



#### **AGENDA**

# REGULAR MEETING OF THE NEVADA CITY COUNCIL MONDAY, APRIL 24, 2023 – 6:00 P.M. NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6<sup>TH</sup> 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

- 1. Call the Meeting to Order
- 2. Roll Call
- 3. Approval of the Agenda
- 4. PUBLIC HEARING(S)
  - A. Copier/Lease Agreement
    - 1. Public Hearing
    - 2. Resolution No. 088 (2022/2023): A Resolution Approving and Authorizing a General Fund Equipment Acquisition Lease Agreement with Lease Payments thereunder in the Principal Amount not to exceed \$50,000
- 5. Approval of CONSENT AGENDA (Any item on the Consent Agenda may be removed for separate consideration.)

- A. Approve Minutes of the Regular Meeting held on April 10, 2023
- B. Approve Payment of Cash Disbursements, including Check Numbers 79580-79652 and Electronic Numbers 1324-1333 (Inclusive) Totaling \$3,717,368.19 (See attached list)
- C. Approve Financial Reports for Month of March, 2023
- D. Approve Renewal Class "C" Retail Alcohol License, Farmhouse Catering LC, d/b/a Gatherings, 1024 6th Street, Effective April 25, 2023
- E. Approval of JEO Bridge Inspection Agreement
- 6. PUBLIC FORUM: Time set aside for comments from the public on topics of City business other than those listed on the agenda no action may be taken. (Please keep your comments to five minutes or less.) This is an opportunity for members of the audience to bring to the Council's attention any item not listed on the agenda. Comments are limited to five (5) minutes per citizen, and the City will notify citizens when their time has expired. Speakers may not yield their times to others, and as a general rule this is not a time for exchange of questions. The Mayor has the authority to reduce the time allowed for comment in accordance with the number of persons present and signed up to speak.
  - A. Proclamation for National Library Week April 23-29
  - B. NEDC Brenda Dryer, Economic Development Week Proclamation

#### 7. OLD BUSINESS

- A. Resolution No. 089 (2022/2023): A Resolution Amending and Approving the Appendix to the City Code
- B. Approve Pay Request No. 13 for WWTF Improvements-Phase 3 from Boomerang Corp. in the amount of \$105,074.98

#### 8. NEW BUSINESS

- A. Approve Neighborhood Improvement Incentive Program in the amount of \$35,310, Flummerfelt Homes, Sunridge Estates House Demo's
- B. Approve Renewal Class "C" Retail Alcohol License, Cubbies on Main, d/b/a Stohaker, LLC, 1220 6<sup>th</sup> Street, Effective April 1, 2023
- C. Approve Eight Month Special Class "C" Retail Alcohol License, Nicole Schneider, d/b/a Nik's Tipsy Trailers, 6<sup>th</sup> Street for Downtown Farmer's Market, 5/4/2023-1/4/2024
- D. Discussion and Appropriate Follow up on Pizza Pie-Looza
  - Request for a waiver on the restriction of Alcohol on Lincoln Jefferson Highways Heritage Park by the Nevada Jaycees
  - 2. Approve 5-Day Class "C" Retail Alcohol License with Outdoor Service to Nevada Jaycees, d/b/a NEVADA JAYCEES, location 1209 6th Street, 5/11/2023-5/15/2023
- 9. REPORTS City Administrator/Mayor/Council/Staff
- 10. **Closed Session** pursuant to Iowa Code Section 21.5 (1) (i) to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and appropriate follow-up

11. Discussion and Appropriate Follow-up on Closed Session pursuant to authority found in Iowa Code Section 21.5 (1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation

#### 12. ADJOURN

The agenda was posted on the official	bulletin	board c	n April	19. 2	2023. in	compliance	with	the
requirements of the open meetings law				,	,			
Posted								
E-Mailed								
F.\OFFICE\COUNCIL\AGENDAS-COUNCIL\2022-2023\2023-04-24.DO	С							



#### MEMO FOR REGULAR MEETING OF THE NEVADA CITY COUNCIL MONDAY, APRIL 24, 2023 – 6:00 P.M.

#### 4. PUBLIC HEARING(S)

- A. Copier/Lease Agreement
  - 1. Public Hearing
  - 2. Resolution No. 088 (2022/2023): A Resolution Approving and Authorizing a General Fund Equipment Acquisition Lease Agreement with Lease Payments thereunder in the Principal Amount not to exceed \$50,000

Enclosed you shall find the lease agreement, payment details, and resolution for City copiers and printers.

#### 7. OLD BUSINESS

- A. Resolution No. 089 (2022/2023): A Resolution Amending and Approving the Appendix to the City Code **Enclosed you shall find the fee appendix with changes for 2023.**
- B. Approve Pay Request No. 13 for WWTF Improvements-Phase 3 from Boomerang Corp. in the amount of \$105,074.98

The pay request from Boomerang Corp. and the engineer's recommendation will be emailed prior to Council Meeting.

#### 8. NEW BUSINESS

- A. Approve Neighborhood Improvement Incentive Program in the amount of \$35,310, Flummerfelt Homes, Sunridge Estates House Demo's
  - Enclosed you shall find the recommendation from Ryan Hutton as well as the application and payment documentation for the project.
- B. Approve Renewal Class "C" Retail Alcohol License, Cubbies on Main, d/b/a Stohaker, LLC, 1220 6<sup>th</sup> Street, Effective April 1, 2023
  - Enclosed you shall find liquor license application for Cubbies on Main, Home of the Original George's Pizza. This is the first application under new ownership.
- C. Approve Eight Month Special Class "C" Retail Alcohol License, Nicole Schneider, d/b/a Nik's Tipsy Trailers, 6<sup>th</sup> Street for Downtown Farmer's Market, 5/4/2023-1/4/2024
  - Enclosed you shall find the 8-month license application for Nik's Tipsy Trailers, they plan to be a vendor in the downtown Farmers Market.
- D. Discussion and Appropriate Follow up on Pizza Pie-Looza
  - 1. Request for a waiver on the restriction of Alcohol on Lincoln Jefferson Highways Heritage Park by the Nevada Jaycees
  - 2. Approve 5-Day Class "C" Retail Alcohol License with Outdoor Service to Nevada Jaycees, d/b/a NEVADA JAYCEES, location 1209 6<sup>th</sup> Street, 5/11/2023-5/15/2023

Enclosed you shall find the 5-day license application for the Nevada Jaycees for the alcohol service during the Pizza Pie Looza event on May 13<sup>th</sup>.

Resolution No. (Copi

Item # <u>4</u> Date: <u>4-24-23</u>

Page 1 of 2

#### RESOLUTION NO. 088 (2022/2023)

Resolution approving and authorizing a General Fund Equipment Acquisition Lease Agreement with lease payments thereunder in a principal amount not to exceed \$50,000

WHEREAS, pursuant to the provisions of Section 364.4 of the Code of Iowa, the City of Nevada (the "City"), in Story County, State of Iowa heretofore proposed to contract indebtedness and enter into a General Fund Equipment Acquisition Lease Agreement (the "Lease Agreement") with principal lease payments thereunder in an amount not to exceed \$50,000, for the purpose of acquiring a photocopier for use at the City Hall, and it is necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Lease Agreement and to give notice thereof as required by such law; and

WHEREAS, it is now necessary to authorize the Lease Agreement;

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

Section 1. The Lease Agreement with Access Systems, Inc., in substantially the form as has been presented to and considered by this Council and containing substantially the same terms and provisions set forth therein, is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to make such changes thereto as they, deem necessary and to execute and deliver the Lease Agreement and to execute any and all other documents and do any and all things deemed necessary in order to accomplish the purposes of the Lease Agreement and this resolution.

Section 2. The City Council hereby covenants to appropriate to the General Fund, during the term of the Lease Agreement, sufficient funds to pay lease payments under the Lease Agreement as such payments become due in the aggregate amount of \$50,000. The City hereby pledges the General Fund of the City for the full and prompt payment of the Lease Agreement. Lease payments shall be made in equal monthly installments of no more than \$833.

Section 3. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved April 24, 2023

1 asset and approved April 24, 2025.		
	Brett Barker, Mayor	* · · · · · · · · · · · · · · · · · · ·
Attest:		
Kerin Wright, City Clerk		

Resolution No. 088 (2022/2023) Copier/Printer Lease Page 2 of 2

Moved by Council Member, seconded by Council Member, that Resolution No. 088 (20 be adopted.	)22/2023)
AYES: NAYS: ABSENT:	
The Mayor declared Resolution No. 088 (2022/2023) adopted.	
I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution (2022/2023) at the regular Council Meeting of the City of Nevada, Iowa, held on the 24th day 2023.	
Kerin Wright, City Clerk	a I
W:\Office\Council\Resolutions\2022-2023\088-Copier-Printer Lease.docx	

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO ENTER INTO A GENERAL FUND EQUIPMENT ACQUISITION LEASE AGREEMENT WITH LEASE PAYMENTS THEREUNDER IN AN AMOUNT NOT TO EXCEED \$50,000

#### (GENERAL FUND)

The City Council of the City of Nevada, Iowa, will meet on April 24, 2023, at the Nevada City Hall Council Chambers, in the City, at 6 o'clock p.m., for the purpose of instituting proceedings and taking action to enter into a Lease Agreement (the "Lease Agreement") with lease payments thereunder in an amount not to exceed \$50,000 for the purpose of acquiring a photocopier for use at the City Hall.

The Lease Agreement is proposed to be entered into pursuant to authority contained in Section 364.4 of the Code of Iowa and will constitute a general obligation of the City, provided, however, that principal and interest under the Lease Agreement shall be payable from the City's General Fund and not from the direct imposition of a debt service property tax levy.

At the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Lease Agreement. After receiving objections, the City may determine to enter into the Lease Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Nevada, Iowa.

Kerin Wright City Clerk



#### **COST PER IMAGE AGREEMENT**

		AGREEMENT NO.: LS-6074653					
CUSTOMER ("You" or "Your")				200			2 70 10 70
FULL LEGAL NAME: Nevada, City of				FEDERAL	TAX ID #:		
ADDRESS: 1209 6 <sup>th</sup> St	Nev	ada, IA 50	201				
EQUIPMENT AND PAYMENT TERMS			1-(2-2)		⊠ s	SEE ATTACHE	ED SCHEDULE
	NOT FINANCED		ING METER MONTHLY IMAGE EXCESS PER				
TYPE, MAKE, MODEL NUMBER AND SERIAL NUMBER	UNDER THIS AGREEMENT	B&W	ADING COLOR	B&W	WANCE COLOR	B&W	(PLUS TAX)
**See attached Group Billing Schedule**							
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TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCI	ESS PER IMAGE CHARG	SES (IF CONS	SOLIDATED)				
EQUIPMENT LOCATION: As Stated Above					METER F	REQUENCY:	Quarterly
TERM IN MONTHS; <u>60</u> MONTHLY BASE PAYME	ENT AMOUNT*: <b>\$663.</b> !	94					(*PLUS TAX)
SECURITY DEPOSIT							
ADDITIONAL SERVICE OPTIONS		1-59					
By initialing where indicated below, you elect to include the indi				thly fee of \$	5.00 per devi	ce per serv	ice option.
Secure Data Protection Customer's Initials to El		nnectivity	Assurance	(	Customer's In	itials to Elec	ct:
responsibility for performing all end of lease device data dispos to remove confidential information. Data disposal procedures ma	you do not initial to elect this service, you acknowledge you assume full esponsibility for performing all end of lease device data disposal procedures or remove confidential information. Data disposal procedures may be required or your compliance with applicable industry standards and state and federal						owledge
CONTRACT	Debut Cue post		To the last	M. Carlo			
THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANN AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNE ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION A JURY TRIAL.	ED BY THE INTERNAL L DISPUTE CONCERNING	AWS OF THE	E STATE IN WI EEMENT WILL I	HICH OUR (OI BE ADJUDICA	R, IF WE ASSIGNATED IN A FED	N THIS AGE	REEMENT, OUR
CUSTOMER'S AUTHORIZED SIGNATURE	ALCOHOL:	D. Alb. A				13.19.193	
BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RE THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON O	CEIVED AND READ THI JR ACCEPTANCE HERE	E ADDITIONA OF.	AL TERMS AND	CONDITIONS	APPEARING	ON THE SEC	OND PAGE OF
(As Stated Above)							
CUSTOMER	SIGNATURE			PRINT NAM	E & TITLE		DATE
OWNER ("WE", "US", "OUR")	4		A ULVON			444	
Access Systems, Inc.	SIGNATURE			DDINE	SE 0 TITLE		DATE
955 SE Olson Dr Waukee, IA 50263-8455	SIGNATURE			PRINT NAM	IE & IIILE		DATE

#### ADDITIONAL TERMS AND CONDITIONS

- 1. AGREEMENT. You want us to now provide you the equipment and/or software referenced herein, together with all replacements, parts, repairs, additions and accessions incorporated therein or attached thereto, excluding equipment marked as not financed under this Agreement ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate a later commencement date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date. We may charge you a one-time origination fee of \$99.00. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26,00); or 2) the highest lawful charge, if less. Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default. The base payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and/or (3) to comply with the tax laws of the state in which the Equipment is located. We generally do not allow you to pay via credit card, however, if we do accept a credit card payment, you agree to pay our then current surcharge. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. You agree that if we substitute or replace any item of Equipment due to product availability, repair or maintenance issues, that each such substitute item of equipment shall thereby become subject to this Agreement, and b
- 2. NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.
- 3. IMAGE CHARGES AND OVERAGES. You are entitled to make the total number of images shown under image Allowance (or Total Consolidated image Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. You agree, upon commencement of this Agreement, to install our electronic meter collection agent ("MCA") on your network to remotely monitor the status and usage of Equipment to allow us to most cost effectively perform the services under this Agreement. If you don't install and maintain the MCA on your network, we may require you to pay us a fee of up to \$10 per month per imaging device connected to that network. For all non-networked devices (and for networked devices if the MCA is not installed), you agree to provide us with the actual meter readings for the device as and when requested by us. We may estimate the number of images made on a device if such meter readings are not received within five days after our request and we may require you to pay, in addition to the above \$10 fee (if applicable), a usage estimation fee of \$5 per device for each such occurrence. You also agree to make the usage payments called for hereunder based on our image estimate, subject to those amounts being adjusted or credited on the next invoice after we receive an actual meter reading (and subject to the Baseline Usage actualized to the services, supplies and maintenance we provide you, is premised on your continued and relatively consistent use of the Equipment under the terms of this Agreement for the full minimum term of the Agreement. The average actual monthly number of images (black and white and, separately, color) that you make using the Equipment during the first welve months of the term of this
- 4. EQUIPMENT USE. You will keep the Equipment in good working order, free and clear of all liens and claims, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment. We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair.
- 5. SERVICES/SUPPLIES. If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. MICR supplies are not included and will be billed separately. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies. You may request excess supplies beyond what we determine as necessary under this Agreement and we may provide you such at an additional charge. If your use of supplies exceeds the manufacturer's published yield by more than 10%, we may notify you of such excess usage. If such excess usage does not cease within 30 days after such notice, we may charge you for such excess usage. We may charge you a monthly fee per device not to exceed \$5.00 per device, to cover our costs of standard shipping and handling supplies. Standard shipping typically allows for delivery in no more than three business days. Expedited shipping options are available at an additional cost to you. In addition, if you elect, we may charge you a monthly fee per device or ("Connectivity Assurance") for providing remote connectivity troubleshooting throughout the term of the Agreement. The services will be limited to remote technical assistance only and shall not include any related necessary hardware or software costs. If we identify the connectivity problem relates to an IT issue that is outside of our control such as a network setting or IT hardware issue, we will work with your IT department, our IT technicians may be able to assist you if provided the necessary access rights but any such work will be billiable at our houly rates. Service calls will be performed during normal business hours of Monday through Friday 8:00 a.m. to 5:00 a.m. to 5:00
- 6. SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software, license renewal fees, or the obligations of you or the license runder any license agreement. Any software that is included in the equipment purchased shall be subject to and Customer agrees to abide by the terms of the software license issued in connection with the use of such software. Any annual software license renewals and associated labor for renewals or upgrades or labor for troubleshooting software are not included and will be billed separately unless otherwise stated. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason; provided, however, you may elect to pay a monthly fee per device to have us provide you this service ("Secure Data Protection").
- 7. LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.
- 8. ASSIGNMENT. You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.
- 9. LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.
- 10. INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as lender's loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to either (A) secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reminurse us the premium and an insurance fee, which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance; or (B) charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS SECTION WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum.
- 11. TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees (including personal property tax) relating to the Equipment and this Agreement. If we pay any taxes or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. Sales or use tax due upfront will be payable over the term with a finance charge. You hereby grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, to be released at the end of the term provided you have performed all of your obligations under this Agreement.
- 12. END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew for an additional one-year period under the same terms unless a) you provide us written notice, at least 60 days prior to the End Date, of your Intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.
- 13. DEFAULT AND REMEDIES. You will be in default if: (a) you do not pay any payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can terminate this Agreement and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 2% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment and requiring you to immediately stop using any financed software. You agree to pay all our costs and expenses, including reasonable attorney fees and repossession costs, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.
- 14. UCC. If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.
- 15. MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. The parties agree that (f) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually signed signature; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related document shall remain in effect. You authorize us to either insert or correct your proper legal name, the Agreement number, serial numbers, model numbers, beginning date, and signature date, and acknowledge that if we filled in any blanks above, we did so on your behalf. All other modifications to the Agreement must be in writing signed by each party.

