

COPY



AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, FEBRUARY 26, 2024 – 6:00 P.M.
NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6TH STREET

Notice to the Public: The Mayor and City Council welcome comments from the public during discussion on agenda items. If you wish to speak, please complete a card found on the podium near this agenda and hand it to the City Clerk before the meeting. When your name is called, please step to the podium, state your name and address for the record, and speak. The Mayor may limit each speaker to five minutes. If you wish to present written materials and/or a signed petition in addition to your oral presentation, those materials need to be delivered to the City Clerk by noon on the Wednesday prior to the meeting to be included in the Council packet. The normal process on any particular agenda item is that the motion is placed on the floor, input is received from the audience, the Council is given an opportunity to comment on the issue or respond to the audience concerns, and the vote is taken. On ordinances, there is time provided for public input when recognized by the Chair. In consideration of all, if you have a cell phone, please turn it off or put it on silent ring. The use of obscene and vulgar language, hate speech, racial slurs, slanderous comments, and any other disruptive behavior during the Council meeting will not be tolerated and the offender may be barred by the presiding officer from further comment before the Council during the meeting and/or removed from the meeting. **The Council will be meeting in the Council Chambers, Zoom may be provided, so long as that option is available.**

<https://us02web.zoom.us/j/85159572027?pwd=LzJ0V0F2aEtoOEZxSkY4VGVTdHBpdz09>

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

Webinar ID: 851 5957 2027 Password: 287321

****If you would like to speak through Zoom regarding an agenda item or during public forum prior arrangements are REQUIRED. Written documents may also be submitted.***
Please call City Hall at 515-382-5466 or email kwright@cityofnevadaiaowa.org by 4:00 p.m. Monday, February 26, 2024

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. Approval of CONSENT AGENDA (Any item on the Consent Agenda may be removed for separate consideration.)
 - A. Approve Minutes of the Regular Meeting held on February 12, 2024
 - B. Approve Payment of Cash Disbursements, including Check Numbers 83361-83442 and Electronic Numbers 1556-1566 (Inclusive) Totaling \$893,871.28 (See attached list)
 - C. Approve Financial Reports for Month of January, 2024
 - D. Approve Final Draw for Catalyst Grant, JLA LLC, Tipton Building, 1104 6th Street
 - E. Approve Renewal of Class "C" Retail Alcohol License, for Tabloo LLC d/b/a Lincoln Tap, 835 6th Street Ste 3, Effective March 1, 2024
 - F. Schedule Public Hearing for Fiscal Year 2023/2024 Budget Amendment #1 for March 11, 2024 and Authorize Publication

74103

G. Approve IowaDOT Agreement for DOT Initiated Detour of Primary Highways onto Local Roads

5. **PUBLIC FORUM:** Time set aside for comments from the public on topics of City business other than those listed on the agenda – no action may be taken. (Please keep your comments to five minutes or less.) This is an opportunity for members of the audience to bring to the Council's attention any item not listed on the agenda. Comments are limited to five (5) minutes per citizen, and the City will notify citizens when their time has expired. Speakers may not yield their times to others, and as a general rule this is not a time for exchange of questions. The Mayor has the authority to reduce the time allowed for comment in accordance with the number of persons present and signed up to speak.

6. OLD BUSINESS

- A. Resolution No. 050 (2023/2024): A Resolution Approving the Proposed Property Tax Levy for FY2024/2025 Budget
- B. Resolution No. 051 (2023/2024): A Resolution Providing for Notice of Intent to Fill Council (Ward 2) Vacancy by Appointment
- C. Ordinance No. 1050 (2023/2024): An Ordinance Amending the Zoning Map of the City of Nevada, Iowa, by Rezoning the Property at 115 W Lincoln Hwy, West Field Development LLC, from UC/R-3 (Urban Corridor/Urban Family Residential) to GC (General Commercial), second reading
- a. Option to Waive third reading per recommendation from Building & Zoning Official and request from property owner
- D. Ordinance No. 1052 (2023/2024): An Ordinance Amending Chapter 41 (Public Health and Safety) of the City Code by adding Language Pertaining to Storage Tanks, second reading
- E. Resolution No. 052 (2023/2024): A Resolution Authorizing Deed to Dispose of Real Property

7. NEW BUSINESS

- A. Approve Amendment to HR Green Master Agreement, 19th Street Trail, up to \$38,500.00
- B. Approve Amendment to HR Green Master Agreement, 2024 Street Improvement Project, up to \$16,500
- C. Resolution No. 053 (2023/2024): Resolution Setting a Date of Meeting at which it is Proposed to Approve a Development Agreement with Feltner Properties, L.C., Including Annual Appropriation Tax Increment Payments
- D. Resolution No. 054 (2023/2024): A Resolution to provide for a notice of hearing on proposed plans, specifications, forms of contract and estimate of cost for the F Ave & G Ave Street Rehabilitation Project and the taking of bids therefor
- E. Discussion and Appropriate Follow-up Regarding Animal Sheltering Services Contract
- a. Resolution No. 055 (2023/2024): A Resolution Approving Animal Care Agreement with _____, D/B/A _____
- F. Approve Purchase of Zero Turn Mower for Parks Department

G. Approve Purchase of New Permit Software for Planning & Zoning Department

H. Approve NEW Class "E" Retail Alcohol License for LEGACY LIQUOR MART LLC, d/b/a Legacy Liquor Mart, 1038 6TH Street, Effective January 15, 2024

I. Approve NEW Fiscal Year 2023/2024 Retail Cigarette/Tobacco Permit, for Legacy Liquor Mart, 1038 6th Street, Effective January 9, 2024 through June 30, 2024

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

9. ADJOURN

The agenda was posted on the official bulletin board on February 22, 2024, in compliance with the requirements of the open meetings law.

Posted _____

E-Mailed _____

F:\OFFICE\COUNCIL\AGENDAS-COUNCIL\2023-2024\2024-02-26.DOC



**MEMO FOR
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, FEBRUARY 26, 2024 – 6:00 P.M.**

4. Approval of CONSENT AGENDA (Any item on the Consent Agenda may be removed for separate consideration.)
 - A. Approve Final Draw for Catalyst Grant, JLA LLC, Tipton Building, 1104 6th Street
Enclosed you shall find documents pertaining to the final payout for the Tipton Building.
6. OLD BUSINESS
 - A. Resolution No. 050 (2023/2024): A Resolution Approving the Proposed Property Tax Levy for FY2024/2025 Budget
Enclosed you shall find the resolution to approve the proposed tax levy.
 - B. Resolution No. 051 (2023/2024): A Resolution Providing for Notice of Intent to Fill Council (Ward 2) Vacancy by Appointment
Enclosed you shall find the resolution for notice to fill the Ward 2 vacancy by appointment.
 - C. Ordinance No. 1050 (2023/2024): An Ordinance Amending the Zoning Map of the City of Nevada, Iowa, by Rezoning the Property at 115 W Lincoln Hwy, West Field Development LLC, from UC/R-3 (Urban Corridor/Urban Family Residential) to GC (General Commercial), second reading
 - a. Option to Waive third reading per recommendation from Building & Zoning Official and request from property owner**Enclosed you shall find the second reading for the ordinance to rezone 115 W Lincolnway as well as input from P&Z Official Ryan Hutton and The Overland Group.**
 - D. Ordinance No. 1052 (2023/2024): An Ordinance Amending Chapter 41 (Public Health and Safety) of the City Code by adding Language Pertaining to Storage Tanks, second reading
Enclosed you shall find the second reading of the ordinance.
 - E. Resolution No. 052 (2023/2024): A Resolution Authorizing Deed to Dispose of Real Property
Enclosed you shall find the corrected resolution for the sale of property to Van Houweling.
7. NEW BUSINESS
 - A. Approve Amendment to HR Green Master Agreement, 19th Street Trail, up to \$38,500.00
Enclosed you shall find the amendment and scope of services.

- B. Approve Amendment to HR Green Master Agreement, 2024 Street Improvement Project, up to \$16,500
Enclosed you shall find the amendment and scope of services.
- C. Resolution No. 053 (2023/2024): Resolution Setting a Date of Meeting at which it is Proposed to Approve a Development Agreement with Feltner Properties, L.C., Including Annual Appropriation Tax Increment Payments
Enclosed you shall find the resolution to set public hearing. The Development Agreement will be in the 3/11 packet.
- D. Resolution No. 054(2023/2024): A Resolution to provide for a notice of hearing on proposed plans, specifications, forms of contract and estimate of cost for the F Ave & G Ave Street Rehabilitation Project and the taking of bids therefor
Enclosed you shall find the resolution to set the hearing for the project.
- E. Discussion and Appropriate Follow-up Regarding Animal Sheltering Services Contract
a. Resolution No. 055 (2023/2024): A Resolution Approving Animal Care Agreement with _____, D/B/A _____
Enclosed you shall find the resolution, action form with history and additional documentation allowing you to approve an animal care agreement.
- F. Approve Purchase of Zero Turn Mower for Parks Department
Enclosed you shall find an action form with history and options.
- G. Approve Purchase of New Permit Software for Planning & Zoning Department
Enclosed you shall find an action form with history and options.
- H. Approve NEW Class "E" Retail Alcohol License for LEGACY LIQUOR MART LLC, d/b/a Legacy Liquor Mart, 1038 6TH Street, Effective January 15, 2024
Enclosed you shall find the application for a new alcohol license for Legacy Liquor Mart (the old Ben Franklin).
- I. Approve NEW Fiscal Year 2023/2024 Retail Cigarette/Tobacco Permit, for Legacy Liquor Mart, 1038 6th Street, Effective January 9, 2024 through June 30, 2024
Enclosed you shall find the application cigarette/tobacco permit. There is also a petition enclosed following both applications.

NEVADA CITY COUNCIL - MONDAY, FEBRUARY 12, 2024 6:00 P.M.

1. CALL TO ORDER

The City Council of the City of Nevada, Iowa, met for a meeting in the Council Chambers of Nevada City Hall located at 1209 6th Street, Nevada, Iowa. Mayor Brett Barker, convened the meeting at 6:00 p.m. on Monday, February 12, 2024, 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: Henry Corbin, Dane Nealson, Jason Sampson, Steve Skaggs, Sandy Ehrig. Absent: None.

Staff Present: Erin Clanton, Jordan Cook, Kerin Wright, Erin Mousel, Chris Brandes, Marlys Barker, Brandon Mickelson, Ray Reynolds, Josh Cizmadia, Ryan Hutton, Rhonda Maier.

Also in attendance were: Brenda Dryer, Karen Selby, Jim Samuelson, Andy Kelly, Allison DePenning, Casey Schatbach

3. APPROVAL OF AGENDA

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

4. PUBLIC HEARING(S)

A. 2024 CIP Street Improvements Project

1. Public Hearing on Proposed 2024 Street Improvements Project

At 6:01 p.m. Mayor Barker announced that this is the time and place set for a public hearing as advertised in the Nevada Journal on January 25, 2024. The public hearing is concerning the 2024 CIP Street Improvements Project.

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

2. Resolution No. 045 (2023/2024): A Resolution finally approving and confirming plans, specifications, forms of contract and estimate of cost for the 2024 Street Improvements Project

Motion by Jason Sampson, seconded by Sandy Ehrig, to adopt Resolution No. 045 (2023/2024). After due consideration and discussion the roll was called. Aye: Sampson, Ehrig, Corbin, Nealson, Skaggs. Nay: None. The Mayor declared the motion carried.

3. Consideration of bids for the 2024 Street Improvements Project

4. Resolution No. 046 (2023/2024): A Resolution awarding contract for the 2024 Street Improvement Project

Motion by Steve Skaggs, seconded by Henry Corbin, to **adopt Resolution No. 046 (2023/2024)**. After due consideration and discussion the roll was called. Aye: Skaggs, Corbin, Nealson Sampson, Ehrig. Nay: None. The Mayor declared the motion carried.

- B. Rezoning of 115 W Lincoln Highway, West Field Development LLC
1. Public Hearing rezoning of 115 W Lincoln Highway

At 6:03 p.m. Mayor Barker announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **January 25, 2024**. The public hearing is **concerning the rezoning of property at 115 W Lincoln Highway**.

There were **no written or oral objections** to the aforementioned recommendation. Public hearing closed at 6:03 p.m.

2. Ordinance No. 1050 (2023/2024): An Ordinance Amending the Zoning Map of the City of Nevada, Iowa, by Rezoning the Property at 115 W Lincoln Hwy, West Field Development LLC, from UC/R-3 (Urban Corridor/Urban Family Residential) to GC (General Commercial), first reading

Motion by Dane Nealson, seconded by Henry Corbin, to **approve Ordinance No. 1050 (2023/2024), first reading**. After due consideration and discussion the roll was called. Aye: Nealson, Corbin, Sampson, Skaggs, Ehrig. 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 Jason Sampson, seconded by Sandy Ehrig, to **approve the following consent agenda items**:

- A. Approve Minutes of the Regular Meeting held on January 22, 2024
- B. Approve Payment of Cash Disbursements, including Check Numbers 83254-83360 and Electronic Numbers 1540-1555 (Inclusive) Totaling \$892,409.89 (See attached list) and the First Interstate Card Purchases for the February 19, 2024 Statement, total \$2,979.08
- C. Approve Class "B" Retail Alcohol License for DOLGENCORP, LLC, d/b/a Dollar General #1536, 1705 South B Avenue, Effective March 1, 2024
- D. Approve Provider Agreements with NEDC, Main Street Nevada, Nevada Community School District, Story County Medical Center, and Story County for the "Our Nevada" Newsletter
- E. Probationary Firefighters Dusty Beal, Jacob Henick, and Julian Garcia
- F. Accept 2023 Certified Local Government Annual Report
- G. Approve Tax Abatement: #BP2023-0049, 1603 10th Street #520, new garage

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

6. OLD BUSINESS

- A. Resolution No. 039 (2023/2024): A Resolution Amending and Approving the Appendix to the City Code

Motion by Steve Skaggs, seconded by Sandy Ehrig, to **adopt Resolution No. 039 (2023/2024).** After due consideration and discussion the roll was called. Aye: Skaggs, Ehrig, Corbin, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

- B. Approve Pay Request No. 32 for WWTF Improvements-Phase 2 from Williams Brothers Construction Inc. (WBCI) in the amount of \$225,760.62

Motion by Sandy Ehrig, seconded by Henry Corbin, to **approve Pay Request No. 32 for WWTF Improvements-Phase 2 from Williams Brothers Construction Inc. (WBCI) in the amount of \$225,760.62.** After due consideration and discussion the roll was called. Aye: Ehrig, Corbin, Nealson, Sampson, Skaggs, Ehrig. Nay: None. The Mayor declared the motion carried.

- C. Approve Pay Request No. 21 for WWTF Improvements-Phase 3 from Boomerang Corp. in the amount of \$6,053.47

Motion by Steve Skaggs, seconded by Henry Corbin, to **approve Pay Request No. 21 for WWTF Improvements-Phase 3 from Boomerang Corp. in the amount of \$6,053.47.** After due consideration and discussion the roll was called. Aye: Skaggs, Corbin, Nealson, Sampson, Ehrig. Nay: None. The Mayor declared the motion carried.

- D. WWTF Improvements-Phase 4, Contractor OnTrack Construction, LLC
a. Approve Pay Request No. 15 in the amount of \$52,084.84

Motion by Dane Nealson, seconded by Jason Sampson, to **approve Pay Request No. 15 in the amount of \$52,084.84.** After due consideration and discussion the roll was called. Aye: Nealson, Sampson, Skaggs, Ehrig, Corbin. Nay: None. The Mayor declared the motion carried.

- b. Approve Change Order No. 1 in the amount of \$37,510.00

Motion by Jason Sampson, seconded by Sandy Ehrig, to **approve Change Order No. 1 in the amount of \$37,510.00.** After due consideration and discussion the roll was called. Aye: Sampson, Ehrig, Corbin, Nealson, Skaggs. Nay: None. The Mayor declared the motion carried.

- E. Field House Project, Contractor HPC LLC
a. Approve Pay Request No. 19 in the amount of \$238,751.15

Motion by Dane Nealson, seconded by Henry Corbin, to **approve Pay Request No. 19 in the amount of \$238,751.15.** After due consideration and discussion the roll was called. Aye: Nealson, Corbin, Sampson, Skaggs, Ehrig. Nay: None. The Mayor declared the motion carried.

- b. Resolution No. 047 (2023/2024): A Resolution Accepting the Field House Project as Substantially Complete

Motion by Dane Nealson, seconded by Steve Skaggs, to **adopt Resolution No. 047 (2023/2024).** After due consideration and discussion the roll was called. Aye: Nealson, Skaggs, Ehrig, Corbin, Sampson. Nay: None. The Mayor declared the motion carried.

7. NEW BUSINESS

- A. Discussion and Appropriate Follow-up on Request to provide Credit for Sewer Charge on 10 Maple Ave, Lot 15

Motion by Steve Skaggs, seconded by Jason Sampson, to **approve option 1: direct staff to apply a credit of \$267.00 (per estimate from previous bills) for Sewer Charge on 10 Maple Ave, Lot 15.** After due consideration and discussion the roll was called. Aye: Skaggs, Sampson, Ehrig, Corbin, Nealson. Nay: None. The Mayor declared the motion carried.

- B. Resolution No. 048 (2023/2024): A Resolution to Approve Nevada Housing Rehabilitation Program Guidelines

Motion by Jason Sampson, seconded by Sandy Ehrig, to **adopt Resolution No. 048 (2023/2024).** After due consideration and discussion the roll was called. Aye: Sampson, Ehrig, Skaggs, Corbin, Nealson. Nay: None. The Mayor declared the motion carried.

- C. Resolution No. 049 (2023/2024): 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 **adopt Resolution No. 049 (2023/2024).** After due consideration and discussion the roll was called. Aye: Ehrig, Nealson, Sampson, Skaggs, Corbin. Nay: None. The Mayor declared the motion carried.

- D. Ordinance No. 1051 (2023/2024): An Ordinance Amending Chapter 63 (Speed Regulations) and Chapter 65 (Stop or Yield Required) of the City Code to Regulate Traffic on S14 from 6th Street to Maple, first reading

Motion by Dane Nealson, seconded by Steve Skaggs, to **approve Ordinance No. 1051 (2023/2024), first reading.** After due consideration and discussion the roll was called. Aye: Nealson, Skaggs, Ehrig, Corbin, Sampson. Nay: None. The Mayor declared the motion carried.

- a. Waive second and third reading

Motion by Sandy Ehrig, seconded by Dane Nealson, to **waive the second and third (final) reading for Ordinance No. 1051 (2023/2024).** After due consideration and discussion the roll was called. Aye: Ehrig, Nealson, Sampson, Skaggs, Corbin. Nay: None. The Mayor declared the motion carried.

- E. Ordinance No. 1052 (2023/2024): An Ordinance Amending Chapter 41 (Public Health and Safety) of the City Code by adding Language Pertaining to Storage Tanks, first reading

Motion by Dane Nealson, seconded by Steve Skaggs, to **approve Ordinance No. 1052 (2023/2024), first reading.** After due consideration and discussion the roll was called. Aye: Nealson, Skaggs, Ehrig, Corbin, Sampson. Nay: None. The Mayor declared the motion carried.

- a. Waive second and third reading

Motion by Dane Nealson, seconded by Henry Corbin, to **waive the second and third (final) reading for Ordinance No. 1052 (2023/2024)**. Dane Nealson withdrew his motion and Henry Corbin withdrew his second. The second and final readings did not pass and will be read at upcoming council meetings.

F. Approve Purchase to Replace and Repurpose Vehicle 11 (Command Vehicle)

Motion by Jason Sampson, seconded by Steve Skaggs, to **approve Purchase to Replace and Repurpose Vehicle 11 (Command Vehicle)**. After due consideration and discussion the roll was called. Aye: Sampson, Skaggs, Ehrig, Corbin, Nealson. Nay: None. The Mayor declared the motion carried.

G. Approve Purchase of Ultra High-Pressure Skid Unit for Command Vehicle

Motion by Sandy Ehrig, seconded by Dane Nealson, to **approve Purchase of Ultra High-Pressure Skid Unit for Command Vehicle**. After due consideration and discussion the roll was called. Aye: Ehrig, Nealson, Sampson, Skaggs, Corbin. Nay: None. The Mayor declared the motion carried.

H. Discussion and Appropriate Follow-up on Council Ward 2 Vacancy

Motion by Dane Nealson, seconded by Jason Sampson, to **approve option 1: approve the Clerk's proposed timeline for Appointment, thus requesting applications to fill anticipated Council Ward 2 vacancy and forming a Council Vacancy Committee; staff to prepare resolution for Intent to Appoint**. After due consideration and discussion the roll was called. Aye: Nealson, Sampson, Skaggs, Ehrig, Corbin. 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 **adjourn the meeting**. Following voice vote, the Mayor declared the motion carried at 6:52 p.m. the meeting adjourned.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Published: _____
Council Approved: _____

CITY OF NEVADA
CLAIMS REPORT FOR FEBRUARY 26, 2024
2/13/24 THRU 2/26/24

VENDOR	REFERENCE	AMOUNT	CHECK #
WAGeworks	FSA 2023 PMTS	471.84	1556
EMPLOYEE BEN SYSTEMS	BENEFITS PAID	223.51	1557
ALLIANT	ALL-UTILITY	4,837.38	83361
VERIZON	WTR/WWT/LIB-SVCS	280.07	83362
HPC LLC	FH2023-PR#19	238,751.15	83363
CENTRAL IA TOW	PD-TOW	300.00	83364
ON TRACK CONST	WWTF-PH4-PR#15	52,084.84	83365
WILLIAMS BRO CONST	WWT-PH2-PR32	225,760.62	83366
BOOMERANG	WWTF-PH3-PR#21	6,053.47	83367
METRONET	ALL-INTERNET SVC	292.20	83368
FIRST INT BANK	ALL-SUPPLIES	2,979.08	1558
WAGeworks	FSA 2023 PMT	1,316.61	1563
IPERS	IPERS	35,787.55	1559
TREASURER STATE OF IA	STATE TAXES	7,899.97	1560
EFTPS	FED/FICA TAX	25,882.05	1561
RELIANCE STANDARD	RELIANCE	758.10	1562
HUTTON, RYAN	HSA	302.08	1564
SYDNES, KELLAN	HSA	50.00	1565
CORNISH, DEVIN	HSA	50.00	1566
AMER'N FAMILY	AFLAC	793.71	83379
MISSION SQUARE	DEFERRED COMP	707.50	83380
COLLECTION SERV CENTER	CHILD SUPPORT	305.71	83381
FAREWAY	FH-SUPPLIES	31.81	83382
ALLIANT	STS-K AVE	58.37	83383
FAST LANE AUTO	STS-SUPPLIES	90.76	83384
NEVADA VET CLINIC	PD-ANIMAL CONTROL	616.10	83385
SCHENDEL PEST CONTROL	ALL-PEST CONTROL	285.25	83386
STATE HYGIENIC LAB	WWT-LAB ANALYSIS	4,115.50	83387
ARNOLD MOTOR SUPPLY	STS-OYTGEN/ACETYLENE/FILTER	224.07	83388
IA ONE CALL	WTR/WWT-ONE CALL	54.80	83389
GRAINGER	WWT-SUPPLIES	216.39	83390
HACH CO	WTR-CHEMICALS	678.84	83391
GANNETT IA LOCALIQ	PUBLIC NOTICES	450.00	83392
STORY CO MED CENTER	STS-TESTING	111.00	83393
HOKEL	WWT-MAINT SUPPLIES	18.47	83394
NEVADA COMM SCHOOL	ALL-GAS	6,411.83	83395
HAWKEYE TRUCK EQUIP	STS-PIPE BALL END	42.00	83396
IA DOT	STS-CARBIDES/SUPPLIES	2,008.94	83397
GOOD AND QUICK	PD-#2 OIL CHANGE	83.11	83398
STOREY KENWORTHY CO	WTR/WWT-DOOR HANGERS	481.80	83399
IA PRISON IND	STS-SIGNS	154.86	83400
O'HALLORAN INT	STS/WWT-SUPPLIES	1,842.49	83401
GALLS	PD-LETTERS	22.36	83402
NEVADA HARDWARE	ALL-SUPPLIES	1,117.22	83404
HENDERSON APPLIANCE	SC-RPR	224.00	83405
STAPLES	ADM-SUPPLIES	91.83	83406
WINDSTREAM	PD/LIB-PHONE	166.66	83407
CONSUMERS	ALL-UTILITIES	8,165.45	83408
KAY PARK-REC CORP	FH-BENCH	815.40	83409
DICKS FIRE EXT	PD-FIRE EXT MAINT	136.25	83410
ESRI INC	GIS ANNUAL SUBSCRIPT	4,810.00	83411
JOHN DEERE FIN	PKM/STS-SUPPLIES/BOOTS ANDERSON	167.13	83412

HR GREEN	ENGINEERING	54,835.25	83413
MIDWEST BREATHING AIR	FD-AIR COMPRESSOR MAINT	750.29	83414
BRICK GENTRY	ALL-LEGAL	8,917.50	83415
MISSISSIPPI LIME	WTR-QUICKLIME	20,159.31	83416
CENTRAL IA WATER ASSC	WTR/LWE RAW WATER 3/2024	450.81	83417
QUADIENT	ALL-POSTAGE	1,000.00	83418
QUADIENT	ADM-MTR	135.00	83419
SHRED-IT	PD-SHREDDING	183.42	83420
BOBCAT OF AMES	STS/PKM-AUGER RENTAL/BUSHING	226.49	83421
STORY CO RECORDER	ED-VERBIO ANNEX SOUTH	342.00	83422
ALLIED SYSTEMS	WWT-RAW PUMP RPRS	2,922.94	83423
FIRE SERVICE TRNG BUREAU	FD-FIRE SCHOOL ALBERTS	175.00	83424
MENARDS	PKM-TOOLBOX/SUPPLIES	163.76	83425
RMH ARCHITECTS	FH-ENG	2,920.00	83426
IA DEPT OF PUBLIC SAFETY	PD-QTR IA SYSTEMS	300.00	83427
MADISON NAT LIFE INS	ALL-LIFE INSURANCE	423.14	83428
VORM, ADDISYN	REC-BB REFEREE	200.00	83429
GUARDIAN ALLIANCE TECH	PD-GUARDIAN SOFTWARE	140.00	83430
DAKOTA SUPPLY	WTR-RPR MAINT	545.25	83431
ACCESS	ALL-COPIER LEASE	683.94	83432
EGELAND, GAVIN	REC-BB REFEREE	200.00	83433
SKYLINE SALT SOL	STS-SALT	17,087.44	83434
SWEET & SAVORY	FH-CONCESSIONS	74.90	83435
HAPPE, JUSTIN	REC-BB REFEREE	200.00	83436
LAWLER, JAMISON	REC-BB REFEREE	200.00	83437
GENPRO ENERGY SOL	STS-SOLARLIGHTS S14	46,200.00	83438
N.B. GOLF LLC	FH-2024 CARRYALL 100 GOLFCART	9,323.80	83439
KIEFER USA	FH-PROMINENCE	871.54	83440
YOUTH SPORTS FOUND	REC-FFB EQUIP	1,675.00	83441
BREKKE, CHASE	PD-COMPLIANCE CHECKS	90.00	83442
	WATER	179.71	
	WATER DEPOSITS	70.22	
	Refund Checks Total	249.93	
	Accts Pay Total	810,976.91	
	Payroll Checks	82,644.44	
	***** REPORT TOTAL *****	893,871.28	
	GENERAL	128,575.04	
	ROAD USE TAX	41,056.30	
	RUT CAPITAL	46,200.00	
	LOCAL OPTION SALES TAX	522.75	
	LIBRARY TRUST	221.34	
	SENIOR CENTER TRUST	224.00	
	SC/FIELDHOUSE	243,270.75	
	2024 CIP STS IMPROV PROJ	11,859.46	
	WATER	56,226.03	
	WATER DEPOSITS	70.22	
	JORDAN WELL	1,455.00	
	SEWER	28,207.03	
	SEWER CAP IMP PROJECT	283,898.93	
	SRF SPONSORED PROJECT	40,325.11	
	REVOLVING FUND	9,747.36	
	FLEX BENEFIT REVOLVING	1,788.45	
	HEALTH INS, SELF FUND	223.51	
	TOTAL FUNDS	893,871.28	

