50201

Bill To: 8512-01
City of Nevada
PO BOX 530
Nevada, IA 50201
Attention: Accounts Payable

Ship To: 8512-02
City of Nevada
Field House
1717 Fawcett Parkway
Nevada, IA 50201
Attention: Tim Hansen
Phone: 515-382-4352

| Date Entered | | Customer PO | | Salesperson | | FOB | Terms | |
|--------------|-----|-------------|-------|--|--|-----|-------------|----------|
| 02/08/2023 | | | | Caren Cohee | | D | Net 30 Days | |
| Line | Loc | Item Number | MFG | Description | | Qty | Unit Price | Extended |
| | | | | .PR2-PLATINUM METALLIC | | | | |
| 8 | 02 | Z6CLFR | ALLST | FIXED C-LEG RIGHT FOR FLAT/SQ EDGE | | 1 | 145.60 | 145.60 |
| | | | | Line Note: OFFICES | | | | |
| | | | | Options: \$(P2)-P2 PAINT OPTS | | | | |
| | | | | .PR2-PLATINUM METALLIC | | | | |
| 9 | 02 | HMG7 | HONCO | MOTIVATE 4-LEG CAFE HT STOOL-UPH SEAT | | 3 | 285.30 | 855.90 |
| | | | | Line Note: COMMON AREA | | | | |
| | | | | Options: .N-NO ARM | | | | |
| | | | | .E-STANDARD NYLON GLIDE | | | | |
| | | | | .PT-PLATINUM | | | | |
| | | | | \$(3)-III UPH | | | | |
| | | | | .SX-MOXIE | | | | |
| | | | | 48-BLACKBERRY | | | | |
| | | | | .PR8-SILVER TEXTURE | | | | |
| 10 | 02 | HMG7 | HONCO | MOTIVATE 4-LEG CAFE HT STOOL-UPH SEAT | | 4 | 285.30 | 1,141.20 |
| | | | | Line Note: LOBBY/RECEP | | | | |
| | | | | Options: .N-NO ARM | | | | |
| | | | | .E-STANDARD NYLON GLIDE | | | | |
| | | | | .PT-PLATINUM | | | | |
| | | | | \$(3)-III UPH | | | | |
| | | | | .SX-MOXIE | | | | |
| | | | | 48-BLACKBERRY | | | | |
| | | | | .PR8-SILVER TEXTURE | | | | |
| 11 | 02 | HWH3SSCF | HONCO | WEST HILL THREE SEAT LOUNGE-STD CUSHION CF | | 1 | 2,462.05 | 2,462.05 |
| | | | | Line Note: COMMON AREA | | | | |
| | | | | Options: .B-BOTH ARMS | | | | |
| | | | | \$(2)-GRADE 2 UPH | | | | |
| | | | | .1053-DENIM WASH | | | | |
| | | | | -87-STEEL GREY | | | | |
| | | | | \$(3)-GRADE 3 UPH | | | | |
| | | | | .SX-MOXIE | | | | |
| | | | | 23-BASALT | | | | |
| | | | | \$(2)-GRADE 2 UPH | | | | |
| | | | | .1053-DENIM WASH | | | | |
| | | | | -87-STEEL GREY | | | | |
| | | | | .SM-SQUARE METAL | | | | |
| | | | | P8V-TEXTURED TITANIUM | | | | |
| 12 | 02 | HWH3SSCF | HONCO | WEST HILL THREE SEAT LOUNGE-STD CUSHION CF | | 1 | 2,462.05 | 2,462.05 |
| | | | | Line Note: LOBBY/RECEP | | | | |
| | | | | Options: .B-BOTH ARMS | | | | |
| | | | | \$(2)-GRADE 2 UPH | | | | |
| | | | | .1053-DENIM WASH | | | | |
| | | | | -87-STEEL GREY | | | | |



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Quotation

Page: 3 of 9

Project: D6783
Proj Desc: Field House

Quote: D6783.001
Status: New

Sold To: 8512-00
City of Nevada
1209 6th Street
Nevada, IA 50201

Bill To: 8512-01
City of Nevada
PO BOX 530
Nevada, IA 50201
Attention: Accounts Payable

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Attention: Tim Hansen
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| | | | | | | |
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| Date Entered | | Customer PO | Salesperson | FOB | Terms | |
| 02/08/2023 | | | Caren Cohee | D | Net 30 Days | |
| Line Loc | Item Number | MFG | Description | Qty | Unit Price | Extended |

| | | | | | | |
|-------|----------|-------|--|---|--------|--------|
| | | | \$(3)-GRADE 3 UPH .SX-MOXIE 23-BASALT \$(2)-GRADE 2 UPH .1053-DENIM WASH -87-STEEL GREY .SM-SQUARE METAL P8V-TEXTURED TITANIUM | | | |
| 13 02 | HBTTST42 | HONCO | 42" SOFT SQUARE TOP Line Note: COMMON AREA Options: .N-NO GROMMETS \$(L1STD)-GRD L1 STANDARD LAMINATES .B9-SILVER MESH .LOFT-LOFT | 3 | 210.23 | 630.69 |
| 14 02 | HBTTST42 | HONCO | 42" SOFT SQUARE TOP Line Note: LOBBY/RECEP Options: .N-NO GROMMETS \$(L1STD)-GRD L1 STANDARD LAMINATES .B9-SILVER MESH .LOFT-LOFT | 3 | 210.23 | 630.69 |
| 15 02 | HBTTX30L | HONCO | SEATED HEIGHT X-BASE FOR SUPPORT OF 42" TOPS Line Note: COMMON AREA Options: \$(P2)-P2 PAINT OPTS .PR8-SILVER TEXTURE | 2 | 237.37 | 474.74 |
| 16 02 | HBTTX30L | HONCO | SEATED HEIGHT X-BASE FOR SUPPORT OF 42" TOPS Line Note: LOBBY/RECEP Options: \$(P2)-P2 PAINT OPTS .PR8-SILVER TEXTURE | 2 | 237.37 | 474.74 |
| 17 02 | HCWPT | HONCO | 15" X 17" PERSONAL TABLE Line Note: LOBBY/RECEP Options: \$(L1STD)-GRD L1 STANDARD LAMINATE .LSA1-STERLING ASH .SA-STERLING ASH \$(P2)-P2 PAINT OPTS .PR8-SILVER TEXTURE | 2 | 180.66 | 361.32 |
| 18 02 | HBTTX42L | HONCO | STANDING HEIGHT X-BASE FOR SUPPORT OF 42" TOPS Line Note: LOBBY/RECEP Options: \$(P2)-P2 PAINT OPTS .PR8-SILVER TEXTURE | 1 | 271.39 | 271.39 |
| 19 02 | HCWPT | HONCO | 15" X 17" PERSONAL TABLE Line Note: COMMON AREA | 2 | 180.66 | 361.32 |



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Page: 4 of 9

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 Proj Desc: Field House

Quote: D6783.001
 Status: New

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| Date Entered | | Customer PO | Salesperson | FOB | Terms |
| 02/06/2023 | | | Caren Cohee | D | Net 30 Days |
| Line | Loc | Item Number | MFG | Description | Qty Unit Price Extended |

Options: \$(L1STD)-GRD L1 STANDARD LAMINATE
 .LSA1-STERLING ASH
 .SA-STERLING ASH
 \$(P2)-P2 PAINT OPTS
 .PR8-SILVER TEXTURE

| | | | | | | |
|-------|------|-------|---|----|--------|----------|
| 20 02 | HMG4 | HONCO | MOTIVATE FOUR LEG COUNTER HEIGHT STOOL UPH SEAT | 11 | 273.19 | 3,005.09 |
|-------|------|-------|---|----|--------|----------|

Line Note: COMMON AREA
 Options: .N-NO ARM
 .E-STANDARD NYLON GLIDE
 .PT-PLATINUM
 \$(3)-III UPH
 .SX-MOXIE
 48-BLACKBERRY
 .PR8-SILVER TEXTURE

| | | | | | | |
|-------|------------|-------|--------------------------------|---|--------|--------|
| 21 02 | HHATB3S2LT | HONCO | 3 STAGE 2 LEG RECTANGLE T FOOT | 2 | 457.94 | 915.88 |
|-------|------------|-------|--------------------------------|---|--------|--------|

Line Note: OFFICES
 Options: \$(P2)-P2 PAINT OPTS
 .PR6-SILVER
 .X-STANDARD GLIDE
 .MEM-MEMORY PRESET

| | | | | | | |
|-------|---------------|-------|---|----|--------|----------|
| 22 02 | HMVR-1860G-NS | HONCO | MOTIVATE TABLE RECT 18DX60W 2MM EDGE NESTING BASE | 14 | 608.00 | 8,512.00 |
|-------|---------------|-------|---|----|--------|----------|

Line Note: CONFERENCE ROOM
 Options: .N-NO GROMMETS
 \$(L1STD)-GRD L1 STANDARD LAMINATES
 .LSA1-STERLING ASH
 .SA-STERLING ASH
 .C-CASTER
 \$(P2)-P2 PAINT OPTS
 .T1-PLATINUM METALLIC

| | | | | | | |
|-------|----------|-------|----------------------------------|---|--------|--------|
| 23 02 | HLSL48TW | HONCO | WM TACKBOARD FOR 48W WM OVERHEAD | 2 | 166.72 | 333.44 |
|-------|----------|-------|----------------------------------|---|--------|--------|

Line Note: OFFICES
 Options: \$(A)-GRD A FABRIC
 .REF-REFLECTION
 24-STAINLESS

| | | | | | | |
|-------|-----------|-------|---|---|--------|--------|
| 24 02 | HLSL6014L | HONCO | 60"W X 14"H LAMINATE FLOATING MODESTY PANEL | 2 | 153.22 | 306.44 |
|-------|-----------|-------|---|---|--------|--------|

Line Note: OFFICES
 Options: \$(L2STD)-GRD L2 STANDARD LAMINATES
 .LPT1-PORTICO TEAK
 .P-BLACK

| | | | | | | |
|-------|-------|-------|---------------------------------------|---|-------|-------|
| 25 02 | HF23S | HONCO | CONTAIN SATIN REMOVABLE LOCK CORE KIT | 2 | 25.48 | 50.96 |
|-------|-------|-------|---------------------------------------|---|-------|-------|

Line Note: OFFICES
 Options: .X101E-101E



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Quotation

Page: 5 of 9

Project: D6783
Proj Desc: Field House

Quote: D6783.001
Status: New

Sold To: 8512-00
City of Nevada
1209 6th Street
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| Date Entered | Customer PO | Salesperson | FOB | Terms |
|--------------|-------------|-------------|-----|-------------|
| 02/08/2023 | | Caren Cohee | D | Net 30 Days |

| Line | Loc | Item Number | MFG | Description | Qty | Unit Price | Extended |
|------|-----|-------------|-------|---|-----|------------|----------|
| 26 | 02 | HBTTX42L | HONCO | STANDING HEIGHT X-BASE FOR SUPPORT OF 42" TOPS Line Note: COMMON AREA Options: \$(P2)-P2 PAINT OPTS .PR8-SILVER TEXTURE | 1 | 271.39 | 271.39 |
| 27 | 02 | HMG2 | HONCO | MOTIVATE 4-LEG STACK CHAIR-UPH SEAT-SET/2 Line Note: LOBBY/RECEP Options: .N-NO ARM .E-STANDARD NYLON GLIDE .PT-PLATINUM \$(3)-III UPH .SX-MOXIE 48-BLACKBERRY .PR8-SILVER TEXTURE | 4 | 393.08 | 1,572.32 |
| 28 | 02 | HIWMM | HONCO | IGNITION 2 TASK MID-BACK, ILIRA BACK Line Note: LOBBY/RECEP Options: .Y1-SYNCHO-TILT W SEAT SLIDER .A-HEIGHT AND WIDTH ADJ. ARM .H-HARD CASTER .IM-4-WAY BLACK \$(1)-GR 1 UPH .OP-OPTIC 11-STARRY NIGHT .BL-BLACK ADJUSTABLE LUMBAR .SB-STANDARD BASE .T-BLACK | 2 | 352.56 | 705.12 |
| 29 | 02 | HMG2 | HONCO | MOTIVATE 4-LEG STACK CHAIR-UPH SEAT-SET/2 Line Note: OFFICES Options: .F-FIXED ARM .H-HARD .PT-PLATINUM \$(1)-GR 1 UPH .UR-CONTOURETT 19-GRAPHITE .PLAT-PLATINUM METALLIC | 2 | 398.09 | 796.18 |
| 30 | 02 | HF27S | HONCO | SATIN REMOVABLE LOCK CORE KIT Line Note: OFFICES Options: .X102E-102E | 1 | 20.22 | 20.22 |
| 31 | 02 | HNL1548LL | HONCO | 48X15X15 WALL MOUNT STORAGE LAM LK DRS Line Note: OFFICES Options: .SA-SATIN \$(L2STD)-GRD L2 STANDARD LAMINATES .LPT1-PORTICO TEAK \$(L2STD)-GRD L2 STANDARD LAMINATES | 2 | 580.58 | 1,161.16 |



all makes

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Quotation

Page: 6 of 9

Project: D6783
Proj Desc: Field House

Quote: D6783.001
Status: New

Sold To: 8512-00
City of Nevada
1209 6th Street
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| Date Entered | Customer PO | Salesperson | FOB | Terms |
|--------------|-------------|-------------|-----|-------------|
| 02/08/2023 | | Caren Cohee | D | Net 30 Days |

| Line Loc | Item Number | MFG | Description | Qty | Unit Price | Extended |
|----------|---------------|------------|---|-----|------------|----------|
| | | | .LPT1-PORTICO TEAK | | | |
| 32 02 | HNL231628PBBF | HONCO | 15-3/4WX23-1/8DX28-1/2H BOX/BOX/FILE PEDESTAL | 2 | 435.44 | 870.88 |
| | | Line Note: | OFFICES | | | |
| | | Options: | .E-LOOP/SATIN | | | |
| | | | .P-BLACK | | | |
| | | | \$(L2STD)-GRD L2 STANDARD LAMINATES | | | |
| | | | .LPT1-PORTICO TEAK | | | |
| | | | \$(L2STD)-GRD L2 STANDARD LAMINATES | | | |
| | | | .LPT1-PORTICO TEAK | | | |
| 33 02 | HNLPB1628 | HONCO | 15-3/4W X 27-7/8H PEDESTAL BACK PANEL | 2 | 84.48 | 168.96 |
| | | Line Note: | OFFICES | | | |
| | | Options: | \$(L2STD)-GRD L2 STANDARD LAMINATES | | | |
| | | | .LPT1-PORTICO TEAK | | | |
| 34 02 | HNLRC2448V | HONCO | 48W X 24D RECTANGLE WORKSURFACE VERT GRAIN | 2 | 169.06 | 339.72 |
| | | Line Note: | OFFICES | | | |
| | | Options: | .G-SMOOTH, FLAT | | | |
| | | | DP-PORTICO TEAK | | | |
| | | | .T1-PLATINUM | | | |
| | | | \$(L2STD)-GRD L2 STANDARD LAMINATES | | | |
| | | | .LPT1-PORTICO TEAK | | | |
| 35 02 | HNLRC3072 | HONCO | 72W X 30D RECTANGLE WORKSURFACE | 2 | 253.45 | 506.90 |
| | | Line Note: | OFFICES | | | |
| | | Options: | .G-SMOOTH, FLAT | | | |
| | | | SA-STERLING ASH | | | |
| | | | .X-NO GROMMET | | | |
| | | | \$(L1STD)-GRD L1 STANDARD LAMINATES | | | |
| | | | .LSA1-STERLING ASH | | | |
| 36 02 | HECSJVHP | HONCO | JV HEXAGON POUF | 2 | 476.33 | 952.66 |
| | | Line Note: | COMMON AREA | | | |
| | | Options: | \$(3)-GRADE 3 UPH | | | |
| | | | .SX-MOXIE | | | |
| | | | 48-BLACKBERRY | | | |
| | | | .G-GLIDE | | | |
| 37 02 | HECSMAILBMF | HONCO | LOW-BACK ARROW IN | 1 | 1,744.89 | 1,744.89 |
| | | Line Note: | COMMON AREA | | | |
| | | Options: | .N-NONE | | | |
| | | | \$(3)-GRADE 3 UPH | | | |
| | | | .SX-MOXIE | | | |
| | | | 23-BASALT | | | |
| | | | \$(3)-GRADE 3 UPH | | | |
| | | | .SX-MOXIE | | | |
| | | | 42-PINEAPPLE | | | |
| | | | .P-PLINTH | | | |