#### **GROUP BILLING SCHEDULE**



AGREEMENT NO.: LS-6074653

This Group Billing Schedule (hereafter "Schedule") is hereby made a part of that certain agreement by and between Nevada, City of ("Customer") and Access Systems, Inc. ("Owner"), which Agreement is identified in Owner's records as the Agreement No. stated above ("Agreement"). The Excess Per Image Charges under the Agreement shall be determined under this Schedule. If there is any provision in this Schedule which conflicts with a provision in the Agreement, the provision in this Schedule shall govern.

GROUP NAME		No. of the last of				
METER GROUP 1						
	NOT FINANCED UNDER THIS	BEGINNING METER READING		HLY IMAGE DWANCE		PER IMAGE (PLUS TAX)
TYPE, MAKE, MODEL NUMBER, AND SERIAL NUMBER	AGREEMENT	B&W COLOR	B&W	COLOR	B&W	COLOR
1 Sharp BP-50C26					W	
1 Sharp BP-50C55						
2 Sharp BP-50C31						
1 Sharp BP-50C45						
	$\Box$					
					-	
			-			
	15		-			
			-	-		
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCE	SS PER IMAGE CHAR	GES (IF CONSOLIDATED)	13,000	2,700	\$0.0035	\$0.0330
EQUIPMENT LOCATION: As Stated Above	111			ETER FREQUE	NCY: Quar	terly
GROUP NAME	Town Services	- 70 × 70 × 10 × 10	de Dan Dây		To Sai line	
METER GROUP 2				V 1 W		
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1 Sharp MX-C357F  TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCE EQUIPMENT LOCATION: As Stated Above  VERIFICATION The undersigned acknowledges having received a copy of this indication of your intent to agree to the terms set forth herein, set of the terms.	UNDER THIS AGREEMENT	READING B&W COLOR  B&W COLOR	2,000 Mi	SOO	\$0.0090	\$0.0580
1 Sharp MX-C407P 1 Sharp MX-C357F  TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCE EQUIPMENT LOCATION: As Stated Above	UNDER THIS AGREEMENT	READING B&W COLOR  B&W COLOR	2,000 Mi	SOO	\$0.0090	\$0.0580

#### Amendment

This Amendment amends that certain agreement by and between Access Systems, Inc. ("Owner") and Nevada, City of ("Customer") which agreement is identified in the Owner's internal books and records as Agreement No. LS-6074653 (the "Agreement"). All capitalized terms used in this Amendment, which are not otherwise defined herein, shall have the meanings given to such terms in the Agreement. Owner and Customer have mutually agreed that the following modifications be made to the Agreement.

1. The sentence in the section entitled "IMAGE CHARGES AND OVERAGES" which reads "After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and, at our election, the Base Payment Amount and Excess Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 10% of the then existing payment or charge," is hereby deleted in its entirety and replaced with the following:

"After the end of the fifth year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and, at our election, the Base Payment Amount and Excess Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 10 % of the then existing payment or charge."

Except as specifically modified by this Amendment, all other terms and conditions of the Agreement remain in full force and effect. If, and to the extent there is a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. A copy of this document containing your original or facsimile signature or other indication of your intent to agree to the terms set forth herein shall be enforceable for all purposes. This Amendment is not binding until accepted by Owner.

Access Systems, Inc.	Nevada, City of
Owner	Customer
Ву:	Ву: Х
Signature	Signature
Print Name & Title	Print Name & Title
Date Accepted:	Date:
· · · · · · · · · · · · · · · · · · ·	

## Non-Appropriation Addendum



Title of lease, rental or other agreement: LS-6074653 (the "Agreement")

 $\textbf{Lessee/Renter/Customer:} \ \ \underline{\textbf{Nevada, City of}} \ (\textbf{``Customer''})$ 

Lessor/Lender/Owner: Access Systems, Inc. ("Company")

This Addendum (this "Addendum") is entered into by and between Customer and Company. This Addendum shall be effective as of the effective date of the Agreement.

- 1. INCORPORATION AND EFFECT. This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.
- GOVERNMENTAL PROVISIONS. Customer hereby represents, warrants and covenants to Company that: (a) Customer intends, subject only to the provisions of this Addendum, to remit to Company all sums due and to become due under the Agreement for the full term, (b) Customer's governing body has appropriated sufficient funds to pay all payments and other amounts due during Customer's current fiscal period; (c) Customer reasonably believes that legally available funds in an amount sufficient to make all payments for the full term of the Agreement can be obtained; and (d) Customer intends to do all things lawfully within its power to obtain and maintain funds from which payments due under the Agreement may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. If Customer's governing body fails to appropriate sufficient funds to pay all payments and other amounts due and to become due under the Agreement in Customer's next fiscal period ("Non-Appropriation"), then (i) Customer shall promptly notify Company of such Non-Appropriation, (ii) the Agreement will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) Customer shall return the Equipment to Company pursuant to the terms of the Agreement. Customer's obligations under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies. Customer further represents, warrants and covenants to Company that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder, (b) Customer has duly authorized the execution and delivery of the Agreement and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum enforceable against Customer in accordance with their respective terms, and (d) Customer has complied with all public bidding requirements applicable to the Agreement and this Addendum and the transactions contemplated hereby and thereby.
- 3. INDEMNIFICATION. To the extent Customer is or may be obligated to indemnify, defend or hold Company harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with Section 2 above.
- **4. REMEDIES.** To the extent Company's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.
- 5. **GOVERNING LAW.** Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located.
- **6. MISCELLANEOUS.** This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement. Customer acknowledges having received a copy of this Addendum and agrees that a facsimile or other copy containing Customer's faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Addendum.

Customer (identified above): Nevada, City of	Company: Access Systems, Inc.			
ву:	ву:	Date: / /		
Print name:	Print name:	Title:		
Title:	Agreement Number: LS-60746	553		
Date://	Master Agreement Number (i	f applicable):		



# Iowa Sales/Use/Excise Tax Exemption Certificate

https://tax.iowa.gov

This document is to be completed by a purchaser when claiming exemption from sales/use/excise tax. Certificates are valid for up to three years.

Gorimonies are va		Contract Con						
Purchaser legal name: CITY OF NEVADA			Seller legal name: Access Systems, Inc.					
Doing business as	Doing business as:			Doing business as:				
Address: 1209 6th	Street PO Box	530	Address: 955 SE Olson Dr					
City: Nevada	State: IA	ZIP: 50201	City: Waukee	State: IA	ZIP: 50263			
General nature of l	ousiness: Local	Government						
Phone number: 515	5-382-5466							
Purchaser is doin	g business as:		Purchaser is clai following reason		on for the			
Sales/Use/Excise			Resale 🗆 Leas	sing 🗆 Proces	ssing 🗆			
required):			Qualifying farm machinery/equipment ☐ Qualifying farm replacement parts ☐					
Retailer car dealer Enter your DOT n		€;						
	Enter your DOT number:		Qualifying manufacturing machinery/equipment					
Wholesaler □		Research and development equipment □ Pollution control equipment □						
							Lessor	
Manufacturer □			Qualifying computer  Qualifying replacement parts/supplies (Manufacturing, Research & Development, pollution control, recycling, computer)  Qualifying computer software, specified digital products and digital services  Grain Bins					
Nonprofit hospital								
Private nonprofit ed	ucational institu	tion 🗆						
Qualifying residentia	al care facility □							
Nonprofit museum [								
Commercial enterpr	ise 🗌							
Other □		Other   IA Code Section 423.3 (31), Gov't Agenc  Direct Pay  Permit number required:  Permit:						
Description of purch	ase (Include ad	ditional informati		12000				
FEIN #42-6005023	(		on a moodooday,					
			rjury or false certific ef, it is true, correct, a		e examined this			
				•				
Title City Clerk				Date:				

Seller: Keep this certificate in your files.

Purchaser: Keep a copy of this certificate for your records.

Do not send to the lowa Department of Revenue.

# Iowa Sales/Use/Excise Tax Exemption Certificate, page 2

#### Instructions

This exemption certificate is to be completed by the purchaser claiming exemption from tax and given to the seller. The seller must retain this certificate as proof that exemption has been properly claimed. The certificate must be complete to be accepted by the seller. The seller can accept an exemption certificate only on property that is qualified (see the exemptions below) or based on the nature of the buyer. If property or services purchased for resale or processing are used or disposed of by the purchaser in a nonexempt manner, the purchaser is then responsible for the tax.

#### General information about Exemptions

Resale: Any person in the business of selling who is purchasing items to resell may claim this exemption. The purchaser can be acting as either a retailer or wholesaler and may not be required to have a sales/use/excise tax permit. Retailers with a sales/use/excise tax permit number must enter it in the space provided.

Processing: Exempt purchases for processing include tangible personal property which by means of fabrication, compounding, manufacturing, or germination becomes an integral part of other tangible personal property ultimately sold at retail; chemicals, solvents, sorbents, or reagents used, consumed, dissipated, or depleted in processing personal property intended to be sold ultimately at retail, and chemicals used in the production of free newspapers and shoppers guides. Note: To claim an exemption for fuel used to create heat, power, or steam for processing or for fuel used to generate electric current, use lowa Sales Tax Exemption Certificate, Energy used in Processing or Agriculture.

Qualifying Farm Machinery/Equipment: The item must be one of the following:

- 1. A self-propelled implement directly and primarily used in agricultural production, such as a tractor,
- 2. An implement directly and primarily used in agricultural production that is customarily drawn or attached to a self-propelled implement in the performance of its function, such as a plow.
- 3. A grain dryer (heater and blower only) directly and primarily used in agricultural production.
- 4. A snow blower, rear-mounted or front-mounted blade, or rotary cutter used in agricultural production, if attached to or towed by a self-propelled implement.
- 5. A diesei fuel trailer, seed tender, all-terrain vehicle, or off-road utility vehicle primarily used in agricultural production.
- 6. Tangible personal property that does not become a part of real property and is directly and primarily used in livestock or dairy production, aquaculture production, or the production of flowering, ornamental, or vegetable plants.
- 7. Auger systems, curtains, curtain systems, drip systems, fans, and fan systems, shutters, inlets, shutter or inlet systems, and refrigerators used in livestock or dairy production, aquaculture production, or the production of flowering, ornamental, or vegetable plants.
- 8. An auxiliary attachment improving safety, performance, operation, or efficiency for items 1 through 7.
- 9. A replacement part for items 1 through 8.
- A container, label, carton, pallet, packing case, wrapping, baling wire, twine, bag, bottle, shipping case, or other similar item used in agricultural, livestock, or dairy production.

**Qualifying Manufacturing Machinery/Equipment**: The item must be computers, machinery, equipment, replacement parts, supplies, or material used to construct or self-construct computers, machinery, equipment, replacement parts, or supplies used for one of the following purposes:

- 1. Directly and primarily used in processing by a manufacturer.
- 2. Directly and primarily used to maintain integrity or unique environmental conditions for the product.
- 3. Directly and primarily used in research and development of new products or processes.
- 4. Directly and primarily used in recycling or reprocessing of waste products.

**Pollution Control Equipment**: The equipment must be used by a manufacturer primarily to reduce, control, or eliminate air or water pollution.

**Qualifying Computers**: The computers must be used in processing or storage of data or information by an insurance company, financial institution, or commercial enterprise.

**Direct Pay**: Businesses and individuals who pay their taxes directly to the Department rather than to the seller must enter their Direct Pay permit number in the space provided.

Private Nonprofit Educational Institutions: Purchases made by lowa private nonprofit educational institutions used for educational purposes are exempt.

Not exempt from sales/use/excise tax are purchases by most other private nonprofit organizations such as churches, fraternal organizations, clubs, etc., for use by those organizations. For more information about sales/use/excise tax exemptions, see the Department's website (https://tax.iowa.gov).

#### NEVADA CITY COUNCIL - MONDAY, APRIL 10, 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 6<sup>th</sup> Street, Nevada, Iowa. Mayor Brett Barker, convened the meeting at 6:00 p.m. on Monday, April 10, 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, Steve Skaggs, Sandy Ehrig. Absent: None.

Staff Present: Erin Clanton, Jordan Cook, Kerin Wright, Erin Mousel, Larry Stevens, Ryan Hutton, Chris Brandes, Tim Hansen, Ray Reynolds

Also in attendance were: Brenda Dryer, Louis Lang

#### 3. APPROVAL OF AGENDA

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

#### 4. PUBLIC HEARING(S)

- A. Fiscal Year 2023/2024 Budget
  - 1. Public Hearing on proposed Fiscal Year 2023/2024 Budget

At 6:02 p.m. Mayor Barker announced that this is the time and place set for a <u>public hearing</u> as advertised in the Nevada Journal on <u>March 23, 2023</u>. The public hearing is <u>on the proposed</u> <u>Fiscal Year 2023/2024 Budget.</u>

There were no written comments. There were oral comments from Louis Lang who expressed his concerns and frustrations regarding the conditions of the streets. Public hearing closed at 6:10 p.m.

2. Resolution No. 083 (2022/2023): A Resolution Adopting the Fiscal Year 2023/2024 Annual Budget

Motion by Brian Hanson, seconded by Barb Mittman, to <u>adopt Resolution No. 83</u> (2022/2023). After due consideration and discussion the roll was called. Aye: Hanson, Mittman, Nealson, Sampson, Skaggs, Ehrig. Nay: None. The Mayor declared the motion carried.

- B. Capital Improvement Plan Fiscal Year 2023/2024
  - 1. Public Hearing on proposed Fiscal Year 2023/2024 Capital Improvement Plan

At 6:10 p.m. Mayor Barker announced that this is the time and place set for a <u>public hearing</u> as advertised in the Nevada Journal on <u>March 23, 2023</u>. The public hearing is <u>on the proposed</u> <u>Capital Improvements Plan for Fiscal Year 2023/2024.</u>

There were <u>no written or oral objections</u> to the aforementioned recommendation. Public hearing closed at 6:10 p.m.

