

COPY



AGENDA  
REGULAR MEETING OF THE NEVADA CITY COUNCIL  
MONDAY, JUNE 24, 2024 – 6:00 P.M.  
NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6<sup>TH</sup> STREET

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

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

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

Webinar ID: 851 5957 2027 Password: 287321

*\*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](mailto:kwright@cityofnevadaiaowa.org) by 4:00 p.m. Monday, June 24, 2024*

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. Review of ICAP and IMWCA Insurance Renewals, Melissa Johnson with Midwest Insurance
5. PUBLIC HEARING(S)
  - A. Vacation of City Property (Right of Way Easement for Story County Hospital)
    1. Public Hearing
    2. Resolution No. 091 (2023/2024): A Resolution to Vacate and Convey Disclaimer of Interest in Right-of-Way Permit and Easement
6. Approval of CONSENT AGENDA (Any item on the Consent Agenda may be removed for separate consideration.)

Y904

- A. Approve Minutes of the Regular Meeting held on June 10, 2024
- B. Approve Minutes of the Special Meeting held on June 14, 2024
- C. Approve Payment of Cash Disbursements, including Check Numbers 83948-84047 and Electronic Numbers 1647-1657 (Inclusive) Totaling \$659,105.84 (See attached list)
- D. Approve Financial Reports for Month of May, 2024
- E. Authorize Payment of \$42,243 to Iowa Municipal Workers Company Association for FY 2024/2025 Insurance after July 1, 2024
- F. Authorize Payment of \$379,508.00 to Iowa Communities Assurance Pool for FY2024/2025 Insurance after July 1, 2024
- G. Resolution No. 092 (2023/2024): A Resolution Accepting Corrected Minor Subdivision for MARTIN'S 3<sup>RD</sup> ADDITION, Nevada, Story County, Iowa
- H. Camelot Downtown Housing Grant Extension Request
- I. Approve Special Class C Alcohol License for CLOUD WINE, LLC d/b/a/ Lucky Wife Wine Slushies, 6<sup>th</sup> Street for Farmer's Market, Effective July 5, 2024 – July 9, 2024
- J. Approve Special Class C Alcohol License for CLOUD WINE, LLC d/b/a/ Lucky Wife Wine Slushies, 6<sup>th</sup> Street for Farmer's Market, Effective July 19, 2024 – July 23, 2024
- K. Approve Renewal of Class E Alcohol License for HY-VEE, INC. d/b/a Hy-Vee Dollar Fresh, 1622 Fawcett Parkway, Effective August 10, 2024
- L. Approve Fiscal Year 2024/2025 Retail Cigarette/Tobacco Permits for:
  - 1. Renewal – Fareway Stores, Inc., #426, 1505 South B Avenue
  - 2. Renewal – Casey's General Store #2306, 1136 Lincoln Highway
  - 3. Renewal – Casey's General Store #3319, 1800 South B Avenue
  - 4. Renewal – Good & Quick Co., 519 Lincoln Highway
  - 5. Renewal – Dollar General Store #1536, 1705 South B Avenue
  - 6. Renewal – Hy-Vee Dollar Fresh Market, 1622 Fawcett Parkway
  - 7. Renewal – Hopstop Liquor & Groceries, 136 Lincoln Highway
  - 8. Renewal – Sundown Liquor & Groceries, 731 Lincoln Highway
  - 9. Renewal – Legacy Liquor Mart, 1038 6<sup>th</sup> Street

7. MAYOR'S REAPPOINTMENTS

- A. Park Board – Laura Kiesling
- B. Park Board – Glen Miller

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

- A. Proclamation for Parks & Recreation Month

9. OLD BUSINESS

- A. Ordinance No. 1056 (2023/2024): An Ordinance Amending Chapter 62 (General Traffic Regulations) of the City Code by Establishing School Zones in Certain Areas of Town, Third and Final Reading
- B. Approve Change Order No. 3 for the 2024 Street Improvement Project from Con-Struct Inc. in the amount of \$4,020.00

C. Approve Change Order No. 1 for the F Ave & G Ave HMA Overlay Project from InRoads in the amount of \$42,895.00

D. Resolution No. 093 (2023/2024): A Resolution Approving Reimbursement Agreement – Preliminary Engineering Services with Union Pacific Railroad Company

#### 10. NEW BUSINESS

A. Resolution No. 094 (2023/2024): A Resolution to Approve Iowa Cash Rent Farm Lease (Short Form) for 2024 – Jamie Courtney

B. Resolution No. 095 (2023/2024): A Resolution to Approve Iowa Cash Rent Farm Lease (Short Form) for 2024 – Jeff Longnecker

C. Resolution No. 096 (2023/2024): A Resolution approving the Story County Housing Trust Grant Agreement, Contract Number #2024-06

D. Resolution No. 097 (2023/2024): A Resolution Establishing Fiscal Years 24/25, 25/26, and 26/27 Salary Ranges for Non-Union Staff

E. Discussion and Appropriate Follow up Regarding HMA Overlay on S14

F. Resolution No. 098 (2023/2024): A Resolution Approving the Agreement to Pay User Increase in Wastewater Cost

#### 11. REPORTS – City Administrator/Mayor/Council/Staff

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

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

#### 14. ADJOURN

The agenda was posted on the official bulletin board on June 20, 2024, in compliance with the requirements of the open meetings law.

Posted \_\_\_\_\_

E-Mailed \_\_\_\_\_

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MEMO FOR  
REGULAR MEETING OF THE NEVADA CITY COUNCIL  
TUESDAY, JUNE 24, 2024 – 6:00 P.M.

9. OLD BUSINESS

- A. Ordinance No. 1056 (2023/2024): An Ordinance Amending Chapter 62 (General Traffic Regulations) of the City Code by Establishing School Zones in Certain Areas of Town, Third and Final Reading

**Enclosed you shall find the second reading for an ordinance establishing school zones, which will allow police officers to increase fines in the area.**

- B. Approve Change Order No. 3 for the 2024 Street Improvement Project from Con-Struct Inc. in the amount of \$4,020.00

**Enclosed you shall find the revised change order and engineer's explanation.**

- C. Approve Change Order No. 1 for the F Ave & G Ave HMA Overlay Project from InRoads in the amount of \$42,895.00

**Enclosed you shall find the action form, staff's recommendation, and change order from InRoads.**

- D. Resolution No. 093 (2023/2024): A Resolution Approving Reimbursement Agreement – Preliminary Engineering Services with Union Pacific Railroad Company

**Enclosed you shall find the resolution and agreement. This is so UPRR can review the City engineer's plans for the Bridge project to ensure it aligns with their specifications, because the project is so close to the railroad.**

10. NEW BUSINESS

- A. Resolution No. 094 (2023/2024): A Resolution to Approve Iowa Cash Rent Farm Lease (Short Form) for 2024 – Jamie Courtney

**Enclosed you shall find the cash rent lease and resolution approving the agreement.**

- B. Resolution No. 095 (2023/2024): A Resolution to Approve Iowa Cash Rent Farm Lease (Short Form) for 2024 – Jeff Longnecker

**Enclosed you shall find the cash rent lease and resolution approving the agreement.**

- C. Resolution No. 096 (2023/2024): A Resolution approving the Story County Housing Trust Grant Agreement, Contract Number #2024-06

**Enclosed you shall find the SCHAT Grant Agreement with the City and the Resolution approving**

- D. Resolution No. 097 (2023/2024): A Resolution Establishing Fiscal Years 24/25, 25/26, and 26/27 Salary Ranges for Non-Union Staff

**Enclosed you shall find the minimum/maximum employee wage ranges and resolution.**

E. Approve HMA Overlay on S14

**Enclosed you shall find a brief action form outlining a portion of S14 that the City would like to repair in conjunction with the County's project.**

F. Resolution No. 098 (2023/2024): A Resolution Approving the Agreement to Pay User Increase in Wastewater Cost

**Enclosed you shall find the resolution and agreement with Burke.**



Iowa Municipalities Workers' Compensation Association

**Nevada (0585)**  
**Information Page of the Coverage Memorandum**  
**As of 5/8/2024**  
**Policy Period: 7/1/2024-7/1/2025**

1. Participant: Nevada Policy Number: 0585-2425-WC  
PO Box 530 FEIN 42-6005023  
1209 6th Street  
Nevada, Iowa 50201-0530

**2. Workers' Compensation Coverage**

This Workers' Compensation Coverage Memorandum is effective from 12:01 AM on July 01, 2024 to 12:01 AM on July 01, 2025.

3. A. Workers' Compensation Coverage: This section of the Coverage Memorandum applies to the Workers' Compensation Law of Iowa.  
B. Employers' Liability Coverage: Part Two of this Memorandum applies to work in Iowa. The limits of the Association's liability under Part Two are:

- Bodily Injury by Accident: \$1,000,000 each accident
- Bodily Injury by Disease: \$1,000,000 memorandum limit
- Bodily Injury by Disease: \$1,000,000 each employee

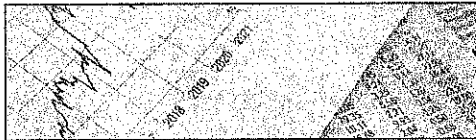
C. Other States' Coverage: Part Three of this Memorandum applies to the states, if any, listed here: All states except ND, OH, WA, WY.  
D. This Memorandum includes a Voluntary Compensation and Employers' Liability Coverage Endorsement and Schedule as well as a Longshoremens and Harbor Workers' Compensation Act Coverage Endorsement and Schedule.

4. The Estimated Premium Schedule attached hereto and by this reference made a part hereof, is based on the association's manuals of rules, classifications, rates and rating plans. This initial calculation is subject to verification and change by audit.

5. Volunteers other than those shown on the Estimated Premium Schedule are not covered by the provisions of the Workers' Compensation Coverage Memorandum.

Signed at Des Moines, Iowa, on May 08, 2024.

Authorized Signature



# Workers Compensation Experience Rating Report

## 0585 - Nevada

### Effective 7/1/2024

Member No	0585
Member Name	Nevada
Risk Number	-
Effective Date	7/1/2024

### Policy Year 2020-2021

#### Actual Losses

Claim Number	Status	Claim Type	Reporting Code	Total Incurred	Actual Incurred	Primary Losses
2020037139	F	Medical Only	WC	\$408.72	\$122.62	\$123.00
2020037635	F	Medical Only	WC	\$422.82	\$126.85	\$127.00
2020037756	F	Medical Only	WC	\$916.15	\$274.85	\$275.00
<b>Totals</b>				<b>\$ 1,747.69</b>	<b>\$ 524.32</b>	<b>\$ 525.00</b>

#### Expected Losses

State	Class	Payroll	ELR	D Ratio	Expected Losses	Expected Primary Losses
IA	5506	\$248,073.00	2.47	.40	\$6,127.00	\$2,451.00
IA	7520	\$246,147.00	1.25	.47	\$3,077.00	\$1,446.00
IA	7580	\$200,002.00	1.02	.42	\$2,040.00	\$857.00
IA	7705V	\$2,783.00	2.24	.47	\$62.00	\$29.00
IA	7710	\$69,683.00	18.75	.40	\$13,066.00	\$5,226.00
IA	7711	\$21,025.00	18.75	.40	\$3,942.00	\$1,577.00
IA	7720	\$546,182.00	1.23	.42	\$6,718.00	\$2,822.00
IA	8810	\$674,100.00	.10	.49	\$674.00	\$330.00
IA	8810V	\$7,150.00	.10	.49	\$7.00	\$3.00
IA	8831	\$31,844.00	.71	.56	\$226.00	\$127.00
IA	9015	\$100,490.00	1.30	.47	\$1,306.00	\$614.00
IA	9101	\$7,818.00	2.39	.52	\$187.00	\$97.00
IA	9102	\$256,866.00	1.41	.47	\$3,622.00	\$1,702.00
IA	9154	\$261.00	.87	.49	\$2.00	\$1.00
IA	9220	\$59,214.00	2.41	.47	\$1,427.00	\$671.00
IA	9402	\$25,988.00	1.60	.40	\$416.00	\$166.00
IA	9410	\$76,464.00	1.13	.49	\$864.00	\$423.00
<b>Totals</b>		<b>\$ 2,574,090.00</b>			<b>\$ 43,763.00</b>	<b>\$ 18,542.00</b>

Manual Contribution: \$ 110,152.00

### Policy Year 2021-2022

#### Actual Losses

Claim Number	Status	Claim Type	Reporting Code	Total Incurred	Actual Incurred	Primary Losses
2021039199	F	Medical Only	WC	\$120.48	\$36.14	\$36.00
2021039264	F	Medical Only	WC	\$482.97	\$144.89	\$145.00
2021039476	F	Medical Only	WC	\$103.85	\$31.16	\$31.00
2021039625	F	Medical Only	WC	\$554.08	\$166.22	\$166.00
2022040497	F	Medical Only	WC	\$461.18	\$138.35	\$138.00
<b>Totals</b>				<b>\$ 1,722.56</b>	<b>\$ 516.76</b>	<b>\$ 516.00</b>

**Expected Losses**

State	Class	Payroll	ELR	D Ratio	Expected Losses	Expected Primary Losses
IA	5506	\$265,031.00	2.47	.40	\$6,546.00	\$2,618.00
IA	7520	\$227,607.00	1.25	.47	\$2,845.00	\$1,337.00
IA	7580	\$306,222.00	1.02	.42	\$3,123.00	\$1,312.00
IA	7705V	\$2,461.00	2.24	.47	\$55.00	\$26.00
IA	7710	\$80,737.00	18.75	.40	\$15,138.00	\$6,055.00
IA	7711	\$25,081.00	18.75	.40	\$4,703.00	\$1,881.00
IA	7720	\$659,915.00	1.23	.42	\$8,117.00	\$3,409.00
IA	8810	\$773,192.00	.10	.49	\$773.00	\$379.00
IA	8810V	\$8,792.00	.10	.49	\$9.00	\$4.00
IA	8831	\$42,460.00	.71	.56	\$301.00	\$169.00
IA	9015	\$180,144.00	1.30	.47	\$2,342.00	\$1,101.00
IA	9101	\$11,440.00	2.39	.52	\$273.00	\$142.00
IA	9102	\$225,934.00	1.41	.47	\$3,186.00	\$1,497.00
IA	9154	\$1,150.00	.87	.49	\$10.00	\$5.00
IA	9220	\$62,520.00	2.41	.47	\$1,507.00	\$708.00
IA	9402	\$11,269.00	1.60	.40	\$180.00	\$72.00
IA	9410	\$55,367.00	1.13	.49	\$626.00	\$307.00
<b>Totals</b>		<b>\$ 2,939,322.00</b>			<b>\$ 49,734.00</b>	<b>\$ 21,022.00</b>

Manual Contribution: \$ 130,503.00

**Policy Year 2022-2023**

**Actual Losses**

Claim Number	Status	Claim Type	Reporting Code	Total Incurred	Actual Incurred	Primary Losses
2022041522	O	Medical Only	WC	\$2,000.00	\$600.00	\$600.00
2022042001	F	Volunteer Medical Only	WC	\$1,448.12	\$434.44	\$434.00
2022042002	F	Volunteer Medical Only	WC	\$344.23	\$103.27	\$103.00
2022042385	F	Medical Only	WC	\$223.75	\$67.13	\$67.00
2023043494	F	Medical Only	WC	\$330.00	\$99.00	\$99.00
2023043695	F	Medical Only	WC	\$524.18	\$157.25	\$157.00
<b>Totals</b>				<b>\$ 4,870.28</b>	<b>\$ 1,461.09</b>	<b>\$ 1,460.00</b>