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Quotation

Page: 7 of 9

Project: D6783
 Proj Desc: Field House

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 Status: New

Sold To: 8512-00
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| Date Entered | Customer PO | Salesperson | FOB | Terms |
|--------------|-------------|-------------|-----|-------------|
| 02/08/2023 | | Caren Cohee | D | Net 30 Days |

| Line | Loc | Item Number | MFG | Description | Qty | Unit Price | Extended |
|------|-----|----------------|------------|---|-----|------------|----------|
| | | | | P71-BLACK | | | |
| 38 | 02 | HMG2 | HONCO | MOTIVATE 4-LEG STACK CHAIR-UPH SEAT-SET/2 | 5 | 393.08 | 1,965.40 |
| | | | Line Note: | COMMON AREA | | | |
| | | | Options: | .N-NO ARM | | | |
| | | | | .E-STANDARD NYLON GLIDE | | | |
| | | | | .PT-PLATINUM | | | |
| | | | | \$(3)-III UPH | | | |
| | | | | .SX-MOXIE | | | |
| | | | | 48-BLACKBERRY | | | |
| | | | | .PR8-SILVER TEXTURE | | | |
| 39 | 02 | HECSMAOLBMF | HONCO | LOW-BACK ARROW OUT | 1 | 1,713.44 | 1,713.44 |
| | | | Line Note: | COMMON AREA | | | |
| | | | Options: | .N-NONE | | | |
| | | | | \$(3)-GRADE 3 UPH | | | |
| | | | | .SX-MOXIE | | | |
| | | | | 23-BASALT | | | |
| | | | | \$(3)-GRADE 3 UPH | | | |
| | | | | .SX-MOXIE | | | |
| | | | | 42-PINEAPPLE | | | |
| | | | | .P-PLINTH | | | |
| | | | | P71-BLACK | | | |
| 40 | 02 | HECSOTP | HONCO | TRAPEZOID OTTOMAN | 1 | 882.56 | 882.56 |
| | | | Line Note: | COMMON AREA | | | |
| | | | Options: | .N-NONE | | | |
| | | | | \$(3)-GRADE 3 UPH | | | |
| | | | | .SX-MOXIE | | | |
| | | | | 23-BASALT | | | |
| | | | | .P-PLINTH | | | |
| | | | | P71-BLACK | | | |
| 41 | 02 | HH870924 | HONCO | TASKLIGHT 24W | 2 | 95.13 | 190.26 |
| | | | Line Note: | OFFICES | | | |
| 42 | 02 | HF23S | HONCO | CONTAIN SATIN REMOVABLE LOCK CORE KIT | 2 | 25.48 | 50.96 |
| | | | Line Note: | OFFICES | | | |
| | | | Options: | .X102E-102E | | | |
| 43 | 02 | HSTP652424LFFM | HONCO | CONTAIN 65HX24WX24D PERSTWR PLINTH WTLFRNT LH FF | 1 | 1,128.68 | 1,128.68 |
| | | | Line Note: | OFFICES | | | |
| | | | Options: | .BX-RECESSED PLINTH | | | |
| | | | | .A-ARCH | | | |
| | | | | PR0-ANODIZED SILVER | | | |
| | | | | \$(P2)-P2 PAINT OPTS | | | |
| | | | | .T1-PLATINUM METALLIC | | | |
| | | | | \$(MATCH)-MATCH CASE | | | |



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| 02/08/2023 | | | | Caren Cohee | | D | Net 30 Days | | | | | | | | |
| Line | Loc | Item Number | MFG | Description | | Qty | Unit Price | Extended | | | | | | | |
| 44 | 02 | HSTP652424RFFM | HONCO | .NA-MATCH CASE | | 1 | 1,128.68 | 1,128.68 | | | | | | | |
| | | | | .X-OMIT LOCK | | | | | | | | | | | |
| | | | | CONTAIN 65HX24WX24D PERSTWR PLINTH | | | | | | | | | | | |
| | | | | MTLFRNT RH FF | | | | | | | | | | | |
| | | | | Line Note: OFFICES | | | | | | | | | | | |
| | | | | Options: .BX-RECESSED PLINTH | | | | | | | | | | | |
| | | | | .A-ARCH | | | | | | | | | | | |
| | | | | PR0-ANODIZED SILVER | | | | | | | | | | | |
| | | | | \$(P2)-P2 PAINT OPTS | | | | | | | | | | | |
| | | | | .T1-PLATINUM METALLIC | | | | | | | | | | | |
| | | | | \$(MATCH)-MATCH CASE | | | | | | | | | | | |
| | | | | .NA-MATCH CASE | | | | | | | | | | | |
| | | | | .X-OMIT LOCK | | | | | | | | | | | |
| 45 | 02 | HIWMM | HONCO | IGNITION 2 TASK MID-BACK, ILIRA BACK | | 2 | 352.56 | 705.12 | | | | | | | |
| | | | | Line Note: OFFICES | | | | | | | | | | | |
| | | | | Options: .Y1-SYNCHO-TILT W SEAT SLIDER | | | | | | | | | | | |
| | | | | .A-HEIGHT AND WIDTH ADJ. ARM | | | | | | | | | | | |
| | | | | .H-HARD CASTER | | | | | | | | | | | |
| | | | | .IM-4-WAY BLACK | | | | | | | | | | | |
| | | | | \$(1)-GR 1 UPH | | | | | | | | | | | |
| | | | | .OP-OPTIC | | | | | | | | | | | |
| | | | | 11-STARRY NIGHT | | | | | | | | | | | |
| | | | | .BL-BLACK ADJUSTABLE LUMBAR | | | | | | | | | | | |
| | | | | .SB-STANDARD BASE | | | | | | | | | | | |
| | | | | .T-BLACK | | | | | | | | | | | |
| | | | | 46 | 02 | | | | HMG2 | HONCO | MOTIVATE 4-LEG STACK CHAIR-UPH SEAT-SET/2 | | 14 | 398.09 | 5,573.26 |
| Line Note: CONFERENCE ROOM | | | | | | | | | | | | | | | |
| Options: .F-FIXED ARM | | | | | | | | | | | | | | | |
| .H-HARD | | | | | | | | | | | | | | | |
| .PT-PLATINUM | | | | | | | | | | | | | | | |
| \$(1)-GR 1 UPH | | | | | | | | | | | | | | | |
| .UR-CONTOURETT | | | | | | | | | | | | | | | |
| 19-GRAPHITE | | | | | | | | | | | | | | | |
| .PLAT-PLATINUM METALLIC | | | | | | | | | | | | | | | |
| 47 | 02 | HECSOAE | HONCO | | | ANGLE END LEFT | | 1 | | | 751.79 | 751.79 | | | |
| | | | | | | Line Note: COMMON AREA | | | | | | | | | |
| | | | | | | Options: .N-NONE | | | | | | | | | |
| | | | | | | \$(3)-GRADE 3 UPH | | | | | | | | | |
| | | | | .SX-MOXIE | | | | | | | | | | | |
| | | | | 22-SMOKESTACK | | | | | | | | | | | |
| | | | | .P-PLINTH | | | | | | | | | | | |
| | | | | P71-BLACK | | | | | | | | | | | |
| | | | | 48 | 02 | HF27S | HONCO | | SATIN REMOVABLE LOCK CORE KIT | | | | 1 | 20.75 | 20.75 |



All Makes
 500 E. Court Avenue, Suite 150
 Des Moines, IA 50309
 Phone: 515.282.2166
 Fax: 515.282.5456
 Email/Web: www.allmakes.com

Quotation

Page: 3 of 3

Project: D6783
 Proj Desc: Field House

Quote: D6783.001
 Status: New

Sold To: 8512-00
 City of Nevada
 1209 6th Street
 Nevada, IA 50201

Bill To: 8512-01
 City of Nevada
 PO BOX 530
 Nevada, IA 50201
 Attention: Accounts Payable

Ship To: 8512-02
 City of Nevada
 Field House
 1717 Fawcett Parkway
 Nevada, IA 50201
 Attention: Tim Hansen
 Phone: 515-382-4352

| Date Entered | | Customer PO | | Salesperson | | FOB | Terms | |
|--------------|-----|--------------------------------|------------|--|---|--------------------|-------------|-----------|
| 02/08/2023 | | | | Caren Cohee | | D | Net 30 Days | |
| Line | Loc | Item Number | MFG | Description | | Qty | Unit Price | Extended |
| | | | Line Note: | | OFFICES | | | |
| | | | Options: | | X101E-101E | | | |
| 49 | 02 | NT1MGG | HUMAS | NEATTECH, GEN 1, MINI, PINSTRIPE GRAPHITE/GRAY TRIM | | 2 | 88.61 | 177.22 |
| | | | Line Note: | | OFFICES | | | |
| 50 | 02 | TARIFF CHARGE | ALLST | Surcharge | | 1 | 249.27 | 249.27 |
| 51 | 02 | MFG ND FREIGHT CHARGE | HUMAS | Manufacturer ND Freight Charge | | 1 | 12.40 | 12.40 |
| 52 | 02 | *LABOR CHARGE - NON TAXABLE | LUNASERVIC | *Labor Charge - Non Taxable | | 1 | 4,965.00 | 4,965.00 |
| | | | Line Note: | | Labor to Receive, Deliver and Install Products during Normal Business Hours. | | | |
| | | | | | | Subtotal | | 58,106.85 |
| | | | | | | TOTAL AMOUNT - USD | | 58,106.85 |

This Quote will expire on: March 13, 2023

TERMS AND CONDITIONS

ACCEPTANCE AND INCORPORATION BY REFERENCE. This quotation becomes a contract when accepted by All Makes and is subject to All Makes full terms and conditions available at any All Makes' location and by request. Orders over \$5,000 will incur a 3% convenience fee when paid by credit card. DEPOSITS. A 50% deposit is required for special orders from buyers with a commercial credit account in good standing; a 75% deposit is required for projects over \$100,000. A 100% deposit is required for orders from buyers without an account and is due upon acceptance. Remaining balances are due per the terms above.

CANCELLATION AND CHANGES. Special order merchandise is non-returnable. Cancelling or making changes to an order after acceptance will be subjected to a restocking fee.

WARRANTY. All new products are guaranteed to be free from defects in material or workmanship for a period of at least twelve (12) months from the date of delivery unless specified by mfg. warranty. Defective products will be repaired or replaced with proof of purchase. All used products are sold AS IS with NO WARRANTY and may not be returned.

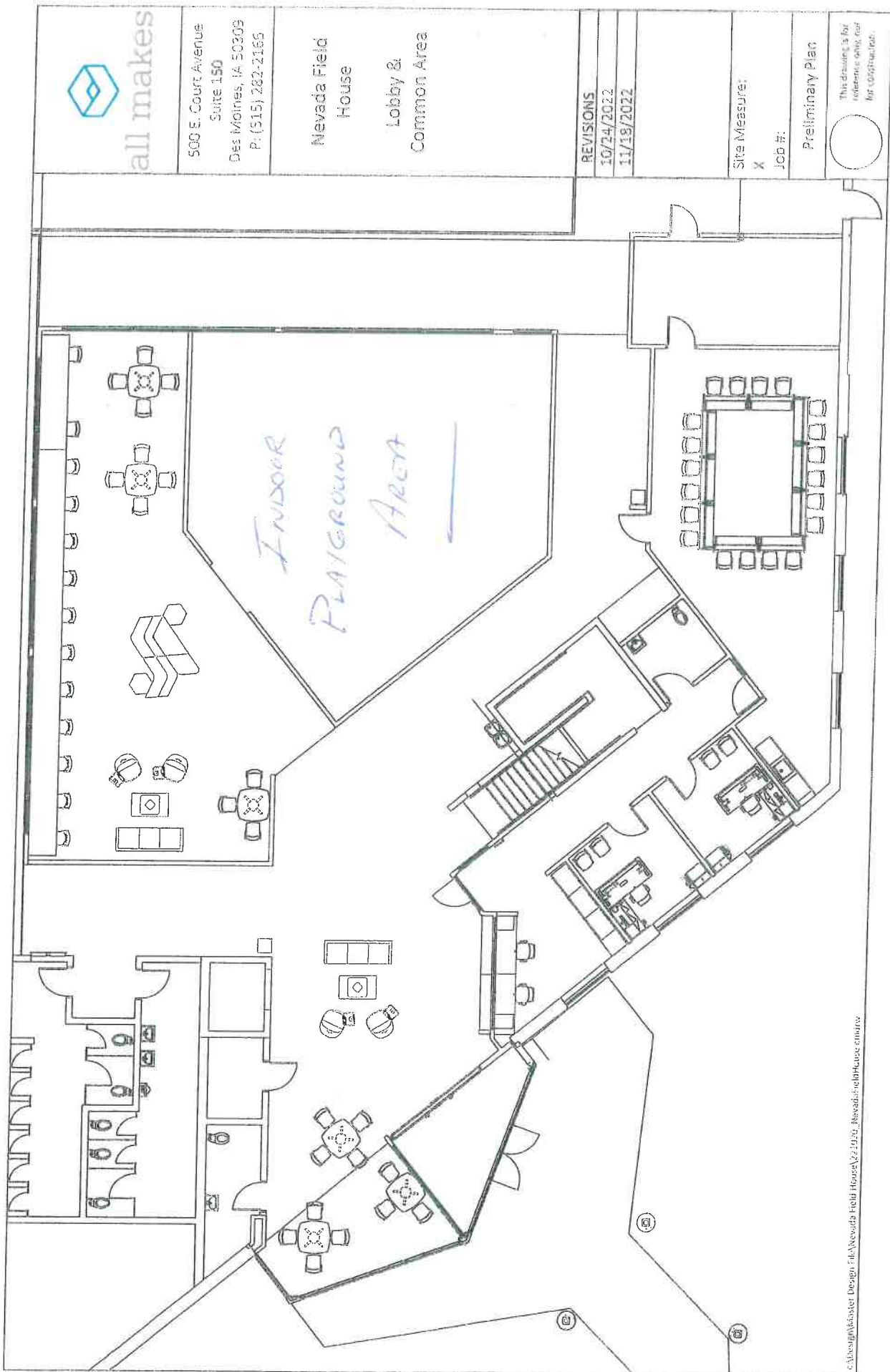
Subtotal 58,106.85
 Total 58,106.85

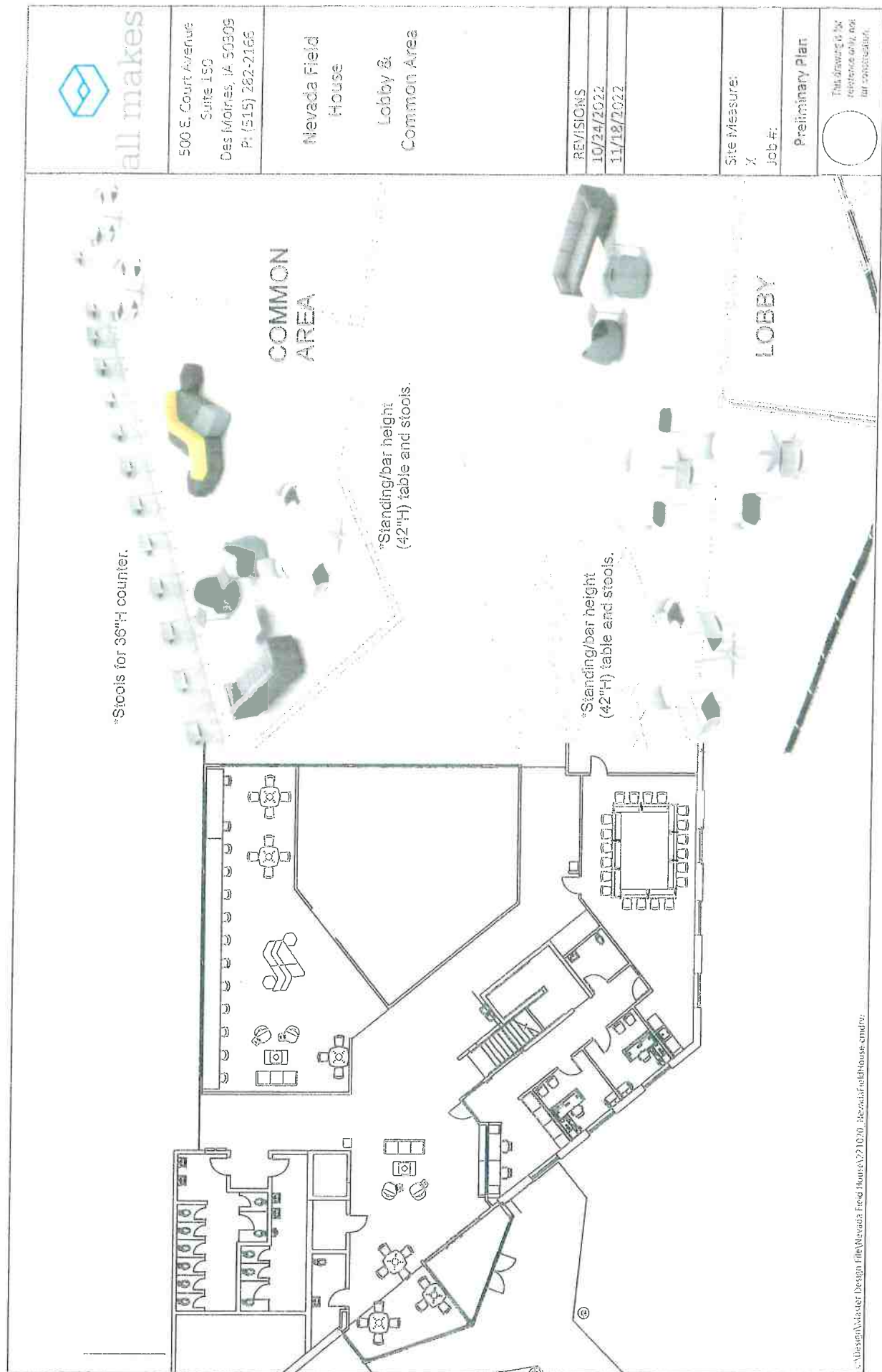
PRINT NAME

TITLE

SIGNATURE

DATE







all makes

500 E. Court Avenue
Suite 150
Des Moines, IA 50309
P: (515) 282-2166

Nevada Field
House
Offices

REVISIONS
10/24/2022
11/13/2022

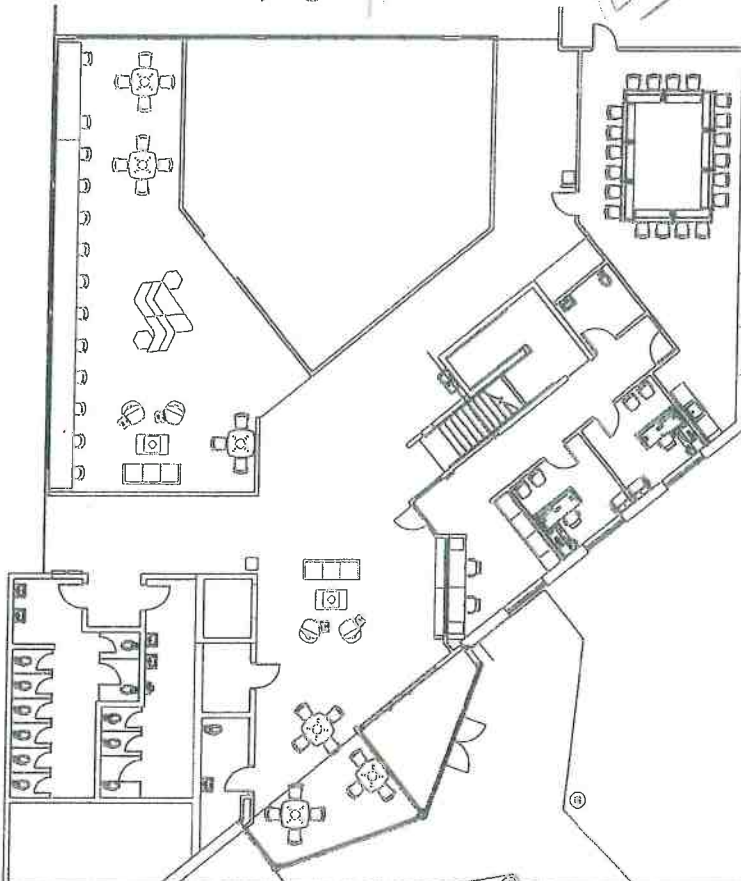
Site Measure:
X
Job #:

Preliminary Plan

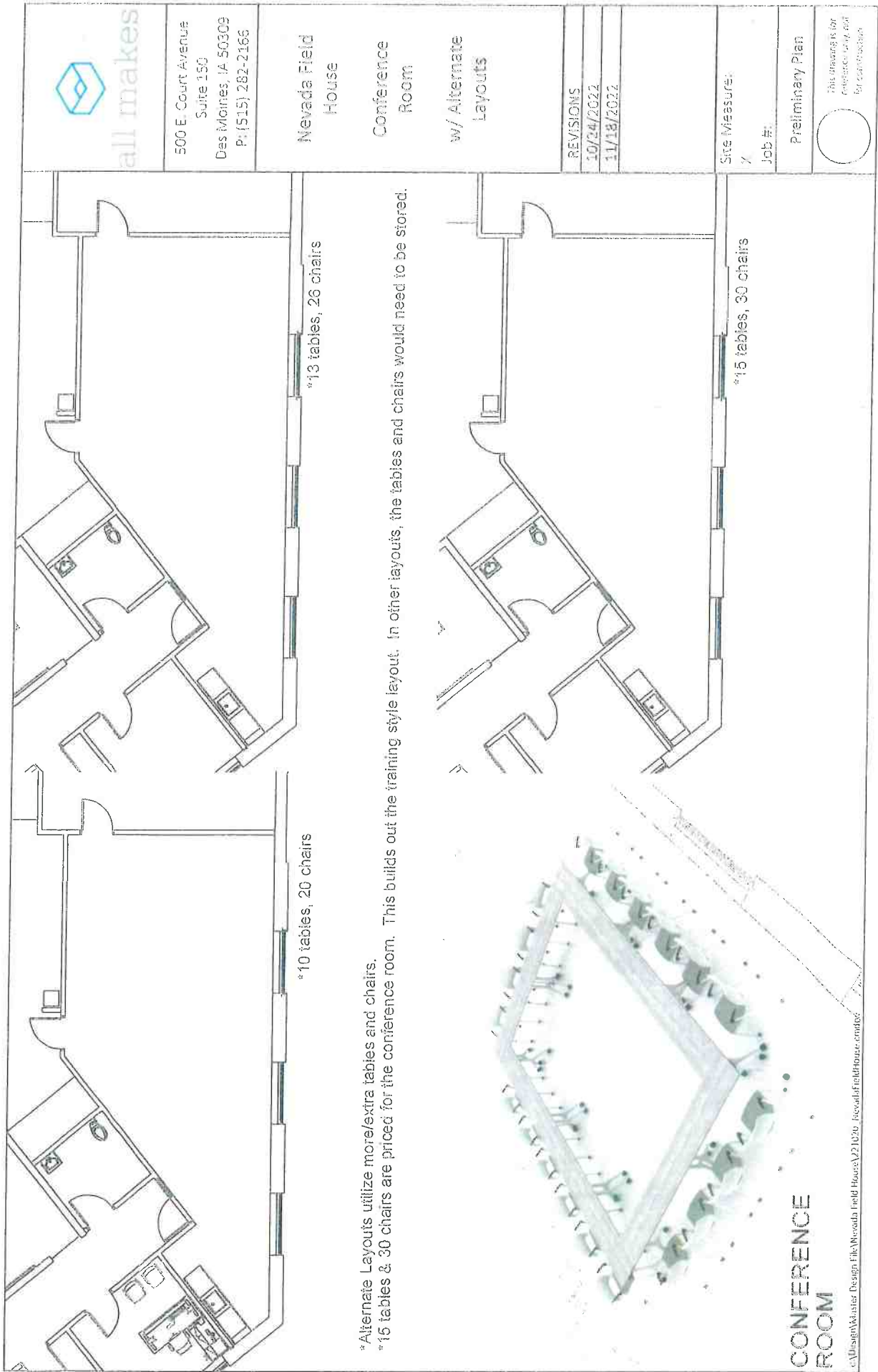
This drawing is not
intended to be used
for construction

*Front
View of
Storage

TYPICAL
OFFICE



c:\Users\jblake\Documents\Nevada Field House\271030 Nevada Field House.cdw



| Quote ID | Terms | Quote Expires | Quote Contact | Site Contact |
|----------|-------------|---------------|--|--|
| 87010-00 | Net 30 Days | 04/06/2023 | Sue Beach / cell: (319) 883-1578 / sueb@fepremier.com | Sue Beach / (319) 883-1578 / sueb@fepremier.com |

Summary by Room (Quote Room List)

| Building / Room | Subtotal |
|--|-------------|
| Field House, Conference (-) | \$15,725.78 |
| Field House, Lobby (-) | \$20,314.14 |
| Field House, Office (Private Office 1) | \$5,475.95 |
| Field House, Office 2 (Private Office 2) | \$5,475.95 |
| Field House, Social (Gathering Area) | \$7,109.59 |
| Field House, Z-Options (-) | \$3,328.05 |

Building: Field House / Room # Conference (-)

| Vendor: Welter Storage Equipment Company, Inc. | CP Quote #2021 | Discount: .00 % | Install: 0.00% | Freight: 0.00% |
|--|----------------|-----------------|----------------|----------------|
|--|----------------|-----------------|----------------|----------------|

| Line No. | Qty. | Model No./Description | List Price | Your Price | Ext. Price |
|----------|------|---|------------|------------|------------|
| 1 | 14 | HMBFLIP181.C.P FLIP TOP BASE * Huddle Series * Paint Selection * Casters Option: Paint Selection - Black (qty. 1 each) (top \$5.00) | \$883.00 | \$424.31 | \$5,940.34 |
| 2 | 14 | HMG2.F.A.IA.CU10.CBK 4 LEG STACK CHAIR- UPH SEAT * Motivate Series * Set of 2 * Arm - Fixed * Soft Casters * Frame Charblack * Fabric Centurion Black Option: Frame Charblack (qty. 1 each) (top \$1.00) Option: Set 1 Upholster Centurion-Black (qty. 1 each) (top \$1.00) Option: Soft Casters (qty. 1 each) (top \$1.00) | \$953.00 | \$478.16 | \$6,694.24 |
| 3 | 14 | HMT1860E.N.\$(LISTD)~.- LAMINATE TOP WITH T MOLD * Huddle Series * 18 x 60 * No Grommets * Standard Laminate Finish * T-Mold Finish Option: Grille Standard Laminate (top qty. 1 each) (top \$1.00) Option: T-Mold - Black (qty. 1 each) (top \$1.00) | \$469.00 | \$220.80 | \$3,091.20 |

Vendor Subtotal: \$15,725.78

Room (Field House / Room # -) Subtotal: \$15,725.78

Building: Field House / Room # Lobby (-)

| Vendor: Fomcore LLC | CP Quote #2018 | Discount: .00 % | Install: 0.00% | Freight: 0.00% |
|---------------------|----------------|-----------------|----------------|----------------|
|---------------------|----------------|-----------------|----------------|----------------|

| Line No. | Qty. | Model No./Description | List Price | Your Price | Ext. Price |
|----------|------|--|------------|------------|------------|
| 1 | 2 | F113-72X18X18-BASE-GRI-OPTA BOOMERANG BENCH, GRI * Network Series * 72"D x 18"W x 18"H * 18" Seat height * Grade 1 upholstery * Base options * All foam construction * Reinforced seams and stitching | \$2,910.00 | \$1,455.00 | \$2,910.00 |
| 2 | 1 | F114-20.75X18X18-BASE-GRI-OPTA TRIANGLE OTTOMAN, GRI * Network Series * 20-3/4"D x 18"W x 18"H * 18" Seat height * Grade 1 upholstery * Base options * All foam construction * Reinforced seams and stitching | \$810.00 | \$405.00 | \$405.00 |
| 3 | 2 | F115-41.5X18X18-BASE-GRI-OPTA TRAPEZOID BENCH, GRI * Network Series * 18"D x 41-1/2"W x 18"H * Reinforced seams and stitching * All Foam Construction * Grade 1 upholstery * Base options | \$1,190.00 | \$595.00 | \$1,190.00 |
| 4 | 2 | F123-72X18X25-BASE-GRI-OPTA BOOMERANG SOFA, GRI * Network Series * 72"D x 18"W x 25"H * All foam construction * Grade 1 upholstery * Base options | \$3,635.00 | \$1,817.50 | \$3,635.00 |

Vendor Subtotal: \$8,140.00

| | | | | |
|--|----------------|-----------------|----------------|----------------|
| Vendor: Welter Storage Equipment Company, Inc. | CP Quote #2021 | Discount: .00 % | Install: 0.00% | Freight: 0.00% |
|--|----------------|-----------------|----------------|----------------|

| Line No. | Qty. | Model No./Description | List Price | Your Price | Ext. Price |
|----------|------|---|------------|------------|------------|
| 1 | 4 | HCWFT.LFT1.~.\$(P1)~ PERSONAL TABLE * 15 x 17 * Partnership Laminates Grade 1 * Edge Finish * Paint Finish Option: Please Specify Standard Option - Edge (qty 1 each) (sep \$1.00) Option: Please Specify Standard Option - Paint Finish (qty 1 each) (sep \$2.00) 2x 15x17 Laminates w/ Laminates (P1) (qty 2 each) (sep \$1.00) | \$433.00 | \$203.85 | \$815.40 |
| 2 | 4 | HQ01 HON SKIP COLLABORATIVE SEATING * Multicolored Hard Plastic Frame * Armless * Back Color: Light Gray * 35.5D x 31H x 28W | \$1,106.00 | \$554.92 | \$2,219.68 |
| 3 | 4 | HQ01CUSH.SLT CUSHION * Fabric- Slate | \$215.00 | \$107.88 | \$431.52 |
| 4 | 4 | HFLS42.~.N.\$(L1STD)~ LAMINATE TOP * Preside Series * 42" Square * No Grommets * Laminate Finish * Edge Finish Option: Please Specify Standard Option - Edge (qty 1 each) (sep \$1.00) Option: Please Specify Standard Option - Paint Finish (qty 1 each) (sep \$2.00) | \$544.00 | \$256.12 | \$1,024.48 |
| 5 | 4 | HTXLEG ALUMINUM X-LEG * Preside Series * Paint Finish Option: Please Specify Standard Option - Paint Finish (qty 1 each) (sep \$1.00) | \$624.00 | \$299.85 | \$1,199.40 |
| 6 | 2 | MWH3SCF.B.\$(3)~.\$(3)~.\$(3)~ THREE SEAT LOUNGE WITH STANDARD CUSHION * Willow Hill Series * Both Arms * Fabric Selection Grade 3 * Foot Option: Please Specify Standard Option - Fabric (qty 1 each) (sep \$1.00) Option: Please Specify Standard Option - Frame (qty 1 each) (sep \$1.00) Option: Please Specify Standard Option - Foot (qty 1 each) (sep \$1.00) | \$6,033.00 | \$3,016.50 | \$6,033.00 |
| 7 | 2 | PL2149 COFFE TABLE * Harmony Series * 24"D x 48" * Laminate Top with Wood Base | \$338.00 | \$225.33 | \$450.66 |

| Line No. | Qty. | Model No./Description | List Price | Your Price | Ext. Price |
|----------|------|-----------------------|------------|------------|------------|
|----------|------|-----------------------|------------|------------|------------|

Vendor Subtotal: \$12,174.14

Room (Field House / Room # -) Subtotal: \$20,314.14

Building: Field House / Room # Office (Private Office 1)

| Vendor: Welter Storage Equipment Company, Inc. | CP Quote #2021 | Discount: .00 % | Install: 0.00% | Freight: 0.00% |
|--|----------------|-----------------|----------------|----------------|
|--|----------------|-----------------|----------------|----------------|

| Line No. | Qty. | Model No./Description | List Price | Your Price | Ext. Price |
|----------|------|---|------------|------------|------------|
| 1 | 1 | H10502.LPT1 PEDESTAL FILE * 10500 Series * Box/Box/File * 15-5/8W x 22-3/4D * Laminate Finish Option: Grid L2 Standard Laminates - Portico Task (qty 1 each) (srp \$400) | \$875.00 | \$486.50 | \$486.50 |
| 2 | 1 | H10534.LPT1LPT1 STACK- ON STORAGE * 10500 Series * 72W X 14-5/8D X 37-1/8H * Laminate Selection Option: Grid L2 Standard Laminates - Portico Task (qty 1 each) (srp \$3,000) | \$1,290.00 | \$717.24 | \$717.24 |
| 3 | 1 | H10541X.LPT1LPT1 CREDENZA SHELL * 10500 Series * 72W X 24D X 29-1/2H * Laminate Finish Option: Grid L2 Standard Laminates - Portico Task (qty 1 each) (srp \$900) | \$901.00 | \$500.96 | \$500.96 |
| 4 | 1 | H105856.LPT1 BACK ENCLOSURE FOR 72W STACK ON STORAGE * 10500 Series * Laminate Selection Option: Grid L2 Standard Laminates - Portico Task (qty 1 each) (srp \$300) | \$306.00 | \$170.14 | \$170.14 |
| 5 | 1 | H105R2460.LPT1DP RECTANGLE WORKSURFACE * 60W x 24D * Laminate Selection Option: Grid L2 Standard Laminates - Portico Task (qty 1 each) (srp \$400) | \$406.00 | \$225.74 | \$225.74 |
| 6 | 1 | H90056.\$(A)~ TACKBOARD FOR 72W STACK-ON * 10500 Series * Fabric Selection Option: Please Specify Standard Option - Fabric- Grade A (qty 1 each) (srp \$400) | \$405.00 | \$225.18 | \$225.18 |
| 7 | 1 | HH870960 TASKLIGHT 80W | \$348.00 | \$193.49 | \$193.49 |
| 8 | 1 | HHABETA2S2L.SVR.X.UD ETA HAT BASE * Paint - Silver Generic * Standard Glide * Basic Up/Down Keypad | \$838.00 | \$465.93 | \$465.93 |
| 9 | 1 | HIWMM.Y0.A.HJM.\$(1)~.BL.SB.T MID-BACK ILMA BACK TASK CHAIR * Ignition Series * Control- Simple Synchro-Tilt Control * Arm - Height and Width Adjustable Arm * Hard Casters * Fabric Grade 1 * Lumbar - Black Adjustable * Standard Base * Black Frame Option: Please Specify Standard Option - Fabric (qty 1 each) (srp \$,000) | \$823.00 | \$457.59 | \$457.59 |
| 10 | 1 | HL5L6014L.LPT1.P MODESTY PANEL FOR SIT TO STAND * Laminate Finish * Paint Finish Option: Grid L2 Standard Laminates - Portico Task (qty 1 each) (srp \$400) Option: Paint Selection - Black (qty 1 each) (srp \$400) | \$356.00 | \$190.71 | \$190.71 |

| Line No. | Qty. | Model No./Description | List Price | Your Price | Ext. Price |
|----------|------|--|------------|------------|------------|
| 9 | 1 | HIWMM.Y0.A.H.IM.\$(1)~.BL.SB.T MID-BACK ILIRA BACK TASK CHAIR * Ignition Series * Control- Simple Synchro-Tilt Control * Arm - Height and Width Adjustable Arm * Hard Casters * Fabric Grade 1 * Lumbar - Black Adjustable * Standard Base * Black Frame Option: Please Specify Standard Option - Fabric (qty 1 each) (srp \$5.00) | \$823.00 | \$457.59 | \$457.59 |
| 10 | 1 | HLSL6014L.LPT1.D MODESTY PANEL FOR SIT TO STAND * Laminate Finish * Paint Finish Option: Grid L2 Standard Laminates- Partition Back (qty 1 each) (srp \$5.00) Option: Paint Selection - Black (qty 1 each) (srp \$5.00) | \$356.00 | \$190.71 | \$190.71 |
| 11 | 1 | HMG2.F.A.LA.CU10.CBK 4 LEG STACK CHAIR- UPH SEAT * Motivate Series * Set of 2 * Arm - Fixed * Soft Casters * Frame Charblack * Fabric Centurion Black Option: Frame Charblack (qty 1 each) (srp \$5.00) Option: Set of 2 UPH - Centurion - Black (qty 1 each) (srp \$5.00) Option: Shell: Lava (qty 1 each) (srp \$5.00) | \$953.00 | \$478.16 | \$478.16 |
| 12 | 1 | HSTP652424RFFM.~.~.\$(P1)~.\$(P1)~.L LOCKING PERSONAL TOWER * 24 D x 24 W x 65 H * Base Finish * Pull Selection * Paint Finish Option: Please Specify Standard Option Base (qty 1 each) (srp \$5.00) Option: Please Specify Standard Option Paint (qty 1 each) (srp \$5.00) Option: Please Specify Standard Option Pull (qty 1 each) (srp \$5.00) | \$2,798.00 | \$1,364.31 | \$1,364.31 |