2. Resolution No. 084 (2022/2023): A Resolution Adopting the Fiscal Year 2023/2024 Capital Improvements Program

Motion by Jason Sampson, seconded by Steve Skaggs, to <u>adopt Resolution No.</u> <u>084 (2022/2023).</u> After due consideration and discussion the roll was called. Aye: Sampson, Skaggs, Ehrig, Hanson, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

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

Motion by Barb Mittman, seconded by Brian Hanson, to <u>approve the following consent</u> <u>agenda items:</u>

- A. Approve Minutes of the Regular Meeting held on March 27, 2023
- B. Approve Payment of Cash Disbursements, including Check Numbers 79525-79579 and Electronic Numbers 1313-1323 (Inclusive) Totaling \$280,586.44 (See attached list) and the First Interstate Card Purchases for the April 19, 2023 Statement, total \$1,885.54
- C. Schedule Public Hearing on Proposed Action to Institute Proceedings to Enter into a General Fund Equipment Acquisition Lease Agreement with Lease Payments Thereunder in an Amount Not to Exceed \$50,000.00 for April 24, 2023 at 6:00 p.m.

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

#### 6. OLD BUSINESS

A. 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, Third and Final Reading

Motion by Sandy Ehrig, seconded by Steve Skaggs, to <u>approve Ordinance No. 1042 (2022/2023), third and final reading.</u> After due consideration and discussion the roll was called. Aye: Ehrig, Skaggs, Hanson, Mittman, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

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

Motion by Jason Sampson, seconded by Dane Nealson, to <u>approve Ordinance No.</u> 1044 (2022/2023), second reading. After due consideration and discussion the roll was called. Aye: Sampson, Nealson, Skaggs, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

Motion by Brian Hanson, seconded by Dane Nealson, to <u>approve Ordinance No. 1044</u> (2022/2023), waiving third and final reading. After due consideration and discussion the roll was called via voice vote. Aye: Hanson, Mittman, Nealson, Sampson, Skaggs, Ehrig. Nay: None. The Mayor declared the motion carried.

C. Approve Pay Request No. 22 for WWTF Improvements-Phase 2 from Williams Brothers Construction Inc. (WBCI) in the amount of \$1,636,012.69

Motion by Jason Sampson, seconded by Brian Hanson, to <u>approve Pay Request No.</u>

22 for WWTF Improvements-Phase 2 from Williams Brothers Construction Inc.

(WBCI) in the amount of \$1,636,012.69. After due consideration and discussion the roll was called. Aye: Sampson, Hanson, Mittman, Nealson, Skaggs, Ehrig. Nay: None. The Mayor declared the motion carried.

D. Approve Pay Request No. 7 for WWTF Improvements-Phase 4 from OnTrack Construction, LLC in the amount of \$773,866.77

Motion by Steve Skaggs, seconded by Dane Nealson, to <u>approve Pay Request No. 7</u> <u>for WWTF Improvements-Phase 4 from OnTrack Construction, LLC in the amount of \$773,866.77.</u> After due consideration and discussion the roll was called. Aye: Skaggs, Nealson, Sampson, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

E. Approve Pay Request No. 9 for the Field House from HPC LLC in the amount of \$982,967.85

Motion by Sandy Ehrig, seconded by Dane Nealson, to <u>approve Pay Request No. 9 for the Field House from HPC LLC in the amount of \$982,967.85.</u> After due consideration and discussion the roll was called. Aye: Ehrig, Nealson, Sampson, Skaggs, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

F. Resolution No. 085 (2022/2023): A Resolution Authorizing Deed to Dispose of Real Property

Motion by Barb Mittman, seconded by Dane Nealson, to <u>adopt Resolution No. 085 (2022/2023).</u> After due consideration and discussion the roll was called. Aye: Mittman, Nealson, Sampson, Skaggs, Ehrig, Hanson. Nay: None. The Mayor declared the motion carried.

#### 7. NEW BUSINESS

A. Resolution No. 086 (2022/2023): A Resolution to Approve Grant Contract Between Wastewater and Drinking Water Treatment Financial Assistance Program and City of Nevada for City of Nevada Wastewater Treatment Project

Motion by Brian Hanson, seconded by Jason Sampson, to <u>adopt Resolution No. 086</u> (2022/2023). After due consideration and discussion the roll was called. Aye: Hanson, Sampson, Skaggs, Ehrig, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

Nevada City Council April 10, 2023 Minutes FY22/23 Page 119 (2022/2023)

B. Resolution No. 087 (2022/2023): A Resolution Setting Date for Public Hearing on Designation of the Expanded Nevada Urban Renewal Area and on Urban Renewal Plan Amendment

Motion by Sandy Ehrig, seconded by Dane Nealson, to <u>adopt Resolution No. 087 (2022/2023)</u>. After due consideration and discussion the roll was called. Aye: Ehrig, Nealson, Sampson, Skaggs, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

C. Approve 5 Day Class "C" Retail Alcohol License for Marcus Johnson d/b/a/ Mucky Duck Pub, L.L.C., 220 H Avenue, Effective April 14 – 18, 2023 for Story County Legal Aid Fundraiser

Motion by Jason Sampson, seconded by Dane Nealson, to <u>approve 5 Day Class "C" Retail Alcohol License for Marcus Johnson d/b/a/ Mucky Duck Pub, L.L.C., 220 H Avenue, Effective April 14 – 18, 2023 for Story County Legal Aid Fundraiser.</u> After due consideration and discussion the roll was called. Aye: Sampson, Nealson, Skaggs, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

D. Discussion and Appropriate Follow-up regarding extension of contract with Robb Morgan, Robb's Tree and Stump Service for Ash Tree Removal

Motion by Dane Nealson, seconded by Brian Hanson, to <u>approve Option 1: Approve extension of Robb's Tree & Stump Service for Ash Tree removal to September 30, 2023, at a cost of \$600.00 for the tree and stump.</u> After due consideration and discussion the roll was called. Aye: Nealson, Hanson, Mittman, Sampson, Skaggs, Ehrig. Nay: None. The Mayor declared the motion carried.

#### 8. ADJOURNMENT

There being no further business to come before the meeting, motion by Dane Nealson, seconded by Jason Sampson, to <u>adjourn the meeting</u>. Following voice vote, the Mayor declared the motion carried at 6:45 p.m. the meeting adjourned.

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

Item#<u>58</u> Date: <u>4-24-23</u>

# CITY OF NEVADA CLAIMS REPORT FOR APRIL 24, 2023 4/11/23 THRU 4/24/23

VENDOR	REFERENCE	AMOUNT	CHECK #
WAGEWORKS	FSA 2022 PMTS	721.72	1324
IA DEPT OF PUBLIC HEALTH	POOL-RENEWAL LIC	140.00	1327
ALLIANT	WTR/CEM/STS-UTILITIES	5,004.93	79580
VERIZON	WTR/WWT/LIB-SVCS	240.06	79581
JOHNSON CONTROLS	WTR-SECURITY	250.00	79582
HPC LLC	FH2023-PR#9	982,967.85	79583
STORY CONST	STS-COLUMN DAMAGE	7,830.00	79584
MARCO	ALL-COPIER LEASE	799.00	79585
ON TRACK	WWTF-PH4, PR#7	773,866.77	79586
WILLIAMS BROTHERS	WWTF-PH2, PR#22	1,636,012.69	79587
METRONET	ALL-INTERNET SVC	292.20	79588
QUILL CORP	LIB-SUPPLIES	282.97	79591
BAKER & TAYLOR	LIB-MATERIALS	3,069.94	79592
C&K HEATING	LIB-HVAC MAINT	945.00	79593
DEMCO	LIB-SUPPLIES	293.56	79594
CENTER POINT	LIB-MATERIALS	23.97	79595
WILLIAMSON ELECT	LIB-SENSOR DISCONNECT	470.00	79596
CENGAGE	LIB-MATERIALS	123.15	79597
MIDWEST TAPE	LIB-MATERIALS	583.77	79598
AMAZON CAPITAL SVCS	POOL/REC-SUPPLIES	749.38	79599
UNIQUE MGMT	LIB-PLACEMENTS	65.00	79600
B5 BRANDING	LIB-SUMMER READING SHIRTS	156.00	79601
WAGEWORKS	FSA 2022 PMTS	1,258.47	1325
GREAT WESTERN	CA IMMI	1,885.54	1326
IPERS	IPERS	34,118.97	1328
TREASURER STATE OF IA	STATE TAXES	7,249.32	1329
EFTPS	FED/FICA TAX	24,799.84	1330
HUTTON, RYAN	HSA	275.41	1331
SYDNES, KELLAN	HSA	50.00	1332
CORNISH, DEVIN	HSA	50.00	1333
AMER'N FAMILY LIFE	AFLAC	966.94	79603
MISSION SQUARE	DEFERRED COMP	1,022.50	79604
COLLECTION SVCS CENTER	CHILD SUPPORT	305.71	79605
PRATT SANI	ALL-GARBAGE SVC	641.97	79606
VAN WALL EQUIP	CEM-POLE SAW	335.39	79607
STATE HYGIENIC LAB	WWT-LAB ANALYSIS	2,866.00	79608
AMES LOCK & SECURITY	4PLX-LOCK RPR	140.00	79609
COMPUTER RES SPEC	ALL-IT SVCS	9,364.91	79610
ARNOLD MOTOR SUPPLY	FD/PD-#610/23/77 OIL CHANGE	78.64	79611
ECHO/ELECTRIC SUPPLY	PKM-LIGHT RPR	181.22	79612
IA STATE READY MIX	STRM-8TH & LINCOLN HWY RPR	656.75	79613
NEVADA ROTARY	CA/FD-COOK/REYNOLDS DUES	360.00	79614
STORY CO TREASURER	PD/WTR/WWT-FY23 QTR4	11,131.93	79615
GATEHOUSE-DB IA	PUBLIC NOTICE	902.78	79616
AUDITOR OF STATE	ADM-22 AUDIT	29,564.04	79617
CAPITAL ONE TRADE CREDIT	STS-ADVANT MEMB	39.99	79618
HALLETT MATERIALS	CEM-GRAVEL	566.72	79619
MOUSEL, JOE	STS-HOTEL REIMB APWA CONF	629.64	79620
NEVADA HARDWARE	AL-SUPPLIES	640.53	79621
MID-STATES	PD-23 MEMBERSHIP	150.00	79622
WINDSTREAM	ALL-UTILITIES	162.34	79623
CONSUMERS ENERGY	ALL-UTILITIES	8,074.68	79624
INTERSTATE BATTERY	PD-#91 FLASHLIGHT	13.90	79625
TENDALL, JAMIE	STS-TENDALL SHIRTS	106.97	79626
		100.57	12020

JOHN DEERE FIN	MANAT NATE SEE (STADBLISH OF OF ORDER		
HR GREEN	WWT/WTR-SEE/STARBUCK/ CLOTHING/MURIA	267.89	79627
NORTHWAY WELL AND PUMP	SRF PROJ-FINAL DESIGN	47,821.15	79628
BRICK GENTRY PC	WTR-WELL#7 RPR	14,362.00	79629
AMES OUTDOOR SUPPLY	ALL-LEGALS	7,500.00	79630
KIESLERS POLICE SUPPLY	PKM-EQUIP RPR	26.40	79631
ZIMCO	PD-GLOCKS	848.00	79632
CENTRAL IA WATER ASSC	PKM-FERTILIZER	96.00	79633
PEPSI	WTR-LWE RAW WATER 5/2023	531.50	79634
QUADIENT	4PLX-CONCESSIONS	452.68	79635
WEX BANK	ALL-POSTAGE	1,000.00	79636
	ALL-GAS CARDS	408.53	79637
KRUCK	CH-PIPELEAK/MAINT/ENTRY	6,253.03	79638
GEORGE WHITE	PD-#102 TAHOE ELECTRICAL	447.83	79639
MARTIN BROS DIST	4PLX-CONCESSIONS	1,160.78	79640
DOG WASTE DEPOT	PKM-DOG WASTE BAGS	277.88	79641
TURF AND POND TIME	PKM-POND TREATMENTS	200.00	79642
RMH ARCHITECTS	FIELD HOUSE PROJ#25	2,920.00	79643
PRATT, DOUG	STS-HOTEL REIMB APWA CONF	563.64	79644
MELTON, JESSICA	EMS-CPR REYMN MLTON DICKS ENNS	100.00	79645
D & K PRODUCTS	PKM-CLAY	194.70	79646
RANGEMASTERS	PD-UNIFORM//HOLSTER	637.14	79647
KLF WEB & GRAPHIC	REC-BB/SB UNIFORMS	592.00	79648
HARTFIEL AUTO	WWT-SLUDGE PUMP RPRS	343.75	79649
AMAZON	PD/CH-DIGITAL CAMERAS/NOTARY STAMP	257.97	79650
DAKOTA SUPPLY	WWT-F AVE/6TH HOOKUP	78.82	79651
BLUE MOON	WELLNESS	195.00	79652
	WATER	276.57	
	WATER DEPOSITS	9.86	
	Refund Checks Total	286.43	
	Accounts Payable Total	3,641,015.75	
	Payroll Checks	76,066.01	
	***** REPORT TOTAL *****	3,717,368.19	
	GENERAL	156,619.05	
	ROAD USE TAX	23,642.54	
	LOCAL OPTION SALES TAX	10,132.30	
	LIBRARY TRUST	2,442.14	
	PARK OPEN SPACE	3,460.39	
	DANIELSON TRUST	2,298.90	
	SC/FIELDHOUSE	985,887.85	
	WATER	47,109.85	
	WATER DEPOSITS	9.86	
	SEWER	22,556.18	
	SEWER CAP IMP PROJECT	2,409,879.46	
	SRF SPONSORED PROJECT	47,821.15	
	STORM WATER	656.75	
	REVOLVING FUND	2,871.58	
	FLEX BENEFIT REVOLVING	1,980.19	
	TOTAL FUNDS		
	101VE LOUDS	3,717,368.19	