**Expected Losses**

State	Class	Payroll	ELR	D Ratio	Expected Losses	Expected Primary Losses
IA	5506	\$257,595.00	2.47	.40	\$6,363.00	\$2,545.00
IA	7520	\$231,524.00	1.25	.47	\$2,894.00	\$1,360.00
IA	7580	\$186,253.00	1.02	.42	\$1,900.00	\$798.00
IA	7705V	\$2,183.00	2.24	.47	\$49.00	\$23.00
IA	7710	\$85,728.00	18.75	.40	\$16,074.00	\$6,430.00
IA	7711	\$24,965.00	18.75	.40	\$4,681.00	\$1,872.00
IA	7720	\$793,967.00	1.23	.42	\$9,766.00	\$4,102.00
IA	8810	\$861,931.00	.10	.49	\$862.00	\$422.00
IA	8810V	\$13,150.00	.10	.49	\$13.00	\$6.00
IA	8831	\$46,199.00	.71	.56	\$328.00	\$184.00
IA	9015	\$231,705.00	1.30	.47	\$3,012.00	\$1,416.00
IA	9101	\$7,674.00	2.39	.52	\$183.00	\$95.00



State	Class	Payroll	ELR	D Ratio	Expected Losses	Expected Primary Losses
IA	9102	\$339,849.00	1.41	.47	\$4,792.00	\$2,252.00
IA	9154	\$1,150.00	.87	.49	\$10.00	\$5.00
IA	9220	\$71,587.00	2.41	.47	\$1,725.00	\$811.00
IA	9402	\$23,175.00	1.60	.40	\$371.00	\$148.00
IA	9410	\$65,556.00	1.13	.49	\$741.00	\$363.00
<b>Totals</b>		<b>\$ 3,244,191.00</b>			<b>\$ 53,764.00</b>	<b>\$ 22,832.00</b>

Manual Contribution: \$ 138,043.00

## Experience Modifier

	Actual	Expected
Primary Losses	\$2,501.00	\$62,396.00
Excess Losses	\$0.00	\$84,865.00
Total Losses	\$2,502.00	\$147,261.00
Weighting Value	0.16	0.16
Ballast Value	48,300	48,300
Weighted Expected Excess	\$71,287.00	\$71,287.00
Ratable Excess	\$0.00	\$13,578.00
Total	\$122,088.00	\$195,561.00
Experience Modification	-	.62

## Experience Modifier Calculation

Actual Incurred Losses	A	\$ 2,502.00	Actual Excess Losses	E = (A - B)	\$ 0.00
Primary Actual Incurred Losses	B	\$ 2,501.00	Expected Excess Losses	F = (C - D)	\$ 84,865.00
Expected Losses	C	\$ 147,261.00	Weighting Value	G	0.16
Primary Expected Incurred Losses	D	\$ 62,396.00	Ballast Value	H	48,300.00

Experience Modification  
Formula

Experience Modification Formula With Values

$$\frac{B + H + (E \times G) + (1 - G) \times F}{D + H + (F \times G) + (1 - G) \times F}$$

$$\frac{2,501.00 + 48,300.00 + (0.00 \times 0.16) + (1 - 0.16) \times 84,865.00}{62,396.00 + 48,300.00 + (84,865.00 \times 0.16) + (1 - 0.16) \times 84,865.00}$$

Calculated Experience Modifier 0.62

Maximum Experience Modifier 6.71  
 $1.10 + (0.00004)((C) + (2)(C) / (9.5))$

Minimum Experience Modifier 0.61  
 (Experience modifier with no losses)

**Final Experience Modifier 0.62**

- Actual Incurred reflects a decrease of 70% on medical primary and excess losses per state rules.

**RESOLUTION NO. 091 (2023/2024)**

**A RESOLUTION TO VACATE AND CONVEY DISCLAIMER OF INTEREST IN  
RIGHT-OF-WAY PERMIT AND EASEMENT**

**WHEREAS**, The Story County Hospital is the current owner of certain real property (the “Property”) legally described on “Exhibit A” attached hereto; and

**WHEREAS**, that certain Right-of-Way Permit and Easement in favor of the City, dated September 9, 1977, and recorded October 21, 1977, in the office of the County Recorder in Book 137, Page 413 (the “Easement”), has been recorded as an encumbrance for utility purposes against title to the Property; and

**WHEREAS**, The Easement does not, in fact, encumber title to the Property and was erroneously recorded against title to the Property; and

**WHEREAS**, The City hereby desires to disclaim any interest in the Easement with respect to the Property and terminate the Easement with respect to the Property, but not with respect to any other property affected by such Easement; and

**WHEREAS**, a public hearing on the proposed vacation and conveyance was held on June 24, 2024; and

**WHEREAS**, the City Council found and determined that the proposed vacation would serve the public interest.

**NOW THEREFORE BE IT RESOLVED** by the City Council of Nevada, Iowa that:

1. The City of Nevada, Iowa, hereby vacates and conveys all rights, title, and interest in and to the following described on “Exhibit A” attached hereto.
2. The Mayor is authorized and directed to sign the Disclaimer for the conveyance identified above, and the City Clerk is authorized and directed to attest to the Mayor’s signature.
3. Any resolution or part thereof in conflict or inconsistent with this resolution is repealed.

**PASSED AND APPROVED** this 24<sup>th</sup> day of June, 2024.

\_\_\_\_\_  
Brett Barker, Mayor

Attest:

\_\_\_\_\_  
Kerin Wright, City Clerk

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

Lot One (1) and the North one-half of Lot Four (4) in Block Forty-five (45) of the Original Town of Nevada, Story County, Iowa.

(Tax Parcel No. 1107255660)

The South ten (10) feet of Lot eight (8) and all of Lot nine (9) in Block thirty-nine (39) in the Original Town of Nevada, Iowa, Story County, Iowa.

(Tax Parcel No. 1107250360)

Block Forty (40), Original Town of Nevada, Story County, Iowa.

(Tax Parcel No. 1107255400)

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**DISCLAIMER OF INTEREST  
IN  
RIGHT-OF-WAY PERMIT AND EASEMENT**

THIS DISCLAIMER OF INTEREST IN RIGHT-OF-WAY PERMIT AND EASEMENT (this "Disclaimer") is made as of \_\_\_\_\_, 2024 (the "Effective Date"), by CITY OF NEVADA, STORY COUNTY, IOWA, a municipal corporation (the "City").

RECITALS:

A. The Story County Hospital is the current owner of that certain real property (the "Property") legally described on Exhibit A attached hereto.

B. That certain Right-Of-Way Permit and Easement in favor of the City, dated September 9, 1977, and recorded October 21, 1977, in the Office of the County Recorder in Book 137, Page 413 (the "Easement"), has been recorded as an encumbrance for utility purposes against title to the Property.

C. The Easement does not, in fact, encumber title to the Property and was erroneously recorded against title to the Property.

D. The City hereby desires to disclaim any interest in the Easement with respect to the Property and terminate the Easement with respect to the Property, but not with respect to any other property affected by such Easement.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the City agrees as follows:

City Disclaimer and Termination of Easement. As of the Effective Date, the City hereby disclaims any interest in the Easement with respect to the Property and terminates the Easement with respect to the Property, but not with respect to any other property affected by such Easement. As of the Effective Date, all rights and obligations under the Easement are hereby terminated, released and vacated in their entirety and are of no further force and effect with respect to the Property.

*[Remainder of page intentionally left blank; signature follows.]*

IN WITNESS WHEREOF, the City has executed this Disclaimer as of the Effective Date.

THE CITY OF NEVADA, STORY COUNTY,  
IOWA, an Iowa municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: City Clerk

STATE OF IOWA            )  
                                  ) ss.  
COUNTY OF STORY     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ and \_\_\_\_\_, as Mayor and City Clerk, respectively, of City of Nevada, Story County, Iowa, an Iowa municipal corporation.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

Lot One (1) and the North one-half of Lot Four (4) in Block Forty-five (45) of the Original Town of Nevada, Story County, Iowa.

(Tax Parcel No. 1107255660)

The South ten (10) feet of Lot eight (8) and all of Lot nine (9) in Block thirty-nine (39) in the Original Town of Nevada, Iowa, Story County, Iowa.

(Tax Parcel No. 1107250360)

Block Forty (40), Original Town of Nevada, Story County, Iowa.

(Tax Parcel No. 1107255400)

**Recorder's Cover Sheet**

**Document: DISCLAIMER OF INTEREST IN RIGHT-OF-WAY PERMIT AND EASEMENT**

**Preparer Information:** (name, address and phone number)

Michele J. Thurnblom Esq., Dorsey & Whitney LLP, 50 South Sixth Street, Suite 1500,  
Minneapolis, Minnesota 55402  
Phone: (612) 492-6557

**Taxpayer Information:**

Story County Hospital, 640 S. 19<sup>th</sup> St., Nevada, IA 50201

**Return Document To:**

Michele J. Thurnblom Esq., Dorsey & Whitney LLP, 50 South Sixth Street, Suite 1500,  
Minneapolis, Minnesota 55402

**Declarant/Disclaimant:**

City of Nevada, Story County, Iowa

**Legal Description:** See Exhibit A

**Document or instrument number of previously recorded documents:** Book 137, Page 413

# Shuttleworth & INGERSOLL\*

ATTORNEYS AT LAW • ESTABLISHED 1854

February 29, 2024

## VIA EMAIL

Nevada Flats, LLC  
ATTN: Michael A. Michaud  
3831 Fenway Crossing  
Marietta, GA 30062  
(MikeM@TheCapstoneGroup.org)

Re: Preliminary Title Opinion – The South 10 feet of Lot 8 and all of Lot 9, Block 39,  
Original Town of Nevada, Story County, Iowa (630 5<sup>th</sup> Street, Nevada, Iowa)

Dear Mr. Michaud:

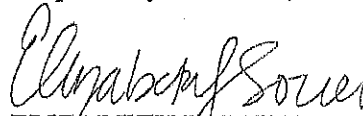
Pursuant to your request, examination has been made of the abstract of title to the real estate situated in Story County, Iowa described in Schedule A, Item 3 herein.

The abstract consists of Entries 1 through 68, inclusive, and was last certified following Entry 68 to February 15, 2024, at 8:00 a.m. by Abstract & Title Services (Abstract No. 2402140273). All citations in this opinion to recorded documents refer to the office of the Story County Recorder, unless otherwise indicated.

In our opinion, title to the real estate is as reported in Schedule A, Item 2 herein subject to the items set forth in Schedule B herein.

We will retain the abstract in our file pending further instructions.

Respectfully submitted,



ELIZABETH J. SOUER

Iowa Title Guaranty Member #10770

ELS:lms

File No: 26644-6



### SCHEDULE A

1. CERTIFICATION DATE: February 15, 2024, at 8:00 a.m.
2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED HEREIN IS FEE SIMPLE AND TITLE THERETO IS AT THE CERTIFICATION DATE HEREOF VESTED IN:

**Board of Trustees of Story County Hospital**

3. THE LAND REFERRED TO IN THIS OPINION IS DESCRIBED AS FOLLOWS:

**The South 10 feet of Lot Eight (8) and all of Lot Nine (9), Block Thirty-nine (39), Original Town of Nevada, Story County, Iowa**

### SCHEDULE B—SECTION 1

#### REQUIREMENTS FOR FINANCING

1. Deed from the titleholder in accordance with its governing documents.
2. Declaration of Value and Groundwater Hazard Statement.
3. Disclaimer from the City of Nevada as to the Right-of-Way Permit and Easement in paragraph 4 as to the real estate.
4. Payment of transfer taxes.
5. Day of closing report from abstractor confirming that there are no new matters affecting the property since the last certification of the abstract.

### SCHEDULE B – SECTION 2 STANDARD EXCEPTIONS TO TITLE OPINION

- A. This examination is limited to the above described property.
- B. As a purchaser, owner, mortgage lender or holder of any other interest in real estate, you should consider whether to purchase the additional protection of your interest in the real estate afforded by an owner's or lender's title guaranty certificate and the optional endorsements to such certificates. These certificates are issued by the Title Guaranty Division of the Iowa Finance Authority and may be purchased through a participating attorney. A title guaranty certificate provides certain protection of your interest in the

property that exceeds that available through this opinion. If you are interested in such a certificate or have questions concerning such certificates, please contact the undersigned.

- C. (Environmental) Any solid wastes, hazardous substances, pollutants, above or below ground storage tanks, drainage wells, water wells, landfill sites or other environmentally regulated conditions which exist on the property. Such conditions are not ordinarily shown in the abstract, but they may result in injunctions, fines, required cleanup or other remedial actions under federal, state or local laws. These laws may impose liens against the property and personal liability against the owner, even though the owner did nothing to create the condition and acquired the property without knowing about it.
- D. (Zoning and governmental regulations) Zoning and other governmental regulations which affect and restrict the use of the property; the effect of such governmental regulations, or the effect of any violation thereof including, but not limited to, violations of zoning, building setback lines and any limitations imposed upon the property by reason of it lying within a flood plain, if that is the case; and governmental exercise of the right of eminent domain or exercise of police powers.
- E. (Miscellaneous) Rights or claims of parties in possession, if any; to the possibility of mechanic's lien claims for work performed or materials supplied within the past ninety days; the possibility of taxes or special assessments for recent improvements not yet shown as liens by the public records; possible errors of survey, easements, servitudes, encroachments, over-laps, boundary line disputes, or other matters which might be disclosed by an accurate survey and careful examination of the premises; easements not of record; the rights under federal bankruptcy law of any party in the chain of title, or their successors or assigns, to void any deed or conveyance; and Uniform Commercial Code filings with the Iowa Secretary of State affecting growing crops.
- F. Personal taxes assessed as real estate or taxes on leased equipment.
- G. Contents of subdivision plat, if applicable.
- H. Filings with the Iowa Mechanic's Notice and Lien Registry, except to the extent that the abstractor has searched and certified as to the same.

**IN ADDITION TO THE STANDARD EXCEPTIONS, CONDITIONS, STIPULATIONS AND EXCLUSIONS SET FORTH HEREIN, THE LAND DESCRIBED HEREIN IS, AS OF THE CERTIFICATION DATE HEREOF, SUBJECT TO THE FOLLOWING:**

- 1. Real estate taxes for the fiscal year beginning July 1, 2022 and ending June 30, 2023 are exempt (Parcel No. 11-07-250-360) (Entry 68).

2. The real estate is subject to zoning regulation (Entry 67). Buyer should satisfy themselves that current zoning is compatible with their intended use.
3. Retracement Plat of Survey dated June 2, 2005, and recorded June 16, 2005, as Instrument No. 05-06887 (Entry 66). A copy of this Entry is enclosed for your reference.
4. Right-of-Way Permit and Easement dated September 9, 1977, and recorded October 21, 1977, in Book 137, Page 413 (Entry 64). A copy of this Entry is enclosed for your reference.
5. Right-of-Way Permit and Easement to the City of Nevada dated September 9, 1977, and recorded December 30, 1977, in Book 138, Page 298 (Entry 65). This Entry is for information only.
6. City of Nevada Zoning Ordinance No. 453 regulating the size and use of buildings and other structures dated May 16, 1960, and recorded May 24, 1960, in Book 87, Page 139 (Entry 42).
7. Plat and Dedication dated September 2, 1853, and recorded February 23, 1854 in Book A, Page 44 (Entry 1). A copy of the Plat is enclosed for your reference.