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CITY OF NEVADA
BALANCE SHEET
CALENDAR 1/2024, FISCAL 7/2024

Item # 4C
Date: 2-26-24

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CASH-GENERAL FUND	222,029.25-	4,879,864.22
002-000-1110	CASH-HOTEL/MOTEL	44.61	10,229.73
010-000-1110	CASH-ROAD USE TAX	42,668.67	2,602,037.44
012-000-1110	CASH-EMPLOYEE BENEFITS	4,631.83	378,684.90
013-000-1110	CASH-RUT CAPITAL	207,779.33-	317,267.60
019-000-1110	CASH-EMERGENCY FUND	568.31	45,553.91
021-000-1110	CASH-LOCAL OPTION TAX	68,190.06	1,284,815.83
025-000-1110	CASH-TIF	13,085.93	1,733,145.21
026-000-1110	CASH-LMI SUBFUND	5,657.00-	258,249.53
067-000-1111	RESERVE-WELLS	8.25	1,890.92
067-000-1113	RESERVE-ZWILLING	.52	118.90
067-000-1114	RESERVE-ALBERRY	4.72	1,081.90
068-000-1118	RESERVE-UNDESIGNATED	1.05	241.30
068-000-1119	RESERVE-HARMS TRUST, GREEN SP	122.79	28,153.90
069-000-1110	CASH-LIBRARY TRUST	358.28-	6,990.36
071-000-1110	CASH-FIRE TRUST	80.99	18,570.86
072-000-1110	CASH-SCORE UNDESIGNATED	26.40	6,054.13
073-000-1110	CASH-SCORE O&M	1.23	281.28
074-000-1110	CASH-NORTH STORY BASEBALL	18.04	4,137.47
075-000-1110	CASH-SENIOR COMM CENTER	46.54	10,671.07
076-000-1110	CASH-GH PIANO	88.21	20,226.26
077-000-1110	CASH-POLICE FOREITURE	56.56	12,968.50
079-000-1122	RESERVE-GRNBLT MAP 2005	16.74	3,837.62
079-000-1124	RESERVE-ST CO TRAIL	4.05	928.77
079-000-1127	RESERVE-UNRESTRICTED	1,069.13	36,147.13
079-000-1128	RESERVE-SCORE SCOREBOAR	21.34	4,892.55
079-000-1130	RESERVE-LANDSCAPING	51.83	6,884.00
079-000-1131	RESERVE-FIELD MAINT	156.46	35,875.58
079-000-1132	RESERVE-LEW HANSEN SUB	6.56	1,503.77
079-000-1133	RESERVE-87 SOUTHWOOD	35.29	8,091.81
079-000-1134	RESERVE-MARDEAN PARK	4.19	960.37
079-000-1135	RESERVE-WILSON POND DONATIONS	3.46	793.68
079-000-1137	P&R BRINKMAN MEMORIAL	261.62	2,664.42
080-000-1110	CASH-COLUMBARIAN MAINT	24.42	5,600.02
081-000-1110	CASH-TRAIL MAINTENANCE	250.96-	53,629.62
082-000-1110	CASH-DANIELSON/OTHERTRU	223.52	243,496.94
083-000-1110	CASH-LIB BLDG TRUST	.91	208.12
084-000-1110	CASH-TREES FOREVER	21.17	4,854.39
085-000-1110	CASH-4TH OF JULY	40.97	9,394.79
086-000-1110	CASH-COMM BAND	6.34	1,454.01
200-000-1110	CASH-DEBT SERVICE	8,435.62	979,299.65
301-000-1110	CASH-CITY HALL/PUBLIC S	2.72	624.55
302-000-1110	CASH-LIBRARY BLDG	448.31	102,794.49
304-000-1110	CASH-SC/FIELDHOUSE	222,547.57-	242,646.22
306-000-1110	CASH-SPLASHPAD	1,776.74	407,396.40
307-000-1110	CASH-SIDEWALKIMPROVEMEN	890.30	142,920.23
309-000-1110	CASH-2024 STS CIP PROJECTS	69,996.31-	136,139.77-
310-000-1110	CASH-2021STS PROJ 11TH/S14	85,293.51-	1,878,819.71-
311-000-1110	CASH-2019 CIP WORK	7,146.07	1,638,552.26
314-000-1110	CASH-2024 BRIDGE RPRS	7,780.00-	7,780.00-
315-000-1110	CASH-CBD DOWNTOWN IMPR		76,690.78-

CITY OF NEVADA
BALANCE SHEET
CALENDAR 1/2024, FISCAL 7/2024

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
118-000-1110	CASH-2024HMA OVERLAY F&G	2,584.38-	2,584.38-
121-000-1110	CASH-TRAIL CIP PROJECTS	2,863.28	470,899.30
122-000-1110	CASH-ARP FUNDS	4,620.25	1,059,396.04
500-000-1110	CASH-PERPETUAL CARE		174,891.58
501-000-1110	CASH-HATTERY		5,000.00
500-000-1110	CASH-WATER O&M	163,792.68	4,020,183.76
501-000-1110	CASH-WATER DEPOSITS	434.20	88,986.37
602-000-1110	CASH-WATER PLANT UPGRADE RSRV	7,813.79	1,791,657.76
605-000-1110	CASH-WATER 2012C BOND		645,191.73
607-000-1110	CASH-WTR CAPITAL REVOLV		5,879.88-
608-000-1110	CASH-JORDAN WELL PROJ	8,563.25-	210,169.80-
609-000-1110	CASH-WTR CAPITAL PROJECTS	113.00-	42,248.30-
610-000-1110	CASH-WASTEWATER O&M	229,975.03	3,357,685.46
611-000-1110	CASH-SEWER REVOLVING	6,099.01	1,398,468.47
615-000-1110	CASH-SEWER CONSTRUCTION	39,254.18	3,861,468.82
616-000-1110	CASH-WWT CIP	15,775.96-	876,044.63-
617-000-1110	CASH-WWT CAPITAL	1,684.97	386,353.22
618-000-1110	CASH-SRF SPONSORED PROJECT		590,270.45-
670-000-1110	CASH-CARBAGE UTILITY	6,021.92	25,481.65-
740-000-1110	CASH-STORM WATER UTILIT	19,835.75	1,128,230.28
810-000-1139	RESERVE-PARK & RECREATI	87.55	139,813.98
810-000-1140	RESERVE-LIBRARY	126.64	62,912.16
810-000-1141	RESERVE-CEMETERY	536.02	122,907.22
810-000-1142	RESERVE-FINANCE	2,496.87-	339,706.67
810-000-1143	RESERVE-FIRE	19,355.16-	782,206.56
810-000-1144	RESERVE-POLICE	1,072.93	246,017.24
810-000-1146	RESERVE-PLANNING & ZONI	206.89	47,439.38
810-000-1147	RESERVE-FIELD HOUSE	343.41	78,741.11
810-000-1148	RESERVE-TECHNOLOGY	178.85	41,010.05
812-000-1110	CASH-FLEXIBLE BENEFITS	6.00	44,284.63
813-000-1110	CASH-HEALTH INS/SELF FUND	4,922.00	44,557.89
830-000-1110	CASH-SICK & VACATION	1,435.25	329,095.11
	CASH TOTAL	228,977.76-	32,371,682.05
001-000-1120	PETTY CASH - LIBRARY		75.00
001-000-1123	PETTY CASH - POOL	1,000.00	1,000.00
600-000-1120	PETTY CASH - CITY HALL		600.00
	PETTY CASH TOTAL	1,000.00	1,675.00
182-000-1168	COUNTY FOUNDATION INVES		88,987.67
	SAVINGS TOTAL	.00	88,987.67
	TOTAL CASH	227,977.76-	32,462,344.72

CITY OF NEVADA
BUDGET REPORT
CALENDAR 1/2024, FISCAL 7/2024

ACCOUNT NUMBER	ACCOUNT TITLE	PCT OF FISCAL YTD 58.3%		YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
		CALENDAR	FISCAL			
		TOTAL BUDGET	MTD BALANCE			
	POLICE TOTAL	1,336,821.00	136,154.81	798,207.02	59.71	538,613.98
	POLICE-OFFICE TOTAL	139,125.00	9,761.49	75,151.17	54.02	63,973.83
	EMERGENCY MANAGEMENT TOTAL	1,320.00	88.08	619.49	46.93	700.51
	FLOOD CONTROL TOTAL	27,600.00	.00	3,710.65	13.44	23,889.35
	FIRE TOTAL	277,027.00	33,995.25	187,851.72	67.81	89,175.28
	AMBULANCE TOTAL	14,871.00	882.39	34,876.17	234.52	20,005.17-
	BUILDING INSPECTIONS TOTAL	61,004.00	3,593.06	27,306.37	44.76	33,697.63
	ANIMAL CONTROL TOTAL	4,500.00	419.40	2,719.50	60.43	1,780.50
	ANIMAL CONTROL-OWNER TOTAL	1,500.00	67.00	320.60	21.37	1,179.40
	PUBLIC SAFETY TOTAL	1,863,768.00	184,961.48	1,130,762.69	60.67	733,005.31
	ROADS, BRIDGES, SIDEWALKS TOTA	1,131,149.00	237,973.97	756,622.92	66.89	374,526.08
	STREET LIGHTING TOTAL	137,000.00	9,785.20	67,976.78	49.62	69,023.22
	TRAFFIC CONTROL & SAFETY TOTA	500.00	.00	6.15	1.23	493.85
	PAVEMENT MARKINGS TOTAL	15,000.00	1,364.00	6,637.25	44.25	8,362.75
	SNOW REMOVAL TOTAL	82,275.00	15,297.41	15,434.76	18.76	66,840.24
	TREES & WEEDS TOTAL	50,000.00	21,720.00	50,734.27	101.47	734.27-
	PUBLIC WORKS TOTAL	1,415,924.00	286,140.58	897,412.13	63.38	518,511.87
	WATER,AIR,MOSQUITO CONTRO TOTA	13,000.00	.00	120.00	.92	12,880.00
	OTHER HEALTH/SOCIAL SERV TOTA	40,000.00	.00	39,585.71	98.96	414.29
	HEALTH & SOCIAL SERVICES TOTA	53,000.00	.00	39,705.71	74.92	13,294.29
	LIBRARY TOTAL	515,992.00	36,528.14	283,542.26	54.95	232,449.74
	LIBRARY-DONATED TOTAL	34,650.00	1,227.19	12,258.03	35.38	22,391.97
	LIBRARY-STATE INFRASTRUCT TOTA	23,500.00	.00	8,426.27	35.86	15,073.73
	MUSEUM/BAND/THEATRE TOTAL	1,500.00	.00	1,075.38	71.69	424.62
	PARKS TOTAL	130,626.00	10,397.55	93,090.33	71.26	37,535.67
	PARK MAINTENANCE TOTAL	356,920.00	14,774.17	282,212.29	79.07	74,707.71
	PARKS-ATHLETIC FIELDS TOTAL	20,000.00	.00	10,379.26	51.90	9,620.74
	TRAIL SYSTEM-BIKE/WALK TOTAL	15,000.00	484.85	484.85	3.23	14,515.15
	FOUR-PLEX COMPLEX TOTAL	49,617.00	205.72	13,531.22	27.27	36,085.78
	POOL TOTAL	269,014.00	9,326.88	182,856.08	67.97	86,157.92
	RECREATION TOTAL	5,103.00	4,750.26	46,144.22	904.26	41,041.22-
	ADULT SOFTBALL TOTAL	1,819.00	.00	105.00	5.77	1,714.00
	COMMUNITY HEALTH/WEELNESS TOTA	1,200.00	.00	.00	.00	1,200.00
	SENIOR ACTIVITY TOTAL	3,500.00	2,409.76	4,295.58	122.73	795.58-
	CEMETERY TOTAL	179,125.00	9,851.59	128,073.84	71.50	51,051.16
	COMMUNITY CTR/ZOO/MARINA TOTA	292,622.00	8,854.08	66,417.46	22.70	226,204.54
	SENIOR COMMUNITY CENTER TOTAL	7,807.00	1,333.68	5,364.77	68.72	2,442.23
	FIELDHOUSE TOTAL	20,500.00	.00	.00	.00	20,500.00
	BASEBALL SOFTBALL TOTAL	41,646.00	.00	1,965.00	4.72	39,681.00
	YOUTH BASKETBALL TOTAL	11,605.00	1,738.92	10,676.75	92.00	928.25
	VOLLEYBALL TOTAL	2,749.00	.00	1,845.07	67.12	903.93
	FLAG FOOTBALL TOTAL	6,395.00	.00	3,206.51	50.14	3,188.49

CITY OF NEVADA
BUDGET REPORT
CALENDAR 1/2024, FISCAL 7/2024
PCT OF FISCAL YTD 58.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	HALLOWEEN TOTAL	250.00	.00	.00	.00	250.00
	JR THEATRE/FESTIVAL TREES TOTA	2,798.00	.00	.00	.00	2,798.00
	CIRL TOTAL	5,000.00	1,444.49	4,521.99	90.44	478.01
	HISTORICAL SOCIETY TOTAL	.00	.00	4,910.00	.00	4,910.00-
	HISTORIC PRESERVATION TOTAL	7,500.00	.00	.00	.00	7,500.00
	CULTURE & RECREATION TOTAL	2,006,438.00	103,327.28	1,165,382.16	58.08	841,055.84
	ECONOMIC DEVELOPMENT TOTAL	568,003.00	1,749.55-	131,790.40	23.20	436,212.60
	MAIN STREET NEVADA TOTAL	25,000.00	.00	.00	.00	25,000.00
	HOUSING & URBAN RENEWAL TOTAL	65,000.00	5,657.00	5,657.00	8.70	59,343.00
	PLANNING & ZONING TOTAL	262,082.00	3,832.76	93,208.46	35.56	168,873.54
	CHRISTMAS LIGHTS TOTAL	800.00	.00	.00	.00	800.00
	4TH OF JULY TOTAL	8,500.00	.00	.00	.00	8,500.00
	LINCOLN HWY DAYS TOTAL	4,000.00	.00	4,000.00	100.00	.00
	OTHER COMM & ECO DEV TOTAL	700.00	.00	.00	.00	700.00
	COMMUNITY & ECONOMIC DEV TOTA	934,085.00	7,740.21	234,655.86	25.12	699,429.14
	MAYOR/COUNCIL/CITY MGR TOTAL	12,790.00	2,296.31	11,208.44	87.63	1,581.56
	COUNCIL TOTAL	10,650.00	325.00	364.36	3.42	10,285.64
	CITY ADMINISTRATOR TOTAL	55,450.00	6,731.96	25,420.46	45.84	30,029.54
	CLERK/TREASURER/ADM TOTAL	485,637.00	27,676.06	199,248.01	41.03	286,388.99
	ELECTIONS TOTAL	3,500.00	.00	2,642.94	75.51	857.06
	LEGAL SERVICES/ATTORNEY TOTAL	122,700.00	.00	66,912.00	54.53	55,788.00
	CITY HALL/GENERAL BLDGS TOTAL	125,654.00	9,044.36	76,893.42	61.19	48,760.58
	TORT LIABILITY TOTAL	62,551.00	.00	58,707.00	93.85	3,844.00
	OTHER GENERAL GOVERNMENT TOTA	14,000.00	619.66	10,064.78	71.89	3,935.22
	GENERAL GOVERNMENT TOTAL	892,932.00	46,693.35	451,461.41	50.56	441,470.59
	CITYHALL/LIBRARY DEBT TOTAL	96,363.00	.00	3,181.25	3.30	93,181.75
	CBD PROJECT 8.9M TOTAL	178,550.00	.00	89,275.00	50.00	89,275.00
	2013 GO BOND TOTAL	.00	.00	14,250.00	.00	14,250.00-
	FIELD HOUSE TOTAL	961,882.00	.00	50,800.00	5.28	911,082.00
	DDCE WTR/WWT/STS DEBT TOTAL	673,500.00	.00	.00	.00	673,500.00
	DEBT SERVICE TOTAL	1,910,295.00	.00	157,506.25	8.25	1,752,788.75
	FLOOD CONTROL TOTAL	75,000.00	.00	.00	.00	75,000.00
	ROADS, BRIDGES, SIDEWALKS TOTA	2,217,200.00	165,654.20	1,429,370.61	64.47	787,829.39
	SIDEWALKS TOTAL	25,000.00	.00	.00	.00	25,000.00
	RAILROAD CROSSINGS TOTAL	10,000.00	.00	.00	.00	10,000.00
	TRAIL SYSTEM-BIKE/WALK TOTAL	100,000.00	.00	5,459.50	5.46	94,540.50
	POOL TOTAL	100,000.00	.00	.00	.00	100,000.00
	SENIOR COMMUNITY CENTER TOTAL	.00	4,274.06	5,708.62	.00	5,708.62-
	FIELDHOUSE TOTAL	2,320,000.00	219,331.74	3,006,357.75	129.58	686,357.75-

CITY OF NEVADA
BUDGET REPORT
CALENDAR 1/2024, FISCAL 7/2024

CCOUNT NUMBER	ACCOUNT TITLE	PCT OF FISCAL YTD 58.3%		YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
		TOTAL BUDGET	MTD BALANCE			
	CAPITAL PROJECTS TOTAL	4,847,200.00	389,260.00	4,446,896.48	91.74	400,303.52
	WTR 2012C BOND TOTAL	460,350.00	.00	15,175.00	3.30	445,175.00
	WWT DEBT TOTAL	1,363,200.00	.00	493,640.24	36.21	869,559.76
	WATER TOTAL	50,490.00	.00	23,707.76	46.96	26,782.24
	WATER-PLANT/PUMPS TOTAL	1,010,062.00	60,026.95	660,681.24	65.41	349,380.76
	TOTAL	.00	113.00	42,248.30	.00	42,248.30
	WATER-LINES-INST & O&M TOTAL	81,458.00	2,769.17	33,023.63	40.54	48,434.37
	WATER ACCOUNTING TOTAL	382,675.00	30,752.51	231,746.86	60.56	150,928.14
	WASTEWATER PLANT TOTAL	1,451,001.00	41,867.44	548,313.42	37.79	902,687.58
	WASTSEWATER COLLECTION TOTAL	21,904,560.00	545,408.71	9,936,777.30	45.36	11,967,782.70
	WASTEWATER ACCOUNTING TOTAL	253,325.00	19,358.91	146,342.44	57.77	106,982.56
	LANDFILL/CARBAGE TOTAL	74,700.00	53.54	73,086.94	97.84	1,613.06
	STORM WATER TOTAL	70,900.00	73.50	26,200.49	36.95	44,699.51
	ENTERPRISE FUNDS TOTAL	27,102,721.00	700,423.73	12,230,943.62	45.13	14,871,777.38
	TRANSFERS IN/OUT TOTAL	6,569,463.00	.00	2,564,350.00	39.03	4,005,113.00
	TRANSFER OUT TOTAL	6,569,463.00	.00	2,564,350.00	39.03	4,005,113.00
	TOTAL EXPENSES	47,595,826.00	1,718,546.63	23,319,076.31	48.99	24,276,749.69

CITY OF NEVADA
REVENUE REPORT
CALENDAR 1/2024, FISCAL
BUDGET
ESTIMATE

7/2024
MTD
BALANCE

PCT OF FISCAL YTD
YTD PERCENT
BALANCE RECVD

58.3%
UNCOLLECTED

ACCOUNT NUMBER	ACCOUNT TITLE					
	GENERAL TOTAL	4,156,643.00	69,290.50	2,078,932.65	50.01	2,077,710.35
	HOTEL MOTEL TOTAL	4,100.00	44.61	3,136.98	76.51	963.02
	ROAD USE TAX TOTAL	1,016,901.00	92,516.22	629,241.12	61.88	387,659.88
	EMPLOYEE BENEFITS TOTAL	633,163.00	4,631.83	364,611.15	57.59	268,551.85
	RUT CAPITAL TOTAL	303,000.00	1,383.67	312,618.37	103.17	9,618.37-
	EMERGENCY FUND TOTAL	78,467.00	568.31	45,218.30	57.63	33,248.70
	LOCAL OPTION SALES TAX TOTAL	1,020,000.00	111,270.24	839,913.28	82.34	180,086.72
	TAX INCREMENT FINANCING TOTAL	588,552.00	13,085.93	375,485.08	63.80	213,066.92
	LMI-SUBFUND TOTAL	80,786.00	.00	.00	.00	80,786.00
	RESTRICTED GIFTS TOTAL	25.00	13.49	80.81	323.24	55.81-
	CEMETARY CIP/LAND TOTAL	200.00	123.84	742.23	371.12	542.23-
	LIBRARY TRUST TOTAL	3,100.00	30.49	9,845.53	317.60	6,745.53-
	FIRE TRUST TOTAL	120.00	80.99	485.43	404.53	365.43-
	SCORE-UNDESIGNATED TOTAL	50.00	26.40	158.24	316.48	108.24-
	SCORE O&M TOTAL	5.00	1.23	7.35	147.00	2.35-
	NORTH STORY BASEBALL TOTAL	24,000.00	18.04	111.79	.47	23,888.21
	SENIOR CENTER TRUST TOTAL	710.00	46.54	278.94	39.29	431.06

CITY OF NEVADA
REVENUE REPORT
CALENDAR 1/2024, FISCAL
BUDGET
ESTIMATE

7/2024
MTD
BALANCE

PCT OF FISCAL YTD
YTD PERCENT
BALANCE RECVD

ACCOUNT NUMBER

ACCOUNT TITLE

UNCOLLECTED

GATES HALL PIANO TOTAL	100.00	88.21	528.69	528.69	428.69-
ASSET FORFEITURE TOTAL	100.00	56.56	338.99	338.99	238.99-
PARK OPEN SPACE TOTAL	34,300.00	1,630.67	31,784.16	92.67	2,515.84
COLUMBARIAN MAINTENANCE TOTAL	220.00	24.42	384.97	174.99	164.97-
TRAIL MAINTENANCE TOTAL	20,150.00	233.89	21,249.82	105.46	1,099.82-
DANIELSON TRUST TOTAL	1,600.00	1,061.94	9,546.70	596.67	7,946.70-
LIB BLDG TRUST TOTAL	.00	.91	5.44	.00	5.44-
TREES FOREVER TOTAL	75.00	21.17	126.89	169.19	51.89-
4TH OF JULY TRUST TOTAL	2,575.00	40.97	4,083.44	158.58	1,508.44-
COMMUNITY BAND TOTAL	1,000.00	6.34	141.61	14.16	858.39
DEBT SERVICE TOTAL	1,621,946.00	8,435.62	505,976.51	31.20	1,115,969.49
CH CAMPUS PROJ TOTAL	.00	2.72	16.32	.00	16.32-
LIBRARY ADDITION TOTAL	97,463.00	448.31	97,475.73	100.01	12.73-
SC/FIELDHOUSE TOTAL	4,570,000.00	1,058.23	296,161.11	6.48	4,273,838.89
SPLASHPAD PROJECT TOTAL	400,000.00	1,776.74	407,396.40	101.85	7,396.40-
SIDEWALK IMPROVEMENTS TOTAL	30,000.00	890.30	24,075.76	80.25	5,924.24
2019 CIP WORK TOTAL	.00	7,146.07	42,830.52	.00	42,830.52-

CITY OF NEVADA
REVENUE REPORT
CALENDAR 1/2024, FISCAL
BUDGET
ESTIMATE

7/2024
MTD
BALANCE

PCT OF FISCAL YTD
YTD PERCENT
BALANCE RECVD

58.3%
UNCOLLECTED

ACCOUNT NUMBER	ACCOUNT TITLE					
	IDOT S14 PROJ, TRAIL TOTAL	434,370.00	.00	.00	.00	434,370.00
	TRAIL CIP RESERVE PROJTS TOTA	76,230.00	2,863.28	13,956.74	18.31	62,273.26
	ARP FUNDS TOTAL	10,000.00	4,620.25	27,691.82	276.92	17,691.82-
	PERPETUAL CARE TOTAL	3,800.00	.00	2,210.00	58.16	1,590.00
	WATER TOTAL	2,440,525.00	247,818.45	1,897,056.84	77.73	543,468.16
	WATER DEPOSITS TOTAL	25,000.00	1,393.81	10,389.93	41.56	14,610.07
	WATER PLANT UPGRADE RSRV TOTA	212,000.00	7,813.79	245,206.27	115.66	33,206.27-
	WATER 2012C/2020B BOND TOTAL	460,350.00	.00	460,350.00	100.00	.00
	WATER CAPITAL REVOLVING TOTAL	128,000.00	.00	126,104.85	98.52	1,895.15
	SEWER TOTAL	2,584,687.00	294,042.92	2,223,576.78	86.03	361,110.22
	SEWER SRF REVOLVING TOTAL	1,773,583.00	6,099.01	42,926.10	2.42	1,730,656.90
	SEWER CONSTRUCTION TOTAL	345,000.00	39,254.18	505,003.72	146.38	160,003.72-
	SEWER CAP IMP PROJECT TOTAL	15,000,000.00	526,791.21	9,775,554.37	65.17	5,224,445.63
	SEWER EQUIP REVOLVING TOTAL	152,000.00	1,684.97	160,331.23	105.48	8,331.23-
	SRF SPONSORED PROJECT TOTAL	1,500,000.00	.00	.00	.00	1,500,000.00
	LANDFILL/GARBAGE TOTAL	73,700.00	6,075.46	42,229.52	57.30	31,470.48
	STORM WATER TOTAL	177,900.00	19,909.25	134,471.06	75.59	43,428.94

CITY OF NEVADA
REVENUE REPORT
CALENDAR 1/2024, FISCAL 7/2024

PCT OF FISCAL YTD 58.3%
YTD PERCENT
BALANCE RECVD

COUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	PCT OF FISCAL YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	REVOLVING FUND TOTAL	510,000.00	9,783.64	709,295.11	139.08	199,295.11-
	FLEX BENEFIT REVOLVING TOTAL	.00	2,936.98	36,227.14	.00	36,227.14-
	HEALTH INS, SELF FUND TOTAL	.00	39,792.35	269,311.76	.00	269,311.76-
	OTHER INTERNAL SERV FUND TOTA	1,000.00	1,435.25	8,602.30	860.23	7,602.30-
	TOTAL REVENUE BY FUND	40,597,496.00	1,528,370.20	22,793,485.85	56.15	17,804,010.15

**IOWA ECONOMIC DEVELOPMENT AUTHORITY
IOWA DOWNTOWN RESOURCE CENTER
COMMUNITY CATALYST & REMEDIATION GRANT PROGRAM**

GRANTEE: City of Nevada
AGREEMENT NUMBER: 21-CTBF-020
DATE OF AWARD LETTER: June 14, 2021
PROJECT COMPLETION DATE: June 14, 2023
GRANT AMOUNT: \$100,000

THIS Community Catalyst Building Remediation Grant Agreement ("Agreement") is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315 ("Authority" or "IEDA") and the City of Nevada, 1015 6th Street, Nevada, Iowa 50201 ("Grantee") (Collectively "the Parties").