GLBLCERP 4/14/23 CASH 3:41 PM

CITY OF NEVADA
BALANCE SHEET
CALENDAR 3/2023, FISCAL 9/2023

Item#\_5C Date: 4-24-23

		MTD	YTD
ACCOUNT NUMBER	ACCOUNT TITLE	BALANCE	BALANCE
001-000-1110	CASH CENEDAL FUND	155 000 00	4 200 521 70
002-000-1110	CASH-GENERAL FUND CASH-HOTEL/MOTEL	155,826.86- 60.26	4,200,521.78
110-000-1110	CASH-ROAD USE TAX		16,738.34
112-000-1110	CASH-EMPLOYEE BENEFITS	28,001.84-	2,361,923.98
113-000-1110	CASH-RUT CAPITAL	11,204.98	564,469.85
119-000-1110	CASH-EMERGENCY FUND	1,593.97	442,776.12
121-000-1110	CASH-LOCAL OPTION TAX	1,414.73	44,631.57
125-000-1110	CASH-TIF	76,534.58	1,518,012.16
126-000-1110	CASH-LMI SUBFUND	15,251.25	2,169,833.44
167-000-1110	RESERVE-WELLS	6 56	190,717.70
167-000-1111	RESERVE-ZWILLING	6.56	1,821.40
167-000-1113	RESERVE-ALBERRY	.41	114.53
168-000-1114		3.75	1,042.12
168-000-1119	RESERVE-UNDESIGNATED	.03	8.14
169-000-1119	RESERVE-HARMS TRUST, GREEN SP	97.63	27,118.81
	CASH-LIBRARY TRUST	1,189.25-	15,477.69
171-000-1110	CASH-FIRE TRUST	64.40	17,888.09
172-000-1110 173-000-1110	CASH SCORE UNDESIGNATED	20.99	5,831.56
173-000-1110 174-000-1110	CASH NORTH STORY PASERALL	.98	270.93
	CASH-NORTH STORY BASEBALL	17,193.98-	7,558.86
L75-000-1110 L76-000-1110	CASH-SENIOR COMM CENTER	36.06	10,016.76
	CASH-GH PIANO	70.14	19,482.64
177-000-1110 179-000-1122	CASH-POLICE FOREITURE	44.97	12,491.71
.79-000-1124	RESERVE - GRABLT MAP 2005	13.31	3,696.53
.79-000-1124	RESERVE-ST CO TRAIL	1.47	407.70
79-000-1127	RESERVE CORE COREROAR	2,110.11	99,243.76
.79-000-1128	RESERVE - SCORE SCOREBOAR	16.97	4,712.67
79-000-1130	RESERVE-LANDSCAPING RESERVE-FIELD MAINT	41.20	6,447.07
79-000-1131	RESERVE-LEW HANSEN SUB	848.40	27,332.46
79-000-1132	RESERVE-87 SOUTHWOOD	5.21	1,448.49
79-000-1133	RESERVE-MARDEAN PARK	28.06	7,794.32
79-000-1135	RESERVE-WILSON POND DONATIONS	3.33 2.75	925.06
80-000-1110	CASH-COLUMBARIAN MAINT	77.92	764.50
81-000-1110	CASH-TRAIL MAINTENANCE	500.10-	4,979.15
82-000-1110	CASH-DANIELSON/OTHERTRU	170.53-	32,506.05 247,018.81
83-000-1110	CASH-LIB BLDG TRUST	.72	200.47
34-000-1110	CASH-TREES FOREVER	16.83	4,675.92
35-000-1110	CASH-4TH OF JULY	27.49	7,636.91
36-000-1110	CASH-COMM BAND	4.57	1,269.12
)0-000-1110	CASH-DEBT SERVICE	17,553.94	714,423.10
)1-000-1110	CASH-CITY HALL/PUBLIC S	2.17	601.59
)2-000-1110	CASH-LIBRARY BLDG	2,961.20	102,352.12
)4-000-1110	CASH-SC/FIELDHOUSE	444,730.67-	1,526,466.81
17-000-1110	CASH-SIDEWALKIMPROVEMEN	349.88	97,189.76
.0-000-1110	CASH-2021STS PROJ 11TH/S14	343.00	672,347.12-
.1-000-1110	CASH-2019 CIP WORK	5,681.82	1,578,310.02
.5-000-1110	CASH-CBD DOWNTOWN IMPR	0,001.02	119,937.46-
1-000-1110	CASH-TRAIL CIP PROJECTS	1,133.89-	385,968.48
2-000-1110	CASH-ARP FUNDS	3,673.54	1,020,446.78
3-000-1110	CASH-2017STS,WTR,WWT,STM PROJ	3,073131	221.00-
0-000-1110	CASH-PERPETUAL CARE	540.00	165,471.58
	STORY ENGLISHE CHILE	J70.00	TOD 1 T1 T: 10

GLBLCERP 4/14/23 CASH 3:41 PM CITY OF NEVADA
BALANCE SHEET
CALENDAR 3/2023, FISCAL 9/2023

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MTD YTD ACCOUNT NUMBER ACCOUNT TITLE BALANCE BALANCE 501-000-1110 CASH-HATTERY 5.000.00 600-000-1110 160,019.01 1,212.24 CASH-WATER O&M 3,420,589.50 CASH-WATER DEPOSITS 601-000-1110 89,064.74 CASH-WATER PLANT UPGRADE RSRV 602-000-1110 5,506.38 1,529,577.38 605-000-1110 CASH-WATER 2012C BOND 644,441.73 607-000-1110 CASH-WTR CAPITAL REVOLV 10,160.26-470,458,81 608-000-1110 CASH-JORDAN WELL PROJ 893.00-49,083,50-893.00-237,793.49 2,670.73 32,924.46 1,434,129.85 610-000-1110 CASH-WASTEWATER O&M 3,220,998.39 611-000-1110 CASH-SEWER REVOLVING 741,883.50 615-000-1110 CASH-SEWER CONSTRUCTION 3,252,660.22 CASH-WWT CIP CASH-WWT CAPITAL 516-000-1110 700,445.82-1,434,129.85 1,392.50 71,616.93-5,697.20 17,792.04 500.27 1,158.35 517-000-1110 386,811.21 518-000-1110 CASH-SRF SPONSORED PROJECT 456,463.13-570-000-1110 CASH-GARBAGE UTILITY 12,469.67-740-000-1110 CASH-STORM WATER UTILIT 1,041,889.26 310-000-1139 RESERVE-PARK & RECREATI 138,965.38 310-000-1140 RESERVE-LIBRARY 43,986,25 310-000-1141 RESERVE-CEMETERY 329.21 91,449.57 1,196.31 3,554.52 310-000-1142 RESERVE-FINANCE 332,314.31 310-000-1143 RESERVE-FIRE 486,859.99 RESERVE-POLICE 54,747.57-310-000-1144 150,584.07 146.84 202.41 5,230.27-10-000-1146 RESERVE-PLANNING & ZONI 40,790.02 10-000-1147 RESERVE-GATES HALL 56,225.24 10-000-1148 RESERVE-TECHNOLOGY 2,245,64-12-000-1110 CASH-FLEXIBLE BENEFITS 15.02-356.22-35,586.81 13-000-1110 CASH 13,729.79 30-000-1110 1,141.16 CASH-SICK & VACATION 316,995.75 -----CASH TOTAL 1,255,967.16 32,168,685.99 01-000-1120 PETTY CASH - LIBRARY 75.00 00-000-1120 PETTY CASH - CITY HALL 600.00 PETTY CASH TOTAL .00 675.00 32-000-1168 COUNTY FOUNDATION INVES 86,486,41 SAVINGS TOTAL .00 86,486.41 TOTAL CASH 1,255,967.16 32,255,847.40 ========== ===========

CITY OF NEVADA BUDGET REPORT Page 1 OPER: EM

1011011011 3,10		CALENDAR 3/2023, FISCAL	9/2023	PCT OF F	ISCAL YTD	OPER: EM 75.0%
ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD RALANCE	PERCENT	UNEXPENDED
	POLICE TOTAL	1,264,543.00 137,518.00	130 /00 21	1 122 502 42	00 77	141 000 00
	POLICE-OFFICE TOTAL EMERGENCY MANAGEMENT TOTAL COVID-19 TOTAL FLOOD CONTROL TOTAL	.00	.00	1,411.82 359.40	108.60	111.82- 359.40-
	FIRE IUI Af	30E 030 00	10 000 07	177 (33 34	05 00	11,517.97 29,195.66
	AMBULANCE TOTAL BUILDING INSPECTIONS TOTAL ANIMAL CONTROL TOTAL ANIMAL CONTROL-OWNER TOTAL PURITC SAFETY TOTAL	59,030.00 4,500.00	3,364.33 167.60	37,662.82 3,072.65	63.80 68.28	359.40- 11,517.97 29,195.66 21,576.41 21,367.18 1,427.35 400.30
	PUBLIC SAFETY TOTAL	1,500.00	26.80	1,099.70		
	TODETC SHIETT TOTAL	1,734,319.00	103,947.18	1,468,097.88	84.64	
	ROADS, BRIDGES, SIDEWALKS TOT STREET LIGHTING TOTAL TRAFFIC CONTROL & SAFETY TOT PAVEMENT MARKINGS TOTAL SNOW REMOVAL TOTAL TREES & WEEDS TOTAL	A 687,319.00 137,000.00	42,521.25 9,083.76	425,892.59 87,527.11	61.96 63.89	261,426.41 49,472.89
	PAVEMENT MARKINGS TOTAL SNOW REMOVAL TOTAL	A 500.00 15,000.00 77,275.00	.00 .00 30.299.01	.00 9,773.52 60.893.20	.00 65.16 78.80	500.00 5,226.48
	TREES & WEEDS TOTAL	50,000.00	.00	31,401.87	62.80	18,598.13
	PUBLIC WORKS TOTAL	967,094.00	81,904.02	615,488.29	63.64	351,605.71
	WATER,AIR,MOSQUITO CONTRO TOTA OTHER HEALTH/SOCIAL SERV TOTA	A 13,000.00 A 40,000.00	75.00 .00	215.00 16,269.58	1.65 40.67	23,730.42
	HEALTH & SOCIAL SERVICES TOTA	53,000.00	75.00	16,484.58	31.10	36,515.42
	LIBRARY TOTAL	461,441.00	36,877.60	366,802.51	79.49	94,638.49
	LIBRARY-DONATED TOTAL LIBRARY-STATE INFRASTRUCT TOTA	34,000.00	2,501.26	18,494.90 13,678.47	54.40	15,505.10 9,321.53
	MUSEUM/BAND/THEATRE TOTAL PARKS TOTAL	1,000.00	.00	920.00	92.00	80.00
	PARK MAINTENANCE TOTAL	130,068.00 378,576.00	9,229.90 12,995.69	111,268.52	85.55	18,799.48
	PARKS-AHTLETIC FIELDS TOTAL	20,000.00	.00	216,175.18 9,571.20	57.10 47.86	162,400.82 10,428.80
	TRAIL SYSTEM-BIKE/WALK TOTAL	15,000.00	617.12	617.12	4.11	14,382.88
	FOUR-PLEX COMPLEX TOTAL POOL TOTAL	49,617.00 255,436.00	518.78	16,091.09	32.43	33,525.91
	RECREATION TOTAL	75,913.00	5,668.97 5,439.39	213,174.24 55,680.03	83.46 73.35	42,261.76 20,232.97
	ADULT SOFTBALL TOTAL	1,819.00	.00	123.31	6.78	1,695.69
	COMMUNITY HEALTH/WELLNESS TOTA SENIOR ACTIVITY TOTAL	1,200.00	.00	531.20	44.27	668.80
	OPEN RECREATION TOTAL	3,500.00 1,000.00	.00 .00	4,546.76 : .00	.00	1,046.76-
	CEMETERY TOTAL	200,500.00	8,155.56	111,200.12	55.46	1,000.00 89,299.88
	COMMUNITY CTR/ZOO/MARINA TOTA	126,080.00	9,070.08	83,152.04	65.95	42,927.96
	SENIOR COMMUNITY CENTER TOTAL FIELDHOUSE TOTAL	7,497.00 210,000.00	445.98		72.27	2,079.16
	BASEBALL SOFTBALL TOTAL		.00 23,786.05	.00 27,040.19	.00 64.87	210,000.00 14,644.81
	YOUTH BASKETBALL TOTAL	10,890.00	.00		93.77	678.25

CITY OF NEVADA

Page 2

BUDGET REPORT

CALENDAR 3/2023, FISCAL 9/2023 PCT OF FISCAL YTD 75.0%

TOTAL MTD YTD PERCENT

BUDGET BALANCE BALANCE EXPENDED UNE ACCOUNT NUMBER ACCOUNT TITLE UNEXPENDED 
 VOLLEYBALL TOTAL
 1,892.00
 .00
 1,717.04
 90.75
 174.96

 FLAG FOOTBALL TOTAL
 6,395.00
 .00
 5,930.87
 92.74
 464.13

 HALLOWEEN TOTAL
 250.00
 .00
 .00
 .00
 250.00

 JR THEATRE/FESTIVAL TREES TOTA
 2,787.00
 .00
 1,664.30
 59.72
 1,122.70

 CIRL TOTAL
 5,000.00
 481.76
 5,771.91
 115.44
 771.91 

 HISTORICAL SOCIETY TOTAL
 .00
 .00
 5,000.00
 .00
 5,000.00 

 HISTORIC PRESERVATION TOTAL
 6,250.00
 .00
 .00
 .00
 .00
 6,250.00
 ------CULTURE & RECREATION TOTAL 2,070,796.00 116,799.74 1,284,780.59 62.04 786,015.41 ECONOMIC DEVELOPMENT TOTAL 487,614.00 15,322.00 130,723.59 26.81 356,890.41 MAIN STREET NEVADA TOTAL 25,000.00 .00 .00 .00 .25,000.00 HOUSING & URBAN RENEWAL TOTAL 60,000.00 .00 3,850.00 6.42 56,150.00 PLANNING & ZONING TOTAL 216,030.00 56,571.70 171,044.16 79.18 44,985.84 CHRISTMAS LIGHTS TOTAL 800.00 .00 .00 .00 800.00 4TH OF JULY TOTAL 9,500.00 .00 10,000.00 105.26 500.00-LINCOLN HWY DAYS TOTAL 4,500.00 .00 4,500.00 100.00 .00 OTHER COMM & ECO DEV TOTAL 1,100.00 .00 355.75 32.34 744.25 COMMUNITY & ECONOMIC DEV TOTA 804,544.00 71,893.70 320,473.50 39.83 484,070,50 MAYOR/COUNCIL/CITY MCR TOTAL 9,231.00 538.26 14,442.36 156.45 5,211.36COUNCIL TOTAL 10,423.00 .00 34.00 .33 10,389.00
CITY ADMINISTRATOR TOTAL 44,300.00 326.12 40,223.73 90.80 4,076.27
CLERK/TREASURER/ADM TOTAL 490,817.00 28,957.75 318,557.27 64.90 172,259.73
LEGAL SERVICES/ATTORNEY TOTAL 113,700.00 8,655.00 115,095.57 101.23 1,395.57CITY HALL/GENERAL BLDGS TOTAL 129,292.00 7,895.49 74,142.76 57.35 55,149.24
TORT LIABILITY TOTAL 56,160.00 .00 70,173.00 124.95 14,013.00OTHER GENERAL GOVERNMENT TOTA 14,000.00 36,841.78 144,371.24 1,031.22 130,371.24-GENERAL GOVERNMENT TOTAL 867,923.00 83,214.40 777,039.93 89.53 90,883.07 CITYHALL/LIBRARY DEBT TOTAL 98,213.00 .00 4,081.25 4.16 94,131.75 CBD PROJECT 8.9M TOTAL 178,600.00 .00 89,275.00 49.99 89,325.00 2013 GO BOND TOTAL .00 .00 22,000.00 .00 22,000.00 GATES HALL DEBT TOTAL 396,900.00 .00 .00 .00 .00 396,900.00 2019B CIP WORK TOTAL 443,400.00 .00 6,675.00 1.51 436,725.00 DDCE WTR/WWT/STS DEBT TOTAL 664,050.00 .00 .00 .00 .00 664,050.00 ------DEBT SERVICE TOTAL 1,781,163.00 .00 122,031.25 6.85 1,659,131,75 FLOOD CONTROL TOTAL 75,000.00 .00 .00 .00 75,000.00 ROADS, BRIDGES, SIDEWALKS TOTA 2,520,000.00 .00 285,658.51 11.34 2,234,341.49 SIDEWALKS TOTAL 25,000.00 .00 .00 .00 .00 25,000.00 RAILROAD CROSSINGS TOTAL 10,000.00 .00 .00 .00 .00 .00 10,000.00 TRAIL SYSTEM-BIKE/WALK TOTAL .00 2,730.00 13,308.50 .00 13,308.50 FIELDHOUSE TOTAL 4,640,000.00 450,225.86 2,766,921.87 59.63 1,873,078.13