THAT RICHARD HUFF AND LAVERN RULLESTAD, BY THEIR JOINT AND SEVERAL ACTS, HAVE CONSIDERATION OF THE SUM OF ONE DOLLAR AND OTHER VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DO HEREBY GRANT UNTO THE CITY OF NEVADA, STORY COUNTY, IOWA, ITS SUCCESSORS AND ASSIGNS, THE PERPETUAL RIGHT TO USE FOR ITSELF TOGETHER WITH THE RIGHT TO EXTEND TO ANY TELEPHONE, TELEGRAPH, ELECTRIC OR POWER COMPANY THE RIGHT TO USE SEPARATELY OR JOINTLY WITH THE CITY OF NEVADA, IOWA, THE AREAS INCLUDED IN THIS EASEMENT FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, OPERATING AND MAINTAINING WATER MAINS, SEWERS, ELECTRIC LINES, TELEPHONE LINES, TELEGRAPH LINES AND OTHER LINES FOR ELECTRICAL ENERGY, CONSISTING OF POLES, WIRES, CABLES, CONDUITS, FIXTURES, ANCHORS AND OTHER SIMILAR EQUIPMENT INCLUDING THE RIGHT TO TRIM OR REMOVE TREES WITHIN SUCH AREA AS NECESSARY TO SECURE A CLEARANCE OF FOUR (4) FEET FROM THE WIRES OR POLES, OVER, UPON, ACROSS OR UNDER THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF NEVADA, STORY COUNTY, IOWA, TO-WIT:

The South Five (5) Feet of Lots One (1), Two (2), Three (3), Four (4) and Five (5) and the North Five (5) Feet of Lots Six (6), Seven (7), Eight (8), Nine (9) and Ten (10), all in Huff-Rullestad First Addition to the City of Nevada, Iowa

The foregoing right is granted upon the express condition that the City of Nevada, Iowa, or any telephone, telegraph, electric or power company to whom the right to use this Easement is extended will assume liability for all damage to the above described property caused by the failure on the part of the user, of this Easement to use due care in its exercise of the granted right. It is specifically understood that the Iowa Electric Light and Power Company and the General Telephone Company of Iowa shall have the right to use the above Easement until such time as the said rights are withdrawn by the City of Nevada, Iowa.

IN WITNESS WHEREOF, the said Richard Huff and LaVern Rullestad have caused this instrument to be duly executed this 9 day of September, 1977.

Doc. No. 05494  
STORY COUNTY, IOWA  
FILED FOR RECORD

AM. DEC 8 0 1977 P.M.

ALONA A. POUNDS, Recorder

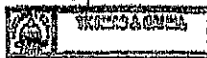
By Richard Huff  
STATE OF IOWA: Richard Huff  
RECORDER

STORY COUNTY :

On this the 9 day of September, 1977, before me, the undersigned, a Notary Public in and for the State of Iowa personally appeared Richard Huff and LaVern Rullestad to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Anna Marie  
NOTARY PUBLIC in and for the State of Iowa

LAW OFFICES  
NELSON & CAHILL  
NEVADA, IOWA



~~137~~ PAGE 4/3

----- Entry #66 -----

Howard R. Stewart,  
Iowa Licensed Land Surveyor  
To  
The Public

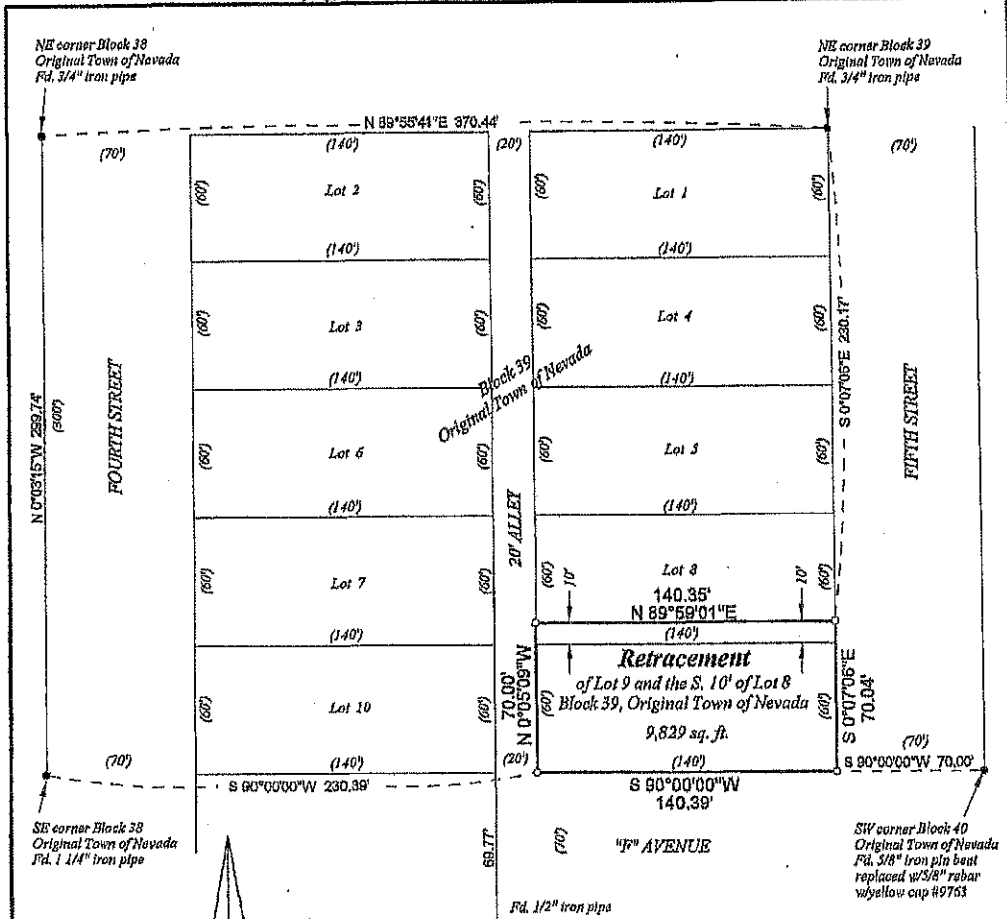
**RETRACEMENT PLAT OF  
SURVEY**

Dated June 2, 2005  
Filed June 16, 2005  
Inst. No. 05-06887  
Slide 242, Page 4

See Plat shown following.

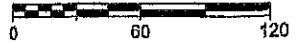
I Instrument: 2005-00006887  
 D Date: Jun 16, 2005 11:18:39A  
 R Rec Fee: 5.00 E-Can Fee: 1.00  
 Aud Fee: .00 Trans Tax: .00  
 Rec Management Fee: 1.00  
 Filed for record in Story County, Iowa  
 Susan L. Vande Kame, County Recorder

Stewart Surveying, 504 Terry Terrace, Marshalltown, IA, 50158 (641) 752-2580



RETRACEMENT PLAT OF SURVEY

- Fd. 1 1/4" property corner
- 5/8" rebar w/yellow cap #9763
- ( ) Platted/Recorded Dimension



DESCRIPTION Book 140, Page 277:  
 The South Ten (10) Feet of Lot Eight (8) and all of Lot Nine (9) in Block Thirty-nine (39) in the Original Town of Nevada, Iowa.

Owner of Record: Board of Trustees of Story County Hospital  
 Survey requested by: Yarn Shepard

STORY COUNTY HOSPITAL RETRACEMENT SURVEY LOT 9 & S10' OF LOT 8, BLOCK 39, NEVADA STORY COUNTY, IOWA			STEWART SURVEYING 504 TERRY TERRACE MARSHALLTOWN, IA 50158 641-752-2580	
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 Land Surveyor under the laws of the State of Iowa. HRS June 2, 2005			Date 5/24/05	Drawn by BDP
HOWARD R. STEWART My license renewal is December 31, 2006		IA. NO. 9763 Date June 2, 2005	Scale 1"=60'	PN 04211

----- Entry #62 -----

Nevada Baptist Church,  
by Chairman and Secretary, Seller  
And  
Story County Hospital,  
by Chairman and Secretary, Buyer

**REAL ESTATE CONTRACT  
(SHORT FORM)**  
Dated July 21, 1969  
Filed July 23, 1969  
Book 110, Page 462  
Purchase Price: \$7,500.00

Agreement to Buy and Sell: Real estate described in the caption hereof.

----- Entry #63 -----

Nevada Baptist Church,  
by Chairman and Secretary  
To  
Board of Trustees of Story County Hospital

**WARRANTY DEED  
(CORPORATE)**  
Dated August 19, 1969  
Filed August 26, 1969  
Book 140, Page 277  
Consideration: \$1.00 & ovc

Conveys: Real estate described in the caption hereof.

----- Entry #64 -----

\*\*\*CONFLICTING\*\*\*

Richard Huff and LaVern Rullestad  
(No Status Shown)  
To  
The City of Nevada, Story County, Iowa,  
its successors and assigns

**RIGHT-OF-WAY PERMIT  
AND EASEMENT**  
Dated September 9, 1977  
Filed October 21, 1977  
Book 137, Page 413  
Consideration: \$1.00 & ovc

See Easement shown following.

ABSTRACT & TITLE SERVICES

ABSTRACT & TITLE SERVICES

ABSTRACT & TITLE SERVICES

ABSTRACT & TITLE SERVICES

ABSTRACT & TITLE SERVICES

ABSTRACT & TITLE SERVICES

ABSTRACT & TITLE SERVICES

ABSTRACT & TITLE SERVICES

Book 137 Page 413 R.M. Smith's Encumbrance in 14138 Page 217 12/20/77

93606  
12/20/77

93606  
STORY COUNTY, IOWA  
FILED FOR RECORD  
OCT 21 1977 P.M.

RIGHT-OF-WAY PERMIT AND EASEMENT

SILOMA A. FRANKS, Notary

KNOW ALL MEN BY THESE PRESENTS:

THAT RICHARD HUFF AND LAVERN RULLESTAD IN AND FOR CONSIDERATION OF THE SUM OF ONE DOLLAR AND OTHER VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DO HEREBY GRANT UNTO THE CITY OF NEVADA, STORY COUNTY, IOWA, ITS SUCCESSORS AND ASSIGNS, THE PERPETUAL RIGHT TO USE FOR THEMSELVES TOGETHER WITH THE RIGHT TO EXTEND TO ANY TELEPHONE, TELEGRAPH, ELECTRIC OR POWER COMPANY THE RIGHT TO USE SEPARATELY OR JOINTLY WITH THE CITY OF NEVADA, IOWA, THE AREAS INCLUDED IN THIS EASEMENT FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, OPERATING AND MAINTAINING WATER MAINS, SEWERS, ELECTRIC LINES, TELEPHONE LINES, TELEGRAPH LINES AND OTHER LINES FOR ELECTRICAL ENERGY, CONSISTING OF POLES, WIRES, CABLES, CONDUITS, FIXTURES, ANCHORS AND OTHER SIMILAR EQUIPMENT INCLUDING THE RIGHT TO TRIM OR REMOVE TREES WITHIN SUCH AREA AS NECESSARY TO SECURE A CLEARANCE OF FOUR (4) FEET FROM THE WIRES OR POLES, OVER, UPON, ACROSS OR UNDER THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF NEVADA, STORY COUNTY, IOWA, TO-WIT:

The South Five (5) Feet of Lots One (1), Two (2), Three (3), Four (4) and Five (5) and the North Five (5) Feet of Lots Six (6), Seven (7), Eight (8), Nine (9) and Ten (10).

The foregoing right is granted upon the express condition that the City of Nevada, Iowa, or any telephone, telegraph, electric or power company to whom the right to use this Easement is extended will assume liability for all damage to the above described property caused by the failure on the part of the user, of this Easement to use due care in its exercise of the granted right. It is specifically understood that the Iowa Electric Light and Power Company and the General Telephone Company of Iowa shall have the right to use the above Easement until such time as the said rights are withdrawn by the City of Nevada, Iowa.

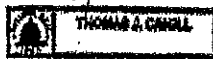
IN WITNESS WHEREOF, the said Richard Huff and Lavern Rullestad have caused this instrument to be duly executed this 9 day of September, 1977.

*Richard Huff*  
Richard Huff  
*Lavern Rullestad*  
Lavern Rullestad

STATE OF IOWA:  
188  
STORY COUNTY :

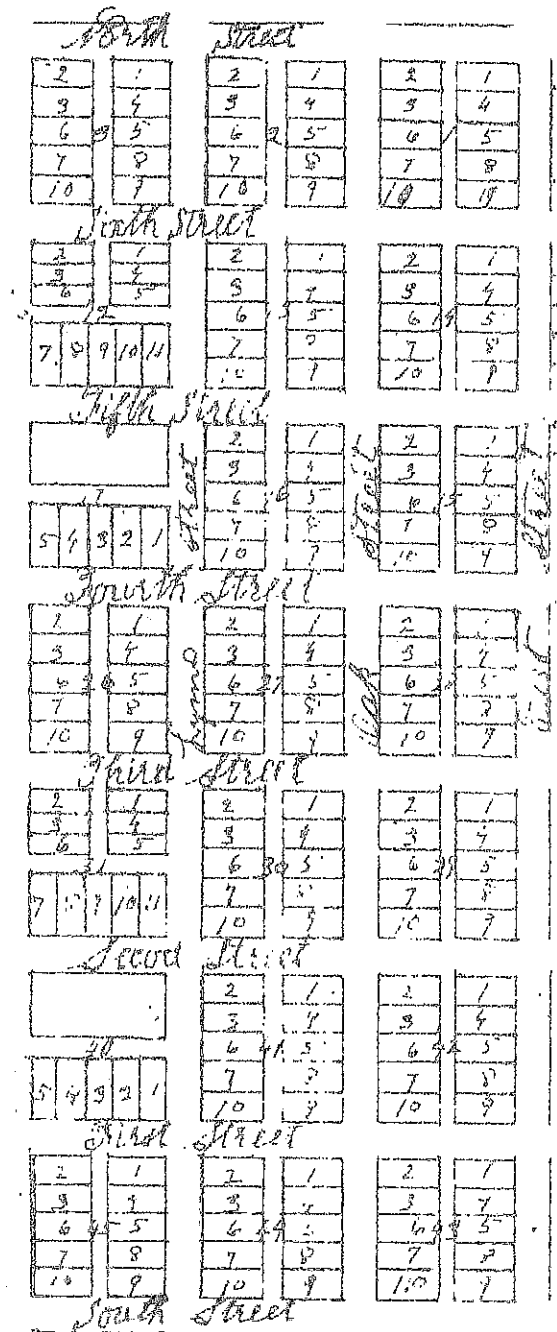
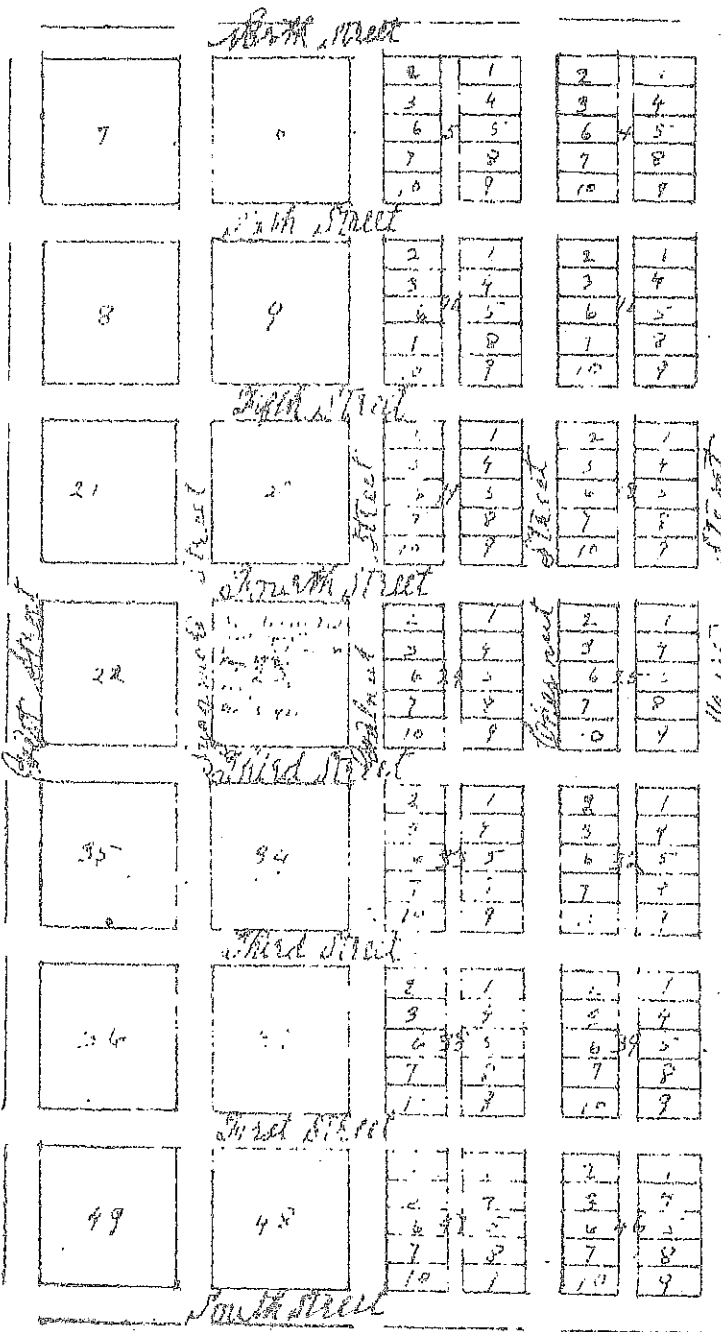
On this the 9 day of September, 1977, before me, the undersigned, a Notary Public in and for the State of Iowa personally appeared Richard Huff and Lavern Rullestad to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