WHEREAS, the Authority established a Community Catalyst Building Remediation Fund pursuant to Iowa Code section 15.231 for the purpose of providing grants to cities for the remediation of underutilized buildings; and

WHEREAS, the Grantee submitted a grant application to the Authority and the Authority determined that the Grantee and its proposed Project are eligible for a Community Catalyst Building Remediation Grant ("Grant") and approved the Application; and

WHEREAS, in approving the Application, the Authority has relied upon the Grantee's representations of proposed Project activities, the Grantee's management and financial condition, investment of other Project funds, and other material information contained in the application;

WHEREAS, the Grantee accepts the Grant upon the terms and conditions set out in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

1. **COSTS DIRECTLY RELATED.** "Costs Directly Related" means expenditures that are incurred for the acquisition, deconstruction, disposal, redevelopment, or rehabilitation of the community catalyst that is the subject of the Project to the extent that the expenditures are attributable directly to the remediation or redevelopment of the community catalyst. Examples of "Costs Directly Related" and costs that are not directly related are set out at 261 IAC 45.2 Definitions.
2. **GRANTEE.** "Grantee" means the entity described above whose application for a Grant was approved by IEDA.
3. **IOWAGRANTS.GOV.** "IowaGrants.gov" means Iowa's Funding Opportunity Search and Grant Management System. The Authority reserves the right to require the Recipient to utilize IowaGrants.gov to conduct business associated with this Agreement.
4. **PROJECT.** "Project" means the activities and other obligations to be performed or accomplished by the Grantee as described in this Agreement, in the Agreement Scope of Work attached hereto, in the award letter, and in the application submitted through IowaGrants.gov, including but not limited to, the "Scope of Project and Budget" portion of the application.
5. **PROJECT COMPLETION PERIOD.** "Project Completion Period" means the period commencing with the Date of Award Letter and ending with the Project Completion Date set out above.
6. **PROJECT MID-POINT.** "Project Mid-Point" means the point at which the Grantee has incurred Costs Directly Related to the Project. The maximum mid-point draw is up to 60% of the Grant Amount.
7. **PRIOR EXPENSES.** No expenditures made prior to the Date of Award Letter may be included as Project costs for the purpose of this Agreement.
8. **UTILIZATION OF CONSULTANT(S).** The Grantee is responsible for recruiting and selecting consultants and for setting out the terms and conditions under which the consultant(s) shall provide services. The Authority may require the Grantee to retain a consultant or consultants as set out in the Agreement Scope of Work attached hereto.
9. **TOTAL PAYMENT.** Total payment of state funds under this Agreement shall not exceed \$100,000 for Costs Directly Related to the Project as shown in the approved application unless modified by written amendment of this Agreement. All payments under this Agreement are subject to receipt by the IEDA of sufficient State funds for this activity. Any termination, reduction or delay of state funds to the IEDA shall, at the option of the IEDA, result in the termination, reduction, or delay of state funds to the Grantee.
10. **REPAYMENT OBLIGATION.** In the event that any state and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of this Agreement or the laws applicable to the expenditure of such funds, the Grantee shall be liable to IEDA for the full amount of any claim disallowed and for all related penalties incurred. If IEDA determines at any time, whether through monitoring, audit, closeout procedures or by other means that the Grantee has received grant funds or requested reimbursement for costs which are unallowable under the terms of this Agreement or applicable laws, the Grantee will be notified of the questioned costs and given an opportunity to justify questioned costs prior to IEDA's final determination of the disallowance of costs. If it is IEDA's final determination that costs previously paid by IEDA are not allowable under the terms of this Agreement, the expenditures will be disallowed and the Grantee shall immediately repay to IEDA any and all disallowed costs. The requirements of this paragraph shall apply to the Grantee as well as any subcontractors.

008U-24-269



86142680
\$****40,000.00
02/13/2024
GAX 24JBGAX329

00093
NEVADA CITY OF
1209 6TH ST
NEVADA IA 50201

FOR QUESTIONS, CONTACT:
IOWA ECONOMIC DEVELOPMENT AUTHORITY
515-348-6148

LINE #	UNIT	CHECK DESCRIPTION	INVOICE #	INVOICE DATE	AMOUNT
01		CATALYST BUILDING REMEDIATION 21-CTBF-020			\$ 40,000.00

160-520-4442
JLA, Tipton Bldg Final Draw
[Signature]

TOTAL AMOUNT
\$****40,000.00

ACH001

For additional information about this payment, please go to <https://i3public.iowa.gov/payments/index.faces>

Account Numbers

008U-24-269-000-0026-4124

DATE 02-13-24

No. 86142680

NOT NEGOTIABLE

FORTY THOUSAND DOLLARS NO CENTS

AMOUNT

NEVADA CITY OF
1209 6TH ST
NEVADA IA 50201

\$****40,000.00
24JBGAX329

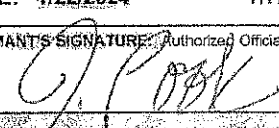
Per your authorization, the State of Iowa deposited this payment to the financial institution of your choice. Deposit date is three working days from the date above.

86142680

P.23

STATE OF IOWA

GAX

BUDGET FY		General Accounting Expenditure										DOCUMENT NUMBER																												
		DATE 1/22/2024				ACCTG PERIOD (mm/yy)																																		
VENDOR CODE 42-6005023				AGENCY NAME																																				
VENDOR NAME AND ADDRESS City of Nevada 1209 6th Street Nevada IA 50201				BILL TO ADDRESS (ORDERING AGENCY) Iowa Economic Development Authority 1963 Bell Avenue, Suite 200 Des Moines, IA 50315						SHIP TO ADDRESS																														
TERMS		FOB		ORDER APPROVED BY						GOODS RECEIVED/SERVICES PERFORMED DATE INITIALS																														
QUANTITY				VENDOR'S INVOICE NUMBER																																				
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2"></th> <th rowspan="2">Line item</th> <th rowspan="2">Contract budget*</th> <th colspan="3">Expenditures</th> </tr> <tr> <th>Since Last Report (1)</th> <th>Previous Total (2)</th> <th>Cumulative Expenditures (1+2)</th> </tr> </thead> <tbody> <tr> <td></td> <td>Project Expenses Eligible for Reimbursement</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>Grant Contract and approved budget in IowaGrants.gov</td> <td>Up to \$ 100,000.00</td> <td>\$40,000.00</td> <td>\$60,000.00</td> <td>\$100,000.00</td> </tr> <tr> <td></td> <td>Project Name: S.E. Briggs Block (Tiptons) Project Address: 1104 6th Street Nevada, IA 50201</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>															Line item	Contract budget*	Expenditures			Since Last Report (1)	Previous Total (2)	Cumulative Expenditures (1+2)		Project Expenses Eligible for Reimbursement						Grant Contract and approved budget in IowaGrants.gov	Up to \$ 100,000.00	\$40,000.00	\$60,000.00	\$100,000.00		Project Name: S.E. Briggs Block (Tiptons) Project Address: 1104 6th Street Nevada, IA 50201				
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CONTRACT NUMBER: 21-CTBF-020						Funds Requested		\$ 100,000.00																																
DRAW # 2						Less: Funds Requested to Date		\$60,000.00																																
						NET REQUEST		\$40,000.00																																
CLAIMANT'S CERTIFICATION I CERTIFY THAT THE ITEMS FOR WHICH PAYMENT IS CLAIMED WERE FURNISHED FOR STATE BUSINESS UNDER THE AUTHORITY OF THE LAW AND THAT THE CHARGES ARE REASONABLE, PROPER, AND CORRECT, AND NO PART OF THIS CLAIM HAS BEEN PAID. DATE: 1/22/2024 TITLE: City Administrator						AGENCY CERTIFICATION I CERTIFY THAT THE ABOVE EXPENSES WERE INCURRED AND THE AMOUNTS ARE CORRECT AND SHOULD BE PAID FROM THE FUNDS APPROPRIATED BY: CODE OR CHAPTER SECTION(S)																																		
CLAIMANT'S SIGNATURE:  Authorized Official for Grantee - i.e. City (Mayor) or MSI Program (Board Pres.)						AUTHORIZED SIGNATURE																																		
THE FOLLOWING FIELDS ARE FOR STATE ACCOUNTING USE ONLY																																								
DOC TYPE (GAX) GAX	DOC NUMBER		DOC DATE		ACCTG PRD	BUDGET FY	ACTION NEW/MOD	PO SHIP INSTR	GAX TYPE	INT IND	INT SELLER FUND	INT SELLER ACCY																												
VENDOR CODE 42-6005023		ADDR OVERRIDE	F/A INDICATOR	EFT IND N	TEXT -po's only (Y/N)		TEXT (po's only)																																	
REF DOC TYPE	REF DOC NUMBER		REF DOC LINE	COM LN	VEND INVOICE #			COMMODITY CODE			GS CONTRACT																													
LINE	FUND	AGCY	ORG	SUB ORG	ACTV	FUNC	OBJT	SUB OBJT	JOB NUMBER	REP CAT	QUANTITY UNITS	DESCRIPTION	AMOUNT	UD																										
01																																								
02																																								
DOCUMENT TOTAL													\$																											
GAX		WARRANT #		AUDITED BY				PAID DATE																																

CHECK IS NOT VALID IF PINK BOX TO RIGHT IS NOT VISIBLE

JAAK Investors, LLC
1110 6TH STREET
NEVADA IA 50201

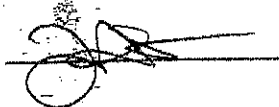
State Bank & Trust Co.
1025 6th St
Nevada IA 50201

Check No. 2003

Sixteen Thousand Eight Hundred Dollars and No Cents

Date Amount
07/19/2023 *****\$16,800.00

Pay Mechanical Comfort, Inc.
to the 302 Sondrol Avenue
Order Ames IA 50010
of



⑈00002003⑈ ⑆073921831⑆ 310968⑈

For Deposit Only
U.S. Bank

PAY TO THE ORDER OF
US BANK
073000545
FOR DEPOSIT ONLY
MECHANICAL COMFORT INC
196455527396

0920315772
2023-07-25

Credited to Acct
196455527396
Return Acct 196455527396



Invoice

Date: 6/30/2023

Invoice No.: 47893

Bill to: Jon Augustus
1110 6th Street
Nevada, IA 50021

Service at: Augustus; Jon
1110 6th Street
Nevada, IA 50021

Customer ID: AUGUSJON

Reference: Work Order 85322

Terms: Net 30

PO Number:

Work Requested: Jon's Apts. @ 1104 6th St. Nevada - Install HVAC for (4) Apts., as quoted.

Item	Description	Quantity	Unit Price	Amount
Misc. & Job Specific Parts				
	Progress Billing: 95.00% Complete	1.00	16,800.00	16,800.00
			Subtotal	16,800.00

A 1.5% service charge will be assessed on amounts over 30 days past due.

\$25.00 charge plus any bank charges on all returned checks.

ALL CREDIT CARD TRANSACTIONS ARE SUBJECT TO A 4% CONVENIENCE FEE.

* Daily Service Reports are now sent electronically, immediately following a technicians departure. Please email service@mci-hvacr.com if you did not receive a report.

Subtotal:	16,800.00
Sales Tax:	0.00
Total Due:	16,800.00

Jon Augustus

From: VIKING AUTOMATIC SPRINKLER COMPA <noreply@elavon.com>
Sent: Friday, November 17, 2023 4:19 PM
To: Jon Augustus
Subject: Order Confirmation

\$12,500.00 USD

11/17/2023 04:19:25 PM

VIKING AUTOMATIC SPRINKLER COMPA

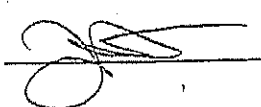
Transaction Type	CONVERSIONONLY
Payment	E-Check TO*****9680
Transaction ID	171123039-D82DFBFF-4B38-4A00-9D52-479FB3ED3AB6
Approval Code	680352
Description	1025-C025246

Total \$12,500.00 USD

I authorize VIKING AUTOMATIC SPRINKLER COMPA to use information above to initiate an electronic fund transfer from my account or to process the payment as a check transaction or bank drawn draft from my account for the amount of \$12500.00. If my payment is returned due to insufficient funds, I authorize VIKING AUTOMATIC SPRINKLER COMPA to make a one-time electronic funds transfer or to use a bank draft drawn from my account to collect a fee as allowed by state law. Returned Check Fee: Min = \$20.00

Bill To

JAAK Investors, LLC
Jon Augustus
1110 6th Street
Nevada IA 50201
5153825481
jona@kockler.com

CHECKS NOT VALID FOR DEPOSIT ON OTHER BANKS		
JAAK Investors, LLC 1110 6TH STREET NEVADA IA 50201	State Bank & Trust Co. 1025 6th St Nevada IA 50201	Check No. 2004
Thirty-Four Thousand One Hundred Sixty-Three Dollars and 38 Cents		
	Date 07/19/2023	Amount *****\$34,163.38
Pay SRP Construction, LLC to the 120 E Ave Order Nevada IA 50201 of		
		
⑈00002004⑈ ⑆073921831⑆ 340968⑈		

0001290504

>073921831<
State Bank and Trust Co.
2023-07-19
0001290504
Batch 208917430

INVOICE

SRP Construction LLC
120 E Ave
Nevada, Iowa 50201
United States

Phone: 515-441-0773
Fax: spciowa@gmail.com

BILL TO
1104 6th St
Jon

7128303511
Jona@kockler.com

Invoice Number: 1041

Invoice Date: July 16, 2023

Payment Due: August 15, 2023

Amount Due (USD): \$30,000.00

Items	Quantity	Price	Amount
Service Drywall open concept areas in 4 apartments between ceiling and roofline and apply tape with 3 coats of mud	1662	\$5.00	\$8,310.00
Service Drywall remaining high ceilings with 5/8 drywall and apply tape with 3 coats of mud	2745	\$3.50	\$9,607.50
Service Drywall all framed walls and apply tape with 3 coats of mud	18390	\$2.75	\$50,572.50
Service have drywall boom lift and scattered throughout building	1	\$3,000.00	\$3,000.00
Service sand and apply orange peal light texture to all walls and ceilings	0	\$0.00	\$0.00
deduction lowered ceilings in closets and bathrooms estimate reduction	1	(\$4,992.75)	(\$4,992.75)

Subtotal: \$66,497.25

partial drywall bill for work completed: (\$36,497.25)

Total: \$30,000.00

Amount Due (USD): \$30,000.00

CHECK IS NOT VALID IF PINK BOX TO RIGHT IS NOT VISIBLE

JAAK Investors, LLC
1110 6TH STREET
NEVADA IA 50201

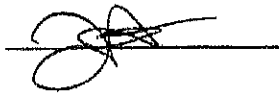
State Bank & Trust Co.
1025 6th St
Nevada IA 50201

Check No. 2002

Twenty-Five Thousand One Hundred Fifty-Nine Dollars and 63 Cents

Date	Amount
07/19/2023	*****\$25,159.63

Pay Matthews White Plumbing, LLC
to the PO Box 445
Order Maxwell IA 50161
of



⑈00002002⑈ ⑆073921831⑆ 310968⑈

0920315022
2023-07-25



INVOICE

Matthews White Plumbing LLC office@matthewswhiteplumbing.com
PO Box 445 +1 (515) 231-5738
Maxwell, IA 50161



Jon Augustus

Bill to	Invoice details
Jon Augustus	Invoice no.: 1755
Kockler	Terms: Net 30
1110 6th St	Invoice date: 07/17/2023
Nevada, IA 50201	Due date: 08/16/2023

Product or service		Amount
1.	Kockler Apartments 80% Project Completion	\$0.00
	Rough-in plumbing complete Plumbing faucets and fixtures delivered to jobsite.	
2.	14 Plumbing 40% of Bld	1 unit x \$19,920.00 \$19,920.00
3.	*\$9,960 remaining on bid. Basement plumbing tie-ins and fixture install left on project 7/17/23	\$0.00
Total		\$19,920.00

Ways to pay

BANK

Thank you for your business! We accept cash, checks, bank transfers and for a fee, credit and debit cards. Please email us at office@matthewswhiteplumbing.com if you'd like to pay by card. A late fee will be added after 31 days of no payment.



INVOICE

Matthews White Plumbing LLC office@matthewswhiteplumbing.com
PO Box 445 +1 (515) 231-5738
Maxwell, IA 50161



Jon Augustus

Bill to	Invoice details
Jon Augustus	Invoice no.: 1753
Kockler	Terms: Net 30
1110 6th St	Invoice date: 07/17/2023
Nevada, IA 50201	Due date: 08/16/2023

Product or service		Amount
1.		\$0.00
	Hair salon underground plumbing rough-in	
2.	14 Plumbing	1 unit x \$2,745.00
	Labor	\$2,745.00
3.	14 Plumbing	1 unit x \$819.08
	Material	\$819.08
Total		\$3,564.08

Ways to pay

BANK

Thank you for your business! We accept cash, checks, bank transfers and for a fee, credit and debit cards. Please email us at office@matthewswhiteplumbing.com if you'd like to pay by card. A late fee will be added after 31 days of no payment.



Item # 4E
Date: 2-21-24

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the Feb. 26, 2024 Council Agenda

Business Name Lincoln Tap Phone Number _____

Address _____

Manager's Name _____ Phone Number _____

Address _____

Owners Name _____ Phone Number _____

Address _____

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

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

2-20-24
Date

DAR
FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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

- ① - Fire EXT. exp 11/22 1#2 will call City Hall when corrected
- ② - Emergency light Dead
- ③ - Warned about extension cord use



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Tabloo LLC	Lincoln Tap	(515) 450-9688		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
835 6th Street	Ste 3	Nevada	Story	50201
MAILING ADDRESS	CITY	STATE	ZIP	
835 6th Street Ste 3	Nevada	Iowa	50201	

Contact Person

NAME	PHONE	EMAIL
Jason Crimmins	(515) 450-9688	tabloolc@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0045132	Class C Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Mar 1, 2024	Feb 28, 2025	

SUB-PERMITS

Class C Retail Alcohol License



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Tabloo LLC	Lincoln Tap	(515) 450-9688		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
835 6th Street	Ste 3	Nevada	Story	50201
MAILING ADDRESS	CITY	STATE	ZIP	
835 6th Street Ste 3	Nevada	Iowa	50201	

Contact Person

NAME	PHONE	EMAIL
Jason Crimmins	(515) 450-9688	tabloolc@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0045132	Class C Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Mar 1, 2024	Feb 28, 2025	

SUB-PERMITS

Class C Retail Alcohol License

Item # 4F
Date: 2-20-24

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



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

February 22, 2024

TO: Mayor - City Council Members
City Administrator Jordan Cook

FROM: Kerin Wright, City Clerk

Attached is the FY24 Budget Amendment #1.

Due to the Field House timing and delays the budget for FY24 was not appropriately set. We are nearing the budget now and we need to amend before more payments are due. This amendment will increase the capital projects for the final payments that will be needed in the coming months along with some of the other projects that have begun planning stages.

There will be another Amendment probably around the end of April with the other unexpected costs and repairs. Some unforeseen and others were planned in FY23 but not completed until this fiscal year.

Please let me know if you have any questions or concerns. Thank you!

Kerin Wright
City Clerk/Finance Director

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET

City of NEVADA
Fiscal Year July 1, 2023 - June 30, 2024

The City of NEVADA will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2024

Meeting Date/Time: 3/11/2024 08:00 PM

Contact: Kerin Wright

Phone: (515) 382-5466 ext: 225

Meeting Location: Nevada City Hall, 1209 6th Street, Nevada IA

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	4,227,109	0	4,227,109
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	4,227,109	0	4,227,109
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	576,552	0	576,552
Other City Taxes	6	1,068,208	0	1,068,208
Licenses & Permits	7	78,300	0	78,300
Use of Money & Property	8	199,460	0	199,460
Intergovernmental	9	1,061,187	0	1,061,187
Charges for Service	10	5,552,097	0	5,552,097
Special Assessments	11	0	0	0
Miscellaneous	12	1,765,120	0	1,765,120
Other Financing Sources	13	19,500,000	0	19,500,000
Transfers In	14	6,569,463	0	6,569,463
Total Revenues & Other Sources	15	40,597,496	0	40,597,496
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	1,863,768	0	1,863,768
Public Works	17	1,415,924	0	1,415,924
Health and Social Services	18	53,000	0	53,000
Culture and Recreation	19	2,006,438	0	2,006,438
Community and Economic Development	20	934,085	0	934,085
General Government	21	892,932	0	892,932
Debt Service	22	1,910,295	0	1,910,295
Capital Projects	23	4,847,200	2,000,000	6,847,200
Total Government Activities Expenditures	24	13,923,642	2,000,000	15,923,642
Business Type/Enterprise	25	27,102,721	0	27,102,721
Total Gov Activities & Business Expenditures	26	41,026,363	2,000,000	43,026,363
Transfers Out	27	6,569,463	0	6,569,463
Total Expenditures/Transfers Out	28	47,595,826	2,000,000	49,595,826
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-6,998,330	-2,000,000	-8,998,330
Beginning Fund Balance July 1, 2023	30	31,975,539	0	31,975,539
Ending Fund Balance June 30, 2024	31	24,977,209	-2,000,000	22,977,209

Explanation of Changes: Fieldhouse Project was delayed and causing more expense in FY24 budget than anticipated.

Item # 4G
Date: 2-21-24



February 22, 2024

Ref: 2415
Project No.: NHSX-030-5(259)--3H-85
PIN No.: 13-85-030-010-02

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

Subject: US 30 Bridge - New Project Detour Agreement with City of Nevada - Signed Agreement

Dear Jordan:

Enclosed you will find a fully executed detour agreement for the Bridge - New project on US 30 580th Ave.

Once the project has concluded, I will contact you with information about the reimbursement process.

If you have any questions, please contact me at 515-239-1560 or donna.matulac@iowadot.us.

Sincerely,

Donna Matulac
District 1 Design Engineer

DM

Enclosure

cc: Allison Smyth, IA DOT, District 1
Jeremey Vortherms, IA DOT, District 1
Bob Ellis, IA DOT, District 1
Scott Robinson, IA DOT, Ames Maintenance
Scott Nixon, IA DOT, District 1
Jenny Hoskins, IDOT, Jefferson Construction
File



AGREEMENT FOR DOT-INITIATED DETOUR OF PRIMARY HIGHWAYS ONTO LOCAL ROADS

This Agreement is entered into by and between the Iowa Department of Transportation, hereinafter known as the DOT; and the

City of Nevada

☒ City Council

☐ County Board of Supervisors, hereinafter known as the Local Public Agency (LPA).

WHEREAS, the DOT, hereinafter known as DOT, has determined the necessity to temporarily close primary highway US 30

from 590th to 600th

for the purpose of construction, reconstruction, maintenance, natural disasters, or other emergencies that are 48 hours or longer (incident management temporary detours are covered under a separate detour agreement (Form 810076)); and

WHEREAS, it is necessary to provide a detour for the primary highway closure period; and

WHEREAS, the LPA agrees to permit the use of its roads as a detour, more particularly described as follows:

On E. Lincoln Way from 590th Ave. to 600th Ave.;

; and

WHEREAS, Authorized representatives of both the DOT and the LPA have jointly inspected and documented the condition of the proposed detour to reasonably reflect the condition of the roadway base, surface, shoulders and bridges; and

WHEREAS, the DOT has reviewed and inspected the bridges on the detour, if applicable. The LPA ☐ will ☒ will not allow ☒ oversize and/or ☒ overweight loads. The DOT shall approve the routing of overweight vehicles on the detour route, up to the limits specified by the LPA; and

WHEREAS, the DOT agrees to perform the following pre-detour maintenance, if any:

None

; and

WHEREAS, the DOT agrees to maintain the detour and provide all traffic control devices required by the Manual of Uniform Traffic Control Devices (MUTCD), as adopted by the DOT pursuant to 781 IAC 130, including the marking of no-passing zones during the period the local agency road(s) and structure(s) are being utilized as a primary road detour; and

WHEREAS, Prior to revocation of the detour, the DOT shall follow Iowa DOT Policy 600.05 for detour compensation of the LPA, and when requested by the LPA, either restore the local agency road to as good of condition as it was prior to its designation as a temporary primary road, or adequately compensate the local agency for excessive traffic or damage upon the local agency road during the period it was used as a temporary primary road, in accordance with Section 313.28 or Section 313.29 of the Iowa Code and Iowa DOT Policy 600.05; and

WHEREAS, The detour period is estimated to begin February 26, 2024 and end March 1, 2024; and
(date) (date)

WHEREAS, the parties agree to the following additional provisions, if any:

None

NOW, THEREFORE, BE IT AGREED that the described road be used as a detour under stipulations outlined above.

IN WITNESS WHEREOF, The parties hereto have caused this agreement to be executed by proper officers thereunto duly authorized as of the dates below indicated.