GLBUDGRP 4/14/23 FUNCTION 3:40 PM

CITY OF NEVADA

BUDGET REPORT

CALENDAR 3/2023 ETSCAL 0/2023

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		CALENDAR 3/2023, FISCA TOTAL			ISCAL YTD PERCENT	
ACCOUNT NUMBER	ACCOUNT TITLE		BALANCE	BALANCE		
	CAPITAL PROJECTS TOTAL	7,270,000.00	452,955.86	3,065,888.88	42.17	4,204,111.12
	WTR 2012C BOND TOTAL	463,900.00	.00			444,475.00
	WWT DEBT TOTAL TOTAL	925,660.00 .00				638,582.57 10,494.75-
	WATER TOTAL	50,490.00	11,853.88	35,561.64	70.43	14,928.36
	WATER-PLANT/PUMPS TOTAL WATER-LINES-INST & O&M TOTAL		43,563.00		66.53	310,510.75
	WATER ACCOUNTING TOTAL	364,591.00	29,358.82	267,419.41		42,213.74 97,171.59
	WASTEWATER PLANT TOTAL WASTSEWATER COLLECTION TOTAL	678,724.00	40,257.99	491,827.82		186,896.18
	WASTEWATER ACCOUNTING TOTAL		17,809.79			13,533,236.99 67,337.69
	LANDFILL/GARBAGE TOTAL STORM WATER TOTAL	73,700.00	53.98		99.25	553.44
	ENTERPRISE FUNDS TOTAL	37,274,559.00	1,505,803.02	21,893,567.08	58.74	15,380,991.92
	TRANSFERS IN/OUT TOTAL	4,525,894.00	.00	2,822,060.00	62.35	1,703,834.00
	TRANSFER OUT TOTAL	4,525,894.00		2,822,060.00		
	TOTAL EXPENSES	======================================		22 205 011 00		24 002 500 00
	INIUE EVERIANCE	57,349,492.00				24,963,580.02

GLREVNRP 4/14/23 RFUND 3:40 PM

CITY OF NEVADA REVENUE REPORT

Page 1 OPER: EM

CALENDAR 3/2023, FISCAL 9/2023 PCT OF FISCAL YTD 75.0% BUDGET MTD YTD PERCENT ACCOUNT NUMBER ACCOUNT TITLE **ESTIMATE** BALANCE BALANCE RECVD UNCOLLECTED GENERAL TOTAL 3,965,071.00 122,920.47 2,181,713.23 55.02 1,783,357.77 HOTEL MOTEL TOTAL 9,025.00 60.26 4,772.12 52.88 4,252.88 ROAD USE TAX TOTAL 932,501.00 50,155.25 687,353.36 73.71 245,147.64 EMPLOYEE BENEFITS TOTAL 557,679.00 11,204.98 331,861.84 59.51 225,817.16 RUT CAPITAL TOTAL 200,200.00 1,593.97 209,673.74 104.73 9,473,74-EMERGENCY FUND TOTAL 76,276.00 1,414.73 44,631.57 58.51 31,644.43 LOCAL OPTION SALES TAX TOTAL 980,500.00 103,504.01 1,002,052.05 102.20 21,552.05-TAX INCREMENT FINANCING TOTAL 564,561.00 15,251.25 355,990.57 63.06 208,570.43 LMI-SUBFUND TOTAL 75,880.00 .00 .00 .00 75,880.00 ECONOMIC DEVELOPMENT TOTAL .00 15,322.00 15,322.00 .00 15,322.00-RESTRICTED GIFTS TOTAL 5.00 10.72 63.27 1,265.40 58.27-CEMETARY CIP/LAND TOTAL 20.00 97.66 576.21 2,881.05 556.21-LIBRARY TRUST TOTAL 3,020.00 1,263.83 10,126.62 335.32 7,106,62-FIRE TRUST TOTAL 30.00 64.40 379.97 1,266.57 349.97~ SCORE-UNDESIGNATED TOTAL 10.00 20.99 123.88 1,238.80 113.88-SCORE O&M TOTAL 5.00 .98 5.75 115.00 .75-NORTH STORY BASEBALL TOTAL 24,000.00 391.71 22,447.20 93.53 1,552.80

GLREVNRP 4/14/23 RFUND 3:40 PM CITY OF NEVADA

REVENUE REPORT CALENDAR 3/2023, FISCAL 9/2023

Page 2 OPER: EM

PCT OF FISCAL YTD 75.0% BUDGET MTD YTD PERCENT ACCOUNT NUMBER ACCOUNT TITLE BALANCE ESTIMATE BALANCE RECVD UNCOLLECTED SENIOR CENTER TRUST TOTAL 710.00 36.06 212.76 29.97 497.24 GATES HALL PIANO TOTAL 10.00 70.14 413.82 4,138.20 403.82-ASSET FORFEITURE TOTAL 10.00 44.97 265.32 2,653.20 255.32-PARK OPEN SPACE TOTAL 23,550.00 3,070.81 34,662.25 147.19 11,112.25-COLUMBARIAN MAINTENANCE TOTAL 220.00 77.92 404.48 183.85 184.48-TRAIL MAINTENANCE TOTAL 20,020.00 117.02 20,668.47 103.24 648.47-DANIELSON TRUST TOTAL 200.00 889.25 7,184.02 3,592.01 6.984.02-LIB BLDG TRUST TOTAL 100.00 .72 4.25 4.25 95.75 TREES FOREVER TOTAL 10.00 16.83 99.32 993.20 89.32-4TH OF JULY TRUST TOTAL 2,010.00 27.49 2,659.73 132.32 649.73-COMMUNITY BAND TOTAL 1,000.00 4.57 127.29 12.73 872.71 DEBT SERVICE TOTAL 17,553.94 545,497.40 32.35 1,140,566.60 1,686,064.00 CH CAMPUS PROJ TOTAL .00 2.17 12.78 .00 12.78-LIBRARY ADDITION TOTAL 98,183.00 2,961.20 99,483.81 101.32 1,300.81-SC/FIELDHOUSE TOTAL 4,570,000,00 5.495.19 65.708.91 1.44 4,504,291,09 SIDEWALK IMPROVEMENTS TOTAL 30,000.00 349.88 22,031.48 73.44 7.968.52 2019 CIP WORK TOTAL .00 5,681.82 33,523.95 .00 33,523.95GLREVNRP 4/14/23 RFUND 3:40 PM CITY OF NEVADA REVENUE REPORT

Page 3 OPER: EM

CALENDAR 3/2023, FISCAL 9/2023 PCT OF FISCAL YTD 75.0% BUDGET MTD YTD PERCENT ACCOUNT NUMBER ACCOUNT TITLE ESTIMATE -BALANCE BALANCE RECVD UNCOLLECTED CBD DOWNTOWN IMPR TOTAL 2,000.00 .00 .00 .00 2,000.00 TRAIL CIP RESERVE PROJTS TOTA 71,375.00 1,596.11 8.593.35 12.04 62,781.65 ARP FUNDS TOTAL 1,097,515.00 3,673.54 520,360.13 47.41 577,154.87 PERPETUAL CARE TOTAL 3.800.00 540.00 3,650.00 96.05 150.00 WATER TOTAL 2,377,743.00 234,910.04 2,217,496.44 93.26 160,246.56 WATER DEPOSITS TOTAL 25,000.00 2,100.00 16,679.89 66.72 8,320.11 WATER PLANT UPGRADE RSRV TOTA 200,500.00 5,506.38 232.160.05 115.79 31,660.05-WATER 2012C/2020B BOND TOTAL 463,900.00 .00 463,900.00 100.00 .00 WATER CAPITAL REVOLVING TOTAL 125,500.00 1.693.62 135,116.20 107.66 9,616.20-SEWER TOTAL 2,456,951.00 299,209.32 2,273,208.88 92.52 183,742.12 SEWER SRF REVOLVING TOTAL 924,160.00 2,670.73 939,455.68 101.66 15,295.68-SEWER CONSTRUCTION TOTAL 320,500.00 466,914.79 145.68 32,924.46 146,414.79-SEWER CAP IMP PROJECT TOTAL 31,115,500.00 2,718,235.61 19,421,732.56 62.42 11,693,767.44 SEWER EQUIP REVOLVING TOTAL 60,300.00 1,392.50 68,230.89 113.15 7,930.89-SRF SPONSORED PROJECT TOTAL 2,200,000.00 .00 .00 .00 2,200,000.00 LANDFILL/GARBAGE TOTAL 73,700.00 5,751.18 54,685.65 74.20 19,014.35 STORM WATER TOTAL 17,876.89 171,900.00 154,145.90 89.67 17,754.10

GLREVNRP 4/14/23 RFUND 3:40 PM ACCOUNT NUMBER	ACCOUNT TITLE	CITY OF NEVADA REVENUE REPORT CALENDAR 3/2023, FISCAL BUDGET ESTIMATE	9/2023 MTD BALANCE	PCT OF FI: YTD BALANCE	SCAL YTD PERCENT RECVD	Page 4 OPER: EM 75.0% UNCOLLECTED
	REVOLVING FUND TOTAL	464,500.00	7,630.00	524,912.88	113.01	60,412.88-
	FLEX BENEFIT REVOLVING TOTAL	.00	2,262.30	39,644.60	.00	39,644.60-
	HEALTH INS, SELF FUND TOTAL	.00	36,046.37	145,241.02	.00	145,241.02-
	OTHER INTERNAL SERV FUND TO	TA 500.00	1,141.16	6,733.11 1	,346.62	6,233.11-

55,976,214.00 3,734,837.40 33,392,915.44

59.66

22,583,298.56

TOTAL REVENUE BY FUND

Item# 50 Date: 4-24-23

# BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the	Council Agenda
Business Name	Phone Number
Address	
Manager's Name	Phone Number
Address	
Owners Name	Phone Number
Address	
(conforms/did not conform) to all applic	e the above applicant intends to operate pursuant to a beer or ne undersigned and that on the date of the inspection the premisable fire regulations of the City of Nevada and the State of low approval denial of a beer or liquor license to this busines
<u>H-7-23</u> Date	Proposition of the second
Date	FIRE INSPECTOR AND/OR BUILDING INSPECTOR
COMMENTS/OR REASONS IS DENIE	
James 17 OF TREADONS II DENIE	$\underline{D}$ : (Write on back or another sheet if needed)
	<u>D</u> : (Write on back or another sheet if needed)
Ettension cond co	coffee shop will convect.
Ettension cond co	coffee shop will convect.
Ettension cord co	coffee shop will convect.



# State of lowa Alcoholic Beverages Division

### **Applicant**

NAME OF LEGAL ENTITY

NAME OF BUSINESS(DBA)

BUSINESS

Farmhouse Catering LC

Gatherings

(515) 230-2717

ADDRESS OF PREMISES

PREMISES SUITE/APT NUMBER

CITY

COUNTY

ZIP

1024 6th St.

Nevada

Story

50201

MAILING ADDRESS

CITY

STATE

ZIP

1024 6th St.

Nevada

Iowa

50201

#### **Contact Person**

NAME

PHONE

EMAIL

Evie Peterson

(515) 230-2717

owner@gatheringsnevada.com

#### License Information

LICENSE NUMBER

LICENSE/PERMIT TYPE

TERM

STATUS

LC0041676

Class C Retail Alcohol License

12 Month

Submitted to Local Authority

TENTATIVE EFFECTIVE DATE

TENTATIVE EXPIRATION DATE

LAST DAY OF BUSINESS

Apr 25, 2023

Apr 24, 2024

SUB-PERMITS

Class C Retail Alcohol License



# State of Iowa Alcoholic Beverages Division

**PRIVILEGES** 

Catering, Outdoor Service

## Status of Business

**BUSINESS TYPE** 

Limited Liability Company

## Ownership

#### Individual Owners

NAME	СІТУ	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Evie Hall	Nevada	lowa	50201	owner	100.00	Yes

## **Insurance Company Information**

**INSURANCE COMPANY** 

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

Illinois Casualty Co

Apr 25, 2023

Apr 25, 2024

DRAM CANCEL DATE

**OUTDOOR SERVICE EFFECTIVE** DATE

OUTDOOR SERVICE EXPIRATION

DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE

DATE

TEMP TRANSFER EXPIRATION

DATE

Item #\_5E Date: 4-24-23

# [ Professional Agreement ]

City of Nevada 2023 Bridge Inspections

City of Nevada, Iowa

JEO Project No. 230728.00





# AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of, 2023 ("Effective Date") between the City of Nevada, Iowa ("Owner") and JEO Consulting Group, Inc. ("Engineer").
Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Nevada 2023 Bridge Inspections ("Project").
JEO Project Number: 230728.00
Owner and Engineer further agree as follows:
ARTICLE 1 - SERVICES OF ENGINEER
<ul><li>1.01 Scope</li><li>A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.</li></ul>
ARTICLE 2 - OWNER'S RESPONSIBILITIES
2.01 Owner Responsibilities
A. Owner responsibilities are outlined in Section 5 of Exhibit A and Section 3 of Exhibit B.
ARTICLE 3 - Compensation
3.01 Compensation
A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
B. The fee for the Project is: \$4,500

Page 1 of 2

#### **ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS**

#### 4.01 Exhibits

Exhibit A – Scope of Services Exhibit B – General Conditions

#### 5.02 Total Agreement

A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Nevada, Iowa	Engineer: JEO Consulting Group, Inc.
() ( 00k	
By: Jordan Cook	By: <u>Dallas Schechinger</u>
Title: <u>City Administrator</u>	Title: <u>Project Manager</u>
Date Signed:	Date Signed:
Address for giving notices:	Address for giving notices:
City of Nevada	JEO Consulting Group, Inc.
1209 6th Street	1615 SW Main St. Ste. 205
Nevada, IA 50201	Ankeny. IA 50023

# EXHIBIT A Scope of Services Nevada 2023 Bridge Inspections JEO Project No. 230728.00

#### PROJECT UNDERSTANDING:

The City of Nevada ("Owner") proposes to retain JEO Consulting Group, Inc. ("Engineer") to provide professional engineering services for the City bridge inspection program. Included in this Scope of Services is the routine visual inspections of six (6) bridges. Said program shall conform to the requirements of the American Association of State Highway and Transportation Officials Manual for Maintenance Inspections of Bridges, Current Edition, and the National Bridge Inspection Standard (NBIS) requirements and shall be performed under the direct supervision of a licensed professional engineer experienced in bridge design and construction.

#### SCOPE OF SERVICES:

#### 1 Bridge Inspection and Rating Program:

- 1.1 ENGINEER SHALL PERFORM THE FOLLOWING SPECIFIC SERVICES FOR INITIAL INSPECTION, AND REINSPECTION OF BRIDGES IN THE PROGRAM:
  - a. A copy of the field inspection report for each bridge, including field measurements from deck to streambed, if needed. (i.e., redlined SI&A).
  - b. A minimum of three, color photographs of the structure (road, side, and under views), and color photographs of any significant problems noted during the inspection.
  - c. Completed SI&A forms will be submitted to Iowa Department of Transportation via Structure Inventory and Inspection Management System (SIIMS) by July 1, 2023, with two copies to the Owner as part of the bridge inspection packet which will be delivered by August 1, 2023.
  - d. Update existing City bridge inspection files and master lists.
  - e. Prepare bridge summary booklet to include City bridge number, type, current posting, proposed posting, longest span, structure length, height from deck to stream bed (H), and remarks.
  - f. List indicating only those bridges with a posting change.
  - g. Immediate emergency notification of severe deficiencies discovered during field and/or office work on the project.
  - h. Update bridge scour elevation summary and listings, if necessary.
  - i. Routine inspection shall be performed, and completed reports submitted on the following bridges:
    - i. FHWA No. 314531; City ID 10-7-W10 W. 4th St. Over W. Br. Indian Creek
    - ii. FHWA No. 049411; City ID 11-12-N10 W. Lincoln Hwy Over W. Br. Indian Creek
    - iii. FHWA No. 362440 City ID 11-12-NX05R Lincoln Hwy. Over UP RR
    - iv. FHWA No. 008530; City ID 85-008530 8th St. Over W. Br. Indian Creek
    - v. FHWA No. 008565; City ID 85-008565 E Ave. Over W. Br. Indian Creek
    - vi. FHWA No. 049000; City ID 85-049000 6th St. Over W. Br. Indian Creek

#### 2 FEE:

2.1 This fee includes JEO's billable time and overhead expenses including telephone calls, copying, postage, travel, and meals that are included in our hourly rates and fees. Any additional services beyond the Scope of Service will be provided on a billable time basis in accordance with our standard Hourly Rate Schedule.