*Thomas A. Cahill*  
NOTARY PUBLIC in and for the State of Iowa



LAW OFFICES  
RON & CAHILL  
EVADA, IOWA

BOOK 137 PAGE 413





February 29, 2024

**VIA EMAIL**

Nevada Flats, LLC  
ATTN: Michael A. Michaud  
3831 Fenway Crossing  
Marietta, GA 30062  
(MikeM@TheCapstoneGroup.org)

Re: Preliminary Title Opinion -- Block 40, Original Town of Nevada, Story County,  
Iowa (630 6<sup>th</sup> Street, Nevada, Iowa)

Dear Mr. Michaud:

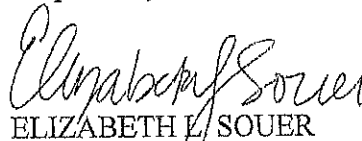
Pursuant to your request, examination has been made of the abstract of title to the real estate situated in Story County, Iowa described in Schedule A, Item 3 herein.

The abstract consists of Entries 1 through 10, inclusive, and was last certified following Entry 10 to February 15, 2024, at 8:00 a.m. by Abstract & Title Services (Abstract No. 2402140271). The abstract was prepared in accordance with the 40-year Marketable Title Act and Iowa Code §§614.29-.38. All citations in this opinion to recorded documents refer to the office of the Story County Recorder, unless otherwise indicated.

In our opinion, title to the real estate is as reported in Schedule A, Item 2 herein subject to the items set forth in Schedule B herein.

We will retain the abstract in our file pending further instructions.

Respectfully submitted,



ELIZABETH L. SOUER  
Iowa Title Guaranty Member #10770

ELS:lms  
File No: 26644-6

### SCHEDULE A

1. CERTIFICATION DATE: **February 15, 2024, at 8:00 a.m.**
2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED HEREIN IS FEE SIMPLE AND TITLE THERETO IS AT THE CERTIFICATION DATE HEREOF VESTED IN:

#### **Board of Trustees of Story County Hospital**

3. THE LAND REFERRED TO IN THIS OPINION IS DESCRIBED AS FOLLOWS:

**Block Forty (40), Original Town of Nevada, Story County, Iowa**

### SCHEDULE B—SECTION 1

#### REQUIREMENTS FOR FINANCING

1. Deed from the titleholder in accordance with its governing documents.
2. Declaration of Value and Groundwater Hazard Statement.
3. Disclaimer from the City of Nevada as to the Right-of-Way Permit and Easement in paragraph 4 as to the real estate.
4. Payment of transfer taxes.
5. Day of closing report from abstractor confirming that there are no new matters affecting the property since the last certification of the abstract.

### SCHEDULE B – SECTION 2 STANDARD EXCEPTIONS TO TITLE OPINION

- A. This examination is limited to the above described property.
- B. As a purchaser, owner, mortgage lender or holder of any other interest in real estate, you should consider whether to purchase the additional protection of your interest in the real estate afforded by an owner's or lender's title guaranty certificate and the optional endorsements to such certificates. These certificates are issued by the Title Guaranty Division of the Iowa Finance Authority and may be purchased through a participating attorney. A title guaranty certificate provides certain protection of your interest in the

property that exceeds that available through this opinion. If you are interested in such a certificate or have questions concerning such certificates, please contact the undersigned.

- C. (Environmental) Any solid wastes, hazardous substances, pollutants, above or below ground storage tanks, drainage wells, water wells, landfill sites or other environmentally regulated conditions which exist on the property. Such conditions are not ordinarily shown in the abstract, but they may result in injunctions, fines, required cleanup or other remedial actions under federal, state or local laws. These laws may impose liens against the property and personal liability against the owner, even though the owner did nothing to create the condition and acquired the property without knowing about it.
- D. (Zoning and governmental regulations) Zoning and other governmental regulations which affect and restrict the use of the property; the effect of such governmental regulations, or the effect of any violation thereof including, but not limited to, violations of zoning, building setback lines and any limitations imposed upon the property by reason of it lying within a flood plain, if that is the case; and governmental exercise of the right of eminent domain or exercise of police powers.
- E. (Miscellaneous) Rights or claims of parties in possession, if any; to the possibility of mechanic's lien claims for work performed or materials supplied within the past ninety days; the possibility of taxes or special assessments for recent improvements not yet shown as liens by the public records; possible errors of survey, easements, servitudes, encroachments, over-laps, boundary line disputes, or other matters which might be disclosed by an accurate survey and careful examination of the premises; easements not of record; the rights under federal bankruptcy law of any party in the chain of title, or their successors or assigns, to void any deed or conveyance; and Uniform Commercial Code filings with the Iowa Secretary of State affecting growing crops.
- F. Personal taxes assessed as real estate or taxes on leased equipment.
- G. Contents of subdivision plat, if applicable.
- H. Filings with the Iowa Mechanic's Notice and Lien Registry, except to the extent that the abstractor has searched and certified as to the same.

**IN ADDITION TO THE STANDARD EXCEPTIONS, CONDITIONS, STIPULATIONS AND EXCLUSIONS SET FORTH HEREIN, THE LAND DESCRIBED HEREIN IS, AS OF THE CERTIFICATION DATE HEREOF, SUBJECT TO THE FOLLOWING:**

- 1. Real estate taxes for the fiscal year beginning July 1, 2022 and ending June 30, 2023 are exempt (Parcel No. 11-07-255-400) (Entry 10).

2. The real estate is subject to zoning regulation (Entry 9). Buyer should satisfy themselves that current zoning is compatible with their intended use.
3. City of Nevada Zoning Ordinance No. 974 amending Chapter 103 Storm Water Drainage System of the Code of Ordinances recorded April 19, 2013, as Inst. No. 13-04405 (Entry 8).
4. Right-of-Way Permit and Easement dated September 9, 1977, and recorded October 21, 1977, in Book 137, Page 413 (Entry 5). A copy of this Entry is enclosed for your reference.
5. Right-of-Way Permit and Easement dated September 9, 1977, and recorded December 30, 1977, in Book 138, Page 298 (Entry 6). This Entry is for information only.
6. Plat of Survey dated September 2, 1853, and recorded February 23, 1854 in Book A, Page 44 (Entry 3). A copy of the Plat is enclosed for your reference.

ABSTRACT & TITLE SERVICES

ABSTRACT & TITLE SERVICES

SERVICES

Entry #5  
\*\*\*CONFLICTING\*\*\*

Richard Huff and LaVern Rullestad  
(No Status Shown)  
To  
The City of Nevada, Story County, Iowa,  
its successors and assigns

**RIGHT-OF-WAY PERMIT  
AND EASEMENT**  
Dated September 9, 1977  
Filed October 21, 1977  
Book 137, Page 413  
Consideration: \$1.00 & ovc

See Easement shown following.

*See B-Recorded P.O.W. Permit in Bk 138 Page 288 10/20/77 Also: P.O.W. Permit in Bk 138 Page 288*

03606  
No. 1  
10/21/77

03606  
STORY COUNTY, IOWA  
FILED FOR RECORD  
OCT 21 1977 P.M.

**RIGHT-OF-WAY PERMIT AND EASEMENT**

MAHON & PETERS, NOTARY

KNOW ALL MEN BY THESE PRESENTS:

THAT RICHARD HUFF AND LAVERN RULLESTAD IN AND FOR CONSIDERATION OF THE SUM OF ONE DOLLAR AND OTHER VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DO HEREBY GRANT UNTO THE CITY OF NEVADA, STORY COUNTY, IOWA, ITS SUCCESSORS AND ASSIGNS, THE PERPETUAL RIGHT TO USE FOR ITSELF TOGETHER WITH THE RIGHT TO EXTEND TO ANY TELEPHONE, TELEGRAPH, ELECTRIC OR POWER COMPANY THE RIGHT TO USE SEPARATELY OR JOINTLY WITH THE CITY OF NEVADA, IOWA, THE AREAS INCLUDED IN THIS EASEMENT FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, OPERATING AND MAINTAINING WATER MAINS, SEWERS, ELECTRIC LINES, TELEPHONE LINES, TELEGRAPH LINES AND OTHER LINES FOR ELECTRICAL ENERGY, CONSISTING OF POLES, WIRES, CABLES, CONDUITS, FIXTURES, ANCHORS AND OTHER SIMILAR EQUIPMENT INCLUDING THE RIGHT TO TRIM OR REMOVE TREES WITHIN SUCH AREA AS NECESSARY TO SECURE A CLEARANCE OF FOUR (4) FEET FROM THE WIRES OR POLES, OVER, UPON, ACROSS OR UNDER THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF NEVADA, STORY COUNTY, IOWA, TO-WIT:

- The South Five (5) Feet of Lots One (1), Two (2), Three (3), Four (4) and Five (5) and the North Five (5) Feet of Lots Six (6), Seven (7), Eight (8), Nine (9) and Ten (10).

The foregoing right is granted upon the express condition that the City of Nevada, Iowa, or any telephone, telegraph, electric or power company to whom the right to use this Easement is extended will assume liability for all damage to the above described property caused by the failure on the part of the user, of this Easement to use due care in its exercise of the granted right. It is specifically understood that the Iowa Electric Light and Power Company and the General Telephone Company of Iowa shall have the right to use the above Easement until such time as the said rights are withdrawn by the City of Nevada, Iowa.

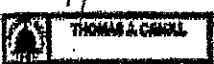
IN WITNESS WHEREOF, the said Richard Huff and LaVern Rullestad have caused this instrument to be duly executed this 9 day of September, 1977.

*Richard Huff*  
Richard Huff  
*LaVern Rullestad*  
LaVern Rullestad

STATE OF IOWA:                    iss  
STORY COUNTY:                    :

On this the 9 day of September, 1977, before me, the undersigned, a Notary Public in and for the State of Iowa personally appeared Richard Huff and LaVern Rullestad to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

*Thomas A. Chisol*  
NOTARY PUBLIC in and for the State of Iowa

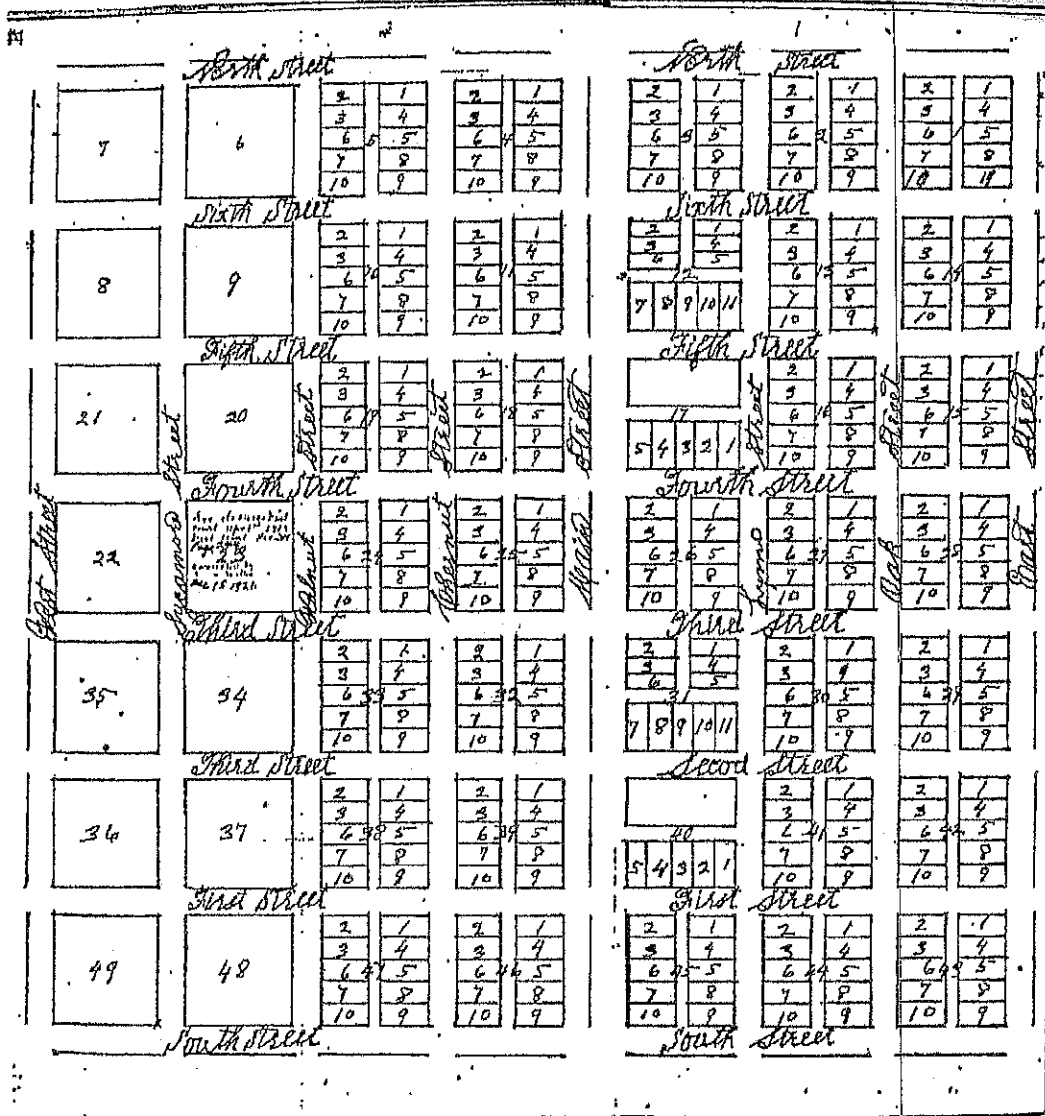


LAW OFFICES  
SON & OAHILL  
KEVADA, IOWA

ABSTRACT & TITLE SERVICES

ABSTRACT & TITLE SERVICES

ABSTRACT



----- Entry #4 -----

City of Nevada, Story County, Iowa,  
 by Mayor and City Clerk  
 To  
 Story County, Iowa

**CONVEYANCE**  
 Dated August 20, 1943  
 Filed August 21, 1943  
 Book 78, Page 116  
 Consideration: hereinafter  
 stated

Conveys: Real estate described in the caption hereof.  
 States:

The consideration for the above grant is that the Board of Trustees of the Story County Public Hospital shall establish, erect, equip and maintain a County Public Hospital upon said premises and shall use said premises for County Public Hospital purposes only as provided in Chapter 269 of the Code of Iowa 1939 and any laws amendatory thereof or supplementary thereto, and for no other purposes.