[Signature]
District Engineer (or designee)
Iowa Department of Transportation

2-21-24
Date

[Signature]
City representative

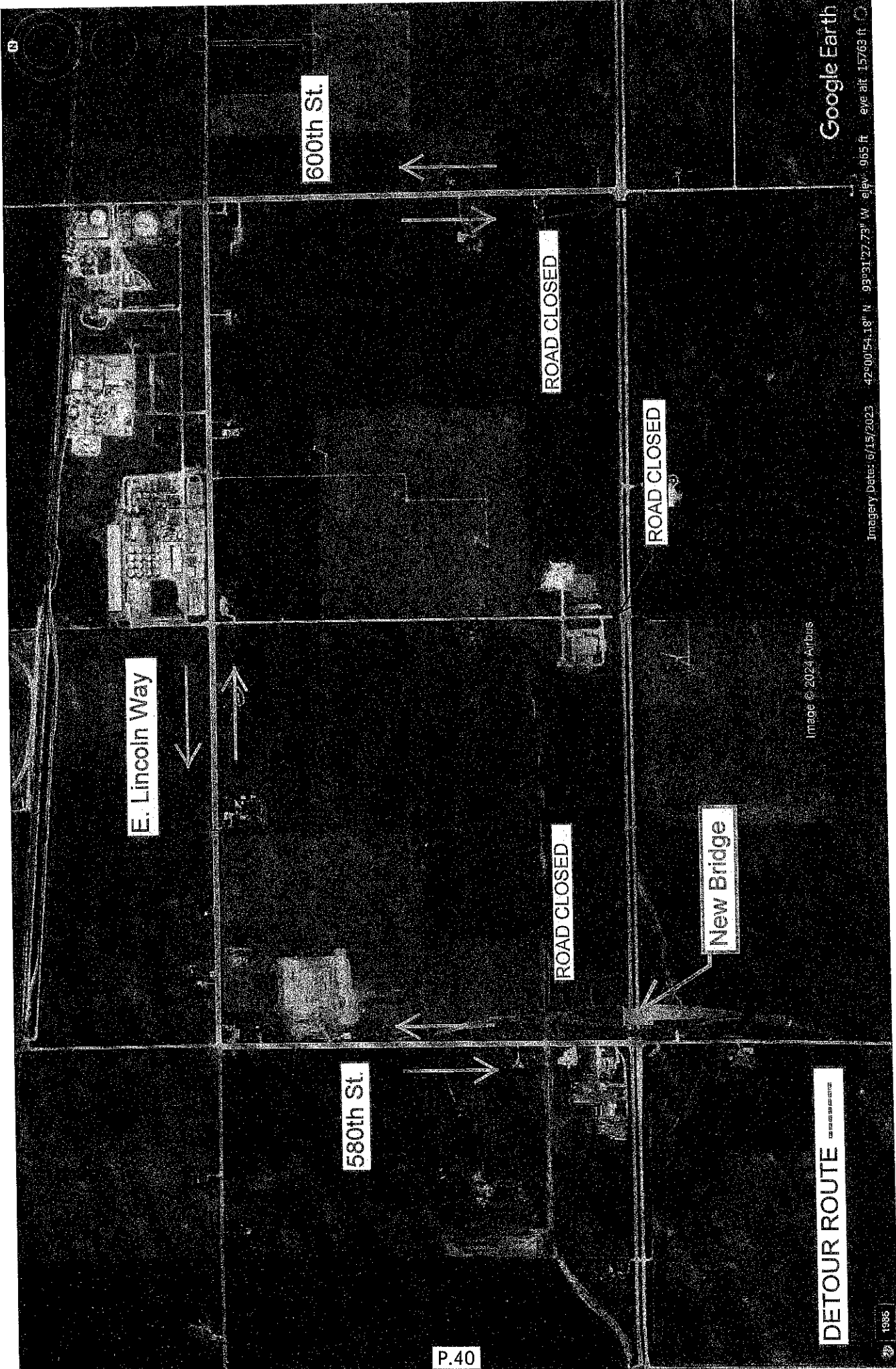
2-20-24
Date

Printed name and title of city representative

County representative

Date

Printed name and title of county representative



Google Earth

Imagery Date: 6/15/2023 42°00'54.18" N 93°31'27.73" W elev: 965 ft eye alt: 15763 ft

Image © 2024 Airbus

E. Lincoln Way

600th St.

580th St.

ROAD CLOSED

ROAD CLOSED

ROAD CLOSED

New Bridge

DETOUR ROUTE

P.40

1986

RESOLUTION NO. 050 (2023/2024)**A RESOLUTION APPROVING THE PROPOSED PROPERTY TAX LEVY
FOR FY2024/2025 BUDGET**

WHEREAS, The City Council of the City of Nevada, Iowa, is preparing the annual budget for Fiscal Year 2024/2025; and

WHEREAS, Iowa HF 718 requires a public hearing on the Proposed Property Tax Levy for Fiscal Year 2024/2025 where any resident or taxpayer of the City may present oral or written testimony regarding the levy to the City Council; and

WHEREAS, the City Council of the City of Nevada has set Monday, March 25th, 2024, at 6:00 P.M. at Nevada City Hall Council Chambers, 1209 6th Street, Nevada, Iowa, as the date, time and place for the public hearing; and

NOW THEREFORE BE IT RESOLVED BY THE CITY OF NEVADA CITY COUNCIL, STORY COUNTY, IOWA, that the Public Hearing for the Proposed Property Tax Levy for the FY2024/2025 Budget for the City of Nevada, Iowa, has been set for Monday, March 25, 2024 at 6:00 P.M. at Nevada City Hall Council Chambers, 1209 6th Street, Nevada, Iowa. The City Clerk is authorized to publish notice of the public hearing pertaining to the Proposed Property Tax Levy not less than ten (10) days nor more than twenty (20) days prior to the date set for the hearing and submit the proposed tax levy to Story County, Iowa, for notice to property owners.

Passed and approved this 26th day of February, 2024, by the City Council of the City of Nevada, Iowa.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

CITY NAME: NOTICE OF PUBLIC HEARING - CITY OF NEVADA - PROPOSED PROPERTY TAX LEVY
NEVADA Fiscal Year July 1, 2024 - June 30, 2025 **CITY #:** 85-820

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 3/25/2024 Meeting Time: 06:00 PM Meeting Location: Nevada City Hall, 1209 6th Street

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After the hearing of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)
www.cityofnevadaiaowa.org

City Telephone Number
(515) 382-5466 ext: 225

Iowa Department of Management	Current Year Certified Property Tax 2023 - 2024	Budget Year Effective Property Tax 2024 - 2025	Budget Year Proposed Property Tax 2024 - 2025
Taxable Valuations for Non-Debt Service	285,108,144	298,675,571	298,675,571
Consolidated General Fund	2,424,845	2,424,845	2,490,429
Operation & Maintenance of Public Transit	0	0	0
Aviation Authority	0	0	0
Liability, Property & Self Insurance	171,481	171,481	212,561
Support of Local Emergency Mgmt. Comm.	0	0	0
Unified Law Enforcement	0	0	0
Police & Fire Retirement	0	0	0
FICA & IPERS (If at General Fund Limit)	370,059	370,059	495,810
Other Employee Benefits	250,559	250,559	425,060
Capital Projects (Capital Improv. Reserve)	168,587	168,587	168,307
Taxable Value for Debt Service	305,168,406	351,367,995	351,367,995
Debt Service	836,100	836,100	673,709
CITY REGULAR TOTAL PROPERTY TAX	4,221,631	4,221,631	4,465,876
CITY REGULAR TAX RATE	14.61435	13.15026	14.61400
Taxable Value for City Ag Land	1,823,881	1,624,165	1,624,165
Ag Land	5,478	5,478	4,879
CITY AG LAND TAX RATE	3.00349	3.37281	3.00375
Tax Rate Comparison-Current VS. Proposed			
Residential property with an Actual/Assessed Value of \$100,000	Current Year Certified 2023/2024	Budget Year Proposed 2024/2025	Percent Change
City Regular Resident	799	677	-15.27
Commercial property with an Actual/Assessed Value of \$100,000	Current Year Certified 2023/2024	Budget Year Proposed 2024/2025	Percent Change
City Regular Commercial	799	677	-15.27

Note: Actual/Assessed Valuation is multiplied by a Rollback Percentage to get to the Taxable Valuation to calculate Property Taxes. Residential and Commercial properties have the same Rollback Percentage at \$100,000 Actual/Assessed Valuation.

Reasons for tax increase if proposed exceeds the current:

For FY25 it is anticipated our liability insurance and electric services will increase 20-30%. Increased costs in wages/benefits, chemicals, repairs and services have also increased.

RESOLUTION NO. 051 (2023/2024)

**A RESOLUTION PROVIDING FOR NOTICE OF INTENT TO FILL
COUNCIL (WARD 2) VACANCY BY APPOINTMENT**

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

The City Council of the City of Nevada, Iowa has determined it to be in the best interest of the City to fill the Council Member Ward 2 vacancy created by the resignation of Brian Hanson by appointment of the Council members in accordance with Iowa Code Section 372.13(2)(a). The City Clerk is authorized and directed to publish Notice of Intent to Appoint in the time and in the manner as required by law.

Passed and approved the 26th day of February, 2024.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 051 (2023/2024) be adopted.

AYES: —
NAYS: —
ABSENT: —

The Mayor declared Resolution No. 051 (2023/2024) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 051 (2023/2024) at the regular Council Meeting of the City of Nevada, Iowa, held on the 26th day of February, 2024.

Kerin Wright, City Clerk

NOTICE OF INTENT TO FILL VACANCY BY APPOINTMENT

To the Electors of the City of Nevada, Iowa:

You are hereby notified that the City Council of the City of Nevada, Iowa, has received and accepted the resignation of Brian Hanson as Council Member Ward 2 of the City of Nevada, Iowa, effective February 2, 2024, the term which expires January 1, 2026, pursuant to Section 69.2, Code of Iowa.

You are hereby notified that pursuant to Section 5.11 of the Code of Ordinances of the City of Nevada, and Section 372.13 (2) of the Code of Iowa, the Council has elected to fill the vacancy by appointment. However, the electors of the City have the right to file a petition requiring that the vacancy be filled by a special election, by filing of a petition in accordance with Iowa Code Section 372.13(2)(a) within fourteen days after publication of this notice or within fourteen days after appointment is made by the City Council, whichever is later.

The Council intends to make this appointment at their regular meeting, which will begin at 6:15 p.m. on March 25, 2024, in the Council Chambers, Nevada City Hall, 1209 6th Street, Nevada, Iowa.

Kerin Wright, City Clerk

Item # 6C
Date: 2-21-24

ORDINANCE NO. 1050 (2023/2024)

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF NEVADA, IOWA, BY REZONING THE PROPERTY AT 115 WEST LINCOLN HIGHWAY, WEST FIELD DEVELOPMENT LLC FROM UC/R-3 (URBAN CORRIDOR/URBAN FAMILY RESIDENTIAL) TO GC (GENERAL COMMERCIAL).

Be it enacted by the City Council of the City of Nevada, Iowa;

SECTION 1. ZONING AMENDMENT. The Zoning Map of the City of Nevada, Iowa, is hereby amended by rezoning parcel of land owned by West Field Development and located within the corporate limits of the City of Nevada, Iowa which is legally described as:

Lot Three (3), Four (4), Five (5), Six (6), Thirteen (13), Fourteen (14), Fifteen (15), and Sixteen (16) in West Park Addition to Nevada, Iowa

and shall be rezoned from a "UC/R-3" (Urban Corridor/Urban Family Residential) District, to a "GC" (General Commercial) District.

SECTION 2. NOTATION. The City Zoning Official shall record the ordinance number and date of passage of this Ordinance on the Official Zoning Map as required by Section 165.09(5)(B), Code of Ordinances of the City of Nevada, Iowa, 2006 as amended.

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

SECTION 4. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5. WHEN EFFECTIVE. This ordinance shall be in full force and effect from and after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this 12th day of February, 2024, through the first reading.
PASSED AND APPROVED this ___ day of February, 2024, through the second reading
PASSED AND APPROVED this ___ day of March, 2024, through the third and final reading. Enacted upon publication.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

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

The City Council of the City of Nevada, Iowa, has received a recommendation from the Planning and Zoning Commission to approve a rezoning request from the property owner, West Field Development LLC, to amend the zoning ordinance of the City of Nevada, Iowa, by changing the zoning classification on the following described property, 115 West Lincoln Highway, owned by them and located within the corporate limits of the City of Nevada, Iowa, from UC/R-3 (Urban Corridor/Urban Family Residential) to GC (General Commercial).

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

*Lot Three (3), Four (4), Five (5), Six (6), Thirteen (13), Fourteen (14), Fifteen (15),
and Sixteen (16) in West Park Addition to Nevada, Iowa*

The Planning and Zoning Commission of the City of Nevada, Iowa, held a public hearing on this request on the 12th day of December, 2023. It is their recommendation to approve the rezoning request.

The City Council of the City of Nevada, Iowa, will hold a public hearing on this request on the 12th day of February, 2024 at the City Council Meeting which is set to begin at 6:00 o'clock P.M., in the Nevada City Hall, 1209 Sixth Street, Nevada, Iowa, to consider the recommendation.

It is your right to attend this hearing and express your views concerning the proposed change, or you may submit your comments in writing to the City Clerk no later than 9:00 o'clock A.M. on the 12th day of February, 2024.

Kerin Wright
City Clerk

LOCALiQ

Ames Tribune

PO Box 631851 Cincinnati, OH 45263-1851

PROOF OF PUBLICATION

CITY CLERK'S OFFICE
City Of Nevada
1209 6Th ST

Nevada IA 50201-1536

STATE OF WISCONSIN, COUNTY OF BROWN

The Nevada Journal, a weekly newspaper printed and published at Ames, Story County, Iowa, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspaper in the issues dated:

01/25/2024

and that the fees charged are legal.

Sworn to and subscribed before on 01/25/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$33.60

Order No: 9757097

of Copies:

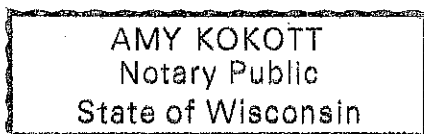
Customer No: 842186

0

PO #: LIOW0053018

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.



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

The City Council of the City of Nevada, Iowa, has received a recommendation from the Planning and Zoning Commission to approve a rezoning request from the property owner, West Field Development LLC, to amend the zoning ordinance of the City of Nevada, Iowa, by changing the zoning classification on the following described property, 115 West Lincoln Highway, owned by them and located within the corporate limits of the City of Nevada, Iowa, from UC/R-3 (Urban Corridor/Urban Family Residential) to GC (General Commercial).

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

Lot Three (3), Four (4), Five (5), Six (6), Thirteen (13), Fourteen (14), Fifteen (15), and Sixteen (16) in West Park Addition to Nevada, Iowa

The Planning and Zoning Commission of the City of Nevada, Iowa, held a public hearing on this request on the 12th day of December, 2023. It is their recommendation to approve the rezoning request.

The City Council of the City of Nevada, Iowa, will hold a public hearing on this request on the 12th day of February, 2024 at the City Council Meeting which is set to begin at 6:00 P.M., in the Nevada City Hall, 1209 Sixth Street, Nevada, Iowa, to consider the recommendation.

It is your right to attend this hearing and express your views concerning the proposed change, or you may submit your comments in writing to the City Clerk no later than 9:00 A.M. on the 12th day of February, 2024.

Kerin Wright

City Clerk

January 25 2024

L1OW0053018

City Council:

I have included an Action Form for a new platform to enter permits, nuisances and rentals.

Continuing to process permits.

Getting ready to start nuisances for yard waste and junk collection.

I am asking to forgo the third reading for the Rezoning the property at 115 W Lincoln Hwy. The reason for expediting the readings is for closing on the property. The party purchasing the property is wanting to close soon. They have submitted a building permit and site plan.

Respectfully,

Ryan Hutton
Building and Zoning Official

The OVERLAND GROUP

DILIGENCE & COMMITMENT EVERYDAY

February 21, 2024

Mayor & City Council
City of Nevada
1209 6th Street
Nevada, IA 50201

RE: Dollar General Store
Rezoning

Dear Mayor & Council Members:

As you are aware, our development group and the current owner have applied for rezoning of property at 115 West Lincoln Highway to allow construction of a Dollar General retail store.

It is our understanding that the first reading has taken place and the second reading is scheduled for February 26th. We request that City Council waive the third reading and rule on the rezoning at the February 26th hearing.

Thank you for your consideration and please let me know if you have any questions.

Sincerely,

THE OVERLAND GROUP



Jacob Stauffer

ALABAMA OFFICE:
194 NARROWS DRIVE, SUITE 1
BIRMINGHAM, AL 35242
205.995.2990

MISSOURI OFFICE:
1598 IMPERIAL CENTER, STE. 2001 | PO BOX 885
WEST PLAINS, MO 65775
417.256.4790

SID AJLTMAN

BRUCE GRISHAM

ROD HAMBY

R.B. GRISHAM

WWW.THEOVERLANDGROUP.COM

ORDINANCE NO. 1052 (2023/2024)

**AN ORDINANCE AMENDING CHAPTER 41 (PUBLIC HEALTH AND SAFETY)
OF THE CITY CODE BY ADDING LANGUAGE PERTAINING TO STORAGE TANKS**

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

SECTION 1. SECTION MODIFIED. Chapter 41 (Public Health and Safety), Section 41.17 (Leaking Storage Tanks), Section 41.18 (Abandoned Storage Tanks), and Section 41.19 (Tanks Temporarily Out of Order) is hereby amended by adding:

41.17 - Leaking storage tanks.

If underground tanks for the storage of flammable or combustible liquid are found to be leaking, the chief of the fire department shall be notified at once. The chief shall have the authority to order the immediate removal of the tanks from the ground and the moving of the tanks to a safe location. The excavation from which the tanks are removed shall be left open until the chief of the fire department shall determine that it is safe to refill the excavation.

41.18 - Abandoned storage tanks.

The abandonment of any underground storage tank used for the storage of flammable or combustible liquids shall be regulated and controlled by the requirements and provisions of the International Fire Code, specifically Section 5704.2.13, except that all abandoned underground storage tanks shall be removed and the hole filled. The removal of above-ground and underground tanks shall comply with Section 5704.2.14.1. The chief of the fire department shall direct and supervise the removal of abandoned underground storage tanks.

41.19 - Tanks temporarily out of service.

Any underground tank used for storage of flammable or combustible liquids, temporarily out of service, shall be pumped empty of product, and input and output openings shall be properly sealed and the tank shall be properly vented. If any such tank is not so sealed and vented within ten days after having been temporarily taken out of service, it shall be deemed abandoned. The chief of the fire department shall be notified when the tanks are to be emptied and sealed, and such shall be done with his supervision and approval.

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

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

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

CORRECTED

RESOLUTION NO. 052 (2023/2024)

A RESOLUTION AUTHORIZING DEED TO DISPOSE OF REAL PROPERTY

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

Parcel "A" located entirely within Lot 2 of Airport Road Plat 6, in the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 12, Township 83 North, Ranger 23 West of the 5th P.M., City of Nevada, Story County, Iowa, more particularly described as follows:

Beginning at the Northeast corner of Lot 2 of Airport Road Plat 6, as recorded in Slide 457, Page 2, in the Office of the Recorder, Story County, Iowa; thence South 00°22'47" East, 829.86 feet along the East side of Said Lot 2 to the northerly line of U.S. Highway NO. 30 public highway easement; thence North 64°34'48" West, 903.74 feet along said northerly easement line to the West line of said Lot 2; thence North 00°10'03" West, 449.48 feet along said West line to the Northwest corner of said Lot 2; thence South 89°27'56" East, 812.10 feet along the North line of said Lot 2 to the point of beginning, containing 11.94 acres total including 0.06 acres of existing road right of way. Subject to easement and restrictions of record, if any.

(The "Property").

WHEREAS, the City's published its notice of intention to vacate and convey the Property by publication of a Public Notice prior to the meeting of the City Council to be held on August 22, 2022, and the notice was duly published in the newspaper as required by law; and

WHEREAS, a public hearing on the proposed vacation and conveyance was held on August 22, 2022; and

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

WHEREAS, by Resolution No. 020 (2022/2023) the City approved of the vacation and disposal of the Property; and

WHEREAS, by Resolution No. 082 (2022/2023) the City approved the Offer to Buy Real Estate and Acceptance from Second Van Houweling Property, LLC for the purchase price of \$178,950.00; and

WHEREAS, the previous Resolution No. 085 (2022/2023) had an incorrect legal description that has since been amended with the Plat of Survey.

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

1. The City of Nevada, Iowa, hereby vacates and conveys all rights, title, and interest in and to the Property.
2. The Mayor is authorized and directed to sign the corrected deed for the conveyance attached hereto as Exhibit A, and the City Clerk is authorized and directed to attest to the Mayor's signature.
3. Upon approval of Second Van Houweling Property, LLC, the City Clerk is authorized to forward the original of the deed, together with a certified copy of this resolution and of the affidavit of publication of notice of this hearing, to the Story County Recorder's Office for the purpose of causing these documents to be recorded.
4. Any resolution or part thereof in conflict or inconsistent with this resolution is repealed.

PASSED AND APPROVED this 26th day of February, 2024.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

Prepared by: Erin M. Clanton, Attorney at Law, 6701 Westown Parkway, Suite 100, West Des Moines, IA (515) 274-1450
Address Tax Statement: Second Van Houweling Property, LLC, 14427 Wilden Drive, Urbandale, IA 50323

CORRECTED WARRANTY DEED

For the consideration of One Dollar(s) and other valuable consideration, the City of Nevada, Iowa, a municipal corporation does hereby convey to the Second Van Houweling Property, LLC, all of its right, title, interest, estate, claim and demand in the following described real estate in Story County, Iowa:

Parcel "A" located entirely within Lot 2 of Airport Road Plat 6, in the Southwest ¼ of the Southwest ¼ of Section 12, Township 83 North, Ranger 23 West of the 5th P.M., City of Nevada, Story County, Iowa, more particularly described as follows:

Beginning at the Northeast corner of Lot 2 of Airport Road Plat 6, as recorded in Slide 457, Page 2, in the Office of the Recorder, Story County, Iowa; thence South 00°22'47" East, 829.86 feet along the East side of Said Lot 2 to the northerly line of U.S. Highway N0. 30 public highway easement; thence North 64°34'48" West, 903.74 feet along said northerly easement line to the West line of said Lot 2; thence North 00°10'03" West, 449.48 feet along said West line to the Northwest corner of said Lot 2; thence South 89°27'56" East, 812.10 feet along the North line of said Lot 2 to the point of beginning, containing 11.94 acres total including 0.06 acres of existing road right of way. Subject to easement and restrictions of record, if any.

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

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

The City covenants with the grantee, its successors and assigns, to warrant and defend the real property against the lawful claims of all persons claiming by, through, or under the City.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the

number, and as masculine or feminine gender, according to the context.

IN WITNESS WHEREOF, the City of Nevada, Iowa, has caused this instrument to be executed in its corporate name by its Mayor and City Clerk and its seal to be affixed on February _____, 2024.

***This deed is given to correct a former deed between the parties recorded in the office of the recorder for Story County, Iowa, on September 14, 2023 as Instrument No. 2023-06545, to correct an error in the legal description.**

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

STATE OF IOWA, COUNTY OF STORY, ss:

On the _____ day of February, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Brett Barker** and **Kerin Wright**, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Nevada, Iowa, a municipal corporation; that said instrument was authorized by Resolution adopted by the City Council of Nevada, Iowa, on the _____ day of February, 2024, and the said **Brett Barker** and **Kerin Wright** acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

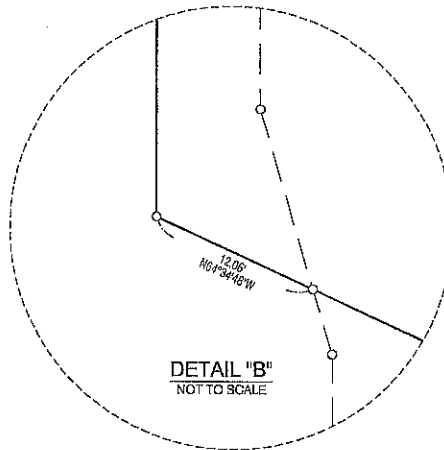
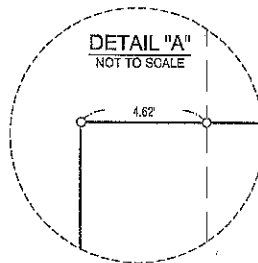
PLAT OF SURVEY

INDEX LEGEND	
LOCATION:	PARCEL "A" LOCATED ENTIRELY WITHIN LOT 2 OF AIRPORT ROAD PLAT 6 IN THE SW1/4 OF THE SW1/4 OF SECTION 12, TOWNSHIP 83 NORTH, RANGE 23 WEST OF THE 5TH P.M., CITY OF NEVADA, STORY COUNTY, IOWA
PROPRIETOR:	CITY OF NEVADA
REQUESTED BY:	LARRY STEVENS - HR GREEN
PREPARED BY:	CLAPSADDLE-GARBER ASSOCIATES, INC.,
RETURN TO:	16 EAST MAIN STREET, P.O. BOX 754,
TRAVIS R. STEWART, PLS	MARSHALLTOWN, IOWA 50158
	PHONE 641-762-8701
	CGA@CGACONSULTANTS.COM

LEGAL DESCRIPTION:

PARCEL "A" LOCATED ENTIRELY WITHIN LOT 2 OF AIRPORT ROAD PLAT 6, IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 83 NORTH, RANGE 23 WEST OF THE 5TH P.M., CITY OF NEVADA, STORY COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2 OF AIRPORT ROAD PLAT 6, AS RECORDED IN SLIDE 457, PAGE 2, IN THE OFFICE OF THE RECORDER, STORY COUNTY, IOWA; THENCE SOUTH 00°22'47" EAST, 829.86 FEET ALONG THE EAST LINE OF SAID LOT 2 TO THE NORTHERLY LINE OF U.S. HIGHWAY NO. 30 PUBLIC HIGHWAY EASEMENT; THENCE NORTH 64°34'48" WEST, 903.74 FEET ALONG SAID NORTHERLY EASEMENT LINE TO THE WEST LINE OF SAID LOT 2; THENCE NORTH 00°10'03" WEST, 449.48 FEET ALONG SAID WEST LINE TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 89°27'56" EAST, 812.10 FEET ALONG THE NORTH LINE OF SAID LOT 2 TO THE POINT OF BEGINNING, CONTAINING 11.94 ACRES TOTAL INCLUDING 0.06 ACRE OF EXISTING ROAD RIGHT OF WAY. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.



LEGEND: (MONUMENT SYMBOLS ARE ORIENTED TO THE NORTH)		CITY OF NEVADA SURVEY, STORY COUNTY, IOWA	
FOUND	▲ PLSS CORNER (as noted)		I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa. Travis R. Stewart, PLS Iowa License Number 17162 My License Renewal Date is December 31, 2023 Pages or sheets covered by this seal: SHEETS 1-2
	● PARCEL OR LOT CORNER		
SET	△ PLSS CORNER - 1/2" DIAMETER x 30" IRON REBAR w/ORANGE PLASTIC ID CAP (#17162)		
	○ 1/2" DIAMETER x 30" IRON REBAR w/ORANGE PLASTIC ID CAP (#17162)		
			date _____ PN: 23-SB-0409 DATE OF SURVEY: 10-9-23 DRAWN BY: TMM FIELD CREW: SLS,RAT SHEET NO. 1 OF 2

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

THIS AGREEMENT, made this 26th day of February, 2024 by and between the **City of Nevada**, the CITY, and **HR GREEN, INC.** (hereafter "COMPANY"), for professional services concerning:
Nevada, IA – 19th Street Trail

HRG Project Number 2402192

The CITY agrees to employ HRG to perform the following services:
Design services for the proposed trail improvements as defined in the Attachment A, Scope of Services.