#### 2.2 FEE PER PHASE OR TASK (LUMP SUM)

FEE

a. Routine visual inspection (6)

\$4,500.00

Total

\$4,500.00

#### 3 PAYMENT:

3.1 We will invoice you monthly for work completed to date, payment is due upon receipt. Invoices unpaid after 30 days will accrue interest at 12% per annum (1.0%/month).

#### 4 ESTIMATED FRAME:

- 4.1 The following is the estimated time frame for this project. All calendar days are estimated, subject to acceptance day with City of Nevada.
  - a. Bridge inspection and rating program Completed on or before July 1, 2023.
  - b. Bridge Inspection packet Delivered to city on or before August 1, 2023.

#### 5 OWNER RESPONSIBILITY:

- 5.1 The Owner must provide the following information to the Engineer/Consultant:
  - a. Existing bridge plans, if available.
  - b. List of bridges rehabilitated since last inspection.

#### 6 Exclusions:

- 6.1 Design of proposed improvements.
  - a. After the inspections are complete, we will work with the city to determine which repairs/improvements shall be made. We will address the additional work associated with a contract amendment or a separate agreement.
- 6.2 Load rating calculations.
  - a. If it is determined that load ratings are required, we will address the additional work associated with a contract amendment or a separate agreement.
- 6.3 Field measurement of structural components.
- 6.4 Geotechnical investigation of subsurface soils conditions.
- 6.5 Special meetings and meetings not outlined in the Scope of Services

#### 7 GENERAL CONDITIONS

7.1 JEO's general conditions are attached as Exhibit B.

#### JEO CONSULTANTE EROUPING ■ JEO ARCHITECTURE INC

#### **GENERAL CONDITIONS**

- 1. **SCOPE OF SERVICES:** JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the client for these services at the fee stated in Exhibit A.
- **2. ADDITIONAL SERVICES:** JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.
- 3. CLIENT RESPONSIBILITIES: The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

**4. TIMES FOR RENDERING SERVICES:**JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Client agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the client, suspend services to the client under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

**6. STANDARD OF CARE:** The standard of care for all services performed or furnished by JEO under the agreement shall be the

care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in client furnished information.

- 7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, clesigns, computations, computer programs, data, estimates, surveys, other work items, etc.) by the client on a future extension of this project, or any other project without JEO's written authorization shall be at the client's risk and the client agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.
- **8. ELECTRONIC FILES:** Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.
- a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the client.
- **b.** When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.
- **c.** The client may make and retain copies of documents for information and reference in connection with use on the project by the client.
- **d.** If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the client and JEO.
- **9. SUBCONSULTANTS:** JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

#### JEO CONSULTA E BLOUPING **E** JEO ANCHITECTURE IN C

#### **GENERAL CONDITIONS**

- 10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.
- **11. INSURANCE:** JEO shall procure and maintain the following insurance during the performance of services under this agreement:
  - a. Workers' Compensation: Statutory
  - b. Employer's Liability
    - i. Each Accident: \$500,000
    - ii. Disease, Policy Limit: \$500,000
  - iii. Disease, Each Employee: \$500,000
  - c. General Liability
  - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
  - ii. General Aggregate: \$2,000,000
- d. Auto Liability
  - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$2,000,000
- **g.** All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- **h.** The client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The client shall reimburse JEO for any additional limits or coverages that the client requires for the project.
- 12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.
- **13. GOVERNING LAW:** This agreement is to be governed by the law of the state in which the project is located.

- 14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.
- a. Neither the client nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.
- **b.** Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the client or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them
- c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the client and JEO and not for the benefit of any other party.
- 15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.
- **16. SEVERABILITY:** Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the client and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 17. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

Item# 10A Date: 4-24-23



#### "NATIONAL LIBRARY WEEK"

**WHEREAS**, libraries provide the opportunity for everyone to pursue their passions and engage in lifelong learning, allowing them to live their best life;

**WHEREAS**, libraries have long served as trusted institutions for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status;

**WHEREAS**, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all;

**WHEREAS**, libraries adapt to the ever-changing needs of their communities, continually expanding their collections, services, and partnerships;

WHEREAS, libraries play a critical role in the economic vitality of communities by proving internet and technology access, literacy skills, and support for job seekers, small businesses, and entrepreneurs;

**WHEREAS**, libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals;

WHEREAS, libraries are cornerstones of democracy, promoting the free exchange of information and ideas for all:

**WHEREAS**, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week;

**NOW, THEREFORE**, be it resolved that I, Mayor Brett Barker, proclaim National Library Week, April 23-29, 2023. During this week, I encourage all residents to visit their library to explore the wealth of resources available.

Signed this 24th day of April, 2023.

New York Hole Was -	Brett Barker, Mayor

Item#<u>UB</u> Date: <u>U-24-23</u>



# PROCLAMATION

### 2023 Economic Development Week Proclamation

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

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

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

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

*NOW, THEREFORE, I,* Brett Barker, Mayor of the City of Nevada, IA, do hereby proclaim May 8, 2023 through May 12, 2023 as

#### ECONOMIC DEVELOPMENT WEEK

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

*IN WITNESS WHEREOF*, I have hereunto set my hand and caused the Great Seal of the City of Nevada, Iowa to be affixed this 24<sup>th</sup> day of April, 2023.

Brett Barker, Mayor







#### RESOLUTION NO. 089 (2022/2023)

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

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

WHEREAS, changes and additions include:

#### 510.1 WATER.

1. Monthly Water Rates (See Code Section 92.02)

A. Basic Monthly Flat Charge

(4) June, 2022	\$15.37 per month
(5) June, 2023	\$15.83 per month

#### And in addition thereto

B.	Monthly Quan <mark>tity</mark> Use Charge	Gallons or pro-rata portion
	(4) June, 2022	\$7.07 per 1,000
	(5) June, 2023	\$7.28 per 1,000

2. Rates for Non-Potable Raw Water (See Code Section 92.03)

A. Basic Monthly Flat Charge

June, 2022	\$15.37 per month
June, 2023	\$15.83 per month

B. Monthly Quantity Use Charge. In addition to the monthly flat charge set forth above, there shall be a use (consumption) charge per 1,000 gallons of water, or pro rata portion thereof, used or consumed by the customer as determined by meter readings in accordance with the following schedule:

June, 2022	\$1.01
June, 2023	\$1.04

- 4. Miscellaneous
  - A. Equipment and Service Fees:

(1)	Replacement frost plate	\$40.00 <mark>45.00</mark>
(2)	Replacement meter (used 5/8")	\$ <del>150.00</del> <b>175.00</b>
(3)	Replacement meter (new 5/8")	\$285.00300.00

#### 510.2 WASTEWATER.

2. Quantity Use Charge

July 1, 2017	\$4.35 per 1000 gallons or pro-rata
August 1, 2020	\$5.22 per 1000 gallons or pro-rata
July 1, 2021	\$6.26 per 1000 gallons or pro-rata
December, 2022	\$10.00 per 1000 gallons or pro-rata

3. Sewer Construction

July, 2020	\$2.03 per month
June, 2021	\$2.44 per month
March, 2022	\$5.00 per month
December, 2022	\$8.00 per month

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

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

	*An Additional 3	% increase year	rly with the Jul	y billing
\$0.223	\$0.229	\$0.236	\$0.243	(Per pound)
July 2022	July 2023	July 2024	July 2025	
	3.1		- (000) poi pi	Jana Over Gooring

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

 July 2022
 July 2023
 July 2024
 July 2025

 \$0.543
 \$0.559
 \$0.576
 \$0.593
 (Per Pound)

\*An Additional 3% increase yearly with the July billing

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

<b>July 2022</b>	July 2023	July 2024	July 2025	
\$0.865	\$0.891	\$0.918	\$0.945	(Per Pound)
	*An Additional 3% i	ncrease yearly	with the July bi	Ilina

#### 501.3 SOLID WASTE (GARBAGE).

This fee is reviewed annually and may be adjusted as required by Chapter 106 of the Nevada Municipal Code for the July billing cycle.

13. July 1, 2022 \$1.60 per month

# **510.5 BUILDING, ZONING AND SUBDIVISIONS.** The Zoning Administrator and Building Official shall charge the following fees:

- 1. Zoning and Subdivisions
  - D. Administrative Subdivision\*

\$75.00

H. Rezoning\*

\$100.00 plus \$1.00 per mailing address

\*In addition to the above fees, 100% of the costs incurred by the City during the review process shall be charged to the developer. These include, but are not limited to, costs and fees charged by the City Engineer and other professional consultants retained by the City in connection with the review process. No plat will be considered by the City Council until all fees are paid.

#### 510.6 PARKS AND RECREATION.

- 1. Aquatic Center
  - B. Season Passes:

2 Person Family Pass (New Option)	\$115.00
3 Person Family Pass (New Option)	\$145.00
4 Person Family Pass (New Option)	\$170.00
Babysitter/Grandparent Pass	\$55.00
(This can be added to an individual or family pass and is limited to one (1	
babysitter not living in the same household. Babysitter must be at least 1	6 years of age ar
be providing child care/supervision.)	,

C.	Twilight Swim	(after 5:00 p.m 1	and under free)	\$3.00
•		(and old pini.	and andon noo,	90.00

D. Lap Swim \$3.00

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

- H. Pool Party (one and one-half hours)
  - 2. Private Party (6:15 p.m. 7:30 p.m. Saturday/Sunday only)

\$225.00 \$250.00

- I. Concession Stand Operations During Pool Parties: A fee of \$25.00 if the individual or group renting the pool wants the concession stand to be open during the party.
- K. Private Swim Lesson (per student/time non-open hours)

Daily Admission Rate or Season Pass

L. Ten percent Discount on all season passes (individual, senior individual, and family) purchased during the months between December and March for the first 3 weeks in April

#### 3. Pavilion

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

- 6. Equipment Rental. Fees charged by the Parks and Recreation Department for equipment used in its operation, or for rental of miscellaneous equipment, shall be those charged by the Streets Department in Section 510.7 or as follows:
  - A. Picnic Table \$5.00 **\$10.00** per table per day Damages will be assessed at cost plus labor to repair.
- 7. Shelter Rental. Park shelters, including: Harrington, Hattery, Kiwanis, Krupp, Lincoln Jefferson Highway Heritage, Mardean, and Meadow Lane \$25.00 per day
- 8. Mobile Food Vendor Fee, on city park/property \$25.00 per day

#### Fieldhouse

A. Burke Turf \$150.00 per hour

B. Burke North, ½ Turf	\$75.00 per hour
C. Burke South, 1/2 Turf	075.00
	\$75.00 per hour
*Add cages, additional	\$20.00 per hour
D. ALMACO Court	\$40.00 per hour
*Game Set Up, additional	\$20.00 per hour
E. MID-STATES Court	\$40.00 per hour
*Game Set Up, additional	\$20.00 per hour
F. the ARENA Multipurpose Area	\$30.00 per hour
G. Cassabaum Indoor Play Area	\$125.00 per hour and one-half
H. Burke Court, Availability Varies	\$40.00 per hour
*Game Set Up, additional	\$20.00 per hour

#### 510.7 STREETS.

2. Motorized Equipment Rental Rates (includes Parks and Recreation/Cemetery) – Machine or Vehicle Only (one hour minimum). The following rates represent the actual total cost of acquiring, operating and maintaining the listed equipment, except for fuel surcharges, if applicable. The rates are used to compute the "in-house" cost of actual work performed on municipal projects, utilizing city-owned equipment operated by city employees. These costs and charges are assessed against persons who are responsible for damages to City property and the costs of abating nuisances and repairing damage caused by vandalism, with the exception of sign replacement which is set forth in Section 510.7.4 below.

E. Backhoe

\$50.00 **\$ 55.00** per hour

F. Mini Excavator

\$55.00 per hour

H. Skid Loader

\$35.00 **\$40.00** per hour

X. Utility Tractor Attachments

\$20.00 **\$25.00** per hour

(Tiller, Post hole auger, Snow blower, Broom, Blade, 3-point spreader, Loader, Field Groomer, Chemical Sprayer)

#### 510.8 FIRE.

5. False Alarm Charges – Fees are based on calendar year beginning January 1, 2013

C. 4th False Alarm

\$100.00 **\$500.00** 

D. 5th False Alarm and Subsequent False Alarms

\$200.00 \$800.00

Φ/

E. 6th and Subsequent False Alarms

\$400.00

#### **510.9 POLICE**

3. Miscellaneous Fees:

E. Service of Subpoena Legal Documents

\$35.00 each

8. Community Service Officer Labor Fees

A. Regular

B. Overtime

\$20.00 **\$40.00** per hour (2 hour minimum)

\$40.00 per hour (2 hour minimum)

#### **510.10 CEMETERY.**

10. Trading of Spaces and New Deeds Certificate of Interment Rights

\$50.00

All individuals completing a trade will be charged the fee for a new Certificate of Interment Rights. With private party trades, each party will be subject to the fee for a new deed.

#### 510.11 LIBRARY.

1. Late Return Fines

A. Books \$0.15 per day (limit of \$3.00 per item)

B. Movies \$0.50 per day (limit of \$3.00 per movie)

4. Miscellaneous

D. Material Recovery Fee, more than 60 days overdue, collection

\$15.00 fee

Chapter 520 Civil Penalties for Municipal Infractions

CODE SECTION NO.	OFFENSE	FIRST OFFENSE	REPEAT OFFENSES
Chapter 77	Golf Cart Violations	300.00	500.00
Chapter 78	UTV/ATV Violations	300.00	500.00

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEVADA, IOWA, that the Appendix changes as attached and dated 24<sup>th</sup> day of April, 2023, is hereby approved.

ATTEST:

Brett Barker, Mayor

Kerin Wright, City Clerk

PASSED AND APPROVED this 24th day of April, 2023.

Resolution No. 089 (2022/2023) Amending Fee Appendix Page 6 of 6

Moved by Council MAYES: NAYS: ABSENT:	Member, seconded by Council Member, that Resolution No. 089 (2022/2023) be adopted. — — —
The Mayor declared	Resolution No. 089 (2022/2023) adopted.
I hereby certify that Meeting of the City	the foregoing is a true copy of a record of the adoption of Resolution No. 089 (2022/2023) at the regular Council of Nevada, lowa, held on the 24 <sup>th</sup> day of April, 2022.
Kerin Wright, City C	erk ns\2022-2023\089-Amend Fee Appendix 4.2023.doc

Item # 8A Date: 4-34-23



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

April 2023

TO: City Council

I have added a Neighborhood Improvement Incentive Program Application from Flummerfelt Homes for their work at Sunridge Estates. The cleaning and removal of dilapidated mobile homes has made a dramatic impact on the property. The condition of living for the residence continues to move in a positive direction. I have received the proper paperwork for eight (9) of the mobile home that were demolished. It is my recommendation we award Flummerfelt Homes \$35,310.