Vendor Subtotal: \$5,475.95

Room (Field House / Room # Private Office 2) Subtotal: \$5,475.95

Building: Field House / Room # Social (Gathering Area)

| | | | | |
|--|----------------|-----------------|----------------|----------------|
| Vendor: Welter Storage Equipment Company, Inc. | CP Quote #2021 | Discount: .00 % | Install: 0.00% | Freight: 0.00% |
|--|----------------|-----------------|----------------|----------------|

| Line No. | Qty. | Model No./Description | List Price | Your Price | Ext. Price |
|----------|------|--|------------|------------|------------|
| 1 | 9 | HMG2.N.E.~.\$(3)~.~ ARMLESS 4 LEG STACK CHAIR, UPHL SEAT * Motivate Series * Set of 2 * Shell Finish * Frame Finish * Fabric Selection - III Uph * Standard Nylon Glides Option: Please Specify Standard Option - Fabric (qty 1 each) (srp \$5.00) Option: Please Specify Standard Option - Frame (qty 1 each) (srp \$5.00) Option: Please Specify Standard Option - Shell (qty 1 each) (srp \$5.00) | \$941.00 | \$472.13 | \$4,249.17 |
| 2 | 7 | HMG7.N.E.~.\$(3)~.~ ARMLESS 4 LEG CAFE STOOL, UPHL SEAT * Motivate Series * D/Dia. x W/Adj. W x H/Adj. Ht. * Shell Finish * Fabric Selection * Frame Finish * Standard Nylon Glides Option: Please Specify Standard Option - Fabric (qty 1 each) (srp \$5.00) Option: Please Specify Standard Option - Frame (qty 1 each) (srp \$5.00) Option: Please Specify Standard Option - Shell (qty 1 each) (srp \$5.00) | \$644.00 | \$227.40 | \$1,591.80 |
| 3 | 2 | HTFXM42 X BASE * Preside Series * 42.5"H * Paint Selection Option: Please Specify Standard Option - Paint Finish (qty 1 each) (srp \$5.00) | \$787.00 | \$378.19 | \$756.38 |

| Line No. | Qty. | Model No./Description | List Price | Your Price | Ext. Price |
|----------|------|---|------------|------------|------------|
| 4 | 2 | HMLS42...M.\$(L1STD)~ LAMINATE TOP * Preside Series * 42" Square * No Grommets * Laminate Finish * Edge Finish Option: Shell (Qty 1 each) (asp \$500) Option: Please Specify Standard Option - Frame (Qty 1 each) (asp \$500) Option: Please Specify Standard Option - Shell (Qty 1 each) (asp \$500) | \$544.00 | \$256.12 | \$512.24 |

Vendor Subtotal: \$7,109.59

Room (Field House / Room # Gathering Area) Subtotal: \$7,109.59

Building: Field House / Room # Z-Options (-)

| | | | | |
|---|-----------------------|------------------------|-----------------------|-----------------------|
| Vendor: Welter Storage Equipment Company, Inc. | CP Quote #2021 | Discount: .00 % | Install: 0.00% | Freight: 0.00% |
|---|-----------------------|------------------------|-----------------------|-----------------------|

| Line No. | Qty. | Model No./Description | List Price | Your Price | Ext. Price |
|----------|------|--|------------|------------|------------|
| 1 | 11 | HMG4.N.E... ARMLESS 4 LEG COUNTER CHAIR UPH SEAT * Motivate Series * Shell Finish * Fabric Finish * Frame Finish * Standard Nylon Glides Option: Please Specify Standard Option - Fabric (Qty 1 each) (asp \$3.00) Option: Please Specify Standard Option - Frame (Qty 1 each) (asp \$5.00) Option: Please Specify Standard Option - Shell (Qty 1 each) (asp \$5.00) | \$603.00 | \$302.55 | \$3,328.05 |

Vendor Subtotal: \$3,328.05

Room (Field House / Room #) Subtotal: \$3,328.05

Summary by Vendor

| Vendor | Bid No. | Subtotal |
|--|----------------|-------------|
| FOMCORE LLC | CP Quote #2018 | \$8,140.00 |
| WELTER STORAGE EQUIPMENT COMPANY, INC. | CP Quote #2021 | \$49,289.46 |

Product: \$57,429.46

Install: \$1,700.00

Freight: \$500.00

[---] Sales Tax at 7.500%: \$0.00

Total: \$59,629.46

Notes

Installation Notes: Cost is based on all work done in one phase during normal business hours. With the space being 100% ready for installation, not needing to stage products then move again due to other contractor work. With us bringing in furniture, and placing directly into installation space. Price does not include any stair carry or punch trips.

Item # 10C
Date: 3-27-23

DATE: 03/27/2023

COUNCIL ACTION FORM

AGENDA ITEM: Discussion on which Copier to go with for City Hall

HISTORY:

City Hall is currently working through different proposals with four different companies on upgrading our current copiers and printers. This topic was originally brought up due to the continual issues we've had with our current products. When originally reached out to Marco, we were informed, unfortunately, we were stuck with the current products until our lease was expired due to Marco purchasing the existing lease from Executive Technologies. The lease is now coming up for renewal or cancellation, depending on who we go with. We are looking at keeping the same size and speed as our current ones but plan on eliminating a couple of desktop printers that are in personal offices.

OPTIONS:

1. RICOH: **\$831.04/ month- 60 term lease (includes service plan)**
 - Term Price Protection on Service rates (60 months)
 - Full Parts and Labor Protection
 - Supply inclusive (paper excluded)
 - All annual color overages billed at \$.04
 - All annual BW overages billed at \$.0045
2. Konica Minolta: **\$1,017.97/ month-60 term lease**
 - No escalations
 - Lease and Maintenance included in payment
 - Includes all parts, supplies, labor and service calls
 - Color overages billed at \$.043
 - BW overages billed at \$.0068
3. Marco: **Konica Minolta/Lexmark \$789.68/ month-60 term lease**
 - BW overages billed at .0035/.015
 - Color overages billed at .035/.07
4. Access Systems: **Sharp \$663.94/ month-60 term lease**
 - Locked rates for term of lease
 - No increase percentage rate over term
 - Color overages billed at \$.033
 - BW overages billed at \$.0035

STAFF'S RECOMMENDED ACTION:

Therefore, it is the recommendation of City Staff that Council approves Option 4, Access systems because the cost breakdown is much less than the other options, higher savings long term.



City of Nevada

Business Services
Proposal

RICOH
imagine. change.

PREPARED BY:

Brandon Jewell

Phone: 712-330-6474

Email: brandon.jewell@ricoh-usa.com

Feb 7th, 2023



About Ricoh

For over 80 years, Ricoh has transformed the way people work with breakthrough technologies that help businesses innovate and grow. Our focus has always been to envision what the future will look like so that we can help prepare you for success.

Today, that means improving workplaces using innovative technologies & services enabling individuals to work smarter.

Learn more:
ricoh-usa.com/about-us



Video: Ricoh is empowering digital workplaces

Ricoh's team is always there when we need them. And they understand and respect what we do, so they work diligently to resolve issues quickly.

**Oregon based
Non-profit Organization**

Dear Jordan,

On behalf of your Ricoh team, thank you for allowing us to discuss your organization's challenges and how we can deliver the solutions that will help propel your business forward and position you for success. Based on our conversations, we have prepared a proposal that will assist you in achieving your goals.

Ricoh has transformed the way people live and work with breakthrough technologies and services. Our solutions help you to remove obstacles to sustained growth by optimizing the flow of information and automating antiquated processes to increase productivity.


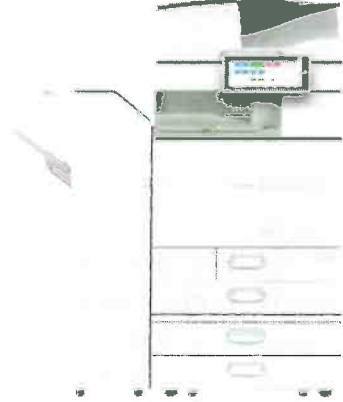

In addition, our extensive experience in a wide range of industries gives us in-depth knowledge of your unique challenges — and how our services can help overcome them.

We appreciate your time and look forward to helping your organization work smarter.



Sincerely,

Brandon Jewell
Enterprise Account Manager
712-330-6474
Brandon.jewell@ricoh-usa.com

Ricoh MFP – optimized configuration

| | | |
|---|--|--|
| 1 | <p>Ricoh IM C6000: 60-ppm</p> <ul style="list-style-type: none"> •220-Sheet Single Pass Document Feeder •Recommended Monthly Volume: 15,000 impressions/month •Maximum Monthly Volume: 50,000 impressions/month •Power Requirements: 120-127V, 16A, 60Hz •Dimensions include recommended configuration: •W × D × H (inches): 75.12 × 34.65 × 48.23 •Paper Capacity: 7,600 •100 Sheet Finisher/Stapler •PostScript3 •Fax |  |
| 1 | <p>Ricoh IM C4500: 45-ppm</p> <ul style="list-style-type: none"> •220-Sheet Single Pass Document Feeder •Recommended Monthly Volume: 10,000 impressions/month •Maximum Monthly Volume: 50,000 impressions/month •Power Requirements: 120V-127V, 60Hz •Dimensions include recommended configuration: •W × D × H (inches): 45.70 × 27.00 × 47.60 •Paper Capacity: 2,200 •50 Sheet Finisher/Stapler •PostScript3 •Fax |  |
| 1 | <p>Ricoh P C600: 42-ppm</p> <ul style="list-style-type: none"> •Color Printer •Recommended Monthly Volume: 3,000 impressions/month •Maximum Monthly Volume: 15,000 impressions/month •Power Requirements: 120-127V/12A, 60Hz •Dimensions include recommended configuration: •W × D × H (inches): 17.50 × 22.40 × 18.50 •Paper Capacity: 550 •PostScript3 |  |

Ricoh MFP – optimized configuration

| | | |
|---|---|---|
| 1 | Ricoh IMC 300F: BW-35-ppm; 35-ppm color •50-Sheet Single Pass Document Feeder •Recommended Monthly Volume: 3,000 impressions/month •Maximum Monthly Volume: 10,000 impressions/month •Power Requirements: 120-127V/12A, 60Hz •Dimensions include recommended configuration: •W × D × H (inches): 19.6 × 22.1 × 29.1 •Paper Capacity: 1,200 * Fax |  |
| 3 | Ricoh IM C3000: 30-ppm •220-Sheet Single Pass Document Feeder •Recommended Monthly Volume: 10,000 impressions/month •Maximum Monthly Volume: 50,000 impressions/month •Power Requirements: 120V-127V, 60Hz •Dimensions include recommended configuration: •W × D × H (inches): 45.70 × 27.00 × 47.60 •Paper Capacity: 2,200 •50 Sheet Finisher/Stapler •PostScript3 •Fax |  |

| | Machine ID# | Model | Serial # | Color Meter | B/W Meter | Ricoh's Recommendation | |
|-----------------|-------------|----------------|------------|-------------|-----------|-------------------------------------|--------------------------------------|
| Kerin | 22622 | P6035cdn | V5T7Y07417 | 301 | 7742 | P C600 - Color Laser Printer | 37ppm |
| | | | | | | | |
| PR-Gates | 22628 | FS-8525MFP | NX87402625 | 1497 | 10439 | IM C3000 - Color MFP | 25ppm |
| CH-Copy Room | 22629 | CS 6052ci | VFE7800720 | 3007 | 21481 | Needs Paper bin included with quote | IM C6000 - Color MFP 60ppm |
| PD-Office | *22630 | CS 4052ci | VFH7700838 | 1728 | 12634 | | IM C4500 - Color MFP 45ppm |
| Adm-Big Printer | *22634 | TASKalfa 306ci | V7E7803781 | 191 | 32036 | | IM C3000 - Color MFP 30ppm |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Lib-Public | *22623 | M6535cdn | V6D7X14459 | | | | IM C300F - Color MFP - Desktop 37ppm |
| Lib-Staff | 22631 | CS3252 | VFG7902128 | | | | IM C3000 - Color MFP 32ppm |

Needs Paper bin included with quote

Financial Summary

Ricoh's Recommendation

Ricoh – 60 Month Lease \$584.33

Ricoh – 60 Month Service Plan \$246.71 (included 16,000 B&W, and 3,500 Color)

Monthly Total: \$831.04

▪ 1 x IM C6000, 1 x IM C4500, 3 x IM C3000, 1 X P C600 Printer, and 1 X IM C300F

▪ Ful Service Protection

- Term Price Protection on Service Rates (locked for 60 months)
- Full Parts and Labor Protection
- Supply Inclusive (excluding paper)
- All annual color overages billed at \$.04
- All annual BW overages billed at \$.0045

▪ Equipment Delivery, Installation and Training

▪ Ricoh Implementation Methodology (Discovery, Design, Planning, Implementation, UAT, Training, Support)

▪ Pricing valid until February 28th

TECHNOLOGY OVERVIEW & PRICING

Back Copy room

Proposed Technology

Bizhub C650i

Includes:

- Color/B&W Speed: 65 pages per minute
- Scan Speed: Up to 200 images per minute
- 100 Sheet Stapling Finisher
- Paper Capacity: 1,150 (2 Paper Trays, Bypass Tray & Storage)
2,500 Hi capacity drawer
 - ✓ 4" x 6" to 12" x 18"
 - ✓ 60-220 GSM
- 10" Color Display with Quick Tablet-Like Touchscreen Interface
- ESP Power Filter (Surge Protector)



Proposed Technology

Police

Bizhub C450i

Includes:

- Color/B&W Speed: 45 pages per minute
- Scan Speed: Up to 200 images per minute
- Paper Capacity: 1,150 (2 Paper Trays, Bypass Tray & Storage)
 - ✓ 4" x 6" to 12" x 18"
 - ✓ 60-220 GSM
- 10" Color Display with Quick Tablet-Like Touchscreen Interface
- ESP Power Filter (Surge Protector)

*does police need this much?
possibly replace w/ 350i*



Proposed Technology

library

Bizhub C360i

Includes:

- Color/B&W Speed: 36 pages per minute
- Scan Speed: Up to 200 images per minute
- Paper Capacity: 1,150 (2 Paper Trays, Bypass Tray & Storage)
 - ✓ 4" x 6" to 12" x 18"
 - ✓ 60-220 GSM
- 10" Color Display with Quick Tablet-Like Touchscreen Interface
- ESP Power Filter (Surge Protector)



Proposed Technology

front Admin

Bizhub C300i

Includes:

- Color/B&W Speed: 33 pages per minute
- Scan Speed: Up to 200 images per minute
- Paper Capacity: 1,150 (2 Paper Trays, Bypass Tray & Storage)
 - ✓ 4" x 6" to 12" x 18"
 - ✓ 60-220 GSM
- 10" Color Display with Quick Tablet-Like Touchscreen Interface
- ESP Power Filter (Surge Protector)

*replace or swap
w/ 450i*





Giving Shape to Ideas

Proposed Technology

Bizhub C3350i

Library
Parks & Rec.
Kerlin

Includes:

- Color/B&W Speed: 33 pages per minute
- Scan Speed: Up to 200 images per minute
- Paper Capacity: 1,150 (2 Paper Trays, Bypass Tray & Storage)
 - ✓ 4" x 6" to 12" x 18"
 - ✓ 60-220 GSM
- 10" Color Display with Quick Tablet-Like Touchscreen Interface
- ESP Power Filter (Surge Protector)





Giving Shape to Ideas

Proposed Pricing

| | |
|-----------------------------------|------------------|
| 60 MONTH AGREEMENT EQUIPMENT..... | \$777.08 |
| 60 MONTH SERVICE..... | \$240.89 |
| | \$1017.97 |

INCLUDES 17,000 B/W IMAGES PER MONTH
4,000 COLOR IMAGES PER MONTH } *Monthly*

- INCLUDES:

- NEW KM C300i
- KM C360i
- KM C450i
- KM C650i
- KM C3350i (3)

- DELIVERY, INSTALLATION AND TRAINING ON NEW EQUIPMENT
- MAINTENANCE, SERVICE, AND SUPPLIES

PROGRAM BENEFITS

- **NO ESCALATIONS. SERVICE IS LOCKED FOR TERM OF CONTRACT**
- **ONE CONSISTENT MONTHLY INVOICE**
 - ✓ LEASE AND MAINTENANCE INCLUDED IN THE SAME PAYMENT
- INCLUDES ALL PARTS, SUPPLIES, LABOR, & SERVICE CALLS
- PRICE WILL NOT CHANGE FOR DURATION OF THE AGREEMENT

*Overages \$.0068 - BW
\$.043 - C*



Giving Shape to Ideas

THANK YOU

for the opportunity to earn your business!