# Shuttleworth & INGERSOLL<sup>®</sup>

ATTORNEYS AT LAW • ESTABLISHED 1854

February 29, 2024

## VIA EMAIL

Nevada Flats, LLC  
ATTN: Michael A. Michaud  
3831 Fenway Crossing  
Marietta, GA 30062  
(MikeM@TheCapstoneGroup.org)

Re: Preliminary Title Opinion – Lot 1 and the N ½ of Lot 4, Block 45, Original Town of Nevada, Story County, Iowa (630 6<sup>th</sup> Street, Nevada, Iowa)

Dear Mr. Michaud:

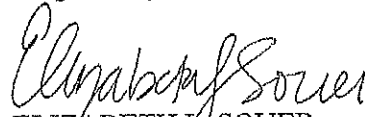
Pursuant to your request, examination has been made of the abstract of title to the real estate situated in Story County, Iowa described in Schedule A, Item 3 herein.

The abstract consists of Entries 1 through 95, inclusive, and was last certified following Entry 95 to February 15, 2024, at 8:00 a.m. by Abstract & Title Services (Abstract No. 2402140272). All citations in this opinion to recorded documents refer to the office of the Story County Recorder, unless otherwise indicated.

In our opinion, title to the real estate is as reported in Schedule A, Item 2 herein subject to the items set forth in Schedule B herein.

We will retain the abstract in our file pending further instructions.

Respectfully submitted,



ELIZABETH V. SOUER  
Iowa Title Guaranty Member #10770

ELS:lms  
File No: 26644-6

Shuttleworth & Ingersoll, P.L.C.  
Phone: 319.365.9461  
Fax: 319.365.8443  
www.ShuttleworthLaw.com

Cedar Rapids Office  
115 3<sup>rd</sup> St. SE, Suite 500  
Cedar Rapids IA 52401

Coralville Office  
327 2<sup>nd</sup> St., Suite 300  
Coralville, IA 52241

Waterloo Office  
314 E. 4<sup>th</sup> St.  
Waterloo, IA 50703

### SCHEDULE A

1. CERTIFICATION DATE: **February 15, 2024, at 8:00 a.m.**
2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED HEREIN IS FEE SIMPLE AND TITLE THERETO IS AT THE CERTIFICATION DATE HEREOF VESTED IN:  
  
**Story County, Iowa, the legal entity for Story County Hospital**
3. THE LAND REFERRED TO IN THIS OPINION IS DESCRIBED AS FOLLOWS:  
  
**Lot One (1) and the N 1/2 of Lot Four (4), Block Forty-five (45),  
Original Town of Nevada, Story County, Iowa**

### SCHEDULE B—SECTION 1

#### REQUIREMENTS FOR FINANCING

1. Deed from the titleholder in accordance with its governing documents.
2. Declaration of Value and Groundwater Hazard Statement.
3. Disclaimer from the City of Nevada as to the Right-of-Way Permit and Easement in paragraph 4 as to the real estate.
4. Payment of transfer taxes.
5. Day of closing report from abstractor confirming that there are no new matters affecting the property since the last certification of the abstract.

### SCHEDULE B – SECTION 2 STANDARD EXCEPTIONS TO TITLE OPINION

- A. This examination is limited to the above described property.
- B. As a purchaser, owner, mortgage lender or holder of any other interest in real estate, you should consider whether to purchase the additional protection of your interest in the real estate afforded by an owner's or lender's title guaranty certificate and the optional endorsements to such certificates. These certificates are issued by the Title Guaranty Division of the Iowa Finance Authority and may be purchased through a participating attorney. A title guaranty certificate provides certain protection of your interest in the



property that exceeds that available through this opinion. If you are interested in such a certificate or have questions concerning such certificates, please contact the undersigned.

- C. (Environmental) Any solid wastes, hazardous substances, pollutants, above or below ground storage tanks, drainage wells, water wells, landfill sites or other environmentally regulated conditions which exist on the property. Such conditions are not ordinarily shown in the abstract, but they may result in injunctions, fines, required cleanup or other remedial actions under federal, state or local laws. These laws may impose liens against the property and personal liability against the owner, even though the owner did nothing to create the condition and acquired the property without knowing about it.
- D. (Zoning and governmental regulations) Zoning and other governmental regulations which affect and restrict the use of the property; the effect of such governmental regulations, or the effect of any violation thereof including, but not limited to, violations of zoning, building setback lines and any limitations imposed upon the property by reason of it lying within a flood plain, if that is the case; and governmental exercise of the right of eminent domain or exercise of police powers.
- E. (Miscellaneous) Rights or claims of parties in possession, if any; to the possibility of mechanic's lien claims for work performed or materials supplied within the past ninety days; the possibility of taxes or special assessments for recent improvements not yet shown as liens by the public records; possible errors of survey, easements, servitudes, encroachments, over-laps, boundary line disputes, or other matters which might be disclosed by an accurate survey and careful examination of the premises; easements not of record; the rights under federal bankruptcy law of any party in the chain of title, or their successors or assigns, to void any deed or conveyance; and Uniform Commercial Code filings with the Iowa Secretary of State affecting growing crops.
- F. Personal taxes assessed as real estate or taxes on leased equipment.
- G. Contents of subdivision plat, if applicable.
- H. Filings with the Iowa Mechanic's Notice and Lien Registry, except to the extent that the abstractor has searched and certified as to the same.

**IN ADDITION TO THE STANDARD EXCEPTIONS, CONDITIONS, STIPULATIONS AND EXCLUSIONS SET FORTH HEREIN, THE LAND DESCRIBED HEREIN IS, AS OF THE CERTIFICATION DATE HEREOF, SUBJECT TO THE FOLLOWING:**

1. Real estate taxes for the fiscal year beginning July 1, 2022 and ending June 30, 2023 are exempt (Parcel No. 11-07-255-660) (Entry 95).

2. The real estate is subject to zoning regulation (Entry 94). Buyer should satisfy themselves that current zoning is compatible with their intended use.
3. City of Nevada Zoning Ordinance No. 974 amending Chapter 103 Storm Water Drainage System of the Code of Ordinances recorded April 19, 2013, as Inst. No. 13-04405 (Entry 93).
4. Right-of-Way Permit and Easement dated September 9, 1977, and recorded October 21, 1977, in Book 137, Page 413 (Entry 91). A copy of this Entry is enclosed for your reference.
5. Right-of-Way Permit and Easement dated September 9, 1977, and recorded December 30, 1977, in Book 138, Page 298 (Entry 92). This Entry is for information only.
6. City of Nevada Zoning Ordinance No. 453 regarding the size and use of buildings recorded May 24, 1960, in Book 87, Page 139 (Entry 82).
7. Depiction of the property (Entry 70). A copy of this Entry is enclosed for your reference.
8. Plat of Survey dated September 2, 1853, and recorded February 23, 1854 (Entry 3).

CONTINUED

from March 2, 1967 at 8:00 A.M. to February 15, 2024 at 8:00 A.M.

----- Entry #89 -----

M. Blanche Wilson, Trustee of  
the Charles F. Wilson Trust  
To  
Story County, Iowa, the legal entity for  
Story County Hospital

**COURT OFFICER DEED**

Dated March 1, 1967

Filed March 8, 1967

Book 133, Page 155

Conveys: An undivided ½ interest in the real estate described in the caption hereof.

----- Entry #90 -----

M. Blanche Wilson, Single  
To  
Story County, Iowa, the legal entity for  
Story County Hospital

**WARRANTY DEED**

Dated March 1, 1967

Filed March 8, 1967

Book 133, Page 156

Consideration: \$1.00 & ovc

Conveys: An undivided ½ interest in the real estate described in the caption hereof.

----- Entry #91 -----

\*\*\*CONFLICTING\*\*\*

Richard Huff and LaVern Rullestad  
(No Status Shown)  
To  
The City of Nevada, Story County, Iowa,  
its successors and assigns

**RIGHT-OF-WAY PERMIT  
AND EASEMENT**

Dated September 9, 1977

Filed October 21, 1977

Book 137, Page 413

Consideration: \$1.00 & ovc

See Easement shown following.

ABSTRACT & TITLE SERVICES

ABSTRACT & TITLE SERVICES

ABSTRACT & TITLE SERVICES

ABSTRACT & TITLE SERVICES

ABSTRACT & TITLE SERVICES

ABSTRACT & TITLE SERVICES

ABSTRACT & TITLE SERVICES

ABSTRACT & TITLE SERVICES

03606  
FILED  
OCT 2 1977

03606  
STORY COUNTY, IOWA  
FILED FOR RECORD  
OCT 2 1977 P.M.

RIGHT-OF-WAY PERMIT AND EASEMENT

ELVA A. FINKEL, Notary

KNOW ALL MEN BY THESE PRESENTS:

THAT RICHARD HUFF AND LAVERN RULLESTAD IN AND FOR CONSIDERATION OF THE SUM OF ONE DOLLAR AND OTHER VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DO HEREBY GRANT UNTO THE CITY OF NEVADA, STORY COUNTY, IOWA, ITS SUCCESSORS AND ASSIGNS, THE PERPETUAL RIGHT TO USE FOR ITSELF TOGETHER WITH THE RIGHT TO EXTEND TO ANY TELEPHONE, TELEGRAPH, ELECTRIC OR POWER COMPANY THE RIGHT TO USE SEPARATELY OR JOINTLY WITH THE CITY OF NEVADA, IOWA, THE AREAS INCLUDED IN THIS EASEMENT FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, OPERATING AND MAINTAINING WATER MAINS, SEWERS, ELECTRIC LINES, TELEPHONE LINES, TELEGRAPH LINES AND OTHER LINES FOR ELECTRICAL ENERGY, CONSISTING OF POLES, WIRES, CABLES, CONDUITS, FIXTURES, ANCHORS AND OTHER SIMILAR EQUIPMENT INCLUDING THE RIGHT TO TRIM OR REMOVE TREES WITHIN SUCH AREA AS NECESSARY TO SECURE A CLEARANCE OF FOUR (4) FEET FROM THE WIRES OR POLES, OVER, UPON, ACROSS OR UNDER THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF NEVADA, STORY COUNTY, IOWA, TO-WIT:

The South Five (5) Feet of Lots One (1), Two (2), Three (3), Four (4) and Five (5) and the North Five (5) Feet of Lots Six (6), Seven (7), Eight (8), Nine (9) and Ten (10).

The foregoing right is granted upon the express condition that the City of Nevada, Iowa, or any telephone, telegraph, electric or power company to whom the right to use this Easement is extended will assume liability for all damage to the above described property caused by the failure on the part of the user, of this Easement to use due care in its exercise of the granted right. It is specifically understood that the Iowa Electric Light and Power Company and the General Telephone Company of Iowa shall have the right to use the above Easement until such time as the said rights are withdrawn by the City of Nevada, Iowa.

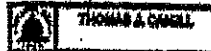
IN WITNESS WHEREOF, the said Richard Huff and Lavern Rullestad have caused this instrument to be duly executed this 9 day of September, 1977.

*Richard Huff*  
Richard Huff  
*Lavern Rullestad*  
Lavern Rullestad

STATE OF IOWA:  
188  
STORY COUNTY :

On this the 9 day of September, 1977, before me, the undersigned, a Notary Public in and for the State of Iowa personally appeared Richard Huff and Lavern Rullestad to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

*Thomas A. Casel*  
NOTARY PUBLIC in and for the State of Iowa



LAW OFFICES  
SON & CAHILL  
EVADA, IOWA

BOOK 137 PAGE 413

Successors To The Hitchpatrick Investment Co.

Amanda S. Smith and Mrs. F. S. Smith.

Note: Search made against no other name or initial.

CERTIFICATE

STATE OF IOWA ) : SS  
STORY COUNTY )

We hereby certify that the above and foregoing is a full, true and complete Abstract of Title to the premises described in the Caption hereof, as shown from the records of said County, from and including the 19th day of April, A. D. 1938 at 8:00 o'clock A. M., down to and including the 11th day of May, A. D. 1939 at 1:31 o'clock P. M.

STORY COUNTY LOAN & ABSTRACT CO.

By *A. L. Martin*  
Abstracter.

ALM:REB

69-62-137

Nevada Federal Savings and Loan Association, by Harry Langland, President; H M Vinsel, Secretary (seal) : Release  
Dated, August Seventh 1944  
Filed, August Eighth 1944

TO

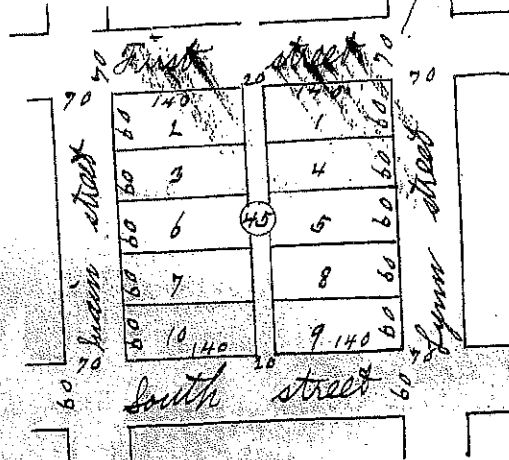
Amanda S Smith and F S Smith, wife and husband

fully releases mortgage recorded in Book Thirteen page 638

No judgments or other liens  
Taxes all paid up to and including the year 1943  
No unpaid special assessments filed in the office of the County Treasurer of Story County, Iowa, affecting this property

This abstract continued from May Eleventh A.D. 1939 at 1.31 P.M. and brought down to this Eighth day of August A.D. 1944 at 2.00 P.M.

*A. L. Martin*  
ABSTRACTER



70-A-44

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NEVADA CITY COUNCIL – MONDAY, JUNE 10, 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 6<sup>th</sup> Street, Nevada, Iowa. Mayor Brett Barker, convened the meeting at 6:00 p.m. on Monday, June 10, 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: Melissa Muschick, Henry Corbin, Dane Nealson, Jason Sampson, Steve Skaggs, Sandy Ehrig. Absent: None.

Staff Present: Erin Clanton, Jordan Cook, Erin Mousel, Ray Reynolds, Marlys Barker, Chris Brandes, Ryan Hutton, Holly Manternach.

Also in attendance were: Brenda Dryer, Andy Kelly, Terence Beaston, Eric Henry, BJ Stokesbary, Brandon Kaehler.

3. APPROVAL OF AGENDA

Motion by Jason Sampson, seconded by Steve Skaggs, to **approve the agenda with removal of Item 6A and Item 6Db**. After due consideration and discussion the roll was called. Aye: Sampson, Skaggs, Ehrig, Muschick, Corbin, Nealson. Nay: None. The Mayor declared the motion carried.

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

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

- A. Approve Minutes of the Regular Meeting held on May 28, 2024
- B. Approve Minutes of the Work Session held on May 28, 2024
- C. Approve Payment of Cash Disbursements, including Check Numbers 83881-83945 and Electronic Numbers 1638-1646 (Inclusive) Totaling \$670,516.45 (See attached list) and the First Interstate Card Purchases for the June 19, 2024 Statement, total \$3,382.97
- D. Approve Conservation Program Contract for portion of Well Field

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

5. OLD BUSINESS

~~A. Ordinance No. 1055 REVISED (2023/2024): An Ordinance Amending the Code of Ordinances of the City of Nevada, Iowa, 2006, by Amending Provisions Pertaining to Sewer use Charges (Chapter 99), first reading~~

B. Ordinance No. 1056 (2023/2024): An Ordinance Amending Chapter 62 (General Traffic Regulations) of the City Code by Establishing School Zones in Certain Areas of Town, Second Reading

Motion by Henry Corbin, seconded by Dane Neilson, to **approve Ordinance No. 1056 (2023/2024), second reading.** After due consideration and discussion the roll was called. Aye: Corbin, Neilson, Sampson, Skaggs, Ehrig, Muschick. Nay: None. The Mayor declared the motion carried.