In consideration for these services, the CITY AGREES to pay HRG on the following basis: (Indicate Payment Method)

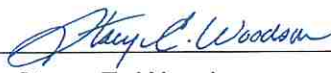
- ☐ Lump sum in the amount of _____
- ☒ Per current Rate Schedule with a Not to exceed fee of \$38,500 for design of the 19th Street Trail
Improvements as defined in the attached Scope of Services.
- ☐ Other as stated here: _____

The Schedule of Fees and Conditions are as approved in the Master Agreement for Municipal Engineering Services dated June 26, 2023.

CITY OF NEVADA, IOWA

HR GREEN, INC.

By: Brett Barker
Its Mayor
Date _____


By: Stacy E. Woodson
Its Vice President
Date Feb. 20, 2024

ATTACHMENT A SCOPE OF SERVICES

The project is described as design and bidding services for a 10' wide shared-use path (trail) along the west side of 19th Street, between South G Avenue and Lincoln Highway, in Nevada, Iowa. The project will be based on the schematic design plan completed in February, 2023. The work to be completed by the Consultant under this agreement shall encompass and include detail work, services, materials, equipment and supplies necessary to perform project management and administration; trail design (grading and paving); and bid phase services.

The specific services to be provided are described in the following pages.

I. BACKGROUND

This scope of work involves design and bidding services for the 19th Street Trail project. The scope also includes such services as data collection, construction schedules, and opinion of cost.

The Consultant Team will provide the following services:

HR Green, Inc. (Consultant)

- Project Management and Administration
- Shared Use Path (Trail) Design
- Bid Phase Services

Clapsaddle-Garber Associates, Inc. (CGA)

- Permanent Easement Acquisition Plat

II. DETAILED WORK TASKS

Task A – Project Management and Administration

The work tasks to be performed under Project Management and Administration shall consist of the following:

A.1 Development of Project Instructions, Schedule, and Detailed Work Plan

Prepare written instructions for project staff. Provide background, names of contacts, communications procedures, responsibilities, schedule and budget information, and other important elements for the project. Establish a graphic project schedule indicating critical dates, milestones, and deliverables. Prepare a detailed work plan with specific staff assignments, by task, corresponding to the schedule.

A.2 Coordination with Project Stakeholders

Maintain communications with City of Nevada (Owner) staff. Meet with the Stakeholders to review progress, discuss specific elements of the project, promote communication between the various entities, and expedite the project development process. Prepare minutes of meetings and prepare action items and keep documentation of other communications.

- One (1) design meeting in Nevada with the Owner's staff are anticipated in this scope of services. It is assumed one (1) staff member of the Consultant will participate in the meeting. The following Design Meeting is included:
 - Check Plan (95%)
- Other meetings are described under the specific work tasks.

A.3 Project Management

The project manager for the Consultant will be responsible for general coordination with the Owner regarding

project activities, meetings, invoicing, and deliverables. This task includes interoffice administration and coordination of the project including periodic interoffice meetings, which will be attended by the project manager and task managers, as well as general day-to-day administrative tasks.

- Prepare meeting minutes and action items.
- Track progress; monitor and maintain monthly project schedules.
- Distribution of plans and coordination of responses.
- Notifications as needed.
- Billing - monthly status reports / billing should include earned value calculations showing percent spent, percent completed and scheduled percent completed.

Task B – Survey and Mapping

The development of a permanent easement acquisition plat of survey will be completed by Clapsaddle-Garber Associates, Inc. Service will include:

B.1 Permanent Easement Survey, Legal Description, Exhibit

This item consists of providing signed permanent easement plat of survey anticipated for 1800 Lincoln Highway, the corner property at Lincoln Highway and 19th Street. It is understood the City will negotiate and acquire the easement.

Task C - Final Design – Check and Final Plan Preparation

Following the completion of preliminary design and plan preparation the Consultant shall subsequently proceed with final design, contract drawings, project manual, and opinion of costs for the proposed improvements. Plan preparation shall conform to the Iowa Statewide Urban Design and Specifications (SUDAS). Final documents will be of sufficient detail to allow for construction with oversight and include:

C.1 Title Sheet (A Sheet)

This item consists of finalizing the title sheet. The title sheet will include the following: Index of Sheets, Index of Standard Road Plans, Mileage Summary, Legend, Location Map, Project Number, Letting Date and Design Designation

C.2 Typical Sections and Details (B sheets)

This item consists of final design and drafting of typical cross sections and typical details to be utilized for the improvements.

C.3 Estimate of Quantities and Tabulations (C Sheets)

This item consists of final bid items to be included in the Project as well as final quantity tabulations and the development of the general notes and estimate reference information. This item also includes the final tabulation of various elements to be provided on the Project.

C.4 Plan and Profile (D Sheets)

This item consists of the final design and drafting of plan and profiles for proposed trail improvements. Includes base mapping, proposed trail alignments, slope intercepts, existing right-of-way/easements, drive entrances, side road intersections, intersecting angles and station equation between mainline and side road reference line will also be shown. Profiles will show proposed elevations, grades, vertical curve length and “K” value, elevations for PVC, PVI, and PVT.

Assumptions:

- The trail will be an 10' wide HMA path, 6" thick. (15' at locations adjacent to existing roadway)
- The trail will be constructed within the existing street right-of-way (Except where the permanent easement is anticipated to be acquired).

C.5 Reference Ties & Benchmarks (G sheets)

Plan showing reference ties (including control points) and benchmarks used to develop the project design and to be preserved throughout construction of the project.

C.6 Right-of-Way and Easements (H sheets)

This task consists of the development of existing right-of-way and easement plan sheets. Right-of-Way features such as existing access rights, property ownership and parcel information shall be included.

C.7 Storm Drainage Plan and Profile (M sheets)

This item consists of final design and drafting of the storm sewer plan and profile, including sewer structure types and elevations, and storm sewer pipe sizes, slopes and flow lines.

C.8 Geometric, Staking & Joint Layout (L/S sheets)

This item consists of final design and drafting of the geometric layouts of the trail, as well as, jointing and ADA ramps and compliance tabulations.

C.9 Cross Sections (W sheets)

This item consists of the final design and drafting of individual cross sections for the Project. Cross sections will be designed and drawn at 50-foot maximum intervals, with additional cross sections included as necessary. Cross-sections will show the existing ground elevations as well as the final project grading, including foreslope and backslope information, special subgrade treatment, pavement, and other pertinent information.

C.10 Preparation of Project Manual

The task consists of preparation of a Project Manual for the Project, including Notice of Hearing and Letting, Instruction to bidders, Bid forms, Bond Forms, Agreement Forms, General Conditions of Construction Contract, Supplementary General Conditions, and Detailed Construction Specifications.

C.11 Opinion of Probable Cost

Prepare a Final Opinion of Probable Construction Cost. The Opinion of Probable Construction Cost is intended for the use of the Owner in Financing the Project. The cost opinion will be submitted with the Final Plans.

C.12 Field Exam

Consists of the preparation of materials for a field exam, participation in the field exam and reviewing results of the field exam with the Owner. For budget purposes, it is assumed that one (1) staff member of the Consultant will attend the Field Exam.

Task D – Bid Phase Services

The work tasks to be performed under Bid Phase Services shall consist of the following:

D.1 Printing Plans and Specifications

This task consists of printing and handling of the Plans and Specifications. For budget purposes, it is estimated that twenty (20) half-size (11"x17") plan sets and specifications will be duplicated and assembled for distribution. This task also includes dissemination of the contract documents and maintaining a plan holders list during the bidding phase.

D.2 Notice of Project

The Consultant shall assist in the preparation of the formal Notice of Hearing and Letting. Publication and costs shall be borne by the Owner. The Consultant shall also prepare and disseminate an informal notice to Contractors concerning the upcoming Project.

D.3 Plan Clarification and Addenda

The Consultant shall be available to answer questions from Contractors prior to the letting and shall issue addenda as appropriate to interpret, clarify or expand the bidding documents.

D.4 Letting, Bid Tabs, and Award Recommendation

The Consultant shall be a representative present when the bids and proposals are opened, shall make tabulation of bids for the Owner, shall advise the Owner on the responsiveness of the bidders, and assist the Owner in making the award of contract. After the awards are made, the Consultant shall provide the necessary contract documents to the Contractor for their completion.

III. PROJECT SCHEDULE

After given the Notice to Proceed (NTP), the Consultant shall complete the following phases of the Project in accordance with the schedule shown:

Preliminary Design – Check Plans (95%) to Owner	Six (6) weeks from NTP
Owner Review Period	Seven (7) weeks from NTP
Final Design – Final Plans (100%) to Owner	Nine (9) weeks from NTP
Letting Phase	Twelve (12) weeks from NTP
Begin Construction	Sixteen (16) weeks from NTP

The schedule assumes timely review of submittals by the Owner.

The completion of the project is subject to the review and approval process of agencies beyond the control of the Consultant. The completion of the project is also subject to influence from the public and political processes. Therefore, completion of the project may occur earlier or later than the schedule shown herein. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices.

IV. ADDITIONAL SERVICES

Additional Services are **not** included in this Agreement. If authorized under a separate Supplemental Agreement, the Consultant shall furnish or obtain from others the following services:

- Construction Administration
- Real Estate Services (e.g. title searches, appraisals, appraisal reviews, negotiations, acquisitions and closings).
- Eminent Domain/Condemnation Services.
- Hazardous Materials Investigations and Testing.
- Soil Management/Mitigation Plans.
- Water and/or Sanitary Sewer Improvements Study, Design and Plan Preparation.
- Private Utility Relocation Design and Plan Preparation.
- Funding Procurement Services (e.g. Special Assessment Schedules and Services).
- Environmental Assessments
- Costs associated with project delays/scope changes outside the control of the Consultant.

- Construction Survey
- Permitting
- Development of Permanent or Temporary Acquisition Documents for Right-of-Way or Easement needs beyond what is currently anticipated.

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

THIS AGREEMENT, made this 26th day of February, 2024 by and between the **City of Nevada**, the CITY, and **HR GREEN, INC.** (hereafter "COMPANY"), for professional services concerning:
Nevada, IA – 2024 Street Improvements Project, Division 1, Street Reconstruction Construction Phase Services

HRG Project Number 2303452

The CITY agrees to employ HRG to perform the following services:
Construction Phase Services as defined in the Attachment A, Scope of Services.

In consideration for these services, the CITY AGREES to pay HRG on the following basis: (Indicate Payment Method)

- ☐ Lump sum in the amount of _____
- ☒ Per current Rate Schedule with a Not to exceed fee of \$16,500 for Construction Phase Services
For the 2024 Street Improvement Project as defined in the attached Scope of Services
- ☐ Other as stated here: _____

The Schedule of Fees and Conditions are as approved in the Master Agreement for Municipal Engineering Services dated June 26, 2023.

CITY OF NEVADA, IOWA

HR GREEN, INC.

By: Brett Barker

Its Mayor

Date _____


By: Stacy E. Woodson

Its Vice President

Date Feb. 20, 2024

**ATTACHMENT A
SCOPE OF SERVICES**

**2024 STREET IMPROVEMENTS
DIVISION 1, STREET RECONSTRUCTION
CONSTRUCTION PHASE SERVICES
NEVADA, IA**

Scope of Services:

The CITY agrees to employ COMPANY to perform the following Construction Phase Services for the 2024 Street Improvements Project:

Project Submittal Reviews

The Consultant shall review acceptability of the Contractor's submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Consultant's review shall be conducted with reasonable promptness while allowing sufficient time in the Consultant's judgment to permit adequate review. The Consultant shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Consultant in writing by the Contractor. The Consultant shall not be required to review partial submissions or those for which submissions of correlated items have not been received. The Consultant shall have authority to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required by law, rules, regulations, ordinances, codes, orders or the Plans.

Site Visits

The Senior Staff of the Consultant shall make visits to the site and at intervals appropriate to the various stages of construction as requested by the City. It is estimated that ten (10) site visits will be required involving one (1) senior staff member for this effort.

Such visits by the Senior Staff of the Consultant are not to be construed as part of the observation duties by the City's on-site observation personnel.

Partial Pay Estimates

The Consultant will review pay request documents submitted by the contractor. The Consultant will verify with the City's construction observation personnel the accuracy of the request. The Consultant will determine the amounts owed to the

Contractor and recommend, in writing, payments to the Contractor in such amounts. Such recommendations of payment will constitute a representation to the Client, based on such observation and review that the work progressed to the point indicated, and that to the best of the Consultant's knowledge, information, and belief, quality of such work is generally in accordance with the Plan and Specifications. In the case of unit-price work, the recommendations of payment will include determinations of the quantities and classifications of such work.

Plan Interpretation/Extra Work Orders

The Consultant shall issue necessary interpretations and clarifications of the Plans and in connection therewith, prepare extra work orders as required.

Final Inspection

The Consultant shall conduct a final inspection in the company of the Client to determine if the work is substantially completed. It is anticipated that two (2) staff members will attend the inspection. If the completed work is acceptable the Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the Client and the Contractor that the work is acceptable. This task will also include assembling final project documentation and certifications.

As-Built Plans

The Consultant will submit as-built plans in electronic PDF format, redlined with actual contract quantities used and locations placed. Total work is estimated at eight (8) hours to complete this task.

Items not included in Agreement/Supplemental Services

The following items are not included as part of this agreement, but can be provided by COMPANY via amendment or under a separate agreement, if desired:

- Resident engineering services including on-site observation of the construction.
- Construction Survey
- Evaluation of unusually complex or unreasonably numerous claims submitted by Contractor or others in connection with the work.
- Revisions of the design, drawings, and specifications result from changes in the general scope, extent, or character of the project including but not limited to, changes in size, complexity, CITY's schedule, character of construction, or method of financing.
- Real Estate Services (e.g. title searches, appraisals, appraisal reviews, negotiations and closings).
- Eminent Domain/Condemnation Services
- Hazardous Materials Investigations and Testing
- Soil Management/Mitigation Plans
- Environmental Assessments

- Private Utility Relocation Design and Plan Preparation
- Funding Procurement Services (e.g. Special Assessment Schedules and Services).
- Costs associated with project delays/scope changes outside the control of the Consultant.

CITY Responsibilities

The CITY will provide the following:

- Provide daily resident construction observation.

Schedule

Construction of the project is expected to begin April 2024 with final completion in December 2024.

RESOLUTION NO. 053 (2023/2024)

Resolution Setting a Date of Meeting at which it is Proposed to Approve a Development Agreement with Feltner Properties, L.C., Including Annual Appropriation Tax Increment Payments

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

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

WHEREAS, the City proposes to enter into a certain development agreement (the "Development Agreement") with Feltner Properties, L.C. (the "Developer") in connection with the redevelopment of a mixed-use building, including commercial retail space, in the Urban Renewal Area; and

WHEREAS, the Development Agreement would provide financial incentives to the Developer in the form of (i) an economic development grant (the "Grant") in an amount not to exceed \$20,000 and (ii) annual appropriation incremental property tax payments (the "Payments") in an amount not to exceed \$5,000 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

NOW THEREFORE, IT IS RESOLVED by the City Council of the City of Nevada, Iowa, as follows:

Section 1. This City Council shall meet on March 11, 2024, at 6:00 p.m., at the Nevada City Hall, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement and to authorize the Grant and the Payments.

Section 2. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four days and not more than twenty days before the date of said meeting in a legal newspaper of general circulation in the City. Said notice shall be in substantially the following form:

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT
WITH FELTNER PROPERTIES, L.C. AND AUTHORIZATION OF ANNUAL
APPROPRIATION TAX INCREMENT PAYMENTS

The City Council of the City of Nevada, Iowa, will meet at the Nevada City Hall, in the City, on March 11, 2024, at 6:00 p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and Feltner Properties, L.C. (the "Developer") in connection with the redevelopment of a mixed-use building, including commercial retail space, in the Nevada Urban Renewal Area, which Development Agreement provides for certain financial incentives in the form of (i) an economic development grant to the Developer in an amount not to exceed \$20,000 and (ii) incremental property tax payments to the Developer in a total amount not exceeding \$5,000 as authorized by Section 403.9 of the Code of Iowa.

The commitment of the City to make incremental property tax payments to the Developer under the Development Agreement will not be a general obligation of the City, but such payments will be payable solely and only from incremental property tax revenues generated within the Nevada Urban Renewal Area. Some or all of the payments under the Development Agreement may be made subject to annual appropriation by the City Council.

At the meeting, the City Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the City Council may, at the meeting or at an adjournment thereof, take additional action to approve the Development Agreement or may abandon the proposal.

This notice is given by order of the City Council of Nevada, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Kerin Wright
City Clerk

Section 3. All resolutions or parts of resolutions in conflict herewith are 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 February 26, 2024.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

• • • •

On motion and vote the meeting adjourned.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

PROCEEDINGS TO SET DATE FOR
HEARING AND LETTING

Nevada, Iowa

February 26, 2024

The City Council of the City of Nevada, Iowa, met at the City Hall, Nevada, Iowa, on February 26, 2024, at 6:00 o'clock p.m.

The Mayor presided and the roll being called, the following named Council Members were present and absent:

Present: _____

Absent: _____

The City Council took up and considered the proposed **F Ave & G Ave Street Rehabilitation** Project. Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____. After due consideration thereof by the Council, the Mayor put the question upon the adoption of the said resolution and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____

Whereupon, the Mayor declared the said motion duly carried and the said resolution adopted, as follows:

RESOLUTION NO. 054 (2023/2024)

Resolution to provide for a notice of hearing on proposed plans, specifications, forms of contract and estimate of cost for the **F Ave & G Ave Street Rehabilitation Project** and the taking of bids therefor

WHEREAS, it has been proposed that the City Council of the City of Nevada, Iowa (the "City"), undertake the authorization of a public improvement to be constructed as described in the proposed plans and specifications and forms of contract prepared by WHKS (the "Project Engineers"), which may be hereafter referred to as the "F Ave & G Ave Street Rehabilitation Project" (and is sometimes hereinafter referred to as the "Project"), which proposed plans, specifications, notice of hearing and letting, and forms of contract and estimate of cost (the "Contract Documents") are on file with the City Clerk; and

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

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

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

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

Section 3. March 25, 2024, at 6:15 p.m., at the Council Chambers, City Hall, Nevada, Iowa, is hereby fixed as the time and place of hearing on the Contract Documents.

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

(Form of Notice of Hearing)

**NOTICE OF PUBLIC HEARING ON PROPOSED
PLANS AND SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE
F AVE & G AVE STREET REHABILITATION PROJECT
NEVADA, IOWA**

Notice is Hereby Given: That at 6:15 PM, at the Council Chambers, City Hall, 1209 6th Street, Nevada, IA 50201 on March 25, 2024, the City Council of the City of Nevada, Iowa (The "City") will hold a public hearing on the proposed plans and specifications, form of contract and estimate of cost (the "Contract Documents") for the proposed F Ave & G Ave Street Rehabilitation Project (the "Project").

The Project shall consist of:

The extent of the work involved is the furnishing of labor and new materials for the construction of Removal and Replacement of Curb & Gutter, HMA patching and HMA overlay from 6th Street to 10th Street on F Avenue and G Avenue, includes, but not limited to the following: all labor, materials and equipment necessary for Curb & Gutter, HMA patching, Hot Mix Asphalt overlay, associated sidewalk improvements, testing, mobilization, traffic control, and miscellaneous work including cleanup in accordance with the contract documents. Specific project location along with the kind and approximate quantity of materials to be used shall be as set forth in the Plans and Specifications.

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

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

Kerin Wright
City Clerk

Section 5. The City Council hereby delegates to the City Clerk the duty of receiving bids for the construction of the Project before 2:00 p.m. on March 18, 2024, in the office of the City Clerk, City Hall, Nevada, Iowa. At such time and place, the City Council hereby delegates to the City Clerk and/or the Project Engineers the duty of opening and announcing the results of the bids received. March 18, 2024, at 2:00 p.m., at the Council Chambers, City Hall, in the City, is hereby fixed as the time and place that the Council will consider the bids received by the City Clerk in connection therewith.

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

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

(Form of Notice to Bidders)

**NOTICE TO BIDDERS
HMA Overlay Project**

NEVADA, IOWA

Sealed proposals, subject to the conditions herein, will be received by the City Clerk of the City of Nevada, at the City Clerk's office in City Hall, 1209 6th Street, Nevada, Iowa, until 2:00 p.m. on the 18th day of March, 2024 for:

Construction of "F AVE & G AVE STREET REHABILITATION" Project, as hereinafter described in general and as described in detail in the plans and specifications now on file in the office of the City Clerk, Nevada, Iowa.

Proposals received will be opened, read aloud, and tabulated at 2:00 p.m. on the 18th day of March, 2024 in the City Clerk's office in City Hall, 1209 6th Street, Nevada, Iowa, and considered by the City Council at a meeting beginning at 6:15 p.m. on the 25th day of March, 2024, in the Council Chambers at City Hall, Nevada, Iowa. Bids will be acted upon at such time or at such later time as may then be fixed. Prior thereto, at said time specified above at the City Council Chambers in said City Hall, a hearing will be held on the proposed plans, specifications, form of contract, and estimate of cost for said Improvements, and at said hearing any interested person may appear and file objections thereto.

The City of Nevada, Iowa, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The extent of the work involved is the furnishing of labor and new materials for the construction of Removal and Replacement of Curb & Gutter, HMA patching and HMA overlay from 6th St to 10th St on F Ave & G Ave, includes, but not limited to the following: all labor, materials and equipment necessary for Curb & Gutter, HMA patching, Hot Mix Asphalt overlay, associated sidewalk improvements, testing, mobilization, traffic control, and miscellaneous work including cleanup in accordance with the contract documents.

The Proposal shall be made out on the form furnished by the City of Nevada and obtained from WHKS & Co., Engineers, Planners, and Surveyors, and must be accompanied in a sealed envelope by either: (1) a certified check, or a cashier's check drawn on an Iowa bank, or a bank chartered under the laws of the United States, in an amount of 5% of bid amount; or (2) a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount of 5% of bid amount; or (3) a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in the penal sum of 5% of bid amount.

The bid security shall be made payable to the City of Nevada. The bid security must not contain any conditions either in body or as an endorsement thereon. The bid security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refuses to enter into contract within ten (10) days after the award of the contract and post bond satisfactory to the City insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and the other contract documents. The City will accept bid bond forms that meet the Requirements of Iowa Code, Section 26.8.

Sales Tax Exemption. Contractors and subcontractors shall not include sales tax for material purchases. At the time of the contract acceptance by the City Council, the prime contractor and all subcontractors will be issued a certificate of exemption.

Bidders shall not be permitted to withdraw their bids for a period of thirty (30) days after the same are opened.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Bidders will be required to complete a Bidder Status Form from the Iowa Department of Labor regarding the Contractor's resident status within the State of Iowa. Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

The Contractor shall commence work within ten (10) days after the Notice to Proceed is issued and shall be completed on or before 12-04-2024.

Payment to the Contractor for said Project will be made in cash derived from the proceeds of the issuance of bonds as may be legally used for such purposes, governmental grants and/or from cash on hand. Any combination of the above methods of payment may be used at the discretion of the Owner.

The Contractor will be paid each month ninety-five (95) percent of the Engineer's estimate of the value of acceptable work completed at the end of the preceding month. Final payment will be made in accordance with Iowa Code Chapters 26 and 573, as amended. No partial or final payment will be due until the Contractor has certified to the City that the materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the specifications.

The successful bidder will be required to furnish a bond in an amount equal to one hundred (100) percent of the contract price, said bond to be issued by a responsible surety approved by the Owner and which shall guarantee a faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all materials and labor and protect and save harmless the Owner from claims and damages of any kind caused by the operations of the Contractor and shall also guarantee the maintenance of the improvements constructed for a period of Four (4) year(s) after completion and acceptance by the Owner.

Plans and specifications governing the construction of the proposed improvements have been prepared by WHKS & Co., Engineers, Planners, and Surveyors, which plans and specifications and the proceedings of the Owner referring to and defining said proposed improvements are hereby made a part of the Notice by reference, and the proposed contract shall be executed in compliance therewith. Copies of said plans and specifications are now on file with the City Clerk and at the offices of WHKS & Co., and may be examined by the bidders.

Bidding forms may be obtained from WHKS & Co. 1421 South Bell Ave, Suite 103, Ames, Iowa 50010-7710. Copies of Plans and Specifications and contract documents can be obtained at the same address.

Bidding Documents including Bidding Forms, electronic copies of Plans (reduced size), Specifications and Contract Documents are available at no cost by clicking on the "Letting Info" link at www.whks.com and choosing this project from the list. Project information and plan holder information are also available at no cost at this website. Downloads require the user to register for a free membership at QuestCDN.com.

Prospective Bidders are urged to register at the website above as a plan holder, even if Bidding Documents are obtained from a third-party plan room or source other than the website listed above (whether paper or electronic format). Bidding Documents, official notifications and Agenda will be posted to the website listed above. The City and Engineer are not responsible for Bidding Documents, including addenda, if any, obtained from sources other than the website listed above.

The City does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

Published upon order of the City Council of the City of Nevada, Iowa.

Kerin Wright, City Clerk
City of Nevada, Iowa

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

Passed and approved February 26, 2024.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

• • • •

On motion and vote, the meeting adjourned.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

**SECTION 004200
PROPOSAL FORM**

Proposal of _____
(Name of Bidder)

of _____
(City) (State)

To construct F AVE & G AVE STREET REHABILITATION

To: The City Council
Nevada, Iowa

(I) (We) hereby certify that (I am) (we are) the only person or persons interested in this proposal as principals; that an examination has been made of the plans, specifications and contract forms, including the supplemental requirements contained herein, and of the site of the work; (I) (we) understand that all quantities of work are to be performed at the unit prices or lump sums stipulated herein; (I) (we) propose to furnish all necessary machinery, equipment, tools, labor, and other means of construction and to furnish all materials specified, in the manner and the time prescribed, and to do the work at the prices herein set out.

To do the work in accordance with the Plans, Special Provisions and Technical Specifications.

To do all "extra work" which may be required to complete the work contemplated at unit prices or lump sums to be agreed upon in writing prior to starting such work.

As evidence of good faith in submitting this Proposal, the undersigned encloses a bid security as required by the Notice, which, in case he/she refuses or fails to accept an award and to enter into a contract and file the required bonds within the prescribed time, shall be forfeited to the Owner, as liquidated damages.

The undersigned agrees to execute the Standard Form of Contract upon written notice of acceptance of the bid as accepted and give bond with good and sufficient surety or sureties and in the required amounts within ten (10) days after the prescribed forms are presented for signature or forfeit the bid security furnished herewith.