January 18, 2023

PROPOSAL FOR

CITY OF NEVADA

Prepared by:

Chris Burns

Technology Advisor

800.847.3098

Christopher.burns@marconet.com



Managed Services



Copiers & Printers



Audio Visual



Business IT Services

RECOMMENDED PRINT SOLUTION

| QTY | ITEM | DESCRIPTION |
|-----|-------------|------------------------------------|
| 1 | PaperCut | PaperCut |
| 1 | 40N9340 | LEXMARK C2326 COLOR PRINTER A4 |
| 1 | 47C9800 | LEXMARK XC4342 COLOR 42 PPM MFP A4 |
| 1 | AA2J011X001 | KONICA C360i COLOR MFP + DF-714 |
| 2 | AA2M011X001 | KONICA C250i COLOR MFP + DF-714 |
| 1 | AA7P017 | KONICA C550i 55-PPM COLOR MFP |
| 1 | AA7R011 | KONICA C450i 45-PPM COLOR MFP |

Konica Minolta C250i

Locations – Lib-Staff, Parks and Rec

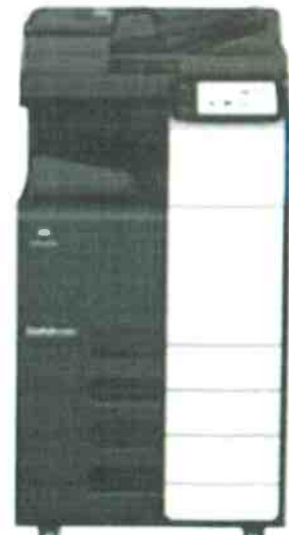
- 25 Monochrome and Color Pages Per Minute
- 100 Sheet Dual Scan Document Feeder
- 100/200 imp Scan Speed
- Banner Printing
- Mobile Print and Scan App
- 150 Sheet Bypass Tray
- (2) 500 Sheet Paper Tray
- Scan to E-Mail/Network Folder
- 120 Volt Power Requirement



Konica Minolta C300i – W/ PaperCut

Location – City Hall Admin

- 30 Monochrome and Color Pages Per Minute
- 100 Sheet Dual Scan Document Feeder
- 100/200 imp Scan Speed
- Banner Printing
- Mobile Print and Scan App
- 150 Sheet Bypass Tray
- (4) 500 Sheet Paper Tray
- Scan to E-Mail/Network Folder
- 120 Volt Power Requirement



Konica Minolta C360i – W/ PaperCut

Location – Police Department

- 36 Monochrome and Color Pages Per Minute
- 100 Sheet Dual Scan Document Feeder
- 100/200 imp Scan Speed
- Banner Printing
- Mobile Print and Scan App
- 150 Sheet Bypass Tray
- (2) 500 Sheet Paper Tray
- Scan to E-Mail/Network Folder
- 120 Volt Power Requirement



Konica Minolta C550i – W/ PaperCut

Location – City Hall

- 55 Monochrome and Color Per Minute
- 300 Sheet Dual Scan Document Feeder
- 140/280 ipm Scan Speed
- Banner Printing
- Mobile Print and Scan App
- 150 Sheet Bypass Tray
- (4) 500 Sheet Paper Tray
- (1) 3,000 Sheet Paper Tray
- Reduction Enlargement Capabilities
- 120 Volt Power Requirements



Lexmark C2326

Location – Office

- Color Printer
- 26 Black and White Pages Per Minute
- 26 Color Pages Per Minute
- 4.3 Inch Color Touch Screen
- (1) 250-Sheet Paper Tray
- Integrated Duplex
- Wireless Print Capabilities



Lexmark XC4342

Location – Lib Public

- Color MFP
- 42 pages per minute
- Fax, Scan, Copy, Print
- 100-Sheet Multipurpose Tray
- (1) 550-Sheet Paper Tray
- 56 sides per minute scan speed
- Integrated Duplex
- 7 inch touch screen
- Envelope/label printing capabilities





CITY OF NEVADA

MANAGED ACCOUNT PROGRAM (MAP)

Our Managed Account Program includes equipment, service and supplies (except staples and paper). The result is a system with the capabilities and features you need—without the administrative headaches.

60 Month MAP \$789.68/Month

- Konica Service (based off of current usage)
- Black and White Prints included per Month: 15,000
- Black and White Print Overage: \$0.0035/Print
- Color Prints included per Month: 3,230
- Color Print Overages: \$0.035/Print
- Lexmark Service (based off of current usage)
- Black and White Prints included per Month: 1,685
- Black and White Print Overage: \$0.015/Print
- Color Prints included per Month: 811
- Color Print Overage: \$0.07/Print

INCLUDING

Delivery, Installation, Initial Supplies & Initial Training.....Included

Accepted by: _____ Date: _____

By signing this proposal, you are authorizing Marco Technologies LLC to order, install and invoice the above listed equipment.

MARCO SUPPORT DESK (RECOMMENDED OPTION)

Our network and hardware technicians support hardware malfunctions, connectivity and device settings. You can receive support directly from your workstation or we can also provide interactive, remote sessions. Remote work allows our staff access to your computer, so we can walk you through the solution visually.

- Live-call answer Monday-Friday, 8:00 a.m. to 5:00 p.m.
- Setting up scan to e-mail folder and desktop solutions
- Help with duplex printing, desktop publishing, booklet printing, etc.
- Identification of solutions for device connection and printing
- Support with Sharp, HP, Lexmark, Konica Minolta, Kyocera, Canon and Toshiba
- Proficiency with both Windows and Mac
- Coordination with IT staff members to resolve server issues

1-5 Devices \$10.00/Month*

6-15 Devices \$20.00/Month*

16+ Devices \$30.00/Month*

**Note: The monthly cost is per contract. Lexmark and Konicas are on Separate Contracts.*

Accepted by: _____ Date: _____

By signing this proposal, you are authorizing Marco Technologies LLC to order, install and invoice the above listed equipment.



Proposal Investment Plan

CITY OF NEVADA

Prepared For: Jordan Cook

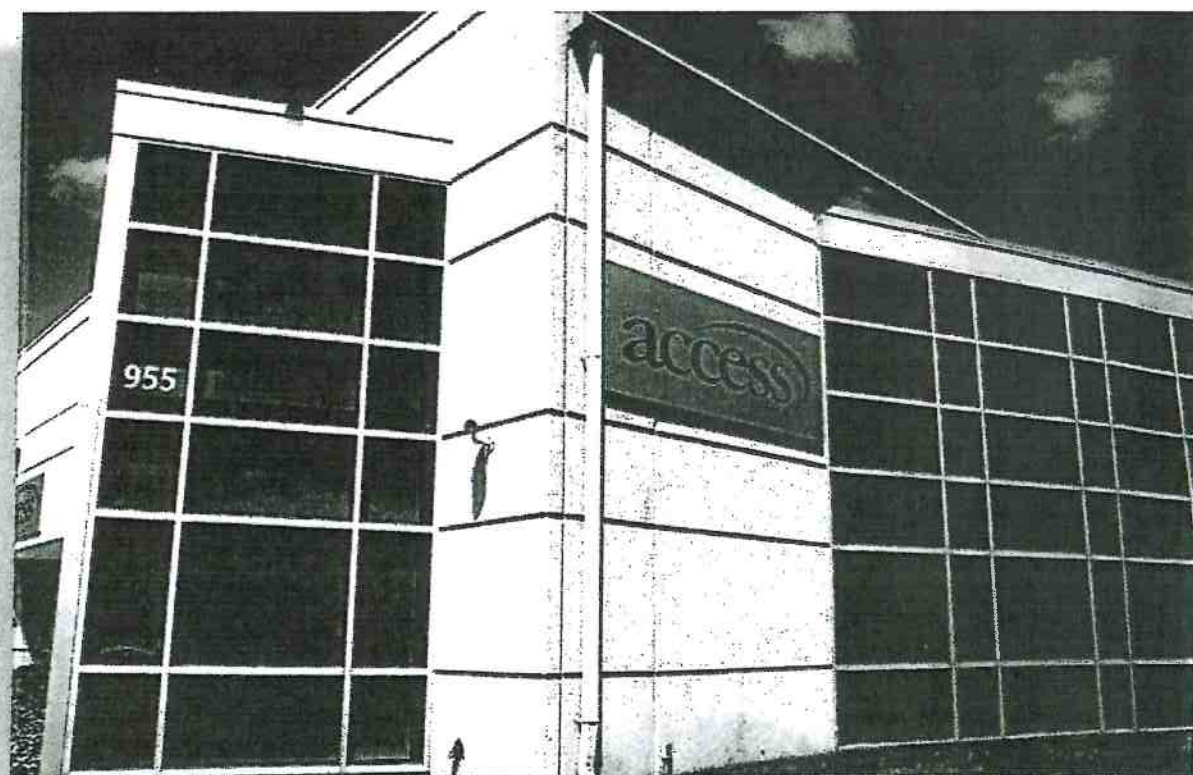
By: Carolyn Goettsch

Date: January 25, 2023

Thank You!

Thank you for allowing Access Systems to consult with you on this very important decision. Based on our discussion, we have prepared the following proposal for your approval.

When selecting new equipment, there are many variables you need to consider: the company, features of the product, the quality of the product, the financing available, the cost to obtain the equipment, and the service support you will receive. Each company or individual has their own criteria when making a long term, decision, but we feel that Access Systems can offer you a complete solution to your needs.



Proposed Solution For: CITY OF NEVADA

The contents of this proposal are confidential and intended for the use of CITY OF NEVADA only. The contents herein may not be reproduced without the specific written permission of Access Systems. This is a proposal only and informative in nature. Actual contract terms and conditions, as well as final pricing, will be submitted upon your request.

Pricing in this proposal is good for 15 days starting January 25, 2023



Why Choose Access?



Experience

Access Systems is one of the most tenured office technology companies in the Midwest.



Locations

From a single location, we have grown to multiple locations across Iowa, Wisconsin, Nebraska, South Dakota, and Minnesota.



Solutions

In the beginning, we only offered IT. Today, we provide managed services for copiers and printers, document imaging, and telecommunications. Whatever your needs, we have the ideal solution for your organization



Team

Access Systems would not continue to thrive without a strong team. We know satisfied employees will put customers first, prioritize your needs, and develop tailor-made solutions to fit your business.



Awards & Certifications

Access Systems has consistently been recognized within our industry and beyond for outstanding services, products and culture. We have been recognized by Sharp, Ricoh, Top Workplaces, CRN, Better Business Bureau, and Microsoft.

Executive Summary

Thank you for considering Access Systems as your managed print partner. Throughout the life of our agreement, we will continually work with you and your team on ways to leverage new ideas and technology which will make your business operate as efficiently as possible. It takes commitment to bring positive change to an organization and we have the dedication.

We consider this opportunity to work with your team and organization a privilege, and the trust you place in us will never be taken for granted.

Current Challenges:

- Aged Devices
- Service Issues

Solutions:

- New Technology
- Local Service by Certified Technicians
- Locally Owned Company
- #1 Toshiba Dealer in Iowa
- #1 Sharp Dealer in US

SHARP Proposed Solution

| Qty | Location | Equipment | Description |
|-----|-------------------|-----------|---|
| 1 | PR Gates | BP-50C26 | 26 PPM B&W / 26 PPM Full-Color Document System |
| 1 | | | 50-sheet Staple Inner Finisher |
| 1 | | | Stand/1 x 550-sheet Paper Drawer (2 Total Trays) |
| 1 | PD Office | BP-50C45 | 45 PPM B&W / 45 PPM Full-Color Document System |
| 1 | | | 50-sheet Staple Inner Finisher |
| 1 | | | Fax Expansion Kit |
| 1 | | | Stand/3 x 550-sheet Paper Drawers (4 Total Trays) |
| 1 | | | Right Side Exit Tray |
| 1 | Library Staff | MX-C407F | 40 PPM Desktop Color Multi-Function System |
| 1 | | | 550-Sheet Tray (2 Trays Total) |
| 1 | Kerin | MX-C407P | 40 PPM Desktop Color Printer |
| 1 | | | 550-Sheet Tray (2 Trays Total) |
| 1 | CH-Copy Room | BP-50C55 | 55 PPM B&W / 55 PPM Full-Color Document System |
| 1 | | | 3,000-sheet Large Capacity Cassette |
| 1 | | | Right Side Exit Tray |
| 1 | | | 50-sheet Staple Inner Finisher |
| 1 | | | Fax Expansion Kit |
| 1 | | | Stand/3 x 550-sheet Paper Drawers (4 Trays Total) |
| 1 | Admin-Big Printer | BP-50C31 | 31 PPM B&W / 31 PPM Full-Color Document System |
| 1 | | | Stand/2 x 550-sheet Paper Drawers (3 Trays Total) |
| 1 | | | Center Exit Tray (required if no finisher installed) |
| 1 | Library Public | BP-50C31 | 31 PPM B&W / 31 PPM Full-Color Workgroup Document System |
| 1 | | | 50-sheet Staple Inner Finisher |
| 1 | | | Fax Expansion Kit |
| 1 | | | Stand/3 x 550-sheet Paper Drawer (4 Trays Total) |
| 1 | | | Right Side Exit Tray |

SHARP Proposed Solution: Financials

| New Monthly Cost | Term | | Monthly B&W Vol. | Monthly Color Vol. | Mono Cost Per Page | Color Cost Per Page |
|------------------|------|---------|------------------|--------------------|--------------------|---------------------|
| \$663.94 | 60 | Copiers | 13,000 | 2,700 | \$0.0035 | \$0.0330 |
| | | Desktop | 2,000 | 500 | \$0.0090 | \$0.0580 |

Locked Rates. No buyout or return freight included.

↑
locked in

Estimated Savings Projection:

- Monthly Savings: \$135.06
- Annual Savings: \$1,620.72 ←
- Term of Lease Savings: \$8,103.60

overages can set @ qtrly, semi-annual, annual

RESOLUTION NO. 082 (2022/2023)

A RESOLUTION APPROVING THE SALE OF LAND TO SECOND VAN HOUWELING PROPERTY, LLC

WHEREAS, the City is in the process of selling a parcel of land to Second Van Houweling Property, LLC; and

WHEREAS, the City desires to enter into a Purchase Agreement, see attached, between The City of Nevada ("Seller") and Second Van Houweling Property, LLC ("Buyer") and,

WHEREAS, the Buyer agrees to purchase from the Seller and the Seller agrees to sell to the Buyer the following described real property:

An irregular shaped portion of Lot 2, Airport Road Plat 6, an Official Plat, Nevada, Story County, Iowa, is described as follows: Beginning at the northwest corner of said Lot 2; thence S89°04'53"E along the north line of said Lot 2, a distance of 812.10 feet to the northeast corner of said Lot 2; thence S00°00'00"E along the east line of said Lot 2, a distance of 829.10 feet to the north line of the public highway easement as it is presently established; thence N64°13'41"W along said easement line, a distance of 903.43 feet to the west line of said Lot 2, thence N00°11'57"E along the west line of said Lot 2, a distance of 449.32 feet to the point of beginning.

**Subject to and together with any and all easements and restrictions of record.
Containing 519,696 Square Feet.**

WHEREAS, The Buyer agrees to purchase the Property for the purchase price of One Hundred Seventy-Eight Thousand Nine Hundred Fifty Dollars and no/100 (\$178,950.00) (the "Purchase Price"). The method of payment shall be as follows: \$1,000.00 with this offer, to be deposited upon acceptance of this offer and held by sellers as earnest money, to be delivered to the SELLERS upon performance of SELLERS' obligations and satisfaction of BUYERS' contingencies, if any; and the balance of the Purchase Price in cash at closing; and

WHEREAS, Seller shall promptly obtain an abstract(s) of title to the Property continued through the date of acceptance of this Agreement and deliver it to Buyer for examination. The abstract shall show merchantable title in Seller in conformity with the Agreement, Iowa Law, and Title Standards of the Iowa State Bar Association. The Seller agrees to pay costs associated with updating the abstract. The abstract shall become the Property of Purchaser when the Purchase Price is paid in full; and

WHEREAS, Upon payment by Buyer of the Purchase Price for the Property, Seller shall convey the Property to Buyer by a Warranty Deed subject to easements and restrictions of record;

WHEREAS, the purchase price is fair and equitable to both the City and the Buyers and is in the best interests of the City and the purchase should be approved per the attached Exhibit.

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

1. The sale of the above described real property to Second Van Houweling Property, LLC for the purchase price of One Hundred Seventy-Eight Thousand Nine Hundred Fifty Dollars and no/100 (\$178,950.00), as set forth in the "Offer to buy Real Estate and Acceptance" attached and hereby is ratified, confirmed and approved.

2. The Mayor/Mayor Pro-Tem and City Clerk are authorized to proceed however necessary to complete the transaction per the Purchase Agreement.
Passed and approved this 27th day of March, 2023.

Barb Mittman, Mayor Pro-Tem

ATTEST:

Kerin Wright, City Clerk

OFFER TO BUY REAL ESTATE AND ACCEPTANCE

TO: The City of Nevada (SELLERS)

The undersigned BUYERS hereby offer to buy and the undersigned SELLERS by their acceptance agree to sell the real property situated in Nevada, Iowa, legally described as:

An irregular shaped portion of Lot 2, Airport Road Plat 6, an Official Plat, Nevada, Story County, Iowa, is described as follows: Beginning at the northwest corner of said Lot 2; thence S89°04'53"E along the north line of said Lot 2, a distance of 812.10 feet to the northeast corner of said Lot 2; thence S00°00'00"E along the east line of said Lot 2, a distance of 829.10 feet to the north line of the public highway easement as it is presently established; thence N64°13'41"W along said easement line, a distance of 903.43 feet to the west line of said Lot 2, thence N00°11'57"E along the west line of said Lot 2, a distance of 449.32 feet to the point of beginning.