- C. Approve Pay Request No. 25 for WWTF Improvements – Phase 3 from Boomerang Corp. in the amount of \$131,579.75

Motion by Steve Skaggs, seconded by Melissa Muschick, to **approve Pay Request No. 25 for WWTF Improvements – Phase 3 from Boomerang Corp. in the amount of \$131,579.75.** After due consideration and discussion the roll was called. Aye: Skaggs, Muschick, Corbin, Neilson, Sampson, Ehrig. Nay: None. The Mayor declared the motion carried.

- D. 2024 Street Improvement Project from Con-Struct Inc.  
a. Approve Pay Request No. 2 in the amount of \$113,424.49

Motion by Jason Sampson, seconded by Henry Corbin, to **approve Pay Request No. 2 for 2024 Street Improvement Project from Con-Struct Inc. in the amount of \$113,424.49.** After due consideration and discussion the roll was called. Aye: Sampson, Corbin, Neilson, Skaggs, Ehrig, Muschick. Nay: None. The Mayor declared the motion carried.

~~b. Approve Change Order No. 3 in the amount of \$5,325.00~~

- E. Approve Pay Request No. 1 for the HMA Overlay Project, F&G Ave from InRoads in the amount of \$44,270.24

Motion by Sandy Ehrig, seconded by Dane Neilson, to **approve Pay Request No. 1 for the HMA Overlay Project, F&G Ave from InRoads in the amount of \$44,270.24.** After due consideration and discussion the roll was called. Aye: Ehrig, Neilson, Sampson, Skaggs, Muschick, Corbin. Nay: None. The Mayor declared the motion carried.

## 6. NEW BUSINESS

- A. Resolution No. 089 (2023/2024): A Resolution Accepting Major Subdivision Preliminary Plat for Northview Subdivision

Motion by Dane Neilson, seconded by Steve Skaggs, to **adopt Resolution No. 089 (2023/2024).** After due consideration and discussion the roll was called. Aye: Neilson, Skaggs, Ehrig, Muschick, Corbin, Sampson. Nay: None. The Mayor declared the motion carried.

- B. Approve Amendment No. 1 to Professional Services Agreement with WHKS, for Design Engineering, Construction Phase Services, and Geotechnical Services for F and G Avenue HMA Overlay Project, not to exceed \$24,650

Motion by Steve Skaggs, seconded by Melissa Muschick, to **approve Amendment No. 1 to Professional Services Agreement with WHKS, for Design Engineering, Construction Phase Services, and Geotechnical Services for F and G Avenue HMA Overlay Project, not to exceed \$24,650.** After due consideration and discussion the roll was called. Aye: Skaggs, Muschick, Corbin, Neilson, Sampson, Ehrig. Nay: None. The Mayor declared the motion carried.

7. ADJOURNMENT

There being no further business to come before the meeting, motion by Dane Neilson, seconded by Melissa Muschick, to adjourn the meeting. Following voice vote, the Mayor declared the motion carried at 6:18 p.m. the meeting adjourned.

\_\_\_\_\_  
Brett Barker, Mayor

ATTEST:

\_\_\_\_\_  
Kerin Wright, City Clerk

Published: \_\_\_\_\_

Council Approved: \_\_\_\_\_



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NEVADA CITY COUNCIL - FRIDAY, JUNE 14, 2024 7:00 A.M.

---

1. CALL TO ORDER

The City Council of the City of Nevada, Iowa, met for a special meeting in the Council Chambers of Nevada City Hall located at 1209 6<sup>th</sup> Street, Nevada, Iowa. Mayor Brett Barker, convened the meeting at 7:00 a.m. on Friday, June 14, 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: Melissa Muschick, Henry Corbin, Dane Nealson, Jason Sampson, Steve Skaggs, Sandy Ehrig. Absent: None.

Staff Present: Erin Clanton, Jordan Cook, Kerin Wright, Erin Mousel, Ray Reynolds, Harold See.

Also in attendance were: Brandon Kaehler, Greg Sindt, Andy Kelly, Terence Beaston, Ryan Condon, Gary Luppen, Mark Pleis, Sherrie Pleis, Scott Anderson, Marc Olson, Al Kockler, Cathy Walker, Cheryl Ryan, Lori Whitehead, Indalecio Fuentes, Charlie Good, Francisco, Shane Heintz, Christian Clem, Renn Hofer.

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, Muschick, Corbin, Sampson. Nay: None. The Mayor declared the motion carried.

4. Resolution No. 090 (2023/2024): A Resolution Setting Time and Place to conduct a Public Hearing to Consider Disclaimer of Interest in Right-of-Way Permit and Easement

Motion by Sandy Ehrig, seconded by Melissa Muschick, to **adopt Resolution No. 090 (2023/2024)**. After due consideration and discussion the roll was called. Aye: Ehrig, Muschick, Corbin, Nealson, Sampson, Skaggs. Nay: None. The Mayor declared the motion carried.

~~5. Discussion and appropriate follow-up on Closed Session pursuant to authority found in Iowa Code 21.5 (1) (c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.~~

~~6. Discussion and Appropriate Follow-up Regarding Closed Session~~

7. Ordinance No. 1055A (2023/2024): An Ordinance Amending the Code of Ordinances of the City of Nevada, Iowa, 2006, by Amending Provisions pertaining to Sewer Use Charges (Chapter 99)

Several of those in attendance commented on Item 7. No action was taken by Council on Ordinance No. 1055A (2023/2024)

8. ADJOURNMENT

There being no further business to come before the meeting, motion by Dane Neelson, seconded by Melissa Muschick, to adjourn the meeting. Following voice vote, the Mayor declared the motion carried at 8:19 a.m. the meeting adjourned.

\_\_\_\_\_  
Brett Barker, Mayor

ATTEST:

\_\_\_\_\_  
Kerin Wright, City Clerk

Published: \_\_\_\_\_  
Council Approved: \_\_\_\_\_

Item # 16C  
 Date: 6/24/24

**CITY OF NEVADA**  
**CLAIMS REPORT FOR JUNE 24, 2024**  
**6/11/24 THRU 6/24/24**

VENDOR	REFERENCE	AMOUNT	CHECK #
TREASURER STATE OF IA	SALES TAX 5/2024	10,551.77	1647
TREASURER STATE OF IA	WET 5/2024	12,280.49	1648
WAGeworks	FSA 2023 PMTS	101.8	1649
ALLIANT	ALL-UTILITIES	6,236.16	83950
CON STRUCT	2024 ST IMPROV PROJECT	113,424.49	83951
WINDSTREAM	PD/CH-PHONES	99.67	83952
QUADIENT	PZ-EXTRA POSTAGE	1,000.00	83953
WEX BANK	ALL-GAS CARD	5,466.63	83954
BOOMERANG CORP	WWTF-PH3-PR#25	131,579.75	83955
METRONET	ALL-INTERNET SVC	292.2	83956
INROADS	24 HMA OVERLAY F&G AVE #1	44,270.24	83957
QUILL CORP	LIB-SUPPLIES	154.77	83958
BAKER & TAYLOR BOOKS	LIB-MATERIALS	1,947.72	83959
CENTER POINT	LIB-MATERIALS	560.88	83960
CENTRAL STATES ROOFING	LIB-ROOF RPR	500.4	83961
WILLIAMSON ELECTRIC	LIB-ALA LTC ACESS GRANT	562.55	83962
CENGAGE LEARNING	LIB-MATERIALS	218.18	83963
SWANK MOVIE LIC	LIB-MOVIE LIC	366	83964
MARSHALLTOWN ALARM	LIB-ALARM	310.97	83965
BLACKBIRD DESIGN	LIB-SLC BANNERS	123.42	83966
MIDWEST TAPE	LIB-DIGITAL	548.1	83967
BLANK PARK ZOO	LIB-SLC PRESENTATION	125	83968
DAVISON, DYLAN	LIB-MILEAGE REIMB	102.78	83969
JOYFUL COLORZ	LIB-SUMMER LEARNING CHALLENGE	270	83970
SUESAKUL SHOWS	LIB-SLC PROGRAM	400	83971
STUCK, WILL	LIB-SLC PROGRAM	350	83972
IOPONICS	LIB-SLC PROGRAM	180	83973
EFTPS	FED/FICA TAX	27,458.00	1650
HUTTON, RYAN	HSA	302.09	1651
SYDNES, KELLAN	HSA	50	1652
CORNISH, DEVIN	HSA	50	1653
EMPLOYEE BENEFIT SYST	BENEFITS PAID	124.79	1654
MISSION SQUARE	DEFERRED COMP	707.5	83948
COLLECTION SERVICES CENTER	CHILD SUPPORT	305.71	83949
WAGeworks	FSA 2023 PMTS	141.54	1656
FIRST INTERSTATE BANK	POOL-PARTS	3,382.97	1657
EFTPS	FED/FICA TAX	1,482.99	1655
FAREWAY	4PLX/POOL-CONCESSIONS	17.02	83992
HAWKINS INC	WTR-AZONE 15	2,377.45	83993
MARTIN MARIETTA	STS-GRAVEL	699.35	83994
FAST LANE AUTO CARE	STS-PAPER TOWELS	170.7	83995
VAN WALL EQUIPMENT	STS/PKM-CONCRETE SAW/SUPPLIES	2,367.99	83996
STATE HYGIENIC LAB	WWT-LAB ANALYSIS	3,259.50	83997
CAPITAL SANITARY SUPPLY	FH/PKM-SUPPLIES	611.03	83998

IA LEAGUE OF CITIES	ADM-FY24-25 DUES	3,735.00	83999
FIRST CLASS SIGNS	CH-LHWY/JEFFERSON BANNERS	260	84000
COMPUTER RESOURCE SPEC	COUNCIL CHAMBERS	11,871.25	84001
ARNOLD MOTOR SUPPLY	FD/PD/STS-SUPPLIES	160.7	84002
STORY CO TREASURER	POOL-INSPECTIONS	568	84003
VERIZON WIRELESS	WTR/WWT/LIB-SVCS	280.07	84004
ROBB MORGAN	PKS-ASH TREES	10,700.00	84005
GOOD AND QUICK	STS-PROPANE EXCH	24.99	84006
LESTER REFRIGERATION	POOL-FREEZER RPR	148.98	84007
DEMCO	LIB-SUPPLIES	409.12	84008
ACCO	POOL-CHLORINE	3,108.00	84009
DRAINTCH	2024 CIP PROJ DIV 1- LOCATE SE	425	84010
STATE BANK & TRUST CO	LIB-PETTY CASH	18.84	84011
USA BLUEBOOK	WWT-PH PROBE	431.2	84012
STAPLES ADVANTAGE	ADM-SUPPLIES	82.39	84013
CONSUMERS ENERGY	ALL-UTILITIES	8,580.83	84014
HILPIPRE-MAIER, RHONDA	REC-UMPIRE	100	84015
HETZLER & RHODES CONCRE	CBD PROJ-ALLEY/SIDEWALK	565.89	84016
JOHN DEERE FINANCIAL	STS-BOOTS PRATT	797.35	84017
HR GREEN, INC	ENGINEERING	88,311.97	84018
BRICK GENTRY PC	LEGAL	9,645.00	84019
WCI POOLS AND SPAS	POOL-CHEMICALS	48.9	84020
JOHNSON CONTROLS	WTR-SECURITY	268.75	84021
CENTRAL IOWA WATER ASSC	WTR-LWE RAW WATER 7/2024	498.88	84022
UTILITY SERVICE CO	WTR-PLANT TANK	11,853.88	84023
AIR PRODUCTS & CHEMICALS	WTR-CHEMICALS	2,652.40	84024
QUADIENT	ALL-POSTAGE	1,000.00	84025
MNG, INCORPORATED	FH-WINDOW TINT	50	84026
MARTIN BROS DIST	4PLX-CONCESSIONS	3,197.51	84027
TURF AND POND TIME	PKM-POND TREATMENTS	320	84028
MENARDS	PD-SUPPLIES	527.49	84029
MACQUEEN EQUIP	FD-HELMETS	862.66	84030
MATHESON TRI-GAS INC	POOL-CO2	394.1	84031
MAIER, TATE	REC-UMPIRE	50	84032
JEO CONSULTING	STS-BRIDGE/OVERLOAD RATINGS	2,010.00	84033
LEAMAN, KELLY	REC-UMPIRE	100	84034
HOLL, NATHAN	STS-JEANS/CLOTHES HOLL	150.82	84035
MOTOROLA SOLUTIONS	PD-EVIDENCE SOFTWARE	2,559.40	84036
GRIFFIN, MASON	REC-UMPIRE	100	84037
VORM, ADDISYN	REC-UMPIRE	100	84038
LOGAN CONTRACTORS SUPPLY	FH-ADA WARNING PADS	892.8	84039
SKYLINE SALT SOLUTIONS	STS-SALT	9,250.00	84040
LAWLER, JAMISON	REC-UMPIRE	100	84041
A & R MARKETING INC.	CB-SHIRTS	1,071.00	84042
ASCENDANCE TRUCK CTR	STS-PUMP ASSEMBLY	635.04	84043
NATL ANIMAL CARE & CONTROL	PD-PRITCHARD MEMBERSHIP	25	84044
HOCK, NICK	REC-UMPIRE	100	84045
HILLMAN, DREW	REC-UMPIRE	100	84046
CRAIN, BRIAR	REC-UMPIRE	180	84047

WATER DEPOSITS	58.48
Refund Checks Total	58.48
Accounts Payable Total	<u>554,855.81</u>
Payroll Checks	<u>104,191.55</u>
***** REPORT TOTAL *****	<u>659,105.84</u>

GENERAL	134,342.02
ROAD USE TAX	25,228.88
LOCAL OPTION SALES TAX	11,484.68
LIBRARY TRUST	2,263.91
NORTH STORY BASEBALL	350
DANIELSON TRUST	2,460.25
COMMUNITY BAND	1,071.00
SC/FIELDHOUSE	942.8
2024 CIP STS IMPROV PROJ	113,849.49
CBD DOWNTOWN IMPR	565.89
2024HMA OVERLAY F&G	44,270.24
TRAIL CIP RESERVE PROJTS	2,240.00
WATER	43,796.98
WATER DEPOSITS	58.48
WATER CAPITAL REVOLVING	11,853.88
JORDAN WELL	30,931.46
SEWER	27,157.89
SEWER CAP IMP PROJECT	190,970.26
LANDFILL/GARBAGE	55.1
STORM WATER	2,410.70
REVOLVING FUND	12,433.80
FLEX BENEFIT REVOLVING	243.34
HEALTH INS, SELF FUND	124.79
TOTAL FUNDS	<u>659,105.84</u>