The undersigned understands that the breakdown of proposal items into various categories of work is for the convenience of the Owner. The undersigned agrees to begin work within ten (10) days after "Notice to Proceed" is issued and to complete the same within the contract period shown below:

Beginning Date
10 days after Notice to Proceed

Completion Date
12-04-2024

Any Contractor who proposes any alteration of the plans in any respect from that shown shall submit such proposal to the Engineer for approval at least ten days prior to the letting date.

Item	Description	Unit	Quantity	Unit Price	Total
Base Bid					
2.01	Excavation, Class 10	CY	840.4	\$	\$
2.02	Subgrade Treatment, Geogrid	SY	445.1	\$	\$
2.03	Subbase, Modified, 6"	CY	517.2	\$	\$
4.01	Storm Sewer, Trenched, RCP, 15"	LF	46.0	\$	\$
4.02	Removal of Storm Sewer, RCP, 12"	LF	46.0	\$	\$
5.01	Valve Box	EA	1.0	\$	\$
6.01	Manhole, SW-301, 48"	EA	1.0	\$	\$
6.01	Manhole, SW-401, 48"	EA	2.0	\$	\$
6.02	Intake, SW-501, 48"	EA	3.0	\$	\$
6.03	Manhole Adjustment Minor	EA	1.0	\$	\$
6.04	Remove Manhole	EA	4.0	\$	\$
6.05	Remove Intake	EA	3.0	\$	\$
7.01	Curb and Gutter, 2.5', 7"	LF	4986.9	\$	\$
7.02	Asphalt Overlay, 1.5", Surface, 1/2", 58-28S, LT	SY	7573.3	\$	\$
7.03	Asphalt Overlay, 15", Intermediate, 1/2", 58-28S, LT	SY	7573.3	\$	\$
7.04	Asphalt Trench Fill, 1/2", 58-28S, LT	LF	4986.9	\$	\$
7.05	Removal of Sidewalk	SY	153.5	\$	\$
7.06	Removal of Driveway	SY	297.8	\$	\$
7.07	Sidewalk, PCC, 4"	SY	14.1	\$	\$
7.08	Sidewalk, PCC, 6"	SY	139.1	\$	\$
7.09	Detectable Warnings	SF	144.0	\$	\$
7.10	Driveway, Paved, Type A, 6"	SY	587.7	\$	\$
7.11	Full Depth Patches, HMA, 7"	SY	757.3	\$	\$
7.12	Milling	SY	7573.3	\$	\$
7.13	Curb and Gutter Removal	LF	4986.9		
8.01	Temporary Traffic Control	LS	1.0	\$	\$
9.01	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 1	AC	0.23	\$	\$
9.02	Inlet Protection Device, Filter Sock	EA	4.0	\$	\$
9.03	Inlet Protection Device, Maintenance	EA	4.0	\$	\$
11.01	Construction Survey	LS	1.0	\$	\$
11.02	Mobilization	LS	1.0	\$	\$
11.03	Concrete Washout	LS	1.0	\$	\$
Base Bid Subtotal					\$

The undersigned has completed the attached Bidder Status Form from the Iowa Department of Labor regarding the Contractor's resident status within the State of Iowa. Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

The right is reserved, as the interest of the Owner, may require, to reject all bids, any unresponsive bid and to waive technicalities in bids received.

The receipt of the following addenda is hereby acknowledged:

Addendum No.

Dated

The Contractor understands that this Proposal is binding upon him/her for a period of thirty (30) days from and after the opening of all bids for this proposed construction.

Dated this _____ day of _____, 2024.

Company Name

Company Owner/Officer Printed Name

Company Owner/Officer Signature

Address _____

E-mail _____

END OF SECTION

**SECTION 005000
CONTRACT**

This contract, made as of the _____ day of _____, 2024, by and between the City of Nevada, Iowa, hereinafter called the Owner, and _____, hereinafter called the Contractor.

WITNESSETH:

That whereas the Owner intends to have constructed F AVE & G AVE STREET REHABILITATION hereinafter called the Project, in accordance with the Plans, Specifications, Addenda and other Contract Documents prepared by WHKS & Co., Consulting Engineers and Planners, AMES, IOWA

Now, therefore, the Owner and Contractor for the considerations hereinafter set forth, agree as follows:

The Contractor agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in an acceptable manner all work required for the construction of the Project, in strict compliance with the Contract Documents.

The Owner agrees to pay and the Contractor agrees to accept, in full payment for the performance of this contract, the contract amount of: _____ Dollars and _____/100 (\$_____) in accordance with the provisions of the Contract Documents.

This Contract and all of the covenants hereof shall insure to the benefit of and be binding upon the Owner and the Contractor respectively and his/her partners, successors, assigns and legal representatives. Neither the Owner nor the Contractor shall have the right to assign, transfer or sublet his interest or obligations hereunder without written consent of the other party.

IN WITNESS WHEREOF, the parties have made and executed this contract the day and year first written.

Contractor Signature

Printed Name

City

State

City of Nevada

Owner

ATTEST:

Mayor Signature

City Representative Signature

City

State

END OF SECTION

LETTING DATE
03-21-2024

F AVE & G AVE STREET
REHABILITATION

CITY OF NEVADA

PROJECT TRAFFIC CONTROL NOTE
THIS ROAD WILL BE CLOSED TO TRAFFIC DURING CONSTRUCTION. LOCAL TRAFFIC WILL ACCESS THEIR PROPERTY USING SIDE STREETS OR ALLEYS. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) FOR STREETS AND HIGHWAYS AS ADOPTED BY THE IDOT PER CHAPTER 135 AND APPLICABLE SUPPLEMENTAL STANDARDS. FOR ADDITIONAL TRAFFIC CONTROL INFORMATION SEE TAB 108-23A IN THE C SHEETS.

PROJECT DESCRIPTION
The project consists of a 3-inch mill and fill HMA overlay & curb replacement of F Ave & G Ave from 6th St to 10th St.

CITY OF NEVADA

F AVE & G AVE STREET REHABILITATION

STREET REHABILITATION

FROM 6TH ST TO 10TH ST

THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (IOWA) PROGRAM URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, 2024 EDITION AND CONTRACT DOCUMENT SPECIFICATIONS SHALL APPLY TO THIS PROJECT.



INDEX OF SHEETS	
No.	DESCRIPTION
A Sheets	Title Sheets
• A.1	Typical Section
B Sheets	Typical Cross Sections and Details
• B.1	Typical Cross Section
C Sheets	Quantities and General Information
• C.1 - 4	Estimated Project Quantities
• C.1 - 4	Project Description
• C.1 - 4	Index of Tolerances
• C.1 - 4	General Notes
• C.1 - 4	Sanitations (e.g. with top of incidentals if needed)
D Sheets	Mainline Plan Sheets
• D.1	Legend Sheet
• D.2 - 4	6 Ave Plan and Profile
• D.5 - 7	7 Ave Plan and Profile
E Sheets	Survey Sheets
• E.1	Horizontal Control, Top and Bench Marks
• E.1	Geometric, Staking and Jointing Sheets
• E.1	Stationing, Staking, Stationing
• E.1	Storm Sewer Information
• E.1	Storm Sewer Installation
• E.1	Storm Sewer Plan and Profile Sheets
• E.1	Sidewalk Sheets
• E.1	Sidewalk Plan Sheets
• E.1	588 Series, Mod. Stds. and Detail Sheets
• E.1	6 Ave Removal Sheets
• E.1	6 Ave Removal Details
• E.1	6 Ave Plan Sheets
• E.1	6 Ave Plan Details

UTILITY CONTACT INFORMATION	
Utility	Contact
AMCO ALLIANT ENERGY	CONTACT: JEFFREY.ANTONIO@AMCO.COM 800-295-4288
AMCO ALLIANT ENERGY	CONTACT: JEFFREY.ANTONIO@AMCO.COM 800-295-4288
AMCO ALLIANT ENERGY	CONTACT: JEFFREY.ANTONIO@AMCO.COM 800-295-4288
AMCO ALLIANT ENERGY	CONTACT: JEFFREY.ANTONIO@AMCO.COM 800-295-4288
AMCO ALLIANT ENERGY	CONTACT: JEFFREY.ANTONIO@AMCO.COM 800-295-4288
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AMCO ALLIANT ENERGY	CONTACT: JEFFREY.ANTONIO@AMCO.COM 800-295-4288

MILEAGE SUMMARY	
#	Location
6 AVE	Sta. 10+62.76 to Sta. 24+99.39
7 AVE	Sta. 210+67.34 to Sta. 224+78.06

ROADWAY DESIGN

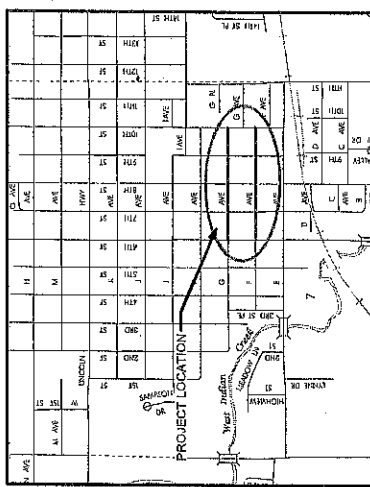
I hereby certify that this engineering work was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Nevada.

Professional Engineer
Name: [Signature]
License Number: 28589
Date: [Blank]

Pages: 1 Sheet covered by this seal.

IOWA STATEWIDE URBAN DESIGN AND SPECIFICATION FIGURES & IOWA DOT STANDARD ROAD PLANS

Figure Number	Date	Title
2010.102	10-21-14	Designation of Roadway Earthwork Items
3010.101 (SW-101)	04-21-09	Trench Bedding and Backfill Zones
3010.102 (SW-102)	04-18-17	Right Gravelly Pipe Trench Bedding
3010.103	10-21-14	Sewer Pipe Support Over Existing Utility
4020.217 (SW-217)	10-16-12	Special Pipe Connection For Storm Sewer
6010.306 (SW-306)	04-20-21	Chimney Seals for Sanitary Sewer Manholes
6010.401 (SW-401)	04-20-21	Circular Storm Sewer Manhole
6010.501 (SW-501)	04-20-21	Single Grate Inlet
6010.601 (SW-601)	04-21-20	Casings for Sanitary Sewer Manholes
6010.603 (SW-603)	04-21-20	Casings for Storm Sewer Manholes
7010.102 (PW-102)	10-16-18	Casings for Grate Inlets
7020.201 (PW-201)	04-21-20	PCC Grate Details
7020.901	04-19-22	Manhole Boxouts in HMA Pavement and HMA Overlays
7020.101	10-16-10	HMA Pavement
7020.101	10-19-22	Details for Asphalt Paving
7030.101	10-20-15	Concrete Driveway, Type A
7030.201	10-21-15	Classes of Sidewalks
7030.204	10-20-15	General Features of an Accessible Sidewalk
7030.205	10-20-15	General Sidewalk and Curb Ramp Details
7030.207	10-16-12	Curb Ramp for Classes B or C Sidewalk
7030.210	10-16-12	Detectable Warning Placement
9040.102	10-18-16	Filter Berm and Filter Sock

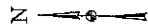


R-22W
LOCATION MAP - PART OF CITY OF NEVADA
(Not to Scale)

9F-101

10-20-09

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SHEET NUMBER G.1

Item # 78
Date: 2-26-24

RESOLUTION NO. 055 (2023/2024)

A RESOLUTION APPROVING ANIMAL CARE AGREEMENT WITH _____, D/B/A

WHEREAS, the City of Nevada has no facilities for the keeping and caring of animals impounded by the City; and

WHEREAS, Name does have such facilities and is willing to provide this service for the City of Nevada; and

WHEREAS, the City and Name have reached an agreement for providing such keep and care of impounded animals.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, does hereby approve Animal Care Agreement between the City of Nevada and Name, d/b/a Name. The Mayor and City Clerk are hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 26th day of February, 2024.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

DATE: 2/26/2024

COUNCIL ACTION FORM

AGENDA ITEM: Approve animal sheltering services contract

HISTORY:

The Nevada Public Safety Department (NPSD) provides animal control services for the City of Nevada. Part of the animal control services include impounding animals for various reasons. Animals that need to be impounded are collected by NPSD staff and transported to a third party for sheltering and care.

The existing contract is expired and a renewal of services is needed. A request for proposal was sent to all veterinarian facilities in the City of Nevada.

Facility

Community Veterinary Clinic
Nevada Vet Clinic
Story County Animal Shelter

Response

Unable to provide services
Update to existing contract provided
Contract provided

OPTIONS:

1. Approve staff recommendation to accept contract service with Story County Animal Shelter.
2. Continue services with Nevada Vet Clinic, accepting new updates to existing contract.
3. Reject all bids.

STAFF RECOMMENDATION:

Staff recommends approval of #1.

Therefore, it is the recommendation of the City Administrator that Council approves Option #1, approve staff recommendation to accept contract service with Story County Animal Shelter.

CONSIDERATIONS USED:

The decision to support a contract with the Story County Animal Shelter consists of multiple factors. With the addition to the Animal Shelter in previous years, their holding capacity has increased. This will allow them to offer sheltering services to Nevada. The Animal Shelter has a kennel system that allows for contactless feeding and watering. This is important for animals classified as a "Bite Animal". The contactless kennels will allow for animals that may not have been able to be impounded in the past to now be held.

The current practice of NPSD in regards to feral cats is to treat them as nuisance animals such as opossums and raccoons. These animals are transported to a remote or rural location and released. The concern with this practice is the animals may return to the city and we have repeated calls for the same animal and also the idea that we are just moving our issue to a different location. One of the factors leading to this practice was the cost to the city for the care and eventual euthanasia of the cat. The Animal Shelter participates in a barn cat program. This would mean any feral cat will become property of the Animal Shelter and they would facilitate a Neuter/Spay service and provide the feral cat to a participating farmer for rodent control.

I have created a sheet to illustrate the fees that we commonly see involved in animal sheltering services. In addition to the services listed above, the fees will decrease as well.

Fees	Dog boarding	Cat boarding	Cat Euthanasia	Dog Euthanasia	Feral Cat
Current rates	\$13.40	\$9.40	\$50.00	\$50.00	Approx \$155
Vet clinic proposal	\$17.40	\$14.00	\$50.00	\$50.00	Approx \$155
Animal Shelter proposal	\$6.50	\$5.50	\$15.00	\$25.00	\$38.50

Prepared by Anna Henderson, Story County Animal Control, Nevada, Iowa, 515-382-3338

ANIMAL SHELTERING SERVICES CONTRACT

THIS AGREEMENT is entered into this _____ day of _____, 2024, by and between Story County, Iowa (hereinafter "County") and the City of Nevada (hereinafter "City"), Iowa pursuant to the authority, and by the procedures of Chapter 28E, Code of Iowa.

WHEREAS the City of Nevada has no building (structure) wherein the police department may receive or house domestic animals; and

WHEREAS Story County Animal Control has a building, located at 975 W. Lincoln Highway, Nevada, IA 50201; and

WHEREAS the County and City wish to enter into such an agreement for the receipt and housing of domestic animals in the Story County Animal Shelter building;

NOW, THEREFORE, the County and City do hereby agree as follows:

1. Authority:

The County, acting through its County Board of Supervisors, and the City, acting through its City Council, enter into this agreement pursuant to the powers granted to them under Chapter 28E of the Iowa Code.

2. Purpose:

Under this contract, Story County Animal Control shall provide said City with services of animal sheltering as set forth more specifically in succeeding paragraphs. Story County Animal Control will not provide service with regard to wild animals except as noted below in the Scope of Services, and in the sole discretion of Story County.

3. Definitions (Story County Code of Ordinances):

3.1. "Animal" shall mean a nonhuman vertebrate.

3.2. "Bite Animal" shall mean an animal that has bitten a human, provided that the bite punctured the skin.

3.3. "Cat" shall mean an animal fitting the scientific description *felis catus*.

3.4. "Companion Animal" shall mean any animal owned, confined, controlled or otherwise kept as a pet, but shall not include any livestock as defined under Iowa Code 717.1, or any game, fur-bearing animal, fish, reptile, or amphibian as defined under Iowa Code 481A.1.

3.5. "Dog" shall mean an animal fitting the scientific description *canis lupus familiaris*.

3.6. "Euthanasia" shall have the same meaning as defined under Iowa Code 162.2(13).

3.7. "Parties" shall mean both Story County and City of Nevada.

3.8. "Livestock" shall mean an animal belonging to the bovine, caprine, equine, ovine, porcine, or poultry.

3.9. "Shelter Services" shall mean providing adequate nutrition, water, shelter, and medical treatment to animals under the care of Story County Animal Shelter.

4. Scope of services:

- a. Story County Animal Shelter **shall** only respond to calls dispatched from the Story County Sheriff's office or the City of Nevada requesting drop off, retrieval, and/or impoundment of animals already confined and in custody of City employees and authorized by said City.
- b. Dog and Cat Shelter Services. The Story County Animal Shelter shall provide Shelter Services to dogs and cats delivered to its shelter location by the city.
- c. Stray Animal Pick-Up. Story County Animal Shelter will pick up confined stray domestic animals if needed between the hours of 8 a.m. – 3:00 p.m. at request of City.
- d. Other Animal Shelter Services. The Story County Animal Shelter shall provide Shelter Services to other domestic animals, including Bite Animals, but only if the Story County Animal Shelter has proper accommodations and is properly licensed for that species.
- e. Holding Period and Automatic Transfer of Ownership. Unless the City instructs otherwise, the Story County Animal Shelter shall retain animals brought into the Animal Shelter by the City for seven days, or longer if so required by any state, county, or municipal law, ordinance, rule or regulation applicable in the geographic area in which the animal was seized (hereinafter referred to as the "Holding Period"). Once the Holding Period expires, the City of Nevada shall transfer ownership of the animal to Story County. This paragraph does not apply to "Bite Animals".
- f. Attempt to Identify and Notify Owner. Upon receipt of an animal delivered by the City and/or Story County staff, the Story County Animal Shelter shall first attempt to identify the owner of the animal and notify the owner; if found, of the seizure of that animal as well as the owner's right to redeem the animal.
- g. Redemption of Impounded Animal by Owner. The owner of an animal impounded at the Story County Animal Shelter shall have the right to redeem that animal, subject to the following conditions:
 - a. City-Issued Release. The Story County Animal Shelter shall require the redeeming owner to present proof of City Issued Release; and
 - b. Boarding Fees. The Story County Animal Shelter will collect any incurred boarding or other associated fee's directly from the owner prior to releasing the animal.
- h. Bite Animal Quarantine. Upon receipt of a Bite Animal, the Story County Animal Shelter shall keep the Bite Animal under quarantine for ten (10) days. During that period, the Story County Animal Shelter shall observe the Bite Animal for symptoms of rabies and other infectious diseases. Quarantined Bite Animals shall be released or euthanized only as directed by the City.
- i. Humane Euthanasia. For reasons of public safety, to relieve animal suffering or to address highly contagious diseases, the Story County Animal Shelter may humanely euthanize unclaimed, non-adopted animals. Further, any and all euthanasia procedures performed by Story County Staff shall be done in accordance with Iowa Code 162.2(13) and any other applicable state laws or rules.

- j. At the discretion of said City and Animal Control, an animal may be held and boarded for less than a minimum of seven (7) days if the animal is: Significantly sick or injured, vicious, feral/wild, believed to have been exposed to a disease infections to animals or humans.
- k. Wild and Exotic Animals. The parties understand that the Story County Animal Shelter may be unable or unwilling to accept certain species of animals. These animals include all non-domesticated or wild animals and those animals considered dangerous or exotic as listed under Story County Chapter 45.10.
- l. Unusual or Emergency Circumstances. Story County Animal Shelter may assist with rescue of animals in unusual or emergency circumstances (i.e. flood water, fire, etc. with permission from appropriate City Official).
- m. Any domestic animals including but not limited to cats fitting the scientific description *felis catus*, or dogs fitting the scientific description *canis lupus familiaris*, that are lost, strayed, found, or trapped by the City shall not be released on private or public land without care sufficient to reasonably preserve the physical health and condition of the animals.
- n. After-Hours Deliver Cages. The Story County Animal Shelter shall have available two (2) clean, secure dog cages and two (2) clean, secure cat cages with litter boxes for after-hours deliveries, all of which supplied with fresh water.
- o. **The City understands that all services listed here are subject to the Animal Control Officer's availability and discretion.**

5. Consideration (Animal Services Fee Schedule) (Quarterly Billing)

Story County will bill the City quarterly for services provided here under:
The City will pay Story County, Iowa based on the following fee schedule:

- a. \$25 per trip for confined companion animal pick-ups within the city during business hours.
- b. \$50 per officer involved, per trip between the hours of 3 pm and 8 am, Monday through Friday, all day Saturday, Sunday and holidays for emergency assistance, or confined, companion animal pick-ups within the city.
- c. \$6.50 per day up to a maximum of seven (7) days per unclaimed dog for boarding.
- d. \$5.50 per day up to a maximum of seven (7) days per unclaimed cat for boarding.
- e. \$10.00 per day up to a maximum of seven (7) days per unclaimed head of livestock.
- f. \$15.00 for euthanasia of each unclaimed or unwanted cat not held for the entire seven (7) days due to sickness, injury, or rabies testing.
- g. \$25.00 for euthanasia of each unclaimed or unwanted dog not held for the entire seven (7) days due to sickness, injury, or rabies testing.
- h. \$5 per day for rental of humane cat trap.
- i. \$8 per day for rental of humane dog box trap.
- j. All diagnostic costs shall be paid by the City if such services are needed due to possible exposure to a suspected rabies or other infectious disease case.

6. Termination

Any party to this Agreement may terminate this Agreement by giving written notice to the other party at least ninety (90) days in advance of the date of termination.

7. Effective Date

This Agreement shall become effective upon its approval and execution by the County and City and its recording with the Story County Recorder and the Secretary of State for the State of Iowa pursuant to the requirements of *Code of Iowa* Chapter 28E.

8. Duration and Term

This Agreement shall be effective on the effective date listed above and shall continue until terminated by either party.

9. Notice

Any Notice required or authorized by this agreement, shall be in writing either personally delivered or sent by ordinary mail to the following addresses:

City of Nevada, Attn: City Administrator, 1209 6th St., Nevada, IA 50201

Story County, Administration Building, 900 6th St., Nevada, IA 50201

10. Savings Clause

If any section, provision or part of this agreement shall be found to be unconstitutional, such finding shall not affect the validity of the agreement as a whole or any section, provision or part thereof not found to be invalid or unconstitutional.

11. Entire Agreement

This agreement represents the entire agreement between the parties as to the subject of this agreement. Any subsequent modification to the terms of this agreement shall be in the form of a duly executed Addendum to this agreement.

12. Amendments

This agreement may be amended at any time by mutual agreement of the parties. Any party desiring an amendment to this agreement shall notify the other party of its desire, and the reason for the request. Such a request shall be in writing to the other party, and shall be considered by the other party without unreasonable delay and within no more than (90) days of receipt.

13. Governing Law

This agreement shall be governed by and interpreted under the laws of the State of Iowa.

14. Signature Pages

The parties agree that this agreement has attached to it signature pages which shall be assembled and filed together with the agreement and shall together constitute one and the same instrument. A completed copy of the agreement with executed signature pages shall be sent to each party.

15. No Separate Entity Created

It is the intention of this Agreement that there be no new or additional legal or administrative entity created by this Agreement, nor that the inherent governmental powers or corporate powers of any party to this Agreement be affected in any way beyond the terms of this Agreement. Each Party shall independently finance and budget for its activities under this Agreement. No real or personal property will be purchased, held or disposed of in the performance of this Agreement.

IN WITNESS THEREOF, Story County and City of Nevada, by their authorized representatives, executed this agreement.

CITY OF NEVADA, IOWA

By: _____
Mayor

ATTEST:

City Clerk

State of Iowa)
)ss
Story County)

On this _____ day of _____, 20____, before me, a notary public for the State of Iowa, personally appeared Brett Barker and, Kerin Wright to me personally known, and who, being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Nevada, Iowa, a municipal corporation; that the corporation has a seal, and that the foregoing instrument was signed on behalf of the City of Nevada, Iowa by the authority of its City Council, as contained in Resolution No. _____ adopted by the City Council on the _____ day of _____, 20____, and that Brett Barker and Kerin Wright acknowledged the execution of the instrument to be the voluntary act and deed of the City of Nevada, Iowa by it and them voluntarily executed.

Notary Public in and for the State of Iowa

COUNTY OF STORY

By: _____
Lisa Heddens, Chair,
Story County Board of Supervisors

ATTEST:

Lucy Martin
Story County Auditor

State of Iowa)
)ss
Story County)

On this _____ day of _____, 20____, before me, a notary public for the State of Iowa, personally appeared Lisa Heddens and Lucy Martin, to me personally known, and who, being duly sworn, did say that they are the Chair of the County Board of Supervisors and County Auditor, respectively, of the County of Story, Iowa; that the County has a seal, and that the foregoing instrument was signed on behalf of the Story County, Iowa by the authority of its Board of Supervisors, as contained in Resolution No. _____ adopted by the Board of Supervisors on the _____ day of _____, 20____, and that Lisa Heddens and Lucy Martin acknowledged the execution of the instrument to be the voluntary act and deed of the Story County, Iowa by it and them voluntarily executed.

Notary Public in and for the State of Iowa

City of Nevada,

Community Veterinary Clinic is willing to serve as an emergency veterinarian as needed for the city of Nevada. I am currently the Story County Shelter's emergency veterinarian. I will notify you if I am out of town. I may have a back up vet that lives in town to take my place when I am out of town, and I will give dispatch his number if needed. I will charge out to the city or pet owner as needed.

Thank you,

Sherrie Pleis, DVM

Chris Brandes

From: Sherrie Pleis <sherrie@cvcnevada.com>
Sent: Wednesday, December 6, 2023 3:12 PM
To: Chris Brandes
Subject: Re: Animal Care Agreement

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

Chris,
Currently, I do not have room to offer this service at this time.
Sherrie

From: Chris Brandes <CBrandes@cityofnevadaiaowa.org>
Sent: Wednesday, December 6, 2023 1:17 PM
To: Sherrie Pleis <sherrie@cvcnevada.com>
Subject: Animal Care Agreement

Dr. Pleis,

Attached is a request for proposal for animal care services for the City of Nevada.

Chris Brandes
Chief of Police
1209 6th Street
Nevada, Iowa 50201
O: 515-382-4593
F: 515-382-5469

Email correspondence to and from this address may be subject to the Iowa Public Records Law, Code of Iowa Chapter 22, and may be disclosed to third parties.

Chris Brandes

From: Nevada Veterinary Clinic <nevadavetclinic@gmail.com>
Sent: Monday, December 18, 2023 10:22 AM
To: Chris Brandes
Subject: Re: updating animal care agreement
Attachments: Animal Care Agreement.doc

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

Hello,

I believe that the previous contract (2014) provides a very good basis for a new contract. There are a few things that need to be updated or corrected.