Subject to and together with any and all easements and restrictions of record. Containing 519,696 Square Feet.

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided BUYERS, on possession, are permitted to use the Property for commercial use.

1. PURCHASE PRICE. The Purchase Price shall be \$178,950.00 and the method of payment shall be as follows: \$1,000.00 with this offer, to be deposited upon acceptance of this offer and held by sellers as earnest money, to be delivered to the SELLERS upon performance of SELLERS' obligations and satisfaction of BUYERS' contingencies, if any; and the balance of the Purchase Price in cash at closing.
2. REAL ESTATE TAXES. Sellers shall pay March 2023 installment and any unpaid real estate taxes payable in prior years.
Further, BUYERS shall be given a credit for, taxes from the first day of July prior to possession to the date of possession based upon the last known actual net real estate taxes payable according to public records.
3. SPECIAL ASSESSMENTS.
 - A. SELLERS shall pay in full at time of closing all special assessments which are a lien on the Property as of the date of acceptance, March 1, 2023.
 - B. All charges for solid waste removal, sewage and maintenance that are attributable to SELLERS' possession, including those for which assessments arise after closing, shall be paid by SELLERS.
 - C. Any preliminary or deficiency assessment which cannot be discharged by

payment shall be paid by SELLERS through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLERS. E. BUYERS shall pay all other special assessments or installments not payable by SELLERS.

4. RISK OF LOSS AND INSURANCE. SELLERS shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLERS agree to maintain existing insurance and BUYERS may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYERS shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.
5. POSSESSION AND CLOSING. If BUYERS timely perform all obligations, possession of the Property shall be delivered to Buyers ^{on or before April 14, 2023} ~~on March 7, 2023~~ and any adjustments of rent, insurance, interest and all charges attributable to the SELLERS' possession shall be made as of the date of possession. Closing shall occur after the approval of title by BUYERS and vacation of the Property by SELLERS, but prior to possession by BUYERS. SELLERS agree to permit BUYERS to inspect the Property within 48 hours prior to closing to assure that the premises are in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed: Upon the delivery of the title transfer documents to BUYERS and receipt of all funds then due at closing from BUYERS under the Agreement.
6. FIXTURES. N/A
7. CONDITION OF PROPERTY. The property as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by the SELLERS in its present condition until possession, ordinary wear and tear excepted. SELLERS make no warranties, expressed or implied, as to the condition of the property. BUYERS acknowledge that they have made a satisfactory inspection of the Property and are purchasing the Property in its existing condition.
8. ABSTRACT AND TITLE. SELLERS, at their expense, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Agreement and deliver it to BUYERS' attorney for examination. It shall show marketable title in SELLERS in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. The SELLERS shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLERS' inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of BUYERS when the Purchase Price is paid in full. SELLERS shall pay the costs of any additional abstracting and title work due to any act or omission of SELLERS, including transfers by or the death of SELLERS or their assignees. Unless stricken, the

abstract shall be obtained from an abstracter qualified by the Guaranty Division of the Iowa Housing Finance Authority.

9. SURVEY. If a survey is required under Iowa Code Chapter 354, or city or county ordinances, SELLERS shall pay the costs thereof. BUYERS may, at BUYERS' expense prior to closing, have the property surveyed and certified by a registered land surveyor. If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.

10. ENVIRONMENTAL MATTERS.

A. SELLERS warrant to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLERS have done nothing to contaminate the Property with hazardous wastes or substances. SELLERS warrant that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLERS shall also provide BUYERS with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property.

11. DEED. Upon payment of the Purchase Price, SELLERS shall convey the Property to BUYERS by General Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by BUYERS.

12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. N/A

13. JOINDER BY SELLER'S SPOUSE. N/A

14. STATEMENT AS TO LIENS. N/A

15. USE OF PURCHASE PRICE. At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

16. APPROVAL OF COURT. N/A

17. REMEDIES OF THE PARTIES.

A. If BUYERS fail to timely perform this Agreement, SELLERS may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLERS' option, upon thirty days written notice of intention to accelerate

the payment of the entire balance because of BUYERS' default (during which thirty days the default is not corrected), SELLERS may declare the entire balance immediately due and payable. Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver.

B. If SELLERS fail to timely perform this Agreement, BUYERS have the right to have all payments made returned to them.

C. BUYERS and SELLERS are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.

18. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

19. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by SELLERS and BUYERS. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, neutral or other gender according to the context.

20. NO REAL ESTATE AGENT OR BROKER. Neither party has used the service of a real estate agent or broker in connection with this transaction.

21. CERTIFICATION. Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

22. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYERS on or before ~~March 1, 2023~~, this Agreement shall be null and void and all payments made shall be returned immediately to BUYERS. If accepted by SELLERS at a later date and acceptance is satisfied in writing, then this contract shall be valid and binding.

April 1, 2023

Accepted _____
SELLER: City of Nevada, Iowa

Dated _____
BUYER: Second Van Houweling
Property, LLC

Brett Barker, Mayor

Address: 1209 6th Street,
Nevada, IA 50201
Telephone: (515) 382-5466

C.D. Van Houweling, II, President

Address: 14427 Wilden Drive, Urbandale,
IA 50323
Telephone: (515)240-7964

ORDINANCE NO: 1042 (2022/2023)

**AN ORDINANCE AMENDING CHAPTER 106 OF THE CITY CODE OF
ORDINANCES OF THE CITY OF NEVADA, IOWA, 2022, REGARDING THE
COLLECTION OF SOLID WASTE**

WHEREAS, the City of Nevada, Iowa currently has an ordinance regarding the collection of solid waste and licensing for persons collecting, transporting, processing and disposing of solid waste within the City; and

WHEREAS, the City finds it to be in the best interest of the City to amend the ordinance to include a means to revoke a license in certain circumstances and to relocate the licensing fee amount to the City's Appendix to the Code of Ordinances.

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

Section 1. Amendment. Section 106.10(3) is amended to relocate the license fee to the City's Appendix to the Code of Ordinances as follows:

3. License Fee. A license fee in the amount as set forth in the Appendix to this Code of Ordinances of ~~twenty five dollars (\$25.00)~~ per truck shall accompany the application. In the event the requested license is not granted, the fee paid shall be refunded to the applicant.

Section 2. Addition of New Section 106.10(11), to be entitled "Revocation of License".

11. Revocation of License. The City Administrator may, for repeated violations of the provisions of this chapter, revoke a collector's license. A decision to revoke the collector license shall be in writing, delivered by ordinary mail or in person to the address indicated on the application. The notification shall specify the reasons for the action. The license holder may appeal the decision to the City Council, by requesting a hearing, in writing, made within ten (10) business days of the revocation notice. The City Administrator shall, within 15 days after the filing of the request for hearing, fix the time and place of hearing, which shall be within 30 days of the filing of the request. The decision of the City Council following the appeal hearing, or any decision by the City Administrator which is not appealed in accordance to this Chapter, shall be deemed final action.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. This ordinance shall be in full force and effect after passage, approval and publication as provided by law.

ORDINANCE NO. 1043 (2022/2023)

AN ORDINANCE AMENDING THE CITY CODE OF ORDINANCES OF THE CITY OF NEVADA, IOWA, 2022 TO ADOPT CHAPTER 29, ESTABLISHING A PUBLIC ARTS ADVISORY COMMISSION

WHEREAS, public art makes places memorable and appealing, and reflects the time, energy, resources, and the spirit of the community; and

WHEREAS, a Public Arts Advisory Commission working in partnership with City departments, developers, and other public and private-sector organizations and agencies to develop, plan and implement a Public Arts Master Plan will aid in the development of meaningful public arts, thorough consideration of each piece, and the use of city and private resources for the benefit of all citizens of Nevada; and

WHEREAS, a Public Arts Advisory Commission will aid the City in providing opportunities for citizens of the City of Nevada to experience and participate in the cultural and artistic legacy of this region by advising the Mayor and City Council concerning opportunities for the placement of art in public places and in designated City and private sector construction projects; and

WHEREAS, a Public Arts Advisory Commission is intended to establish and ensure a process to allow for a more thorough review of artistic public sector projects and assist in artistic private sector projects, when appropriate, that sustain interest and support for public arts within the City of Nevada and encourage economic development, a sense of place, and tourism.

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

SECTION 1. Addition of New Chapter—Chapter 29, Public Arts Advisory Commission, is hereby established as follows:

29.01 PURPOSE

The purpose of this chapter is to establish a Public Arts Advisory Commission, hereinafter referred to as “the Commission” and assist and advise the Nevada City Council in the promotion of public arts within the City’s physical environment and public spaces.

29.02 ORGANIZATION OF THE COMMISSION

The Commission shall consist of seven (7) members, appointed by the Mayor with the approval of the City Council. The appointment of each member of the Commission shall be for staggered terms of three (3) years. At the time of initial appointment, the Mayor shall designate the length of term for each member to provide for staggered terms.

1. Upon appointment, the Commission shall be called together by the Mayor and shall organize by electing one member as Chair and one as Recording Secretary from any of its members. The Chair and Secretary shall each serve one-year terms, but be eligible for reelection to those positions in the discretion of the commission.

2. A majority of the membership of the Commission shall constitute a quorum. The City Administrator or designee shall act as City Staff to the Commission and shall attend all commission meetings.
3. All members of the Commission shall serve as such without compensation.
4. Any Commission member may be removed from the Commission for any reason by the Mayor, subject to the approval of the City Council. Any such removal shall be stated in writing and filed with the City Clerk's Office and a copy thereof filed with the Chair of the Commission. Any member consistently absent from the Commission meetings, without sufficient excuse, shall be considered to have vacated their appointment. In the event a vacancy arises, a new commission member shall be appointed by the Mayor with the approval of the City Council, and the commission member so appointed shall serve the balance of the unexpired term. Any vacancies shall be filled within sixty (60) days after the position becomes vacant.
5. Membership shall be open to a balanced, diverse mixture of citizen representatives from the community at large who are recognized for their interest or experience with visual arts. Members shall reside within the municipal boundaries of the City of Nevada and members shall not hold any other elective or appointed offices within the City government.

29.03 POWERS AND DUTIES

The Commission shall have the following powers and duties:

1. Advise the City Council on the acquisition, placement, and maintenance of public arts on City property including public arts in connection with a capital improvement project. No public arts shall be installed, or existing work of public arts removed from public spaces, without first being reviewed by the Commission.
2. Hold public meetings to take place at least quarterly and maintain a record of its proceedings as required by Chapter 22 of the Iowa Code.
3. Advise and assist the City Council with regard to the creation and adoption of a Public Arts Master Plan, which shall include at the minimum criteria and methods of selecting artists, public art installations, location and placement of public art, and funding criteria and guidelines. The Master plan, to be adopted by the City Council, may also enumerate in detail the Commission's roles and responsibilities in overseeing the public art program.
4. Make recommendations to the City Council on the amount and allocation of City funding for visual arts programs and services.
5. Prepare an annual report to the City Council summarizing the commission's activities during the preceding year and make recommendations for the proposed activities for the succeeding year by the commission.
6. Propose such rules and regulations governing the commission as it may deem necessary, and which are not in conflict with federal, state, and municipal laws, to the City Council for consideration and approval.
7. Consistent with City Council policy, serve as advocates for public arts to the City Council, as well as the private sector, local, regional, state, and federal governments.

8. Explore, advocate for, and secure non-City sources of funding for the visual arts.
9. Thoroughly consider the operation and maintenance expenses associated with works of public art. If the proposed work of art requires extraordinary operation and maintenance expenses, the Commission shall recommend another work of art or submit a statement of overriding consideration as to why the public art should be utilized, notwithstanding its extraordinary operation or maintenance expense
10. Collaborate and consult with private sector for requested artwork to be incorporated.

29.04 ADMINISTRATIVE POLICIES

All administrative, accounting, budgetary, and procurement policies of the City shall govern the Commission in all its operations.

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

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

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

Passed and approved this 13th day of March, 2023; first reading

Passed and approved this ___ day of March, 2023; second reading

Passed and approved this ___ day of April, 2023; third and final reading

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

ORDINANCE NO. 1044 (2022/2023)

AN ORDINANCE AMENDING CHAPTER 65 (STOPS REQUIRED BY VEHICLES ENTERING STOP INTERSECTION) FOR ADDITIONAL STOP SIGNS ON H AVENUE

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

SECTION 1. SECTION MODIFIED. Chapter 65, Section 65.01 (Stops Required by Vehicles Entering Stop Intersection), Sub-section 42 (On H Avenue), is amended by inserting the following new underlined language:

65.01 STOPS REQUIRED BY VEHICLES ENTERING STOP INTERSECTION.

65.01.42 On H Avenue

H. At intersection of Eleventh (11th) Street - 3-way

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

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

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

Passed and approved 1st Reading on this xx day of March, 2023.

Passed and approved 2nd Reading on this xx day of April, 2023.

Passed and approved 3rd and final Reading on this xx day of April, 2023.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Item # 7B
Date: 3-27-23

DATE:
03/20/2023

COUNCIL ACTION FORM

AGENDA ITEM: Story Walk Signs

HISTORY: We received a \$6000 Story County Community Foundation Grant in January to install a permanent Story Walk along the ½ mile trail loop near Wilson's Pond.

OPTIONS:

1. Barking Dog Exhibits: 22 Angled Custom Fabricated Frames using 2 in posts from Street Dept. **(\$5,240.78)**
2. Barking Dog Exhibits: 22 Flush Custom Fabricated Frames using 2 in posts from Street Dept. **(\$4,983.16)**
3. Barking Dog Exhibits: 22 Aluminum Posts and Angled Frames **(\$6,470.88)**
4. Vacker Signs: 22 Aluminum Posts and Angled Frames **(\$5,984.00 + shipping)**

STAFF'S RECOMMENDED ACTION:

Staff: We recommend going with Option 1. It provides the 45 degree angle mount we want for the signs and the Parks Dept would prefer using the street department posts we use for street signs as they will be easier and quicker to install and will make mowing easier. We will use the remaining grant funds to pay street dept. for the sing posts, pay for backing for the story walks, and if enough purchase several books to use in the Story Walk.

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



BARKING DOG INTERPRETIVE DESIGN INC.
S12824 COUNTY ROAD U
STRUM, WI 54770
+1 7152273644
kim@bdexhibits.com

Option 1

Estimate

ADDRESS

Nevada Public Library
631 K Avenue
Nevada, IA 50201

SHIP TO

Nevada Public Library
631 K Avenue
Nevada, IA 50201

ESTIMATE # BD21351

DATE 03/10/2023

EXPIRATION DATE 04/10/2023

SHIP VIA
TRUCK

REP
SB/MM

REF #
Erin Coughlin

ACTIVITY

QTY

RATE

AMOUNT

Sales

0.00

0.00

CUSTOM SW POST MOUNT

CUSTOMER'S 2" METAL POST WITH HOLES, ANGLE MOUNTED FRAMES

FOR QUESTIONS REGARDING YOUR STORYWALK SOLUTIONS ORDER, OR TO
PLACE YOUR ORDER, PLEASE EMAIL SUE AT storywalk@bdexhibits.com

CSTM-9999

22

234.20

5,152.40

CUSTOM FABRICATED ITEM - STORYWALK METAL POST MOUNT ALUMINUM
FRAME FOR PANEL 18H X 24W X 1/4" THICK, 5/16" GAP, 45 DEGREE ANGLE, (1) 2.5"
X 2.5" X 1/8" THICK POST MOUNT ADAPTOR WITH (2) THRU HOLES TO ATTACH TO
CUSTOMER 2X2 METAL POST, TWO PART CONSTRUCTION, BOTTOM REMOVABLE
RAIL WITH RIVNUT CONSTRUCTION, INCLUDES (2) 18"X24" PIECES OF ACRYLIC,
BLACK TEXTURE POWDERCOAT

[SW-1824-45B]

[CSTM-9999]

MISCHDW

22

0.00

0.00

MISCELLANEOUS HARDWARE

(2) 1/4-20x2.75 HHCS AND NYLOCK NUTS EACH

NOTE

1

0.00

0.00

CUSTOMER POST INFORMATION:

POST DEPTH: _____

HOLE DIAMETER: _____

HOLE MEAS CENTER TO CENTER: _____

DISCOUNT

22

-11.71

-257.62

DISCOUNT FOR ITEMS ABOVE

S&H

1

346.00

346.00

IF SPECIAL SERVICES SUCH AS LIFTGATE OR DELIVERY APPTS ARE
NEEDED, WE ARE UNABLE TO EXPEDITE TRANSIT AND CANNOT GUARANTEE A
REQUESTED DELIVERY DATE

| ACTIVITY | QTY | RATE | AMOUNT |
|--|-----|------|--------|
| LTL CLASS 85 - 23-139896 | | | |
| LIFTGATE & DELIVERY APPT INCLUDED | | | |
| SM-OXBOX | 1 | 0.00 | 0.00 |
| SMALL OX BOX - 44"LX38"WX35"H 375 LBS | | | |
| SW-FRT | 1 | | 0.00 |
| ALL OR SOME OF THE FOLLOWING ACCESSORIAL SERVICES MAY APPLY DEPENDING ON DELIVERY ADDRESS: | | | |
| LIMITED ACCESS CHARGE | | | |
| LIFTGATE SERVICE | | | |
| RESIDENTIAL DELIVERY - TRUCK SHIPMENT | | | |
| NOTIFY BEFORE DELIVERY | | | |
| DELIVERY CAPABILITIES MUST BE VERIFIED AT TIME OF ORDER | | | |
| SW-TERMS | 1 | | 0.00 |
| TERMS: | | | |
| 50% DOWN PAYMENT WITH SIGNED ESTIMATE, BALANCE NET 10 DAYS AFTER SHIPPING, OR NET 30 WITH A PURCHASE ORDER. | | | |
| ALTERNATIVE TERMS MAY BE AVAILABLE THROUGH DISCUSSION WITH BDID MANAGEMENT | | | |
| **ONLY MASTERCARD OR VISA CREDIT CARDS ACCEPTED WITH A CONVENIENCE FEE; EFT/ACH ACCEPTED - ASK CUSTOMER SERVICE | | | |
| | | 0.00 | |
| SW-NOTE | 1 | 0.00 | 0.00 |
| TEMPORARY PAGE DISPLAY SUGGESTION: USE 10 MIL HOT LAMINATE TO ENCLOSE THE BOOK PAGE OR PRINTED PAGE. INSTALL INTO FRAME WITH COLORED PLASTIC BACKER (SEE LITERATURE). THERE SHOULD BE 1/8" EDGE OF LAMINATE SURROUNDING ALL 4 SIDES OF THE STOCK. PAGES AND BACKER SHOULD BE PLACED BETWEEN THE 2 SHEETS OF ACRYLIC, THEN INSTALLED INTO THE FRAME. DURING SEASONS WITH HIGH HUMIDITY OR RAIN, CONDENSATION OR MOISTURE MAY OCCUR BETWEEN ACRYLIC SHEETS. SYNTHETIC PAPER AND PERMANENT PANELS WILL OFFER IMPROVED DURABILITY. | | | |

TOTAL

\$5,240.78

Accepted By

Accepted Date



BARKING DOG INTERPRETIVE DESIGN INC.
S12824 COUNTY ROAD U
STRUM, WI 54770
+1 7152273644
kim@bdexhibits.com

Option 2

Estimate

ADDRESS

Nevada Public Library
631 K Avenue
Nevada, IA 50201

SHIP TO

Nevada Public Library
631 K Avenue
Nevada, IA 50201

ESTIMATE # BD21350

DATE 03/10/2023

EXPIRATION DATE 04/10/2023

SHIP VIA
TRUCK

REP
SB/MM

REF #
Erin Coughlin

ACTIVITY

QTY

RATE

AMOUNT

Sales

0.00

0.00

CUSTOMER'S METAL POST, FLUSH MOUNTED FRAMES

FOR QUESTIONS REGARDING YOUR STORYWALK SOLUTIONS ORDER, OR TO
PLACE YOUR ORDER, PLEASE EMAIL SUE AT storywalk@bdexhibits.com

SW-1824-FLB

22

234.20

5,152.40

STORYWALK SOLUTIONS WOOD POST FLUSH MOUNTED ALUMINUM FRAME FOR
PANEL 18H X 24W X 1/4" THICK, 5/16" GAP, FRAME INSTALLS TO (1) CUSTOMER
PROVIDED METAL POST, BOTTOM REMOVABLE RAIL WITH RIVNUT
CONSTRUCTION, INCLUDES (2) 18"X24" PIECES OF ACRYLIC, BLACK TEXTURE
POWDER COAT

[SW-1824-FLB]

MISCHDW

22

0.00

0.00

MISCELLANEOUS HARDWARE - CUSTOMER MUST ENTER DEPTH OF POSTS THEY
ARE USING

DEPTH OF POST IS _____ INCHES

HOLE TO HOLE MEASUREMENT _____ INCH(ES) ON CENTER

DIAMETER OF HOLE _____ INCH

(2) 1/4-20x2.75 HHCS AND NYLOCK NUTS EACH

PEDHDW-01

22

0.00

0.00

PEDESTAL HARDWARE KIT TO INCLUDE:

(4) EACH 1/4-20 SS AHMS, WASHERS AND LOCKNUTS

[PEDHDW-01]

DISCOUNT

22

-23.42

-515.24

DISCOUNT FOR ITEMS ABOVE

S&H

1

346.00

346.00

IF SPECIAL SERVICES SUCH AS LIFTGATE OR DELIVERY APPTS ARE
NEEDED, WE ARE UNABLE TO EXPEDITE TRANSIT AND CANNOT GUARANTEE A
REQUESTED DELIVERY DATE

LTL CLASS 85 -23-139896

REMIT PAYMENT TO: BARKING DOG INTERPRETIVE DESIGN INC., S12824 COUNTY ROAD U, STRUM WI 54770 | REMIT PAYMENT TO:
BARKING DOG INTERPRETIVE DESIGN INC. S12824 COUNTY ROAD U, STRUM WI 54770

| ACTIVITY | QTY | RATE | AMOUNT |
|----------|-----|------|--------|
|----------|-----|------|--------|

INCLUDES LIFTGATE AND DELIVERY APPT

| | | | |
|---|---|--|------|
| SM-OXBOX SMALL OX BOX - 44"LX38"WX35"H 375 LBS | 1 | | 0.00 |
|---|---|--|------|

| | | | |
|---|---|--|------|
| SW-FRT ALL OR SOME OF THE FOLLOWING ACCESSORIAL SERVICES MAY APPLY DEPENDING ON DELIVERY ADDRESS: LIMITED ACCESS CHARGE LIFTGATE SERVICE RESIDENTIAL DELIVERY - TRUCK SHIPMENT NOTIFY BEFORE DELIVERY | 1 | | 0.00 |
|---|---|--|------|

DELIVERY CAPABILITIES MUST BE VERIFIED AT TIME OF ORDER

| | | | |
|--|---|--|------|
| SW-TERMS TERMS: 50% DOWN PAYMENT WITH SIGNED ESTIMATE, BALANCE NET 10 DAYS AFTER SHIPPING, OR NET 30 WITH A PURCHASE ORDER. | 1 | | 0.00 |
|--|---|--|------|

ALTERNATIVE TERMS MAY BE AVAILABLE THROUGH DISCUSSION WITH BDID
MANAGEMENT

**ONLY MASTERCARD OR VISA CREDIT CARDS ACCEPTED WITH A CONVENIENCE
FEE; EFT/ACH ACCEPTED - ASK CUSTOMER SERVICE

| | | | |
|---|---|------|------|
| SW-NOTE TEMPORARY PAGE DISPLAY SUGGESTION: USE 10 MIL HOT LAMINATE TO ENCLOSE THE BOOK PAGE OR PRINTED PAGE. INSTALL INTO FRAME WITH COLORED PLASTIC BACKER (SEE LITERATURE). THERE SHOULD BE 1/8" EDGE OF LAMINATE SURROUNDING ALL 4 SIDES OF THE STOCK. PAGES AND BACKER SHOULD BE PLACED BETWEEN THE 2 SHEETS OF ACRYLIC, THEN INSTALLED INTO THE FRAME. DURING SEASONS WITH HIGH HUMIDITY OR RAIN, CONDENSATION OR MOISTURE MAY OCCUR BETWEEN ACRYLIC SHEETS. SYNTHETIC PAPER AND PERMANENT PANELS WILL OFFER IMPROVED DURABILITY. | 1 | 0.00 | 0.00 |
|---|---|------|------|

| | |
|-------|------------|
| TOTAL | \$4,983.16 |
|-------|------------|

Accepted By

Accepted Date

Option 3



BARKING DOG INTERPRETIVE DESIGN INC.
S12824 COUNTY ROAD U
STRUM, WI 54770
+1 7152273644
klm@bdexhibits.com

Estimate

ADDRESS

631 K Avenue
Nevada, Iowa 50201

SHIP TO

see body of estimate
HAS FORK LIFT - NO LIFTGATE

ESTIMATE # BD20608

DATE 12/02/2022

EXPIRATION DATE 12/31/2022

SHIP VIA
TRUCK

REP
SB

REF #
Erin Coughlin

ACTIVITY

QTY

RATE

AMOUNT

SW-CONTACT

1

0.00

0.00

FOR QUESTIONS REGARDING YOUR STORYWALK SOLUTIONS ORDER, OR TO
PLACE YOUR ORDER, PLEASE EMAIL SUE AT storywalk@bdexhibits.com

STORYWALK ALUMINUM POST AND ALUMINUM FRAME

SWPWP182445B

22

302.82

6,662.04

STORYWALK SOLUTIONS ALUMINUM POST AND ALUMINUM FRAME, BLACK
TEXTURE POWDER COAT, FOR PANEL 18H X 24W, 45 DEGREE DISPLAY ANGLE.
FRAME INSTALLS TO (1) PROVIDED ALUMINUM POST, INCLUDES (2) 16"X24"
PIECES OF ACRYLIC FOR PAGE DISPLAY, AND HARDWARE KIT. FRAME CAN
CONTAIN UP TO 1/4" THICK MATERIALS INCLUDING THE ACRYLIC.

[SWPWP182445B]

DISCOUNT

22

-30.28

-666.16

DISCOUNT FOR ITEMS ABOVE

S&H

1

475.00

475.00

ESTIMATED SHIPPING AND HANDLING - NO SPECIAL SERVICES INCLUDED -
DELIVERY TO COMMERCIAL ADDRESSES ONLY
FOB ORIGIN

IF SPECIAL SERVICES SUCH AS LIFTGATE OR DELIVERY APPTS ARE NEEDED, WE
ARE UNABLE TO EXPEDITE TRANSIT AND CANNOT GUARANTEE A REQUESTED
DELIVERY DATE

23-092549

LIFT GATE ON SITE - ERIN TO DETERMINE DELY ADDRESS

Parks Maintenance -

445 S 11th St, Nevada, IA 50201

Streets Dept

1410 8th St, Nevada, IA 50201

LG-BOX

1

0.00

LARGE OX BOX - 76"LX46"WX36"H 550LBS = 20 UNITS

SW-FRT

1

0.00

0.00

ALL OR SOME OF THE FOLLOWING ACCESSORIAL SERVICES MAY APPLY

REMIT PAYMENT TO: BARKING DOG INTERPRETIVE DESIGN INC., S12824 COUNTY ROAD U, STRUM WI 54770 | REMIT PAYMENT TO:
BARKING DOG INTERPRETIVE DESIGN INC. S12824 COUNTY ROAD U, STRUM WI 54770

| ACTIVITY | QTY | RATE | AMOUNT |
|----------|-----|------|--------|
|----------|-----|------|--------|

DEPENDING ON DELIVERY ADDRESS:
LIMITED ACCESS CHARGE
LIFTGATE SERVICE
RESIDENTIAL DELIVERY - TRUCK SHIPMENT
NOTIFY BEFORE DELIVERY

DELIVERY CAPABILITIES MUST BE VERIFIED AT TIME OF ORDER

| | | | |
|-----------|---|------|------|
| S&H MULTI | 1 | 0.00 | 0.00 |
|-----------|---|------|------|

LARGER QUANTITY ORDERS MAY BE CONSIDERED FOR REDUCED SHIPPING COSTS. PLEASE DISCUSS THE LOGISTICS OF THE DELIVERY AND YOUR PROJECT SO WE CAN OPTIMIZE OUR PACKAGING AND SHIPPING COSTS FOR YOUR NEEDS.
FOB ORIGIN

| | | | |
|----------|---|------|------|
| SW-TERMS | 1 | 0.00 | 0.00 |
|----------|---|------|------|

TERMS:
50% DOWN PAYMENT WITH SIGNED ESTIMATE, BALANCE NET 10 DAYS AFTER SHIPPING, OR NET 30 WITH A PURCHASE ORDER.

ALTERNATIVE TERMS MAY BE AVAILABLE THROUGH DISCUSSION WITH BDID MANAGEMENT

**ONLY MASTERCARD OR VISA CREDIT CARDS ACCEPTED WITH A CONVENIENCE FEE; EFT/ACH ACCEPTED - ASK CUSTOMER SERVICE

| | | | |
|---------|---|------|------|
| SW-NOTE | 1 | 0.00 | 0.00 |
|---------|---|------|------|

TEMPORARY PAGE DISPLAY SUGGESTION: USE 10 MIL HOT LAMINATE TO ENCLOSE THE BOOK PAGE OR PRINTED PAGE. INSTALL INTO FRAME WITH COLORED PLASTIC BACKER (SEE LITERATURE). THERE SHOULD BE 1/8" EDGE OF LAMINATE SURROUNDING ALL 4 SIDES OF THE STOCK. PAGES AND BACKER SHOULD BE PLACED BETWEEN THE 2 SHEETS OF ACRYLIC, THEN INSTALLED INTO THE FRAME. DURING SEASONS WITH HIGH HUMIDITY OR RAIN, CONDENSATION OR MOISTURE MAY OCCUR BETWEEN ACRYLIC SHEETS. SYNTHETIC PAPER AND PERMANENT PANELS WILL OFFER IMPROVED DURABILITY

| | | | |
|-------|--|--|------------|
| TOTAL | | | \$6,470.88 |
|-------|--|--|------------|

Accepted By

Accepted Date

Option 4



StoryWalk® Product and Price Guide



StoryWalk® Style Frames



Angled Wood Post Mount
\$210 each, Qty≥16



Flush Wood Post Mount
\$210 each, Qty≥16



Angled Aluminum Post Mount
\$272 each, Qty≥16

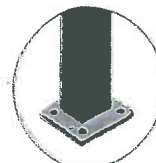


Flush Aluminum Post Mount
\$286 each, Qty≥16



Chain link Fence Mount
\$210 each, Qty≥16

Vacker offers StoryWalk® frames with the same high quality and craftsmanship as our frames that have been installed in parks and trails throughout the U.S. over the post 20 years. StoryWalk frames have removable bottom rail for sign panel insertion. Panel slides into exposed channel at bottom of frame (Frame gap allows for sign panel materials up to thickness of .25"). Storywalk frame design allows for enhanced drainage. Surface mount plates for surface mount installations are also available.



Optional Surface Mount,
\$22, each

Aluminum Post Powder Coat Colors



Standard black



NPS dark brown



NPS medium brown



Forest green

About SW Book Material Displays

Most SW displays consist of hot laminated book pages sandwiched between clear acrylic sheets. Bare in mind that these materials provide water resistance, but will not result in a waterproof display. Disassembled book pages have little UV resistance and are not intended for the outdoors. Another possible option is to secure written use permission and the digital version of the book from the publisher and incorporate in an 18x24 layout. The benefit of this method is that a layout can be printed in an outdoor durable sign panel material that provides significant UV resistance. Some, but not all, publishers are willing to grant permission for printing a digital version of a book for a StoryWalk® display.



NatureWalk®

Standard Nature Themed Signs

NatureWalk is an extensive series of standard nature themed interpretive signs for kids of all ages. Signs are 18"x24" in size, and designed with "best practices" for interpretation. They are engaging, informative and particularly fun for youth!

"Seasons" NatureWalk and Storywalk Sign Panels

This mid-grade (5 year life expectancy) sign panel features a 2 mil thick satin finish, UV resistant protective overlaminates. It is an economical option intended for seasonal or rotational displays like StoryWalk. This sign panel type is intended for display without an acrylic sheet.

Select from our NatureWalk titles or we can print your directly from your provided high resolution PDF (set up at 18x24) that includes the book page art. In this case, you'll need to obtain written use permission and the digital version of the book from the publisher and incorporate into your layout.

18"x24" "Seasons" sign panel printed from your files - \$40.00 each, minimum qty: 10.
18"x24" "Seasons" NatureWalk sign - \$70.00 each, minimum qty: 10.



Dozens of NatureWalk titles available. Visit our website or request a portfolio for the most up-to-date title offerings.
<https://vackersign.com/products/nature-signs/>

Item # 7C
Date: 3-27-23

DATE: 3/27/2023

COUNCIL ACTION FORM

AGENDA ITEM: Approve bid for Crushing Concrete

HISTORY:

The City of Nevada Public Works has accumulated an overabundance of broken up concrete from various projects in town. The piles of concrete limit the amount of space we have for dumping additional debris and the area we are able to use for storage. There is approximately 10,000 tons of material that needs to be crushed; it will be used for backfill and for sub base surface, saving money in the long run in lieu of purchasing additional product. The cost would be shared across departments.

Quotes were received from the following three vendors (see attached for additional information):

*****Approximately 10,000 tons of material will need to be crushed*****

- Boomerang \$7.30 per ton with a \$7,500 lump sum Mobilization
- CJ Moyna \$10.70 per ton
- Murphy Heavy Contracting \$10.00 per ton

OPTIONS:

1. Accept the quote from Boomerang @ \$7.30 per ton and \$7,500.00 mobilization
2. Reject all quotes and resend new RFP's.
3. Reject all bids and do nothing at this time.

STAFF'S RECOMMENDED ACTION:

Staff recommends approving Option 1: Accept the quote from Boomerang @ \$7.30 per ton and \$7,500.00 mobilization

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



February 28, 2023

City of Nevada, IA
1209 6th Street
Nevada, IA 50201

Attn: Joe Mousel

Re: Crushing of your Concrete and asphalt pile at the WWTP

Dear Sir:

Boomerang Corp. respectfully submits the following unit price quote for the crushing of your concrete and asphalt piles at the WWTP located in Nevada, IA. We will crush these piles to a screen size of 1" minus. Payment will be by the weight registered on our belt scale.