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CASH-GENERAL FUND	179,852.91-	5,268,097.61
002-000-1110	CASH-HOTEL/MOTEL	1,391.87	12,832.21
110-000-1110	CASH-ROAD USE TAX	22,278.79	2,702,480.35
112-000-1110	CASH-EMPLOYEE BENEFITS	31,717.76	685,150.56
113-000-1110	CASH-RUT CAPITAL	1,168.23	273,919.29
119-000-1110	CASH-EMERGENCY FUND	3,927.95	83,544.09
121-000-1110	CASH-LOCAL OPTION TAX	97,996.60	1,690,850.15
125-000-1110	CASH-TIF	195,343.63-	1,751,560.83
126-000-1110	CASH-LMI SUBFUND		258,249.53
160-000-1110	CASH-ED,PASS THRU FUNDS	40,000.00-	60,000.00-
167-000-1111	RESERVE-WELLS	8.19	1,921.06
167-000-1113	RESERVE-ZWILLING	.52	120.80
167-000-1114	RESERVE-ALBERRY	4.69	1,099.15
168-000-1118	RESERVE-UNDESIGNATED	1.05	245.15
168-000-1119	RESERVE-HARMS TRUST, GREEN SP	121.99	28,602.77
169-000-1110	CASH-LIBRARY TRUST	587.39-	6,561.11
171-000-1110	CASH-FIRE TRUST	80.46	18,866.94
172-000-1110	CASH-SCORE UNDESIGNATED	26.23	6,150.65
173-000-1110	CASH-SCORE O&M	1.22	285.76
174-000-1110	CASH-NORTH STORY BASEBALL	10.46	2,453.02
175-000-1110	CASH-SENIOR COMM CENTER	308.39-	10,259.98
176-000-1110	CASH-GH PIANO	87.64	20,548.73
177-000-1110	CASH-POLICE FOREITURE	56.19	13,175.26
179-000-1122	RESERVE-GRNBLT MAP 2005	16.63	3,898.80
179-000-1124	RESERVE-ST CO TRAIL	4.02	943.57
179-000-1127	RESERVE-UNRESTRICTED	1,075.19	38,386.68
179-000-1128	RESERVE-SCORE SCOREBOAR	21.20	4,970.55
179-000-1130	RESERVE-LANDSCAPING	51.50	7,073.47
179-000-1131	RESERVE-FIELD MAINT	165.44	38,792.09
179-000-1132	RESERVE-LEW HANSEN SUB	6.52	1,527.75
179-000-1133	RESERVE-87 SOUTHWOOD	35.06	8,220.82
179-000-1134	RESERVE-MARDEAN PARK	4.16	975.68
179-000-1135	RESERVE-WILSON POND DONATIONS	3.44	806.34
179-000-1137	P&R BRINKMAN MEMORIAL	11.54	2,706.90
180-000-1110	CASH-COLUMBARIAN MAINT	25.17	5,901.28
181-000-1110	CASH-TRAIL MAINTENANCE	232.37	54,484.66
182-000-1110	CASH-DANIELSON/OTHERTRU	2,998.75-	236,720.34
183-000-1110	CASH-LIB BLDG TRUST	.90	211.43
184-000-1110	CASH-TREES FOREVER	21.03	4,931.79
185-000-1110	CASH-4TH OF JULY	141.13	9,645.00
186-000-1110	CASH-COMM BAND	106.73	1,577.61
200-000-1110	CASH-DEBT SERVICE	1,708,941.14-	359,594.81-
301-000-1110	CASH-CITY HALL/PUBLIC S	2.71	634.51
302-000-1110	CASH-LIBRARY BLDG	445.39	104,433.38
304-000-1110	CASH-SC/FIELDHOUSE	299,721.63-	450,295.07-
306-000-1110	CASH-SPLASHPAD	1,765.19	413,891.70
307-000-1110	CASH-SIDEWALKIMPROVEMEN	619.25	145,198.87
309-000-1110	CASH-2024 STS CIP PROJECTS	157,510.88-	342,286.87-
310-000-1110	CASH-2021STS PROJ 11TH/S14		1,878,819.71-
311-000-1110	CASH-2019 CIP WORK	7,099.61	1,664,676.42
314-000-1110	CASH-2024 BRIDGE RPRS		11,670.00-

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
315-000-1110	CASH-CBD DOWNTOWN IMPR	1,610.34-	78,301.12-
318-000-1110	CASH-2024HMA OVERLAY F&G	4,769.61-	70,189.93-
321-000-1110	CASH-TRAIL CIP PROJECTS	16,909.10-	521,730.04
322-000-1110	CASH-ARP FUNDS	4,590.21	1,076,286.46
500-000-1110	CASH-PERPETUAL CARE	400.00	175,881.58
501-000-1110	CASH-HATTERY		5,000.00
600-000-1110	CASH-WATER O&M	138,259.56	4,614,276.07
601-000-1110	CASH-WATER DEPOSITS	1,073.72	89,525.89
602-000-1110	CASH-WATER PLANT UPGRADE RSRV	7,763.00	1,820,222.95
605-000-1110	CASH-WATER 2012C BOND	445,175.00-	200,016.73
607-000-1110	CASH-WTR CAPITAL REVOLV		65,907.76-
608-000-1110	CASH-JORDAN WELL PROJ	19,472.02-	236,877.57-
609-000-1110	CASH-WTR CAPITAL PROJECTS		42,248.30-
610-000-1110	CASH-WASTEWATER O&M	219,668.47	4,222,910.18
611-000-1110	CASH-SEWER REVOLVING	1,509,142.52-	94,437.01-
615-000-1110	CASH-SEWER CONSTRUCTION	38,230.06	4,014,662.15
616-000-1110	CASH-WWT CIP	1,091,576.78	887,096.98-
617-000-1110	CASH-WWT CAPITAL	1,626.70	381,419.24
618-000-1110	CASH-SRF SPONSORED PROJECT		692,909.15-
670-000-1110	CASH-GARBAGE UTILITY	5,669.59	1,433.19-
740-000-1110	CASH-STORM WATER UTILIT	18,576.02	1,205,730.74
810-000-1139	RESERVE-PARK & RECREATI	19.38	121,546.99
810-000-1140	RESERVE-LIBRARY	9,745.68-	40,822.16
810-000-1141	RESERVE-CEMETERY	532.54	124,866.79
810-000-1142	RESERVE-FINANCE	3,723.43-	309,248.66
810-000-1143	RESERVE-FIRE	7,482.51	825,946.56
810-000-1144	RESERVE-POLICE	23,168.62-	165,478.57
810-000-1146	RESERVE-PLANNING & ZONI	184.05	43,154.25
810-000-1147	RESERVE-FIELD HOUSE	341.17	79,996.52
810-000-1148	RESERVE-TECHNOLOGY	177.69	41,663.89
812-000-1110	CASH-FLEXIBLE BENEFITS	1,519.29-	39,237.79
813-000-1110	CASH-HEALTH INS/SELF FUND	5,717.66	67,512.35
830-000-1110	CASH-SICK & VACATION	1,425.92	334,342.01
	CASH TOTAL	2,906,451.28-	30,836,995.74
001-000-1120	PETTY CASH - LIBRARY		75.00
001-000-1123	PETTY CASH - POOL		1,000.00
600-000-1120	PETTY CASH - CITY HALL		600.00
	PETTY CASH TOTAL	.00	1,675.00
182-000-1168	COUNTY FOUNDATION INVES		90,315.96
	SAVINGS TOTAL	.00	90,315.96
	TOTAL CASH	2,906,451.28-	30,928,986.70

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CITY OF NEVADA  
BALANCE SHEET  
CALENDAR 5/2024, FISCAL 11/2024

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ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
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CITY OF NEVADA  
 BUDGET REPORT  
 CALENDAR 5/2024, FISCAL 11/2024

ACCOUNT NUMBER	ACCOUNT TITLE	PCT OF FISCAL YTD		UNEXPENDED		
		TOTAL BUDGET	MTD BALANCE		YTD BALANCE	PERCENT EXPENDED
	POLICE TOTAL	1,356,821.00	141,701.06	1,254,794.27	92.48	102,026.73
	POLICE-OFFICE TOTAL	139,125.00	14,232.31	118,667.96	85.30	20,457.04
	EMERGENCY MANAGEMENT TOTAL	1,320.00	52.97	931.26	70.55	388.74
	FLOOD CONTROL TOTAL	27,600.00	677.37	5,475.31	19.84	22,124.69
	FIRE TOTAL	282,027.00	16,831.03	238,603.23	84.60	43,423.77
	AMBULANCE TOTAL	14,871.00	402.54	37,568.70	252.63	22,697.70-
	BUILDING INSPECTIONS TOTAL	61,004.00	5,041.11	45,333.49	74.31	15,670.51
	ANIMAL CONTROL TOTAL	4,500.00	.00	3,640.40	80.90	859.60
	ANIMAL CONTROL-OWNER TOTAL	1,500.00	.00	620.80	41.39	879.20
	<b>PUBLIC SAFETY TOTAL</b>	<b>1,888,768.00</b>	<b>178,938.39</b>	<b>1,705,635.42</b>	<b>90.30</b>	<b>183,132.58</b>
	ROADS, BRIDGES, SIDEWALKS TOTA	1,156,149.00	52,151.87	976,814.78	84.49	179,334.22
	STREET LIGHTING TOTAL	137,000.00	2,579.68	97,866.29	71.44	39,133.71
	TRAFFIC CONTROL & SAFETY TOTA	500.00	.00	6.15	1.23	493.85
	PAVEMENT MARKINGS TOTAL	15,000.00	10,765.32	17,402.57	116.02	2,402.57-
	SNOW REMOVAL TOTAL	82,275.00	.00	40,142.04	48.79	42,132.96
	TREES & WEEDS TOTAL	75,000.00	9,613.76	67,448.03	89.93	7,551.97
	<b>PUBLIC WORKS TOTAL</b>	<b>1,465,924.00</b>	<b>75,110.63</b>	<b>1,199,679.86</b>	<b>81.84</b>	<b>266,244.14</b>
	WATER,AIR,MOSQUITO CONTRO TOTA	13,000.00	.00	185.00	1.42	12,815.00
	OTHER HEALTH/SOCIAL SERV TOTA	40,000.00	.00	39,585.71	98.96	414.29
	<b>HEALTH &amp; SOCIAL SERVICES TOTA</b>	<b>53,000.00</b>	<b>.00</b>	<b>39,770.71</b>	<b>75.04</b>	<b>13,229.29</b>
	LIBRARY TOTAL	535,992.00	54,543.00	467,733.66	87.27	68,258.34
	LIBRARY-DONATED TOTAL	39,650.00	6,302.73	28,958.66	73.04	10,691.34
	LIBRARY-STATE INFRASTRUCT TOTA	23,500.00	201.31	9,405.47	40.02	14,094.53
	MUSEUM/BAND/THEATRE TOTAL	1,500.00	.00	1,075.38	71.69	424.62
	PARKS TOTAL	130,626.00	13,266.82	134,818.01	103.21	4,192.01-
	PARK MAINTENANCE TOTAL	477,920.00	31,059.10	373,201.56	78.09	104,718.44
	PARKS-AHTLETIC FIELDS TOTAL	20,000.00	5,740.76	17,960.02	89.80	2,039.98
	TRAIL SYSTEM-BIKE/WALK TOTAL	15,000.00	.00	484.85	3.23	14,515.15
	FOUR-PLEX COMPLEX TOTAL	49,617.00	5,077.55	19,178.06	38.65	30,438.94
	POOL TOTAL	273,014.00	18,746.00	222,954.62	81.66	50,059.38
	RECREATION TOTAL	5,103.00	7,717.85	73,128.70	1,433.05	68,025.70-
	ADULT SOFTBALL TOTAL	1,819.00	.00	105.00	5.77	1,714.00
	COMMUNITY HEALTH/WELLNESS TOTA	1,200.00	506.05	1,752.31	146.03	552.31-
	SENIOR ACTIVITY TOTAL	3,500.00	.00	4,295.58	122.73	795.58-
	CEMETERY TOTAL	229,125.00	13,348.13	169,506.13	73.98	59,618.87
	FIELD HOUSE TOTAL	304,622.00	19,687.61	151,517.96	49.74	153,104.04
	SENIOR COMMUNITY CENTER TOTAL	12,807.00	1,527.89	8,298.02	64.79	4,508.98
	FIELDHOUSE TOTAL	20,500.00	.00	.00	.00	20,500.00
	BASEBALL SOFTBALL TOTAL	41,646.00	5,944.77	14,848.51	35.65	26,797.49
	YOUTH BASKETBALL TOTAL	11,605.00	.00	11,456.86	98.72	148.14
	VOLLEYBALL TOTAL	2,749.00	.00	1,868.06	67.95	880.94
	FLAG FOOTBALL TOTAL	6,395.00	.00	5,527.41	86.43	867.59

CITY OF NEVADA  
 BUDGET REPORT  
 CALENDAR 5/2024, FISCAL 11/2024

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 5/2024, FISCAL 11/2024		PCT OF FISCAL YTD 91.6%		UNEXPENDED
		TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	
	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	.00	5,778.42	115.57	778.42-
	HISTORICAL SOCIETY TOTAL	.00	.00	4,910.00	.00	4,910.00-
	HISTORIC PRESERVATION TOTAL	7,500.00	.00	.00	.00	7,500.00
	<b>CULTURE &amp; RECREATION TOTAL</b>	<b>2,223,438.00</b>	<b>183,669.57</b>	<b>1,728,763.25</b>	<b>77.75</b>	<b>494,674.75</b>
	ECONOMIC DEVELOPMENT TOTAL	868,003.00	370,394.59	663,607.47	76.45	204,395.53
	MAIN STREET NEVADA TOTAL	25,000.00	.00	.00	.00	25,000.00
	HOUSING & URBAN RENEWAL TOTAL	65,000.00	.00	5,657.00	8.70	59,343.00
	PLANNING & ZONING TOTAL	262,082.00	16,904.78	129,485.98	49.41	132,596.02
	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
	<b>COMMUNITY &amp; ECONOMIC DEV TOTA</b>	<b>1,234,085.00</b>	<b>387,299.37</b>	<b>802,750.45</b>	<b>65.05</b>	<b>431,334.55</b>
	MAYOR/COUNCIL/CITY MGR TOTAL	12,790.00	753.56	15,547.93	121.56	2,757.93-
	COUNCIL TOTAL	10,650.00	.00	364.36	3.42	10,285.64
	CITY ADMINISTRATOR TOTAL	55,450.00	5,323.73	38,219.94	68.93	17,230.06
	CLERK/TREASURER/ADM TOTAL	491,637.00	38,176.43	370,735.60	75.41	120,901.40
	ELECTIONS TOTAL	3,500.00	.00	2,642.94	75.51	857.06
	LEGAL SERVICES/ATTORNEY TOTAL	122,700.00	5,694.00	103,080.50	84.01	19,619.50
	CITY HALL/GENERAL BLDGS TOTAL	125,654.00	1,264.18	76,648.09	61.00	49,005.91
	TORT LIABILITY TOTAL	62,551.00	.00	58,707.00	93.85	3,844.00
	OTHER GENERAL GOVERNMENT TOTA	14,000.00	486.52	11,967.57	85.48	2,032.43
	<b>GENERAL GOVERNMENT TOTAL</b>	<b>898,932.00</b>	<b>51,698.42</b>	<b>677,913.93</b>	<b>75.41</b>	<b>221,018.07</b>
	CITYHALL/LIBRARY DEBT TOTAL	96,363.00	93,181.25	96,362.50	100.00	.50
	CBD PROJECT 8.9M TOTAL	178,550.00	89,275.00	178,550.00	100.00	.00
	2013 GO BOND TOTAL	.00	1,568,975.00	1,583,225.00	.00	1,583,225.00-
	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
	<b>DEBT SERVICE TOTAL</b>	<b>1,910,295.00</b>	<b>1,751,431.25</b>	<b>1,908,937.50</b>	<b>99.93</b>	<b>1,357.50</b>
	FLOOD CONTROL TOTAL	75,000.00	.00	.00	.00	75,000.00
	ROADS, BRIDGES, SIDEWALKS TOTA	3,217,200.00	163,890.83	1,708,623.60	53.11	1,508,576.40
	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	26,956.45	43,538.45	43.54	56,461.55
	POOL TOTAL	100,000.00	.00	.00	.00	100,000.00
	SENIOR COMMUNITY CENTER TOTAL	.00	593.88	6,302.50	.00	6,302.50-
	FIELDHOUSE TOTAL	4,320,000.00	299,127.75	3,698,705.16	85.62	621,294.84