One of the most challenging issues that we deal with is what to do with animals that are brought to the clinic that are never claimed. While we occasionally have a dog brought in that is not claimed, the vast majority of the animals that are not claimed are cats. One challenge we sometimes have is trying to find homes for some of the cats that are not claimed but are healthy and suitable for adoption. We have a shelter near Colfax that often can help out with that, but state laws limit our ability to send pets there in certain cases. Specifically, Iowa law will allow us to "adopt" pets to a shelter, but only if they are spayed or neutered. I.e. if we get kittens that are healthy and could be adopted but are too young to be spayed or neutered we cannot Adopt them out. However different rules apply to a municipal organization than to a veterinary clinic. A municipality can simply "donate" pets to a shelter and they do NOT have to be spayed or neutered, whereas we as a clinic are not allowed to do that. So I think we need to either have something in the contract that allow us to act as the agent for the city to initiate "donation" to the shelter, or when we have a situation where a pet could be donated to the shelter there is documentation for each case that the pet is still the property of the city and the city is donating that pet to the shelter. I suppose any city employee could do that. I would assume that in practical terms that would be you or perhaps Nancy. That of course would be up to your office to decide.

Using the "animal Care Agreement" dated May 12th 2014 as a starting point, I believe the following changes or additions need to be made:

Item 3. appears a little confusing to me. I believe it is intended to refer to when clinic staff is available when a pet is to be released or impounded. However it does not state that. I recommend removing the phrase "shall provide services" with "will be available to provide any services relating to animal incoming impoundment or dismissal from impoundment"

4 g. I would suggest increasing the maximum cost of treatment for a sick or injured pet from \$150 to whatever the city is willing to provide. \$150 does not provide a great deal of medical care.

also include "Dr. Murrell may provide any care that he deems customary and reasonable above and beyond that covered by the city as long as the city is not responsible for payment of those services above the limit provided in this paragraph."

also following the last line in the paragraph "The owner is responsible for all medical fees incurred" we need to add, "if the owner is not identified or is unable or unwilling to pay such fees, the city will be responsible for fees up to the amount specified in this paragraph"

Item 4 h. need to add: It will be the responsibility of the impounding officer to decide whether a sick or injured pet that is brought in after hours should be examined by Dr Murrell outside of regular clinic hours. If the officer determines that an exam is needed after hours and Dr. Murrell does such an exam after hours, the fee for an after hours exam as per appendix A shall apply.

Re Item 8 a.

to be added at the end: In cases where the health or the disposition of an impounded animal is still in question after 7 days, as regarding its suitability for adoption, Dr Murrell may elect to keep the animal for an additional period of time as is necessary to make that determination as to suitability for adoption with the understanding that no additional charges will be incurred by the city for boarding or any other treatments beyond the 7th day.

Re Item 8 B. first line needs to be edited and replace the phrase "keep the animal for adoption" and replace it with "keep the animal for adoption or to be donated to an appropriate shelter"

Re item 8 B Last two lines, phrase "dog to be held for up to three (3) additional days only if they are being donated to the Iowa State University" should be replaced with "dog or cat to be held for up to three additional days if being donated to a bona fide animal shelter"

If an animal is kept beyond 7 days for transfer to an animal shelter the animal shall remain the property of the city until the donation is complete

re item 8 c Last sentence "any animal kept beyond the 7th day shall become the property of Dr. Murrell" needs to have inserted at the end

" Only at such a time as it has been determined by Dr. Murrell to keep the pet for adoption."

Item 12 Everywhere in the item the term "Dr. Murrell" exists, it needs to be replaced with "the city of Nevada". (we do what we can to determine if a pet has previously been adopted out by a shelter, e.g. we check for microchips which can sometimes tell us that the pet came from a certain shelter

and certainly communicate that to Nancy if we know that but it is the city's responsibility to make any arrangements for the pet to go back to the shelter, not ours)

Appendix A

Fee Schedule

- a. Daily Impoundment fee cats \$14.00
- b. Daily Impoundment fee dogs \$17.40
- c. Rabies observation fee/day \$8.00 (in addition to impoundment fee)
- d. Euthanasia and cremation \$ 58.00
- e. Cremation only \$40.00
- f. Rabies vaccination \$21.00
- g. Before/after hours exam fee \$ 68
- h. Feral cat/fractious cat-special \$32

On Wed, Dec 6, 2023 at 1:20 PM Chris Brandes <CBrandes@cityofnevadaiaowa.org> wrote:

Dr. Murrell,

I am looking to update any "expired" contracts the city may have. The animal care agreement was signed in 2014 and nothing was updated in 2017. Attached is a request for proposal that I have to send out to initiate updating the contract.

Chris Brandes

Chief of Police

1209 6th Street

Nevada, Iowa 50201

O: 515-382-4593

F: 515-382-5469

Email correspondence to and from this address may be subject to the Iowa Public Records Law, Code of Iowa Chapter 22, and may be disclosed to third parties.

Nevada Veterinary Clinic
533 W 3rd st
515-382-2400

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also include "Dr. Murrell may provide any care that he deems customary and reasonable above and beyond that covered by the city as long and the city is not responsible for payment of those services above the limit provided in this paragraph."

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Murrell does such exam after hours, the fee for an after hours exam as per appendix A shall apply.

Re Item 8 a.

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saved as “animal care agreement” 12/17/23

Murrell's current contract
- was extended thru 2017

ANIMAL CARE AGREEMENT

This agreement is entered into this 12th day of May, 2014, between the City of Nevada, Story County, Iowa, hereinafter, "City" and Paul Murrell, D.V.M., Nevada, Iowa, hereinafter "Dr. Murrell", d/b/a Nevada Veterinary Clinic, hereinafter "Clinic".

WHEREAS, the City has no facilities for keeping and caring for animals impounded by City officials; and

WHEREAS, Dr. Murrell does have such facilities available at his clinic; and

WHEREAS, the City and Dr. Murrell entered into an Agreement for services on the 1st day of April, 1991, which Agreement was approved by the City Council by Resolution No. 45 (90-91); and

WHEREAS, the City and Dr. Murrell amended the Agreement on December 6, 1993; and

WHEREAS, the City and Dr. Murrell amended the Agreement on April 8, 2002, and

WHEREAS, the City and Dr. Murrell amended the Agreement on April 24, 2006, and

WHEREAS, the City and Dr. Murrell amended the Agreement on May 12, 2014, and

WHEREAS circumstances have changed since the last Agreement, and the City and Dr. Murrell have negotiated a new Animal Care Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the City and Dr. Murrell mutually agree to the following:

1. All previous Agreements are cancelled upon the effective date of this agreement.
2. The term of this Agreement is from its execution by the parties for a term of three (3) years or until termination by either party giving the other party ninety (90) days prior written notice thereof.
3. Dr. Murrell and his staff shall provide services under this Agreement only during regular clinic hours. They shall not be available after the clinic is closed for the day, when closed on weekends or holidays, when closed for vacation or for any other reason except for emergency situations. During such times when Dr. Murrell and his staff are unavailable, the City's Public Safety Officers are hereby granted authority to enter the Clinic and release animals to their rightful owners after proper identification and payment of fines has been made. The City shall be responsible to collect any outstanding fees. The release of animals outside normal times will only be with permission from the Chief of Police or his designee. Normal practice concerning the release of animals through the Nevada Public Safety Department will take place during the following hours and days:

Monday, Tuesday, Wednesday, Friday	8:30-5:00pm
Thursday	8:30-11:30am

5. Dr. Murrell shall issue a statement and invoices for his services to the City on a monthly basis in accordance with the schedule of fees provided in Appendix A of this Agreement. The City agrees to pay for undisputed invoices on a monthly basis. Dr. Murrell shall provide the invoice to the City on the "Record of Animal Impound" form provided by the City upon final disposition of the animal. Each invoice will include all fees for services provided each individual animal pursuant to this Agreement. The invoice shall state the disposition of each animal. Appendix A may be amended upon resolution of the Council without amending the entire agreement but may not be amended more than once annually.
6. The owner of the animal, if known, shall pay the cost of animals impounded by the City for rabies observation. If the owner of the animal is unknown, the City will pay the costs for ten (10) days.
7. On its website, the City shall post information on where and how to recover impounded animals. Dr. Murrell is in no way responsible to locate or identify the owner of any impounded animal. Any efforts on Dr. Murrell's behalf to locate owners are strictly voluntary and of a goodwill nature.
8. Any animal not claimed after seven (7) days shall be disposed of as follows:
 - a. On the seventh (7th) day of impoundment, Dr. Murrell shall make a determination whether or not the animal is suitable for adoption. Dr. Murrell shall consider the animal's disposition, age, health and general suitability as a pet in making his determination.
 - b. If Dr. Murrell does not elect to keep the animal for adoption, then the animal shall be euthanized on the eighth day of impoundment. If the eighth day falls on a Sunday or holiday, Dr. Murrell may elect to hold the animal until the next regular working day before euthanizing the animal. The City shall be responsible for the boarding on this additional day. The City shall pay for dogs to be held for up to three (3) additional days only if they are being donated to the Iowa State University.
 - c. In the event Dr. Murrell elects to keep the animal for adoption, he may at his option, elect to keep the animal for adoption beyond the 7th day of impoundment without further expense to the City. In such event, he shall keep an accurate record of the date of such election and shall notify the City at the time of invoice. Any animal kept beyond the 7th day shall become the property of Dr. Murrell.
 - d. For purposes of this agreement, an impounded animal is not "claimed" until all impoundment fees, vaccination charges, daily boarding fees and all other fees have been paid in full to the city.
 - e. For purposes of this agreement, a "day" is calculated with 3:00 p.m. as the starting and stopping point. Wherefore, 3:00 p.m. is the cut-off time to pick up animals without incurring additional boarding costs. An animal picked up after 3:00 p.m. on any given day, will be charged for an additional half-day of expense.
9. The City shall provide Dr. Murrell with a supply forms designated "Record of Animal Impound" which form shall constitute the official record and history of each animal impounded at the Clinic by the City. Dr. Murrell agrees to keep such record for at least twenty-four (24) months and to indicate on record the disposition of the animal including the name of the owner claiming the animal, all fees charged to the City as a result of care for the animal, and if euthanized or adopted, the date of such disposition.

APPENDIX A

FEE SCHEDULE

a. Daily Impoundment Fee for Cats	\$ 9.40 per day
b. Daily Impoundment Fee for Dogs	\$13.40 per day
c. Rabies Observation Fee (in addition to daily impoundment)	\$ 6.50 per day
d. Euthanasia and Cremation	\$50.00
e. Cremation Only	\$39.50
f. Rabies vaccination	\$16.90
g. Before/After Hours Exam Fee	\$55.00
h. Feral Cat - Special Handling (one time fee)	\$24.50

Daily impoundment fees are calculated per standard Nevada Veterinary Clinic policies and procedures used to calculate days..

Prior to discharging the impounded animal the City will collect from the animal owner all fees incurred during the impoundment.



NEVADA PUBLIC SAFETY DEPARTMENT

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

Ricardo Martinez II
Public Safety Director



Chris Brandes
Chief of Police

Ray Reynolds
Director of Fire & EMS

REQUEST FOR PROPOSAL

- I. The City of Nevada is soliciting a request for proposal for animal sheltering services. The below listed services covered in paragraph VI are requested to be provided by the vendor. Services and consultations rely on the experience and knowledge of the contracted party. Matters relating to the wellbeing and care of the animals taken into shelter shall be that of the contracted party.
- II. Proposals are to be returned to the City of Nevada at 1209 6th Street, Nevada, Iowa 50201 by mail, or by e-mail to cbrandes@cityofnevadaiaowa.org by no later than 5:00 p.m. on Friday, January 19th, 2023. At such time, all proposals will be entertained by the City and reviewed for compliance to services and proposal fees.
- III. The City of Nevada reserves the right to refuse all or some of the proposals based on the recommendations of the Public Safety Department.
- IV. Those submitting proposals will be notified of the outcome by e-mail or written letter upon the selection of a proposal or the refusal of a proposal by the City.
- V. Any service contracts the vendor currently has created may be submitted for review and approval.
- VI. Services:
 1. Shelter services for dogs, cats, and rabbits. Shelter will be established after the animal has been transported to the facility by a member of the Nevada Public Safety Department.
 2. Shelter services for other species. The vendor will provide a list of other accepted species, if any, that will be accepted.
 3. Veterinarian care for animals impounded. The vendor will provide what services will be provided to all impounded animals. Services include but are not limited to food, water, immunizations, medically necessary treatments, flea and tick control, rabies evaluations, and bathing.
 4. Holding period. The vendor will provide for a 7 day holding period for animals impounded by the City. Animals that remain impounded after the 7 day period will become the possession of the vendor, unless otherwise stated by Nevada Animal Control before the 7 day period has ended.
 5. Humane Euthanasia. The vendor will provide a policy to comply with Iowa Code 162.2(13) for humane euthanasia to relieve the animal from suffering, address a highly contagious disease, or other considerations determined by Nevada Animal Control and/or by the vendor.

6. Fee schedule. The vendor will provide an itemized fee schedule for services provided. The vendor will provide a billing schedule to the City of Nevada based on services provided.

Questions or comments shall be sent to cbrandes@cityofnevadaiaowa.org on or before the bid date. Such question or comments and associated answers shall be sent to all vendors in the proposal process.

ss/ Chris Brandes



Chief of Police – Nevada Public Safety Department
City of Nevada, Iowa
Wednesday, December 6, 2023

66435 270th Lane
Nevada, IA 50201
February 7, 2024


Police Chief Chris Brandes
Nevada Department of Public Safety & Animal Control
Nevada City Hall
1209 6th Street
Nevada, IA 50201

Dear Chief Brandes:

My family and I live in the country, southeast of Nevada, not too far from Hickory Grove Park. We are fond of animals, which is fortunate, because we welcome a steady stream of cats, and an occasional dog, which have been taken out into the country and dumped by owners (and apparently by officers) who no longer want, or perhaps can afford, their animals. We have been working with the Story County Animal Shelter, and, since we live outside of the corporate limits of Nevada, we live-trap these poor, frightened animals and bring them to shelter, warmth, and food at the shelter. The shelter gives its guests needed medical care, spaying or neutering as needed, and assesses them for pet quality. Those cats that are deemed too feral are found homes as barn cats with farmers, who are taught how to care for their charges. The shelter also has good success finding homes for the animals they have available for adoption.

If you could experience the horrible situation in which many of these animals find themselves and how badly they suffer, due to no fault of their own, you, too, would wonder why the City of Nevada has no contract with the animal shelter to work to humanely address this situation. Please, please sign a contract with the animal shelter to ensure that all domestic animals that are no longer wanted can once again find a home instead of freezing and starving in a strange, unknown landscape far from anything familiar.

Most sincerely,



Deborah Holley Blackledge

CC: Brett Barker, Mayor
Sandy Ehrig, Council Member
Henry Corbin, Council Member
Brian Hanson, Council Member
Dane Nealson, Council Member
Jason Sampson, Council Member
Steve Skaggs, Council Member

Date: February 29, 2024

COUNCIL ACTION FORM

Agenda Item: Consideration for Purchase of Zero Turn Mower – Parks Dept.

History:

As part of our ongoing equipment replacement program, we budget various pieces of equipment to purchase each year. These are pieces of equipment that we use on a regular day-to-day basis to carry out our job duties. This recommendation is for the purchase of a zero-turn mower, which has been included in our current fiscal year budget.

This piece of equipment is used almost daily in our maintenance operation at various locations throughout the community. This mower will replace a 2017 John Deere model, which is included as trade for the new mower. This will be housed at the Parks Maintenance Shop.

Quotes

The following quotes were received in response to our RFP.

- Van Wall Equipment – Nevada, IA – John Deere.....\$11,500.00
- MTI Distributing – Grimes, IA – Toro.....\$15,010.58
- Ames Outdoor Supply – Ames, IA – eXmark.....No Bid

Options:

1. Accept the quote from Van Wall Equipment at cost of \$11,500.00.
2. Attempt to do further research for additional options.
3. Reject all quotes and do nothing at this time.

Recommendation:

Park Board and staff recommend that the City Council accept Option 1. Accept the quote from Van Wall Equipment at cost of \$11,500.00.

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

Written Quotation Form

For: Zero Turn Commercial Mower

Nevada Parks

Minimum Specifications:

- Zero Turn w/Hydrostatic Drive
- 35 HP, 999cc twin cylinder air cooled gasoline engine.
- 72" side discharge mower deck with anti-scalp wheels.
- Fully adjustable suspension seat with: arm rests, forward/back adjustment, back angle adjustment, lumbar support, weight adjustment, and vibration isolation.
- Roll-Over Protection System with seat belt.

Options:

- Tweel Turf Tires. *Yes*
- Controls for power deck lift and emergency PTO shut off in the steering handles. *Yes*

Trade:

- Purchase price must reflect the trade in value of a 2017 John Deere Z970R with 834 hours and 72" mower deck. This mower will continue to be used in the spring of 2024 until delivery of the new mower.
- Delivery date is on or before May 31, 2024.
- Payment will be made at the first City Council meeting following delivery of the mower.

Additional requirements/specifications may be included on the back of this sheet.

Please direct questions to Tim Hansen @ 515-382-4352 or Zach Anderson @ 515-382-8701.

Quotations Received from:

Vendor	Contact Name	Price
Van Wall Equipment Attn: Rick Hawbaker 1468 West A Ave. Nevada, IA 50201	<i>Rick Hawbaker</i>	<i>\$16,500^{est} include trade in \$5000^{est} Trade diff. <u><i>\$11,500^{est}</i></u></i>

Quotations due by 4:00 pm, February 7, 2024. Please return to:

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

*by
Rick Hawbaker*

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

**JOHN DEERE**

Selling Equipment

Quote Id: 30334923

Customer: NEVADA PARKS AND REC

JOHN DEERE Z970R ZTrak

Hours:

Suggested List

Stock Number:

\$ 22,183.00

Selling Price

\$ 16,500.00

Code	Description	Qty	Unit	Extended
2214TC	Z970R ZTrak	1	\$ 20,569.00	\$ 20,569.00
Standard Options - Per Unit				
001A	United States/Canada	1	\$ 0.00	\$ 0.00
1041	24x12N12 Michelin X Tweel Turf for 72 In. Decks	1	\$ 1,149.00	\$ 1,149.00
1506	72 In. Side Discharge Mower Deck	1	\$ 0.00	\$ 0.00
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 1,149.00
Value Added Services Total				\$ 0.00
Other Charges				
	Freight	1	\$ 400.00	\$ 400.00
	EnviroCrate	1	\$ 65.00	\$ 65.00
Other Charges Total				\$ 465.00
Suggested Price				\$ 22,183.00
Customer Discounts				
Customer Discounts Total			\$ -5,683.00	\$ -5,683.00
Total Selling Price				\$ 16,500.00

Written Quotation Form
For: Zero Turn Commercial Mower
Nevada Parks

Minimum Specifications:

- Zero Turn w/Hydrostatic Drive
- 35 HP, 999cc twin cylinder air cooled gasoline engine.
- 72" side discharge mower deck with anti-scalp wheels.
- Fully adjustable suspension seat with: arm rests, forward/back adjustment, back angle adjustment, lumbar support, weight adjustment, and vibration isolation.
- Roll-Over Protection System with seat belt.

Options:

- Tweel Turf Tires.
- Controls for power deck lift and emergency PTO shut off in the steering handles.

Trade:

- Purchase price must reflect the trade in value of a 2017 John Deere Z970R with 834 hours and 72" mower deck. This mower will continue to be used in the spring of 2024 until delivery of the new mower.
- Delivery date is on or before May 31, 2024.
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Additional requirements/specifications may be included on the back of this sheet.

Please direct questions to Tim Hansen @ 515-382-4352 or Zach Anderson @ 515-382-8701.

Quotations Received from:

Vendor	Contact Name	Price
MTI Distributing Attn: Sales 3841 SE Capital Circle Grimes, IA 50111	Karen Wangensteen karen.wangensteen@ mtidistributing.com 763-592-5643	\$15,010.58

Quotations due by 4:00 pm, February 7, 2024. Please return to:

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

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



The Toro Warranty

A Limited Warranty (see warranty periods below)

Landscape Contractor
Equipment (LCE)

Riding Product

Domestic

The Toro Extended Warranty

¹ The Toro engine limited warranty is extended 1 year when the Toro Maintenance Kit is purchased at the same time of the machine purchase. Specific models only. See the product table below.

Summary Description

The Toro Company promises, at its option, to repair or replace the Toro Product below if defective in materials or workmanship for the period listed below.

Toro makes no other express warranty. The engine manufacturer may provide its own engine warranty and special emission system warranty. If applicable, the documentation will be provided with your product.

Products and Warranty Periods

The following time periods apply from the original date of purchase:

Products		Residential ¹	Commercial
Grandstand® Mowers			
• Fuel Unit		5 years or 1,200 hours ^{2,3}	
• Engines			
—Briggs		3 years	
—Kawasaki		3 years	
—Kohler		3 years	
• Revolution		5 years or 1,200 hours ^{2,3}	
• Battery		4 years or 1.6 megawatt hours ²	
Master® Series			
2000 Model 77284	Unit	4 years or 750 hours ²	
2000	Unit	4 years or 1,000 hours ²	
• Engines			
—Briggs		3 years	
—Toro		4 years ¹	
—Kawasaki		3 years	
4000	Unit	5 years or 1,250 hours ^{2,3}	
4000 HDX	Unit	5 years or 1,550 hours ^{2,3}	
• Engines			
—Kawasaki		3 years	
—Kohler		3 years	
4000 Electric	Unit	5 years or 1,250 hours ^{2,3}	
• Battery		4 years or 1.6 megawatt hours ²	
5000	Unit	5 years or 1,200 hours ^{2,3}	
• Engines			
—Kawasaki		3 years	
—Kohler		3 years	
6000	Unit	5 years or 1,400 hours ^{2,3}	
• Engines			
—Briggs		3 years	
—Kawasaki		3 years ¹	
—Kohler		3 years	
7500	Unit	5 years or 2,000 hours ^{2,3}	
• Engines			
—Kohler		3 years	
—Yanmar		3 years	
96" Deck Transportation:		Up to 300 miles	
8000	Unit	2 years	
• Engines			
—Kohler		3 years	

All Mowers

Warranty Period	
• Battery	90 days parts and labor
	91-365 days parts only
• Belts and Tires	90 days
• Attachments	1 year

¹ Residential purposes means purchased by an individual and used on the same lot as your home. Use at an institution, as a rental, or at more than one location is considered commercial use and the commercial warranty applies.

² Whichever occurs first.

³ No hour limit on the first 2 years.

⁴ 2 years for Australia.

Owner Responsibilities

It is your responsibility to maintain your Toro Product by following the maintenance procedures described in the *Operator's Manual*. Such routine maintenance, whether performed by a dealer or by you, is at your expense. Parts scheduled for replacement as required maintenance ("Maintenance Parts"), are warranted for the period of time up to the scheduled replacement time for that part.

Instructions for Obtaining Warranty Service

If you think that your Toro Product contains a defect in materials or workmanship, follow this procedure:

1. Contact your Toro Authorized Service Center to arrange service of the product. Go to <http://www.toro.com> and select Where to Buy to locate a Toro service center in your area.
2. Bring the product and your proof of purchase (sales receipt) to the service center location. The service center will diagnose the problem and determine if it is covered under warranty.
3. For additional questions regarding warranty terms and conditions:

Contact: <http://www.toro.com/support>

Download: Download the MyToro app from the app store on your device.

Write: The Toro Company®, 8111 Lyndale Ave So., Bloomington, MN 55420

Items and Conditions Not Covered

Not all product failures or malfunctions that occur during the warranty period are defects in materials or workmanship. This express warranty does not cover the following:

- Cost of regular maintenance or parts, such as fuel, lubricants, oil changes, cable/linkage adjustments, filters, spark plugs, air filters, blade sharpening or worn blades, or brake and clutch adjustments
- Components failing due to normal wear
- Any product or part that has been altered, misused, neglected, requires replacement or repair due to accidents or lack of proper maintenance
- Pickup and delivery charges unless otherwise specified
- Repairs or attempted repairs by anyone other than an Authorized Toro Service Center
- Failure to follow the fueling instructions and requirements (consult the *Operator's Manual* for details), such as:
 - Use of old fuel (more than 1 month old) or fuel which contains more than 10% ethanol or more than 15% MTBE
 - Failure to drain the fuel system prior to any period of non-use over 1 month
 - Improper fuel
- Repairs or adjustments due to the following:
 - Contaminants in the fuel system
 - Failure to perform the required maintenance and/or adjustments
 - Rotary mower blade striking an object
 - Improper starting procedures
- Product failures resulting from the use of modified or unapproved accessories or non-Toro parts.
- Failures caused by outside influence, including, but not limited to, weather; storage practices; contamination; or the use of unapproved coolants, lubricants, additives, or chemicals

General Conditions

All repairs covered by these warranties must be performed by an Authorized Toro Service Dealer using Toro approved replacement parts. Repair by an Authorized Toro Service Dealer is your sole remedy under this warranty.

The Toro Company is not liable for indirect, incidental, or consequential damages in connection with the use of the Toro Products covered by these warranties, including any cost or expense of providing substitute equipment or service during reasonable periods of malfunction or non-use pending completion of repairs under these warranties.

All implied warranties, including merchantability and fitness for a particular purpose, are limited to the duration of the express warranty.

Some states do not allow exclusions of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above exclusions may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Countries Other than the United States, Mexico, or Canada

Customers who have purchased Toro products outside the United States, Mexico, or Canada should contact their Toro Authorized Service Center to obtain warranty policies for your country, province, or state. For additional questions regarding warranty terms and conditions, you may contact The Toro Company.

Australian Consumer Law

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Item # 76
Date: 2-26-24

ITEM# _____
DATE: 02/26/24

COUNCIL ACTION FORM

AGENDA: Discussion and Selection of New Platform for Operating and Documenting Permits, Nuisances, and Rental Inspections

HISTORY:

The current platform being utilized for permit entry is SimpleCity. The platform is unable to be accessed remotely. The platform is effect in collecting data or recalling previous permits. The platform is not link to the City's GIS. SimpleCity does not have the ability to track Nuisances or support the Rental Inspections. Currently Nuisances are tracked on an Excel form. The cost for SimpleCity is around 700 dollars annually.

Attached is an option for a new platform CloudPermit. This platform allows for permits, nuisances and rental inspections. The platform is cloud based and allows access remotely. The platform works with the City's GIS. The platform is able to sync with the City's website with permit submissions. The cost for this platform is 1,000 dollars for the set-up. The annual cost is 5,000 dollars per year.

Beacon Schneider is a web-based platform. It offers a similar setup to CloudPermit. \$3,800 setup \$13,404 per year. Includes hosting and support hours

GovBuilt is a web-based platform. GovBuilt has changed to MCCI. It offers the same setup as CloudPermit and Beacon Schneider. The setup cost is 10,000 dollars and 6,000 dollars per-year.

OPTIONS:

1. Direct Staff to accept proposal from CloudPermit.
2. Direct Staff to continue researching options.
3. Deny request from CloudPermit.