Respectfully,

Ryan Hutton Building and Zoning Official

# Planning/Zoning - Neighborhood Improvement Incentive Program

#### **Organization Name**

Flummerfelt Homes

#### **Project Name**

Sunridge Estates House Demo's

#### **Contact Person**

Mike Flummerfelt

#### Mailing Address

837 W. Maple Ave Nevada, IA 50201 United States

Phone

Fax

Email

(515) 382-2020

(515) 382-9090

mattflummhomes1@gmail.com

#### **Total Project Cost**

\$70,620.00

#### **Amount Requested From This Grant Program**

\$35,310.00

#### **Project Address**

1603 10th street Nevada IA Lot #'s 6,7,8,13,109,207,502,505,624

#### **Project Description**

Sunridge Estates House Demo's

Upload Written Bid(s) for Each Project Expense

# Flummerfelt Manufactured Homes, Sunridge Estates 4/24/2023

Neighborhood Improvement Incentive Program (NIIP) Application

<u>Demo Date</u>	Lot#	Cost	<u>Asbestos</u>	Total Cost	NIIP Reimb (1/2)
2/10/2023	6	6,000		6000	3000
2/10/2023	7	6,000	1,300	7300	3650
2/10/2023	8	6,000	3400	9400	4700
2/10/2023	502	8,000	200	8200	4100
3/7/2023	13	8,000		8000	4000
3/7/2023	109	6,500		6500	3250
3/7/2023	505	8,000		8000	4000
3/7/2023	624	6,500	2,720	9,220	4610
3/22/2023	207	8,000		8,000	4,000

3 33,310,00	Reimbursement	Request:	\$	35,310.00
-------------	---------------	----------	----	-----------

7/25/2022	209	4000	3150	7150	3575
8/2/2022	310	5000		5000	2500
	107 no i	nv	1050		

Flummerfelt Manufactured Homes

837 West Maple Ave. Nevada, IA 50201

## INVOICE

DATE NO. 2/10/2023 82185

LOCATION AND/OR WORK DESCRIPTION

Sunridge Estates

P.O. #

TERMS

Due upon receipt

	F - 1 & 8 - 14 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$				potriccorpi
DATE	DESCRIPTION	MACHINE	QTY	RATE	AMOUNT
2/10/2023 2/10/2023 2/10/2023 2/10/2023	Demo 6 Demo 7 Demo 8 Demo 502		1 1 1	6,000.00 6,000.00 8,000.00	6,000.00 6,000.00 8,000.00

Finance charge will be applied to any invoices at a rate of 1.5% with a minimum charge of \$50.00 if payment is not received within 30 days of invoice date.

Total

\$26,000.00

# INVOICE

DATE NO. 3/21/2023 82348

Flummerfelt Manufactured Homes 837 West Maple Ave. Nevada, IA 50201

LOCATION AND/OR WORK DESCRIPTION Sunridge Estates

> P.O. # TERMS

> > Due upon receipt

3/7/2023 Demo 13 3/7/2023 Demo 109 1 6,500.00 3/7/2023 Demo 505 1 8,000.00 3/7/2023 Demo 624 1 6,500.00	THUOM		RATE	QTY	MACHINE	DESCRIPTION	DATE
	8,000.0 6,500.0 8,000.0 6,500.0	0.00	8,000. 6,500. 8,000.	1 1 1	MACHINE	Demo 13 Demo 109 Demo 505	3/7/2023 3/7/2023 3/7/2023

not received within 30 days of invoice date.

# INVOICE

DATE NO. 3/22/2023 82349

Flummerfelt Manufactured Homes 837 West Maple Ave. Nevada, IA 50201

LOCATION AND/OR WO	RK DESCRIPTION
Sunridge Estates	The second secon
P.O. #	TERMS
	Due upon receipt

DATE	DESCRIPTION	MACHINE	QTY	RATE	AMOUNT
/22/2023	Demo 207		i	8,000.00	8,000.0
					c
				-	
			:		
		1			

P.53

Keith Cooper & Sons, Inc. 909 Brookridge Ames, IA 50010 515-232-3456 billing@cooperdigs.com INVOICE

Due on receipt

Flummerfelt Manufactured Homes 837 West Maple Ave. Nevada, IA 50201 LOCATION AND/OR WORK DESCRIPTION

Homeacres Trailer Park Demo

P.O. # TERMS

DATE DESCRIPTION MACHINE QTY U/M RATE **AMOUNT** 7/1/2022 Demo 826 and 511 9,000.00 1 9,000.00

Total

\$9,000.00

Flummerfelt Manufactured Homes

837 West Maple Ave. Nevada, IA 50201

## INVOICE

DATE NO. 9/9/2022 81265

LOCATION AND/OR WORK DESCRIPTION

Homeacres Trailer Park Derno

P.O. # TERMS

Due upon receipt

*** ***********************************				Due u	pon receipt
DATE	DESCRIPTION	MACHINE	QTY	RATE	AMOUNT
8/23/2022	Demo mobile home described as "the one at the end of the first entrance in the field"  -Was not given a number for this mobile home. After several attempts, billed is as Royce described it. Do not believe it was 512. Royce mentioned it may have been 511. 211 on the map was spray painted 511 and billed as 511. 511 was not on the lot assigned on the map. Was 511 taken off the foundation and moved into the field?		1 1	5,000.00	5,000.00

Finance charge will be applied to any invoices at a rate of 1.5% with a minimum charge of \$50.00 if payment is not received within 30 days of invoice date.

Total

\$10,000.00

### Invoice

# Environmental Property Solutions, Inc.

10582 Justin Drive Urbandale, IA 50322

Date	Invoice #	
2/24/2023	2328	

Flummerfelt Homes
Jeff Clendenen
837 West Maple Avenue
Nevada, IA 50201

Terms

Due on receipt

Quantity	Description	Rate	Amount	
20	Asbestos sampling Project location: 1603 10th Street, Lot #502, Nevada, IA	10.00	200.00	
20	Asbestos sampling Project location: 1603 10th Street, Lot #8, Nevada, IA	10.00	200.00	
4 to 100	Asbestos removal as per bid Project location: 1603 10th Street, Lot #8, Nevada, IA	3,200.00	3,200.00	
	Asbestos sampling Project location: 1603 10th Street, Lot #7, Nevada, IA	10.00	200.00	
	Asbestos removal as per bid Project location: 1603 10th Street, Lot #7, Nevada, IA	1,600.00	1,600.00	
(4) (4)	Site Work	0.00	0.00	
		tracional de la constante de l		
		Total	\$5,400.00	

### Invoice

Environmental Property Solutions, Inc. 10582 Justin Drive Urbandale, IA 50322

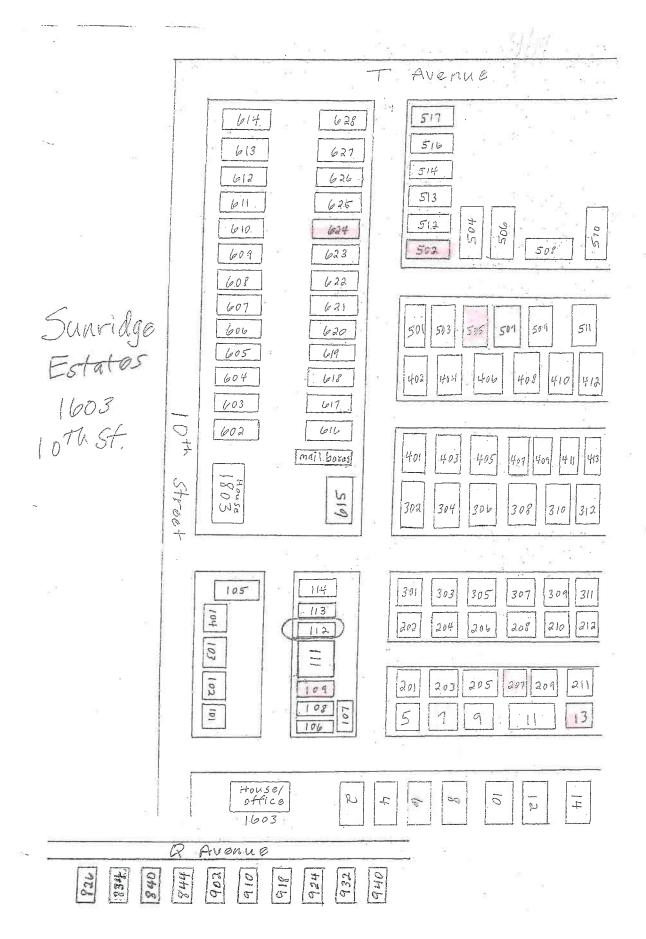
Date	Invoice #
7/7/2022	22089

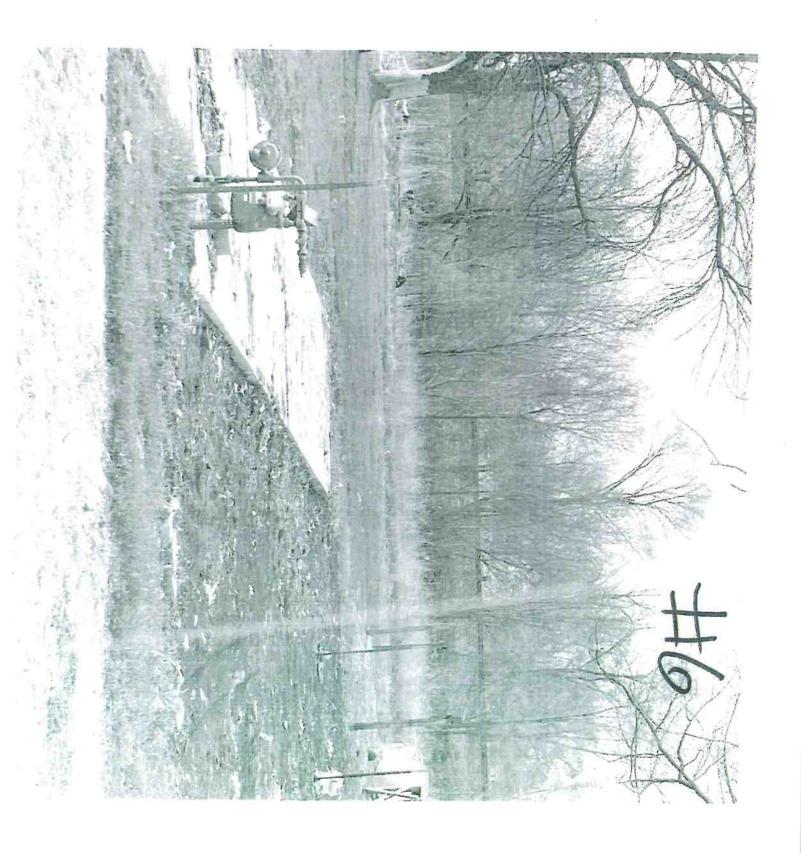
Flummerfelt Homes
Jeff Clendenen
837 West Maple Avenue
Nevada, IA 50201

Terms

Due on receipt

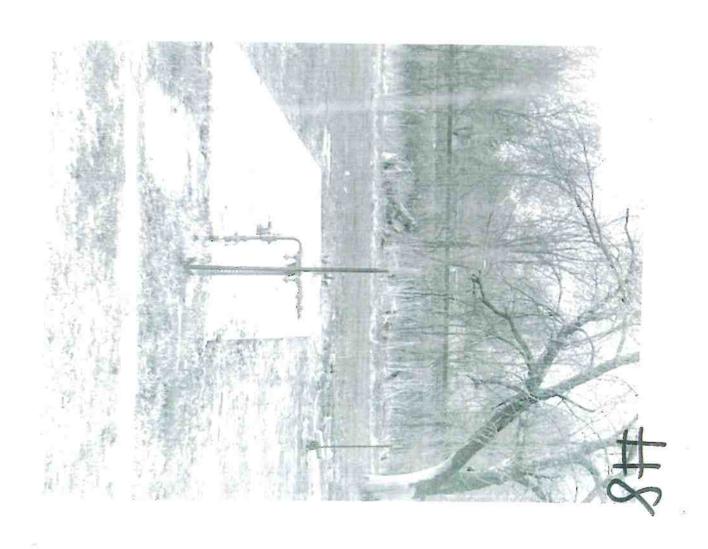
Quantity	Description	Rate	Amount
8	Asbestos sampling Project location: 1603 10th Street, #209, Nevada, IA	10.00	80.0
	Asbestos removal as per bid Project location: 1603 10th Street, #209, Nevada, IA	2,550.00	2,550.0
	Asbestos sampling Project location: 1603 10th Street, #211, Nevada, IA	10.00	170.00
į.	Asbestos removal as per bid Project location: 1603 10th Street, #211, Nevada, IA	100.00	100.00
	Asbestos sampling Project location: 1603 10th Street, # <u>826,</u> Nevada, IA	10.00	180.00
A	Asbestos removal as per bid Project location: 1603 10th Street, #826, Nevada, IA	2,550.00	2,550.00
	Asbestos sa <b>mpling</b> Project location: 1603 10th Street, # <u>302</u> , Nevada, IA	10.00	320.00
	sbestos sampling roject location: 1603 10th Street, #310, Nevada, IA	10.00	290.00
A	sbestos removal as per bid roject location: 1603 10th Street, #310, Nevada, IA	2,550.00	2,550.00
you for	your business.	Total	\$8,790.00







H

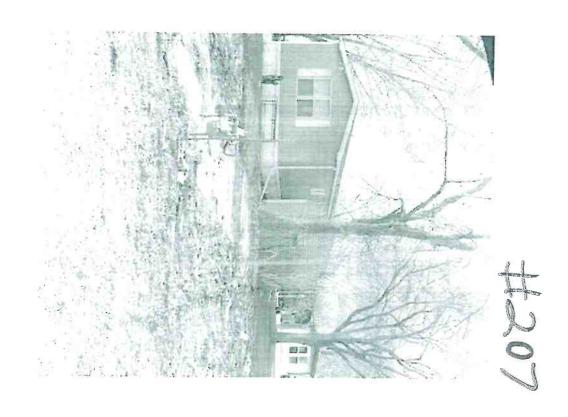




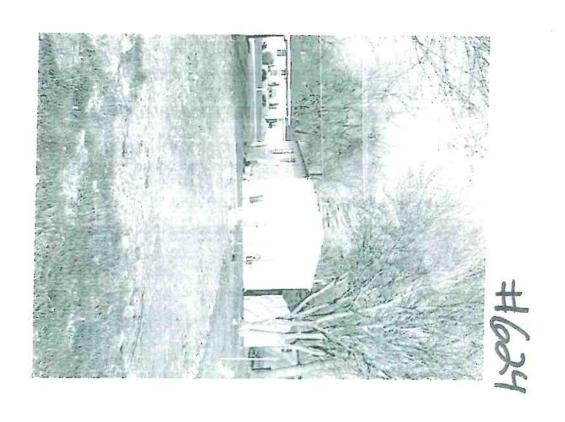
井辺



501开







Item#<u>8B</u> Date: <u>4-24-23</u>

# BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the	Council Agenda
Business Name  Cubbins on Main	Phone Number
Address 1220 6th 5h	
Manager's Name	Phone Number
Address	
Owners Name	Phone Number
Address	
(conforms/did not conform) to all applicable fire reginal approval	ed and that on the date of the inspection the premises ulations of the City of Nevada and the State of lowa.  denial of a beer or liquor license to this business.
Date FIF	RE INSPECTOR AND/OR BUILDING INSPECTOR
COMMENTS/OR REASONS IF DENIED: (Write on	back or another sheet if needed)
Pre-construction work and	ers being completed.