Unit Price Quote:

- | | |
|---|---------------------|
| 1. Crush broken concrete and asphalt to a 1" minus size | \$7.30 per ton. |
| 2. Mobilization of the equipment | \$7,500.00 Lump Sum |

The following clarifications apply to our quote:

1. Proposal is based on existing site conditions at the time of the bid.
2. A storm water discharge plan was not included.
3. A pollution prevention plan, permits, costs associated with these services and any implementation of the plan, site records and site repair would be considered additional costs.
4. No erosion controls.
5. No traffic control (if needed would be performed on at time and material basis)
6. No Seeding, sodding, or mulching (but could be priced)
7. No locating, adjustment, or relocation of conflicting utilities
8. No testing. Soil, density, concrete, etc.
9. No geotechnical engineering or QC staff
10. No surveying or layout of boundary lines.
11. No permits or fees
12. No temporary parking or pedestrian walkways
13. No modular fencing included.
14. No landscape or permanent seeding
15. No Bond.



Materials are guaranteed as specified. All work to be completed in a workman like manner according to standard practices, local and state codes. All work requested beyond those specified will be considered extras. All extra costs will be negotiated prior to starting work or, charged on a time and material basis. All requested extras will be compensated with or without an executed signed document. Upon acceptance of this pricing contractor shall be furnished the location of all underground pipes, transmission lines and utilities near the vicinity of work to be performed.

Thank you for your considerations. We look forward to working with you on this project.

Boomerang Corp

Andy Wolf
Estimator
(563) 529-9872 - Cell
(319) 462-4435 - Office
andyw@boomerangcorp.com

Joe Mousel

From: Ryan Kipp <RKIPP@cjmoyna.com>
Sent: Sunday, March 12, 2023 12:43 PM
To: Joe Mousel
Subject: RE: [EXTERNAL] Website Contact Form

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

Joe,

We are submitting the following price to crush the broken concrete at your wastewater treatment facility:

Crush PCC \$10.70/ton (approximately 10,000 tons)

Material to be crushed to 1" minus
Payment based on calibrated belt scale readings
Work to be completed during the summer of 2023

Thank you for the opportunity to provide a quote for this work.

Ryan Kipp PE

Estimator/Project Manager
CJ Moyna & Sons, LLC.
24412 Hwy 13
Elkader, IA 52043
www.cjmoyna.com
(563) 245-1442
(563) 245-1443 (fax)

From: Joe Mousel <jmousel@cityofnevadaaiowa.org>
Sent: Tuesday, March 7, 2023 10:07 AM
To: Ryan Kipp <RKIPP@cjmoyna.com>
Subject: Re: [EXTERNAL] Website Contact Form

Start date will depend on our site prep. It's currently where there are building a lift station.

Sent from my iPhone

On Mar 7, 2023, at 09:59, Ryan Kipp <RKIPP@cjmoyna.com> wrote:



Murphy Heavy Contracting Corporation
Box 308, Anita, IA 50020 (712) 762-3386 FAX (712) 762-4197

8/22/22

City of Nevada Street Department

Sir:

The following is our quote for recycling a concrete rubble and asphalt pile at the Nevada City yard. Murphy Heavy Contracting will crush, screen and stockpile approximately 10,000 ton of concrete and 8,000 ton of asphalt to 1-1/4" minus crushed product. Murphy Heavy Contracting will do this service for \$10.00 per ton of concrete and \$8.25 per ton of asphalt. A day of breaking with a concrete breaker on an excavator will be included in the crushing. Additional breaking if instructed by the city will be \$250 per hour. Concrete with excess rebar will be set aside and stockpiled neatly but will not be crushed.

All tonnage measurements will be based on drone pile measurements, then sent to stockpile reports for third party pile measurements, this will be paid for and performed as an included service by Murphy Heavy Contracting to insure accurate finished product measurements.

Thank you for the opportunity to quote this project. If you have any questions, please call our office at 712-762-3386, or my cell phone at 712-250-0927.

Sincerely,

Brady Murphy

Item # 7D
Date: 3-27-23

DATE: 3/27/2023

COUNCIL ACTION FORM

AGENDA ITEM: Approve bid for Tree and Fence Removal at Waste Water Treatment Plant

HISTORY:

The City of Nevada is in the process of constructing a new Waste Water Treatment Plant. It is planned to build a fence around the facility; however, there are currently trees and an old barbed wire fence surrounding the site. Prior to any new permanent fencing going up, the perimeter of the site needs to be cleaned up. The trees and old fencing need removed.

Quotes were received from the following three vendors (see attached for additional information):

- TK Grading and Seeding, LLC \$12,500.00
- Con-Struct Inc. \$19,200.00
- On Track \$33,880.00
 - There were pictures and notes included with this bid showing the area, trees and fencing.

OPTIONS:

1. Accept the bid from TK Grading and Seeding, LLC for \$12,500.00
2. Reject all bids and send new RFP's.
3. Reject all bids and do nothing at this time.

STAFF'S RECOMMENDED ACTION:

Staff recommends approving Option 1: Accept the bid from TK Grading and Seeding, LLC for \$12,500.00 to remove trees and fence at WWTP site.

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



PO Box 333
Maxwell, IA 50161

Phone # 515-664-7789 tkgradingseeding@gmail.com

Estimate

| Date | Estimate # |
|-----------|------------|
| 2/27/2023 | 241 |

Name / Address

City of Nevada

Project

| Description | Qty | Rate | Total |
|--|-----|-----------|-------------|
| Removal of the fence on the West and South side of property along with removal of trees - approx. 3350 ft. - trees will be placed in a pile for the city to burn - fence wire and posts will be hauled off site for disposal | | 12,000.00 | 12,000.00 |
| Mobilization/demobilization | | 500.00 | 500.00 |
| State and Local Sales Tax | | 7.00% | 0.00 |
| Total | | | \$12,500.00 |

CON-STRUCT INC.
305 SOUTH DAYTON AVENUE
AMES, IOWA 50010
(515) 232-6443
(fax) 232-6445

Joe Mousel
Nevada WWTP
515-450-2394

jmousel@cityofnevadaiaowa.org

This is Con-structs time and materials for tree demo at new Nevada WWTP. We will include labor and equipment to complete the work according to plan. Bid is good for 90 days upon receiving.

Tree Demo: \$19,200

Waterway regrading: 8,400

Incidentals included in the above proposal are as follows .

- A. Clear trees on west and south fence rows.
- B. Clear 20ft. wide for new fence.
- C. Pile trees on city property.
- D. Iowa one call.

Incidentals not included in this price are as follows:

- A. Erosion control.
- B. Trees to be burned by City of Nevada.
- C. Anything not speciefied.

If you have any questions you can call me at 515-203-0130.

Thank you for considering our bid.

Respectfully

Curtis Perdew
Superintendent

PAYMENT TO BE MADE AS FOLLOWS:

All material is guaranteed to be as specified, all work to be complete in a workmanlike manner according to standard practices, any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over an above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workmen's compensation insurance.



PH# 515-451-6719
matt@ontrackiowa.com

****QUOTE**

DATE: 3/22/2023

RE: Nevada WWTF Tree & Fence
Clearing

TO: City of Nevada

| ITEM | ITEM DESCRIPTION | QNTY | UNIT | UNIT PRICE | TOTAL |
|------------|---|------|-------|-------------|---------------------|
| 1 | Mobilization | 1 | LS | \$ 4,000.00 | \$ 4,000.00 |
| 2 | Fence Removal | 3765 | LF | \$ 2.00 | \$ 7,530.00 |
| 3 | West Property Line Clearing (Trees to be Piled on Site) | 1 | LS | \$ 5,850.00 | \$ 5,850.00 |
| 4 | SW Property Clearing (Trees to be Piled on Site) | 2.2 | ACRES | \$ 7,500.00 | \$ 16,500.00 |
| BID TOTAL: | | | | | \$ 33,880.00 |

****CONDITIONS & NOTES**

- *All trees to be piled on site and burned by others
- *No grading included in quote... OTC to fill in Rootball holes with adjacent soils
- *Root balls to be piled or buried on site
- *All work to be completed in one mobilization... additional mobs at the unit price
- *All survey including layout and staking to be performed by others at no cost to OTC
- *No site fencing included in quote
- *Quote does not include bond or fees from any association... please call if bond rates are needed
- *All electrical, telecommunication and gas lines that are to be moved are to be at no cost to OTC
- *Written permission is necessary to untie any items on this quote
- *Items not listed on the quote should be considered excluded
- *No more than 5% retainage shall be withheld from monthly progress payments

THANK YOU FOR CONSIDERING OUR QUOTATION!

The west fence line has approximately 1,100 LF of lightly brushy fence. Majority falling less than 10" DIA. Shown below is an example picture. There is a large brush pile that will need to be removed or burned as well.



The remainder of the west fence is sparsely populated, as shown below, but it narrows to approximately 10' wide.



The south fence line is heavily treed, with most trees being 10+ inch diameter. Shown below are examples of the fence line.



The Nevada WWTP has a barb wire fence along the entirety of the west boundary, as well as the south boundary to West Indian Creek. Approximate Length is shown below.



If the City of Nevada wishes to clear the trees on the south end of the property, approximate area is shown below.



City Administrators Report

March 9-23, 2023

WWTF:

We had all of our meetings this past week discussing all phases of the project. Trunk sewer phase is still moving along, for the most part they are on schedule. There have been a couple of snags that may or may not delay the project a little. The first is Fiber optic, we were looking for a spool large enough to minimize splices-there has been one located but we are waiting to know the deliver date. The other issue pertains to boring- they are hitting more rocks than anticipated which is pushing them off course slightly. For the Lift Station, we are waiting for actual recommendations to repair issues with walls, they will be meeting on-site this Friday and HR Green will be discussing with me next week. The other delay is still the VFD's and MCC's which we are still trying to figure a way to get those at a faster pace then what they are saying- this delay could potentially set us back 3-6 months. The main facility is moving forward and is on pace, they are slightly behind but believe they will catch up and finish on time but the issue is getting all phases to connect in order to get our plant online. Both HR Green and City are working diligently to figure our avenues to help speed the process up.

Intern (P & Z)

Ryan and I met with someone to discuss intern opportunities for his department. We had a student from U of I reach out and was interested in Planning and Zoning as well as Police work so we thought this would be a great fit as it includes both opportunities.

Business Etiquette Luncheon:

We will be having a business luncheon for seniors to teach different etiquettes on April 26th.

Seatbelt Policy

We have talked about this in the past, it is something Ray has been working on. I will have this on the next Staff agenda to discuss and then bring it to council. Our staff does a great job with this already but our IMWCA rep told us that we needed a policy in place. We will have a slightly smaller rate this year which means we are doing a great job with safety and workers comp. Our Safety committee does a great job with trainings.

UPDATES:

AK System Solution:

Would like to close within two weeks, have reached out and asked if this would work for us.

Wayfinding Signage:

Shared with Mainstreet, coming up design concepts for the sign itself.

Downtown Trash Receptacles

We will be ordering new receptacles to reflect DT shortly, will hopefully have those by June.

Mainstreet Design Standards

Mainstreet is reviewing

Oak Park Estates

Waiting on agreement, meeting on Friday to discuss.

City Technology:

Have a quote.

Copier agreement:

On agenda

Stop sign ordinance:

On Agenda

Downtown Parking:

Erin is reviewing

Van Wall

On agenda, there was a mistake with the signature block so we will need to send that back through council

MONTHLY/WEEKLY STANDING MEETINGS

Legislation & Regulatory Review

Mainstreet (Vitality)

Mainstreet (Design)

City Volunteer Initiative

Historical Society

NEDC (Land)

NEDC (Exec)

PPL (Logistics)

PPL (Full Meeting)



STAFF MEETING AGENDA

Monday, March 6 @ 9:00 A.M

A. Old Business

- a. City Administrator
 - i. Stop Signs (11th and H)
 - ii. Downtown Parking
 - iii. Copiers
 - iv. Water position
 - v. East Business Dev.
 - vi. Hwy 30 proposals
 - vii. Development
 - viii. Annexation
 - ix. Teen Maze-Friday, April 7 (sign up)
 - x. PSD kick off



NEVADA PUBLIC SAFETY DEPARTMENT

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



Ricardo Martinez II
Public Safety Director
Chief of Police

Date: Wednesday, March 22nd, 2023

Reference: Grant Project: Mental Health Awareness: Engaging Iowa

Dear Mental Health Awareness Grant Review Committee:

The Grant Project titled, Mental Health Awareness: Engaging Iowa, to be conducted by Iowa State University Extension and Outreach, as the full support of the Nevada Public Safety Department.

Mental health and suicide death are issues impacting all Iowans. The Iowa State University Extension and Outreach project, led by Dr. David Brown, in partnership with the Ames Police Department, is to provide free mental health and suicide prevention training. This will be available to law enforcement and emergency services personnel and their families. The project will enhance public safety, support efforts dedicated to help build secure, safe, and healthy communities, in addition to strengthen partnership between law enforcement and emergency services.

The Nevada Public Safety Department is dedicated to support the Mental Health Awareness: Engage Iowa. This will include staff attending training and, when needed, allowing our facility to be used for such training. Should you need any more information in our efforts to support Mental Health Awareness: Engaging Iowa, please let me know.

Respectfully

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

March 21, 2023

TO: Office of the Chief Information Officer
200 E. Grand Ave.
Des Moines, IA 50309

RE: Broadband Intervention Zone

To the Office of the Chief Information Officer of the State of Iowa:

This letter demonstrates our support of Story County's application to become a Broadband Intervention Zone, which includes the townships of Grant, Nevada, Richland, Milford, Warren and Howard. The City of Nevada Fire Department provide fire and EMS services to our townships as well as our community.


The existing internet infrastructure is exiguous, which repeatedly impacts our efforts to protect and inform the public. Having robust broadband capability allows unfailing connectivity to local and state emergency operations centers. When a disaster strikes, such as the Derecho of 2020, not only do emergency services need to communicate with each other, but there needs to be a nexus between Incident Command and our citizens.


Story County is the 10th largest area within the State of Iowa. Story County has one of the nation's biggest research universities in Iowa State University, federal USDA laboratories, a natural gas production facility, a nationally known veterinarian medical center, and several diverse transportation sector assets making broadband access a high priority for the State of Iowa. Attracting prospective companies to Story County and its townships would look favorably with high-quality broadband connectivity.

The pandemic showed how dependent our communities and economies are to an interconnected world. Story County saw several large industries shift their office staff to working at home. Internet service impacts our ability to deal with emerging threats to the community from an economic and public safety standpoint. Substandard service fails to meet these expectations.

We greatly appreciate the Office of the Chief Information Officer taking this step to qualify regions as Broadband Intervention Zones. Please give significant consideration to our area of Story County for such a designation.

Respectfully,


Ricardo Martinez II
Public Safety Director
Chief of Police


Ray Reynolds
Director of Fire & EMS



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: Wednesday, March 21st, 2023

Christa Skaggs
Director of Human Resources
21st Century Rehab, PC
515.382.3366

Ref: Rollaway Dumpsters/Parking Closure

Dear Christa,

I am in receipt of your email dated Tuesday, 3/20/2023. Based on this email and our conversation on Monday, 3/13/2023, you are asking to close parking spaces in front of the Camelot Theater, 1114 6th Street. This request is due to placing rollaway dumpsters in front of the Camelot Theater for renovation clean up. You are also requesting a rollaway dumpster in the rear of the building running parallel to the building and will allow emergency access.

This request is for Saturday, March 25th, 2023; you advise you will immediately open these spaces no later than 4:00pm. The rollaway dumpsters will also be removed by 4:00pm or earlier as stated in your letter.

Your request is approved.

You must allow access for emergency vehicle traffic if necessary.

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

If you need equipment from the City of Nevada you will need to contact Nevada Streets Supervisor Joe Mousel. Mr. Mousel can be reached weekdays between 8:00 a.m. and 3:00 pm; his office number is 515-382-4813. It is your responsibility to make these arrangements. There are rental and deposit fees associated with the use of City of Nevada barricades and equipment.

I am happy we can assist with the renovation of the Camelot and what it will become, this will be great for the City of Nevada and its residents.

Respectfully,

Josh Cizmadia
Police Sergeant

Ricardo Martinez II
Public Safety Director/Chief of Police

Cc: Jordan Cook, Nevada City Administrator
Joe Mousel, Nevada Streets Supervisor
Command Staff, Nevada Public Safety Department
Mayor and City Council Members

Previous Meeting Minutes

Mar 22, 2023

(None)

Nevada Field House - Six Week Outlook

| No. | Mtg Origin | Title | Assignment | Due Date | Priority | Status | Old/New |
|-----|------------|------------------------------|------------|----------|----------|--------|---------|
| 2.2 | 1 | Planned Work: 6 Week Outlook | | | | Open | Old |

Description

1. 3/20-3/24:

- Complete Roof Purlins and Bracing
- Weld Hanger Rod Supports to Underside of PEMB Beams
- Wall Girts and Bracing
- Don PTO: 3/23-3/27

2. 3/27-3/31:

- Wall Girts & Bracing
- Start Grout Column Bases
- Start Grout Hollow-Core Planks
- Start Erection of Mezz Track Steel
- Start Roof Insulation & Metal Panels (South 2 Bays)

3. 4/3-4/7:

- Grout Column Bases
- Grout Hollow-Core Planks
- Erection of Mezz Track Steel (Start Decking)
- Roof Insulation & Metal Panels (South 2 Bays)

4. 4/10-4/14:

- Start Tie-Beam Footings
- Erection of Mezz Track Steel & Decking
- Form Hollow-Core Planks

5. 4/17-4/21:

- Tie-Beam Footings
- Hollow-Core Plank Concrete Topping Slab
- Interior Grading & Granular Base

6. 4/24-4/28:

- Start Mezzanine Concrete Floor Pour (South and Half East Section)
- Roof Insulation & Metal Panels
- Interior Grading Granular Base
- Start Electrical Underslab Rough-in

Previous Meeting Minutes

Mar 22, 2023

(None)