STAFF RECOMMENDATION:

I have spoken to a couple different companies for usable/ sustainable platforms. These are the three that are used throughout Iowa and surrounding States. CloudPermit is a reliable platform and cost efficient. Their staff has been extremely helpful in answering questions and responding to emails. A new platform is necessary to continue the inspection process. Staff recommendation is Option 1.

Bids for Permitting:

GovBuilt/MCCI:

Hey Ryan,

Good Morning. I have a preliminary cost I wanted to share with you. Before I start the proposal paperwork process, I wanted to see if we are in the same ballpark on pricing.

Do you have a few minutes available today? I can call you whenever is good for you.


Thank you!

Rob

Rob Carl

Sr. Account Executive

. Office: 850-701-0725 ext. [1805](tel:1805)
Cell: 301-514-5009
. Support: 850-701-0737
rcarl@mccinnovations.com
www.mccinnovations.com

 **GovBuilt is now part of MCCi. >> [Learn More](#)**

The prices discussed were 10,000 dollars setup and 6,000 dollars annually.

Beacon Schneider:

Here are the quick numbers:

\$3,800 setup

\$13,404 per year.. includes hosting and support hours

[Schedule a Meeting with me](#)

Ryan S. Smith | Business Development Manager
515-509-2121 | SchneiderGIS.com
Support: 866-362-6789 | support@schneiderGIS.com

Respectfully,

Ryan Hutton
Building and Zoning Official



Pricing Proposal

Cloudpermit

11911 Freedom Drive, Ste. 720
Reston, Virginia 20190
United States

Proposal

Proposal #: Q-02068-1
Customer #: CUST-0014958
Date: 12/7/2023
Expires On: 1/6/2024
Sales Person: Josh Carpentier
Sales Person Email: josh.carpentier@cloudpermit.com
Delivery Method: E-Mail

Ship To

Ryan Hutton
Nevada
1209 6th Street
Nevada, Iowa 50201
United States
515-382-5466
rhutton@cityofnevadaaiowa.org

Bill To

Nevada
1209 6th Street
Nevada, Iowa 50201
United States

Subscription

Product Name		Year 1	Year 2	Year 3
Building	Start Date	3/29/2024	3/29/2025	3/29/2026
	Total	USD 3,000	USD 3,000	USD 3,000
Code Enforcement	Start Date	3/29/2024	3/29/2025	3/29/2026
	Total	USD 1,000	USD 1,000	USD 1,000
Licensing and Registration	Start Date	3/29/2024	3/29/2025	3/29/2026
	Total	USD 1,000	USD 1,000	USD 1,000
Subscription Total:		USD 5,000	USD 5,000	USD 5,000

Service

Description	Total
Implementation Fee - Building Software Solution	USD 500
Implementation Fee - Code Enforcement Software Solution	USD 250
Implementation Fee - Licensing and Registration Software Solution	USD 250
Service Total:	USD 1,000

Customer Total First Year: **USD 6,000**

Terms & Conditions

Validity of this quote: 30 days from date of creation

Term: 3 years, billable annually

Payment Term: Net 30 days from Invoice Date

Invoicing: Subscription invoice to be sent after contract is signed and then annually.

Implementation payments: 50% (M1) due upon implementation start and 50% due after implementation is complete (M2).

All stated prices are exclusive of any taxes.

Annual Subscription Fee

Cloudpermit's software licensing model is different from most vendors because it is designed to reflect the needs, convenience, and business realities of small and mid-sized local governments.

The annual fee includes everything the client needs to operate and maintain the software on an ongoing basis. There are no hidden fees and no cost for newly developed features in each module.

Included in the Annual Subscription Fee:

- ✓ Unlimited user licenses for municipal staff
- ✓ Access to all software features (including mobile features)
- ✓ Unlimited data storage
- ✓ Online portal for public users to submit online
- ✓ Core integrations (GIS, Online Payments)
- ✓ Support and maintenance (described below)

Implementation and Training

Implementation

Cloudpermit is an out-of-the-box SaaS solution purpose-built for local government building departments. The implementation process is standardized, while considering the specific and unique needs of each client. Implementation typically takes between 4-8 weeks. Little to no IT support is required from the client.

Training

Cloudpermit provides training for end-users and administrative users throughout the implementation of the software. Training takes between 4-6 hours and is done in the client's uniquely configured environment.

Maintenance and Support

Maintenance

Maintenance is included with the annual subscription fee. Cloudpermit updates the software every 3-4 weeks, for a minimum of 12 updates per year. Updates are managed by Cloudpermit's development team, requiring no effort from the client's end-users or IT staff. Updates are hot-patched, meaning there is no system downtime for end-users. Cloudpermit's release notes are public and available at the following link:

<https://support.cloudpermit.com/support/solutions/67000379501>

Support

Support is included with the annual subscription fee for each solution.

Cloudpermit provides the following support resources:

- ✓ Phone-in help desk support – Available from 7:30AM-8:30PM EST Monday-Friday
- ✓ Industry standard support ticketing portal for clients
- ✓ Self-help portal for municipal end-users, as well as public applicants (builders/developers)

Cloudpermit's support portal is updated in line with monthly releases, and is available to the public at the following link:

<https://support.cloudpermit.com/support/home>

Use Anytime, Anywhere

Access Cloudpermit 24/7 on your phone, tablet, or laptop with any browser or operating system.

Accept, Review, and Issue Building Permits

Work online to receive and issue building permit applications with ease and without paper.

Receive Complete Building Permit Applications

Force citizens to complete applications before they can click 'submit' with mandatory input fields.

Conduct On-site Mobile Building Inspections

Manage all data, contact information, drawings, reports, etc., in the field by starting and finishing building inspections on-site.

Use Maps Integrated with Your GIS

Select building permit locations, view detailed property information and plan optimal inspection routes.

Change and Modify Workflows

Select building permit types from a pre-configured structure, and manage requirements, including forms, drawings, reviews, and inspections for each type of application.

Gain Insight with Reports

Create reports, such as for permits, assessments, payments, inspections, reviews, etc.

Accept Payment

Enable online and over-the-counter payments, send notifications for due payments, and determine a detailed list of fees.

Keep All Communication in One Place

Send direct and group time-stamped messages for organized conversations.

Get Up and Running Quickly

Start using Cloudpermit within weeks without costly integrations or IT support.

Cloudpermit provides community development software. We offer simple and online software solutions for building permitting, planning & zoning, and code enforcement.



Use Anytime, Anywhere

Access Cloudpermit 24/7 on your phone, tablet, or laptop with any browser or operating system.

Accept Complaints from Citizens

Accept complaints and determine what contact information is required for complainants.

Create Cases and Violations in the Field

Work in the field and search past building permits, previous complaints, cases, and history of a property.

Conduct On-site Inspections

Input notes and complete reports in the field on any mobile device.

View Case History in Chronological Order

Access data, contact information, reports, photos, etc., in chronological order.

Share Photos

Upload photos to cases, violations, and inspections.

Use Maps Integrated with Your GIS

Select case locations, view detailed property information, plan optimal inspection routes.

Accept Payment

Enable online and over-the-counter payments, send notifications for due payments, and determine a detailed list of fees.

Keep All Communication in One Place

Send direct and group time-stamped messages for organized conversations.

Get Up and Running Quickly

Start using Cloudpermit within weeks without costly integrations or IT support.

Cloudpermit provides community development software. We offer simple and online software solutions for building permitting, planning & zoning, and code enforcement.



Online Portal in the Cloud

Log into Cloudpermit whenever and wherever suits you best.

- ✓ Use any mobile device via the Internet
- ✓ Benefit from storing information in the cloud
- ✓ Automatically save and protect information in real-time
- ✓ Send direct or group time-stamped messages

License Dashboard View

Access all the information you need most often on your dashboard as soon as you log into Cloudpermit.

- ✓ Find the most recent applications
- ✓ View upcoming due dates
- ✓ Automate fee calculations
- ✓ Check business owner information
- ✓ Verify the status of an application

GIS Integrated Maps

Seamlessly integrate your GIS for accurate and relevant location information.

- ✓ Find up-to-date property information
- ✓ Plan routes for site visits
- ✓ Separate areas into zones

Data Import

Easily import past business licenses into Cloudpermit.

- ✓ Move existing data into a new system
- ✓ Store past business licenses online
- ✓ Keep all information in one place

Renewal Management

Renew business licenses with ease online.

- ✓ Get notified before renewals are due
- ✓ Send automatic email notifications to business owners for renewals
- ✓ See dashboard view for upcoming renewals

Document Management

Manage and sort documents simply and quickly with Cloudpermit.

- ✓ Manage documents for multiple business licenses
- ✓ Filter and sort relevant information

Reporting

Take advantage of custom reports and one-click downloads to learn more about the data surrounding your business licenses.

- ✓ Create reports for business license renewals
- ✓ Use templates
- ✓ Track outstanding fees
- ✓ Download reports as an Excel or CSV file

Payment and Fee Calculations

Set up online and over-the-counter payments.

- ✓ Send notifications for due payments
- ✓ Calculate fees for business licenses
- ✓ Manage overdue fees

Cloudpermit provides community development software. We offer simple and online software solutions for building permitting, business licensing, planning & zoning, and code enforcement.



Aim your phone camera here and tap the link that appears!

Implementation Timeline

The implementation schedule is mutually agreed upon before the kickoff meeting and documented with a project plan.

Check out our standard implementation schedule below.

Cloudpermit Estimated Project Timeline	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16	Week 17	Week 18	Week 19
Building Department	5-6 weeks																		
Code Enforcement						4-5 weeks													
Planning Department										8-10 weeks									

Implementation Model

Both Cloudpermit's team and the customer are responsible for performing tasks during the implementation process.

Kickoff:

The kickoff meeting starts the implementation process. Your designated Implementation Specialist, your staff, and key stakeholders meet to review an overview of the software, discuss goals and objectives, schedule, and plan for a successful implementation.

Workshop:

The workshop ensures that the Implementation Specialist has a clear understanding of the business processes, details that government staff needs to collect from the applicant, fee schedules, payment providers, any needed integrations and costs, and any needed templates.

Configuration:

The software is configured with the features and functionalities the customer needs.



Cloudpermit provides community development software. We offer simple and online software solutions for building permitting, business licensing, planning & zoning, and code enforcement.



Aim your phone camera here and tap the link that appears!

P.123



@Cloudpermit



Cloudpermit.com

Training & Testing:

The customer will meet with their Implementation Specialist for two standard training sessions.

Additional Training: Most customers feel prepared to start using Cloudpermit at the end of their training sessions. Sometimes, additional training is necessary. In this case, customers can order additional training for an additional cost.

Go-Live:

The go-live includes a go/no go decision prior to a scheduled go-live meeting where the training environment goes to production. At the go-live meeting, the customer will submit their first building permit, application, or create their first case within Cloudpermit.

Milestones & Acceptance Criteria:

Milestones are used to accept that you have completed a step in the implementation process. As each milestone is completed, the customer receives and must sign a Milestone Acceptance Document to agree the milestone has been reached.

If there are any go-live blockers or corrections needed, customers must inform Cloudpermit's team.

Change Management:

If additional needs are identified during the implementation process that are outside of the project scope, a change request is made.

Additional Services Cost

Cloudpermit can provide additional services as per the price list with a change order.

For on-site meetings, travel and per diem expenses will be invoiced to the customer in accordance with the Cloudpermit Travel Policy. This includes airfare, mileage, hotel accommodations, and daily per diem.

Let us know if you have any questions and we're looking forward to working with you.

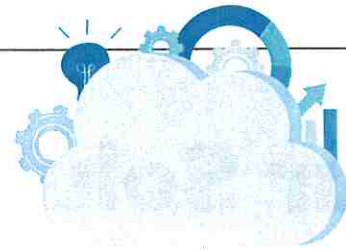
Cloudpermit provides community development software. We offer simple and online software solutions for building permitting, business licensing, planning & zoning, and code enforcement.



Aim your phone camera here and tap the link that appears!

Why Cloudpermit?

Building Permitting and Licensing
Software Made Simple



Accessible 24/7



Work in the field, issue applications from your couch, and cut down on time spent at the front counter. All users can access Cloudpermit from their phone, tablet, and computer without any installations or downloads — just log in online.

Time-Saver



Your staff, citizens, and workers can do everything online. Staff always get complete applications from their citizens and no one needs to travel to the office to reinput notes or submit documents.

User-Friendly



Benefit from community development software that doesn't have any frills or added expenses you don't need. It's intuitive and easy for all users to enjoy, even those who aren't good with tech.

Community Growth



Facilitate community growth with increased revenue by speeding up processes. Make your community a better place to live, build, and grow.



Our Solutions

Building Permitting and Licensing
Software Made Simple



Building Permitting

Use government permitting software to provide better citizen service, organize your building permits, and accept complete applications.



Business Licensing

Enjoy business license software that lets your team issue and renew business licenses, access property information, and use interactive maps.



Planning & Zoning

Take advantage of planning and zoning software to issue land use permits and achieve greater land management.



Code Enforcement

Benefit from code enforcement management software that allows code compliance officers to accept complaints online, view case history in chronological order, and communicate with direct and group messages.

Don't take our word for it...

Listen to our partners

“Every part of **my Cloudpermit journey has been easy** and everything that I was promised in the sales process has been delivered.”

Julie Wicker, Clerk for the Town of Wilson, Wisconsin

“We were confident with our decision because **Cloudpermit offered what we needed**, fit our budget, and worked with many other governments.”

John Snelson, Code Enforcement/Zoning Officer for White Oak Borough



“Our Customer Success Manager was amazing at walking us through the software and went above and beyond our expectations. He ensured we had the necessary tools for success, answered our questions, and gave us the confidence to explore new things. **The excellent customer service we received during implementation enabled us to provide excellent service to our citizens.**”

Henry Hemphill, City Planner for the City of Fruita



850+

Customers

19M

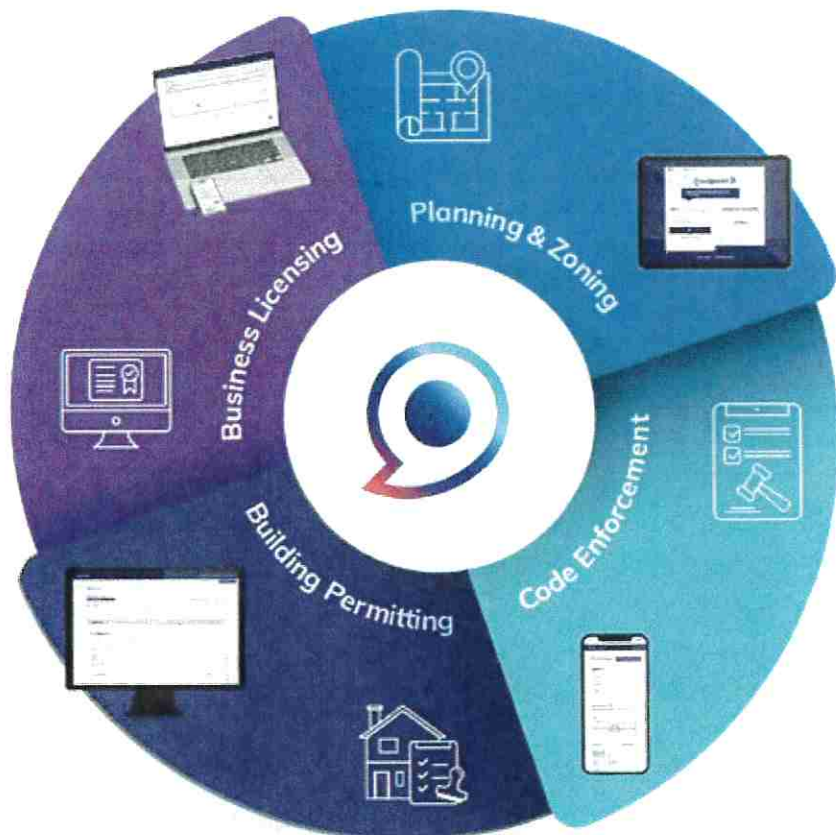
Inspections

18M

Building Permits

45M

Citizens



Enjoy community development software that was designed with **governments and agencies just like yours.**



@Cloudpermit | [Cloudpermit.com](https://cloudpermit.com)

Item # 7H
Date: 2-26-24

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the _____ Council Agenda

Business Name Legacy Liquor Mart LLC Phone Number _____

Address 1038 6th St

Manager's Name _____ Phone Number _____

Address _____

Owners Name _____ Phone Number _____

Address _____

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

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

2-26-24
Date

17A12
FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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

Reinspection completed all fire code issues
corrected.
Knox Box Placement in front.



State of Iowa

Alcoholic Beverages Division

A handwritten signature in blue ink, appearing to read "Naeem Firoz".

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
LEGACY LIQUOR MART LLC	Legacy Liquor Mart	(515) 451-0649		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1038 6th Street		Nevada	Story	50201
MAILING ADDRESS	CITY	STATE	ZIP	
1410 Panoramic Court	Ames	Iowa	50010	

Contact Person

NAME	PHONE	EMAIL
Naeem Firoz	(515) 451-0649	legacyliquormart@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Class E Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Jan 15, 2024	Jan 14, 2025	

SUB-PERMITS

Class E Retail Alcohol License

PRIVILEGES



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Naeem Firoz	Nevada	Iowa	50201	Owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

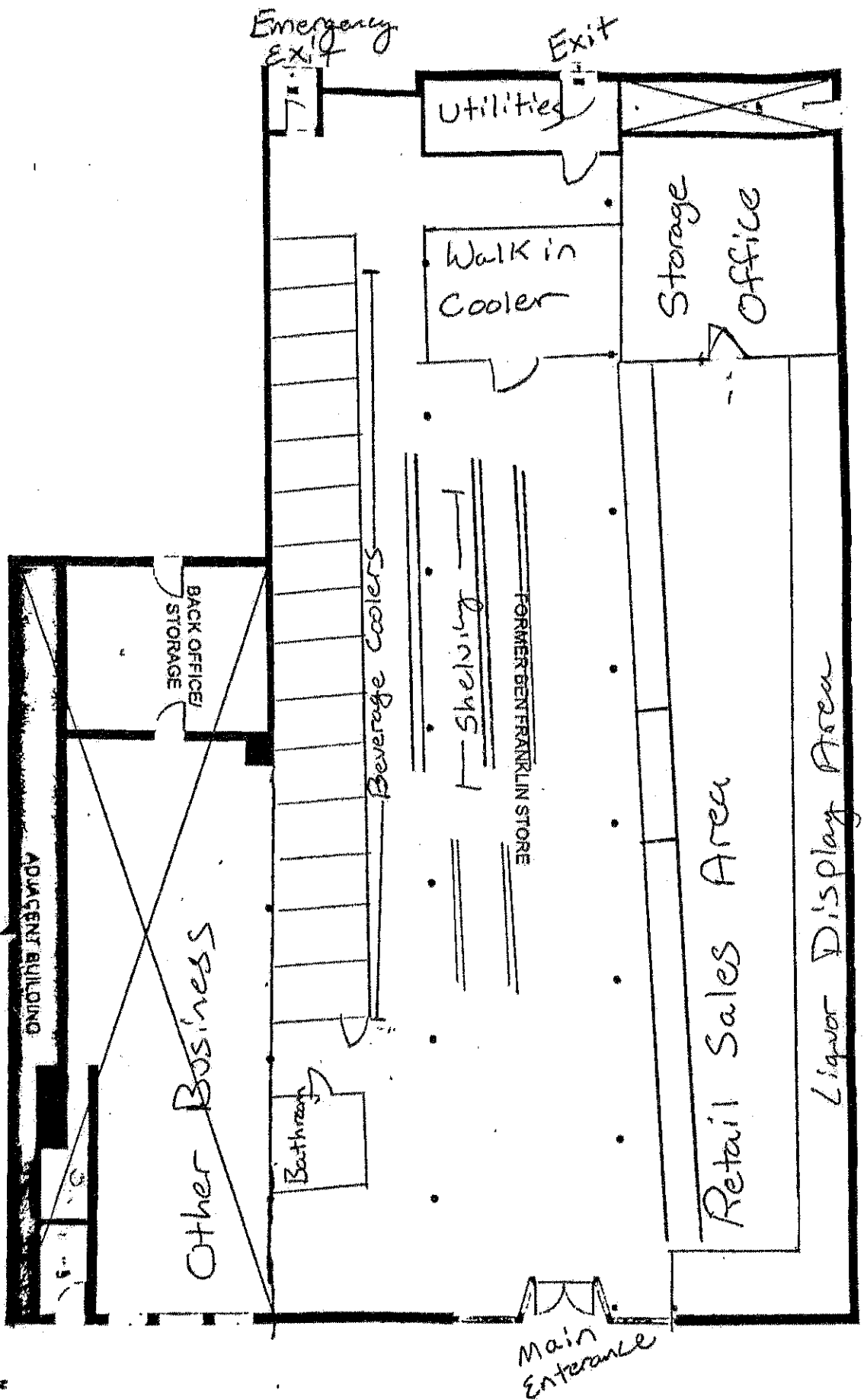
OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

EXISTING FIRST FLOOR



Instructions on the reverse side

For period (MM/DD/YYYY) 1 / 9 / 2024 through June 30, 2024

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

Business Information:

Trade name/Doing business as: Legacy Liquor Mart LLC
Physical location address: 1038 6th St. City: Nevada ZIP: 50201
Mailing address: 1410 Panoramic ct City: Ames State: IA ZIP: 50010
Business phone number: _____

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐
Name of sole proprietor, partnership, corporation, LLC, or LLP Legacy Liquor Mart LLC
Mailing address: 1410 Panoramic ct City: Ames State: IA ZIP: 50010
Phone number: 515-451-5479 Fax number: — Email: LegacyLiquorMart@gmail.com

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒
Types of Products Sold: (Check all that apply)
Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

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

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☒ Restaurant ☐ Tobacco store ☐
Has vending machine that assembles cigarettes ☐ Other ☐ _____

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

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

Name (please print): Naeem Firoz Name (please print): _____
Signature: [Signature] Signature: _____
Date: _____ Date: _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

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

Petition to STOP opening of downtown Liquor/Smoke shop

In signing this petition you agree with the stance that Nevada's downtown district is not an appropriate location for a Liquor/Smoke shop. We expect the city council to consider the concerns of the community members listed below.

Name		ZIP CODE
Phil G. Page	515-290-2974	50201
Paula K. Page	515-382-4005	50201
Brooke Sanchez	515-357-4883	50201
A A	515-203-0098	50201
BRANDON BRINTON		50201
John Klotzbach	515-451-5791	50201
Lepton Klotzbach		
Scott Tschender		50201
Brandi Schleisman		50201
Gm Hen		50201
K. Blum	515-290-6775	50201
John V. Kruschwitz		50201
Tammy Metzger	515-290-6416	50201
Brenda Holzer	515-290-1821	50201
Michael Wagner	515-291-3897	
Brian Shugh	515-450-6885	50201
Nanda Shuckee	515-231-1290	50201
Eric Gabrielsen	515-382-2151	50201
JAN KITCHEN	515-382-4881	50201
Dario Zuffanano	515-382-5342	50201
Walter	563-581-0696	50201

When you have collected names please drop this to the city of Nevada. By 2/23/24

City Administrators Report

February 8-22, 2024

Wastewater Plant

We are getting closer and closer to the actual facility being done, they will plan on completing the punch list in March. Unfortunately, they are still working on the problems that occurred at the lift station. The most recent issue was they cut through a cable when fixing the hatches. The main issue is communication and inexperienced workers, which is something I stressed on Wednesday. While I appreciate them bringing in extra workers, I mentioned they need to bring in workers who have experience working on these types of projects because that is part of the problem. Erin is still working with their attorney on getting the warranty all buttoned up.

Unveiling Party

We had the unveiling party for the "Experience" Guide to Nevada magazine as well as announcing Pizza Pie Looza Artists. Wasn't as big of a turnout as we hoped but there was still a good amount of people there. Very excited to have a community guide again, this was something listed in our 2040 plan.

Pizza Pie Looza

PPL Group announced that Sawyer Brown, Mark Wills, and Monica Austing will be here for this year's show. The Date is May 11, 2024. We did discuss having it sometime in June the following year due to weather conditions and do not want that to be a hindrance to attendance.

North Well Field

Shawn and I met with Josh Scanlon for HR Green to go over plans for the North Well Field. They will be starting soil tests very shortly to layout best locations for future wells. They were thinking either two or possibly three wells would fit in that particular acreage.

SCHT funds

Great news, we were awarded the 80k from SCHT so we will be able to kick off that program and have money to start awarding contracts. The plan is to go out on March 1 and have a deadline of May 31 for accepting applications. We will open it up again if additional funds are available.

Trails

You will be seeing a contract on the agenda to move forward with this project. Since HR Green helped with the initial grant we weren't awarded, they have already started working on the designs. We believe we have the amount down significantly to the original price which is helpful. This should keep us within the budget available we have been collecting on the trail levy.

Field House Tours

Rhonda and I met with community members and the City Administrator from Huxley last week and provided a tour of the field house. Rhonda has been showing a lot of people our new facility and it has been a hot topic. Both Tim and Rhonda have seen a big success with people attending and is full the majority of the time throughout the day and in the evening with activities.

Council Chambers

Met with Embark again to discuss the AV System in the Council Chambers. It is outdated and we do have issues more than not. I will be meeting with them again tomorrow (Friday) to discuss their proposal and will be able to provide more details during our council meeting on Monday.

Union

We went through initial Union proposals this last week and will be going through more on March 1st.

Urban Forestry Grant

Tim will be submitting the Urban Forestry Grant due on March 1st for the first round of trees. This grant will help with planting trees taken down from Derecho as well as adding some in city ROW. The plan was submitted calling for 17 trees at Evergreen Lane and on many trees on 6th street, starting on I Avenue headed south to the RR tracks.

Capstone Group

There is a purchase agreement in place so we are getting closer to the start of this project.

Trailside plans

OnTrack has been working on installing the sewer lines for this housing project, they are getting closer to finishing. They have been able to work faster than usual for this time of year due to no frost in the ground.

School Zones

Still working through the school zones, because it is a big area, I talked with Erin about how to write this ordinance and she is getting more information on this because typically, they are addressed through stop signs rather than areas, so we will not be seeing it on this agenda but hopefully the next.

Sponsored Project

Will be receiving bids in March for this project. We are working through getting easements for the areas or properties we do not currently have them on. Fortunately, there are some in place because of the trail.

Public Arts Commission

Met with this Committee for the second time, they are pinpointing locations in town that would serve as good locations for either murals or sculptures.

Well Field

Waiting to hear back from the people we contacted about this.

Lamar Signs

Erin and I went through the contract sent over. There are things I need to reach back out and get some clarification on as well as change certain language in the contract.

MONTHLY/WEEKLY STANDING MEETINGS

AEDC

NEDC Exec

WWTP

Rotary



STAFF MEETING AGENDA

No Meeting due to Holiday.