# State of lowa Alcoholic Beverages Division

### **Applicant**

NAME OF LEGAL ENTITY

NAME OF BUSINESS(DBA)

BUSINESS

STOHAKER, LLC

Cubbies on Main

(712) 574-9679

ADDRESS OF PREMISES

PREMISES SUITE/APT NUMBER

CITY COUNTY

ZIP

1220 6th Street

Nevada

Story

50201

MAILING ADDRESS

CITY

STATE

ZIP

1220 6th Street

Nevada

Iowa

50201

### **Contact Person**

NAME

PHONE

**EMAIL** 

Kris Stoeffler

(712) 574-9679

kris.stoeffler@gmail.com

### **License Information**

LICENSE NUMBER

LICENSE/PERMIT TYPE

TERM

STATUS

Class C Retail Alcohol License

12 Month

Submitted to Local

Authority

TENTATIVE EFFECTIVE DATE

TENTATIVE EXPIRATION DATE

LAST DAY OF BUSINESS

Apr 1, 2023

Mar 31, 2024

SUB-PERMITS

Class C Retail Alcohol License



# ALCOHOLIC BEVERAGES State of lowa **Alcoholic Beverages Division**

### **Status of Business**

**BUSINESS TYPE** 

Limited Liability Company

### Ownership

#### Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Kristen Stoeffler	Nevada	Iowa	50201	Managing Member	38.00	Yes
Matthew Streeter	Nevada	lowa	50201	Member	32.00	Yes
Anthony Hakes	Nevada	Iowa	50201	Secretary	20.00	Yes
Shad Stoeffler	Nevada	lowa	50201	Member	5.00	Yes
Amy Stoeffler	Nevada	lowa	50201	Member	5.00	Yes

### **Insurance Company Information**

**INSURANCE COMPANY** 

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

North Star Mutual Insurance Company

Apr 1, 2023

Apr 1, 2024

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

**OUTDOOR SERVICE EXPIRATION** DATE

ALLET Drning Choacity - 200 REAR TOOK OVERHOID GRAGE D.R The services Language 817t Reon Bitt Dist MARSHING Room New with bourn door TRAKE BATARESIN Z BATAKEEM T SARREK Convoleted wall to certing Digital A Distriction of the second of t New wall New well WAITING (Serve Take out CHE New wall UNIT UNIT UNIT ENTRANCE BUTTAME 1 317 27.07

Item#\_\_\_8C Date: 4-24-23

## BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be	e on the	Council A	Agenda
Business Name	isy Trails or	PhoneNumber	
	198		·
Manager's Name		PhoneNumber	<u>-</u> -
Address			·
Owners Name		Phone Number	
Address			
conforms/did not confo	premises where the above ap inspected by the undersigned rm) to all applicable fire regulations of the commends approval	and that on the date ations of the City of N	of the inspection the premises evada and the State of lowa.
4111/23 Date		MIL	
Date	FIRE	INSPECTOR AND/O	OR BUILDING INSPECTOR
OMMENTS/OR REAS	ONS IF DENIED: (Write on be	ack or another sheet i	f needed)
No enop	weeded is not	a mobile	filed who
andly	with Police	majection	
	-		



# State of lowa Alcoholic Beverages Division

### **Applicant**

NAME OF LEGAL ENTITY

NAME OF BUSINESS(DBA)

BUSINESS

Nicole Schneider

Nik's Tipsy Trailers

(515) 291-8834

ADDRESS OF PREMISES

PREMISES SUITE/APT NUMBER

CITY

COUNTY

ZIP

6th Street

Nevada

Story

50201

MAILING ADDRESS

CITY

STATE

ZIP

296 T ave

Boone

Iowa

50036

### **Contact Person**

NAME

PHONE

**EMAIL** 

Nicole Schneider

(515) 291-8834

thewhimsicalwinetrailer@gmail.com

### License Information

TENTATIVE EFFECTIVE DATE

LICENSE NUMBER

LICENSE/PERMIT TYPE

TERM

STATUS

Special Class C Retail Alcohol

8 Month

Submitted to Local Authority

License

LAST DAY OF BUSINESS

May 4, 2023

Jan 4, 2024

TENTATIVE EXPIRATION DATE

SUB-PERMITS

Special Class C Retail Alcohol License



# State of lowa Alcoholic Beverages Division

**PRIVILEGES** 

**Outdoor Service** 

#### **Status of Business**

**BUSINESS TYPE** 

Sole Proprietor

## **Ownership**

#### Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% of ownership	U.S. CITIZEN	
Nicole Schneider	Boone	lowa	50036-7368	Owner	100.00	Yes	

# **Insurance Company Information**

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

Specialty Risk of America

May 4, 2023

May 9, 2023

DRAM CANCEL DATE

**OUTDOOR SERVICE EFFECTIVE** 

**OUTDOOR SERVICE EXPIRATION** 

DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE

DATE

DATE

TEMP TRANSFER EXPIRATION

DATE



Item#\_80 Date: 4-24-23

April 19, 2023

Nevada City Council

RE: Request for permission to sell alcohol on City Property

On May 13, 2023 the second annual Pizza-Pie-Looza will be held in downtown Nevada. The event remains much the same as last year. This letter is to request Council's permission to sell alcohol and allow the consumption of alcohol on City property, specifically the of the parking lot and commons area in front of City Hall (Lincoln Jefferson Highways Heritage Park). If there are any questions or concerns, you may contact me at the number below. I also plan to be in attendance during the City Council meeting on April 24<sup>th</sup>. Thank you for your consideration of this request.

Sincerely,

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

# BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the	Council Agenda
Business Procedure Tayo	Phone Number
Address	
Manager's Name	Phone Number
Address	
Owners Name	Phone Number
Address	
(conforms/did not conform) to all applicable fire r	ve applicant intends to operate pursuant to a beer or igned and that on the date of the inspection the premises regulations of the City of Nevada and the State of Iowa.  I denial of a beer or liquor license to this business.
4/17/23	-120 Tan
	FIRE INSPECTOR AND/OR BUILDING INSPECTOR
COMMENTS/OR REASONS IF DENIED: (Write	on back or another sheet if needed)
comply with any orde	rs from price



# State of Iowa

#### Alcoholic Beverages Division

# **Applicant**

NAME OF LEGAL ENTITY

NAME OF BUSINESS(DBA)

BUSINESS

**NEVADA JAYCEES** 

The Nevada Jaycees

(515) 460-1414

ADDRESS OF PREMISES

PREMISES SUITE/APT NUMBER

CITY

COUNTY

ZIP

1209 6th St.

Nevada

Iowa

50201

MAILING ADDRESS

CITY

STATE

ZIP

PO Box 52 .

Nevada

Iowa

50201

#### **Contact Person**

NAME

PHONE

EMAIL

William Harrison

(515) 460-1414

bharrison83@gmail.com

## **License Information**

LICENSE NUMBER

LICENSE/PERMIT TYPE

TERM

STATUS

Special Class C Retail Alcohol

License

5 Day

Submitted to Local Authority

TENTATIVE EFFECTIVE DATE

TENTATIVE EXPIRATION DATE

LAST DAY OF BUSINESS

May 11, 2023

May 15, 2023

SUB-PERMITS

Special Class C Retail Alcohol License

PRIVILEGES P.77



## **Status of Business**

**BUSINESS TYPE** 

Nonprofit corporation organized under chapter 504.

## **Ownership**

No Ownership information found

## **Insurance Company Information**

E		
INSURANCE COMPANY	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE

Founders Insurance Company May 11, 2023 May 16, 2023

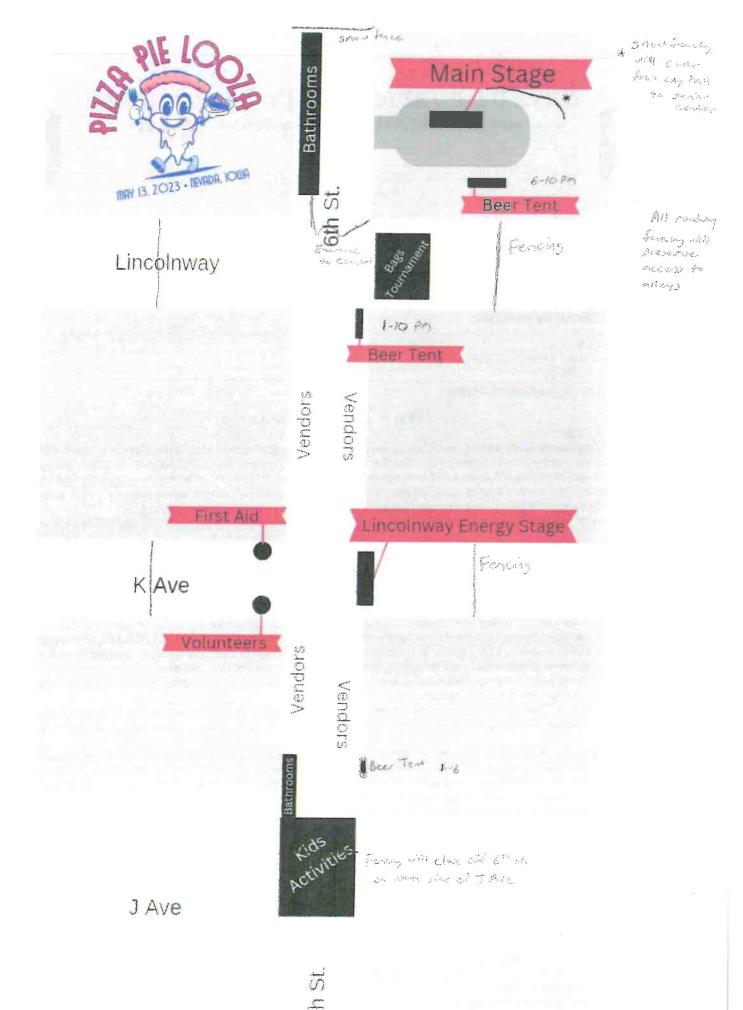
DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE TEMP TRANSFER EFFECTIVE TEMP TRANSFER EXPIRATION

DATE DATE



# NEVADA PUBLIC SAFETY DEPARTMENT



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



Ricardo Martinez II
Public Safety Director
Chief of Police

Date: Tuesday, April 11th, 2023

Bre Taege

Farmer's Market Committee Chairperson

Mobile: (515) 460-8858

Email: bre@farmhousecaters.com

Emily Schaack

Executive Director Main Street Nevada

Mobile: (515) 230-2792

Email: director@mainstreetnevada.org

RE: 2023 Farmer's Market

Dear Bre & Emily,

A request via email arrived on 3/13/2023 in regards to a Farmer's Market. Main Street Nevada's Farmer's Market Committee is requesting a street closure to facilitate this. The street closure includes the 1000blk of 6th Street. This would require barricades on the north side of J Avenue and on the south side of K Avenue. This would allow free flowing traffic, east/west, on J & K Avenue. The Farmer's Market would happen each Thursday starting May 4th, concluding on August 31, 2023, inclusive.

The Farmer's Market Committee place the barricades up at 4:00pm, removing them by 8:30pm. The Committee will place signs on 6<sup>th</sup> Street the morning of the street closure to advise patrons no parking will be allowed after 4pm.

Your Street Closure Request is Approved

#### YOU MUST ALLOW ACCESS FOR EMERGENCY VEHICLE TRAFFIC IF NECESSARY

Businesses in the 1000blk of 6th Street directly affected by this road closure are required to be notified of this.

The posting of signs advising the community there will be no parking after 4:00pm in the 1000blk of 6th Street is a proactive approach to avoid parking issues for this event. Be aware police will not ticket or tow vehicles which remain in this area during this event. Unauthorized vehicles parking after 4:00 are subject to be ticketed and towed.

You are required to have parked vehicles on the inside of each of the barricades to further protects community members as they partake in the activities of this weekly event.

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

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

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

Respectfully,

Ricardo Martinez II Public Safety Director Chief of Police

Cc: Jordon Cook, Nevada City Administrator

Joe Mousel, Nevada Street Department Superintendent

Command Staff NPSD

Nevada Mayor & City Council





Public Safety Director 1209 6<sup>th</sup> Street Nevada, IA 50201 March 13, 2023

#### Chief Martinez,

Main Street Nevada's Farmer's Market Committee is requesting a street closure. We would like to close 6<sup>th</sup> street from J Avenue to K Avenue (still allowing East/West crossing on J Ave and K Ave) on Thursday evenings from 4:00pm to 8:30pm. This request will be for the Thursdays between, and including, May 4<sup>th</sup>- August 31, 2023.

Main Street Nevada owns street barricades that will be used on the south side of the 6<sup>th</sup>/K intersection and the north side of the 6<sup>th</sup>/J intersection. Vehicles will be parked on the inside of the barricades, for extra reinforcement of the road closure. The Farmer's Market Committee will be in charge of putting the barricades up at 4:00pm and taking them down by 8:30pm. Signs will be placed on 6<sup>th</sup> street between J Ave and K Ave the morning of the street closure, warning patrons that no parking will be allowed after 4pm.

The purpose of this street closure is to allow a Farmer's Market to take place in our highly trafficked downtown area. The closure is necessary to provide safety to all market goers and vendors.

Thank you for honoring this request and feel free to reach out with questions.

**Emily Schaack** 

Executive Director
Main Street Nevada
1015 6<sup>th</sup> Street Nevada, IA 50201
(515) 382-6538
director@mainstreetnevada.org

**Contact During Event:** 

**Bre Taege – Farmer's Market Committee Chairperson** 

Ph: (515) 460-8858

#### NEVADA PUBLIC SAFETY DEPARTMENT

NEVADA OLIVO

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

Ricardo Martinez II Public Safety Director Chief of Police



Date: March 29, 2023

History Hustle 5K Micah Hayek, Treasurer Runners United Nevada Phone: 641.521.9828 mhayek3@gmail.com

Reference: History Hustle 5K

Dear Dane:

I have received your letter dated 3/15/2023 and several email exchanges in reference to your request for the History Hustle 2K. This is to take place on Saturday, 4/22/2023 at 9:00am. The race route starts on Evergreen Lane, heads west on H Avenue. The course will head south at 11th Street and participants are to move to the sidewalk. Runners will turn east onto the bike/walk path to F Avenue and continue to 16th Street. On 16th Street the course heads north to H Avenue, east and concludes at the Evergreen Lane property.

You are requesting to close H Avenue from 1204 H Avenue to the west to 11th Street, F Avenue to 16th Street from F Avenue to H Avenue from 9:00 am until 9:45 am.

#### Your request is approved.

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

An officer will not be specifically tasked to this event. The on-duty officer will assist as time and calls for service warrant. Remember a call for service requiring the officer to respond may cause an officer not to be available or to leave during the event. The on-duty officer will have the number you've provided in the event communication is required.

Volunteers will be required to wear a city approved high visibility vest. You may provide your own or borrow vests from the Nevada Public Safety Department at no cost. The City of Nevada has barricades, cones, and other equipment which may be utilized for this event; make arrangements with Joe Mousel, City of Nevada Streets Superintendent. Mr. Mousel can be reached weekdays between 8:00 a.m. and 3:00 p.m. by calling his office at 515-382-4813. It is your responsibility to make these arrangements. Be aware there are rental and deposit fees associated with the use of city equipment.

This letter should suffice if any questions arise, however, if you would like an originally signed letter, please let me know. I am sure this event will be well received in our community.

Respectfully

Josh Cizmadia Police Sergeant

Cc:

Ricardo Martinez II

Director of Public Safety/Chief of Police

Jordan Cook, Nevada City Administrator Joe Mousel, Nevada Street Department Command Staff, Nevada Public Safety Department

Mayor & City Council Members

We inspire people to plant, nurture, and celebrate trees.

Mayor Brett Barker 1209 6th Street Nevada, IA 50201

APR 1 2 2021

Dear Tree City USA Community Member,

On behalf of the Arbor Day Foundation, I'm thrilled to congratulate Nevada on earning recognition as a 2022 Tree City USA. Residents of Nevada should be proud to live in a community that makes the planting and care of trees a priority.

Founded in 1976, Tree City USA is a partnership between the Arbor Day Foundation, the U.S. Forest Service, and the National Association of State Foresters. Nevada is part of an incredible network of more than 3,600 Tree City USA communities nationwide, with a combined population of 155 million.

Over the last few years, the value and importance of trees has become increasingly clear. Cities and towns across the globe are facing issues with air quality, water resources, personal health and well-being, and energy use. Nevada has taken steps to create to a brighter, greener future.

We hope you are as excited as we are to share this accomplishment with your local media and your residents. Enclosed in this packet is a press release for you to distribute at your convenience.

We're excited to celebrate your commitment to the people and trees of Nevada. Thank you, again, for your efforts.

Best Regards,

Dan Lambe

Arbor Day Foundation Chief Executive