CITY OF NEVADA  
 BUDGET REPORT  
 CALENDAR 5/2024, FISCAL 11/2024

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	PCT OF FISCAL YTD BALANCE	YTD PERCENT EXPENDED	91.6% UNEXPENDED
	CAPITAL PROJECTS TOTAL	7,847,200.00	490,568.91	5,457,169.71	69.54	2,390,030.29
	WTR 2012C BOND TOTAL	460,350.00	445,175.00	460,350.00	100.00	.00
	WWT DEBT TOTAL	2,113,200.00	1,509,142.52	2,002,782.76	94.77	110,417.24
	WATER TOTAL	50,490.00	.00	35,561.64	70.43	14,928.36
	WATER-PLANT/PUMPS TOTAL	1,145,062.00	79,889.03	976,128.05	85.25	168,933.95
	TOTAL	.00	.00	42,248.30	.00	42,248.30
	WATER-LINES-INST & O&M TOTAL	81,458.00	6,700.21	52,051.48	63.90	29,406.52
	WATER ACCOUNTING TOTAL	382,675.00	34,337.56	356,777.86	93.23	25,897.14
	WASTEWATER PLANT TOTAL	1,451,001.00	42,413.08	746,304.36	51.43	704,696.64
	WASTEWATER COLLECTION TOTAL	21,904,560.00	179,891.06	11,888,297.47	54.27	10,016,262.53
	WASTEWATER ACCOUNTING TOTAL	253,325.00	25,778.63	230,804.45	91.11	22,520.55
	LANDFILL/GARBAGE TOTAL	74,700.00	55.56	73,305.90	98.13	1,394.10
	STORM WATER TOTAL	70,900.00	689.69	27,796.24	39.20	43,103.76
	ENTERPRISE FUNDS TOTAL	27,987,721.00	2,324,072.34	16,892,408.51	60.36	11,095,312.49
	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	52,078,826.00	5,442,788.88	32,977,379.34	63.32	19,101,446.66

CITY OF NEVADA  
 REVENUE REPORT

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 5/2024, FISCAL 11/2024 BUDGET ESTIMATE	MTD BALANCE	PCT OF FISCAL YTD BALANCE	YTD PERCENT RECVD	91.6% UNCOLLECTED
	GENERAL TOTAL	4,212,643.00	181,463.55	3,636,029.74	86.31	576,613.26
	HOTEL MOTEL TOTAL	4,100.00	1,391.87	5,739.46	139.99	1,639.46-
	ROAD USE TAX TOTAL	1,016,901.00	95,688.15	962,754.36	94.68	54,146.64
	EMPLOYEE BENEFITS TOTAL	633,163.00	31,717.76	671,076.81	105.99	37,913.81-
	RUT CAPITAL TOTAL	303,000.00	1,168.23	316,922.56	104.59	13,922.56-
	EMERGENCY FUND TOTAL	78,467.00	3,927.95	83,208.48	106.04	4,741.48-
	LOCAL OPTION SALES TAX TOTAL	1,020,000.00	121,663.06	1,310,154.67	128.45	290,154.67-
	TAX INCREMENT FINANCING TOTAL	588,552.00	75,050.96	664,295.29	112.87	75,743.29-
	LMI-SUBFUND TOTAL	80,786.00	.00	.00	.00	80,786.00
	ECONOMIC DEVELOPMENT TOTAL	300,000.00	60,000.00	200,000.00	66.67	100,000.00
	RESTRICTED GIFTS TOTAL	25.00	13.40	130.10	520.40	105.10-
	CEMETARY CIP/LAND TOTAL	200.00	123.04	1,194.95	597.48	994.95-
	LIBRARY TRUST TOTAL	3,100.00	1,908.32	16,281.38	525.21	13,181.38-
	FIRE TRUST TOTAL	120.00	80.46	781.51	651.26	661.51-
	SCORE-UNDESIGNATED TOTAL	50.00	26.23	254.76	509.52	204.76-
	SCORE O&M TOTAL	5.00	1.22	11.83	236.60	6.83-
	NORTH STORY BASEBALL TOTAL	24,000.00	10.46	163.34	.68	23,836.66

CITY OF NEVADA  
 REVENUE REPORT  
 CALENDAR 5/2024, FISCAL 11/2024  
 BUDGET MTD  
 ESTIMATE BALANCE

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	PCT OF YTD BALANCE	FISCAL YTD PERCENT RECVD	91.6% UNCOLLECTED
	SENIOR CENTER TRUST TOTAL	710.00	801.61	1,201.85	169.27	491.85-
	GATES HALL PIANO TOTAL	100.00	87.64	851.16	851.16	751.16-
	ASSET FORFEITURE TOTAL	100.00	56.19	545.75	545.75	445.75-
	PARK OPEN SPACE TOTAL	34,300.00	1,394.70	39,502.61	115.17	5,202.61-
	COLUMBARIAN MAINTENANCE TOTAL	220.00	25.17	686.23	311.92	466.23-
	TRAIL MAINTENANCE TOTAL	20,150.00	232.37	22,104.86	109.70	1,954.86-
	DANIELSON TRUST TOTAL	1,600.00	1,009.58	14,913.12	932.07	13,313.12-
	LIB BLDG TRUST TOTAL	.00	.90	8.75	.00	8.75-
	TREES FOREVER TOTAL	75.00	21.03	204.29	272.39	129.29-
	4TH OF JULY TRUST TOTAL	2,575.00	141.13	4,333.65	168.30	1,758.65-
	COMMUNITY BAND TOTAL	1,000.00	106.73	265.21	26.52	734.79
	DEBT SERVICE TOTAL	1,621,946.00	42,490.11	918,513.30	56.63	703,432.70
	CH CAMPUS PROJ TOTAL	.00	2.71	26.28	.00	26.28-
	LIBRARY ADDITION TOTAL	97,463.00	445.39	99,114.62	101.69	1,651.62-
	SC/FIELDHOUSE TOTAL	4,570,000.00	.00	296,161.11	6.48	4,273,838.89
	SPLASHPAD PROJECT TOTAL	400,000.00	1,765.19	413,891.70	103.47	13,891.70-
	SIDEWALK IMPROVEMENTS TOTAL	30,000.00	619.25	26,354.40	87.85	3,645.60

CITY OF NEVADA  
 REVENUE REPORT

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 5/2024, FISCAL BUDGET ESTIMATE	11/2024 MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	91.6% PERCENT RECVD	UNCOLLECTED
	2024 CIP STS IMPROV PROJ TOTA	3,000,000.00	.00	.00	.00	3,000,000.00
	2019 CIP WORK TOTAL	.00	7,099.61	68,954.68	.00	68,954.68-
	IDOT S14 PROJ,TRAIL TOTAL	434,370.00	.00	.00	.00	434,370.00
	TRAIL CIP RESERVE PROJTS TOTA	76,230.00	10,047.35	102,866.43	134.94	26,636.43-
	ARP FUNDS TOTAL	10,000.00	4,590.21	44,582.24	445.82	34,582.24-
	PERPETUAL CARE TOTAL	3,800.00	400.00	3,200.00	84.21	600.00
	WATER TOTAL	2,440,525.00	239,743.06	2,871,766.27	117.67	431,241.27-
	WATER DEPOSITS TOTAL	25,000.00	2,025.00	15,916.22	63.66	9,083.78
	WATER PLANT UPGRADE RSRV TOTA	212,000.00	7,763.00	273,771.46	129.14	61,771.46-
	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	294,518.28	3,377,883.74	130.69	793,196.74-
	SEWER SRF REVOLVING TOTAL	1,773,583.00	.00	59,163.14	3.34	1,714,419.86
	SEWER CONSTRUCTION TOTAL	345,000.00	38,230.06	658,197.05	190.78	313,197.05-
	SEWER CAP IMP PROJECT TOTAL	15,000,000.00	1,264,809.74	11,595,751.70	77.31	3,404,248.30
	SEWER EQUIP REVOLVING TOTAL	152,000.00	1,626.70	166,399.75	109.47	14,399.75-
	SRF SPONSORED PROJECT TOTAL	1,500,000.00	.00	.00	.00	1,500,000.00

CITY OF NEVADA  
 REVENUE REPORT  
 CALENDAR 5/2024, FISCAL 11/2024

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	PCT OF YTD BALANCE	FISCAL YTD PERCENT RECVD	91.6% UNCOLLECTED
	LANDFILL/GARBAGE TOTAL	73,700.00	5,725.15	66,496.94	90.23	7,203.06
	STORM WATER TOTAL	177,900.00	19,265.71	213,567.27	120.05	35,667.27-
	REVOLVING FUND TOTAL	510,000.00	11,435.08	768,485.27	150.68	258,485.27-
	FLEX BENEFIT REVOLVING TOTAL	.00	1,936.98	43,975.06	.00	43,975.06-
	HEALTH INS, SELF FUND TOTAL	.00	39,143.06	427,982.58	.00	427,982.58-
	OTHER INTERNAL SERV FUND TOTA	1,000.00	1,425.92	13,849.20	1,384.92	12,849.20-
	TOTAL REVENUE BY FUND	<u>43,953,496.00</u>	<u>2,573,219.27</u>	<u>31,066,941.98</u>	<u>70.68</u>	<u>12,886,554.02</u>

Item # LOE  
 Date: 4/24/24

www.imwca.org



**Nevada (0585)**  
**Estimated Premium Schedule as of 5/8/2024**  
**Policy Period: 7/1/2024-7/1/2025**

**Workers' Compensation Coverage**

Class Code	Description	Rate	Payroll	Premium	Modified Premium	Discounted Premium
5506	Street or Road Paving	5.6%	283,972	15,902	9,859	5,521
7520	Waterworks Operations & Driver	2.31%	255,232	5,896	3,656	2,047
7580	Sewage Disposal Plant Operation	2.11%	240,434	5,073	3,145	1,761
7705V	Ambulance Service Companies, Volunteer EMS providers & drivers.	4.12%	2,406	99	61	34
7710	Firefighters & Drivers	42.51%	89,157	37,901	23,499	13,159
7711	Volunteer Firefighters & Drivers	42.51%	25,965	11,038	6,844	3,833
7720	Police Officers & Drivers	2.55%	832,977	21,241	13,169	7,375
8810	Clerical Office Employees - NO	0.17%	950,192	1,615	1,001	561
8810V	Elected or Appointed Officials	0.17%	13,150	22	14	8
8831	Hospital - Veterinary & Driver	1.11%	48,302	536	332	186
9015	Building Maintenance - Operation	2.39%	255,431	6,105	3,785	2,120
9101	Public Library/Museums - Maint	3.9%	8,459	330	205	115
9102	Parks NOC - All Employees	2.6%	374,649	9,741	6,039	3,382
9220	Cemetery Operations & Drivers	4.44%	77,093	3,423	2,122	1,188
9402	Street Cleaning & Drivers	3.63%	25,000	908	563	315
9410	Municipal Employees	1.97%	69,835	1,376	853	478
<b>Totals:</b>			<b>3,552,254</b>	<b>121,206</b>	<b>75,147</b>	<b>42,083</b>

**Your IMWCA Discount for Workers' Compensation Coverage:**

Longevity Credit:	\$ 6,012	8%
Loss Experience Credit:	\$ 18,787	25%
Large Premium Discount:	\$ 8,266	11%
<b>Total Discount:</b>	<b>\$ 33,065</b>	<b>44%</b>

**Workers' Compensation Premium Calculation**

Pure Premium:	\$ 121,206
Experience Modification Factor: X	.62
Modified Premium:	\$ 75,147
IMWCA Discount Amount: -	\$ 33,065
Discounted Premium:	\$ 42,082
Expense Constant: +	\$ 160
Annual Premium:	\$ 42,243
Total Premium:	\$ 42,243

**Total Estimated Coverage Premium: \$ 42,243**

**This is not an invoice.**



Iowa Municipalities Workers' Compensation Assoc  
 500 SW 7th Street  
 Suite 101  
 Des Moines IA 50309

Invoice	INV90413
Date	6/1/2024
Page	1

**Bill To:**

Nevada, City of  
 1209 6th Street  
 PO Box 530  
 Nevada IA 50201-0350

**Ship To:**

Nevada, City of  
 1209 6th Street  
 PO Box 530  
 Nevada IA 50201-0350

Please remit payment to: IMWCA, PO Box 8186, Des Moines, IA 50301

Purchase Order No.		Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
		NEVAD001	AG0225		NET 30	6/1/2024	97,412
Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1	1	0	DEPOSIT	Deposit - Work Comp Premium 24-25 This invoice is 25% of total annual premium. The balance will be invoiced in 7 monthly installments of \$4526. If full payment is remitted, total annual premium is \$42243.	\$0.00	\$10,561.00	\$10,561.00

This invoice is due on July 1, 2024.

Subtotal	\$10,561.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
<b>Total</b>	<b>\$10,561.00</b>

A FINANCE CHARGE of 1.5% (APR 18%) will be added to balances over 30 days past due. When you provide a check as payment, you authorize IMWCA either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call 515-244-7282.

City of Nevada  
 1209 6th Street  
 Nevada, IA 50201

ICAP-Iowa Communities Assurance Pool  
 Member #324  
 Effective 7/1/2024-7/1/2025  
 IMWCA Renewal 7/1/2024-7/1/2025

	2024-2025 Term	2023-2024 Term	\$ Change	% Change
Property	\$214,841.00	\$123,194.00	\$91,647.00	74.4%
General Liability	\$67,587.00	\$64,365.00	\$3,222.00	5.0%
Police Professional Liability	\$6,987.00	\$6,654.00	\$333.00	5.0%
Public Officials Wrongful Acts	\$9,398.00	\$8,950.00	\$448.00	5.0%
Vehicles	\$33,890.00	\$22,593.00	\$11,297.00	50.0%
Automobile Liability	\$13,809.00	\$13,049.00	\$760.00	5.8%
Excess Liability	\$31,456.00	\$29,958.00	\$1,498.00	5.0%
Bond	\$1,540.00	\$1,540.00	\$0.00	0.0%
<b>TOTAL</b>	<b>\$379,508.00</b>	<b>\$270,303.00</b>	<b>\$109,205.00</b>	<b>40.4%</b>
2024 Credit Voucher	\$0.00	\$0.00		
<b>TOTAL With Credit Voucher</b>	<b>\$379,508.00</b>	<b>\$270,303.00</b>	<b>\$109,205.00</b>	<b>40.4%</b>

Workers Compensation \$42,243.00 \$39,044.00 \$3,199.00 8.2%

	2024-2025 Term	2023-2024 Term	\$ Change	% Change
<b>PROPERTY</b>	<b>\$214,841.00</b>	<b>\$123,194.00</b>	<b>\$91,647.00</b>	<b>74.4%</b>
Deductible	\$5,000	\$5,000	\$0	0.0%
Total Insured Value	\$95,697,441	\$76,985,791	\$18,711,650	24.3%
Property Coverage Extension	Included	Included	XX	XX
Buildings	\$85,718,593	\$69,407,569	\$16,311,024	23.5%
Personal Property	\$3,953,741	\$3,491,744	\$461,997	13.2%
Misc. Property Scheduled	\$3,598,552	\$2,656,883	\$941,669	35.4%
Misc. Property Unscheduled	\$2,426,555	\$1,429,595	\$996,960	69.7%

2% Wind & Hail Deductible Applies

	2024-2025 Term	2023-2024 Term	\$ Change	% Change
<b>GENERAL LIABILITY</b>	<b>\$67,587.00</b>	<b>\$64,365.00</b>	<b>\$3,222.00</b>	<b>5.0%</b>
Limit of Coverage	\$2,000,000	\$2,000,000	\$0	0.0%

	2024-2025 Term	2023-2024 Term	\$ Change	% Change
<b>POLICE PROFESSIONAL LIABILITY</b>	<b>\$6,987.00</b>	<b>\$6,654.00</b>	<b>\$333.00</b>	<b>5.0%</b>
Limit of Coverage	\$2,000,000	\$2,000,000	\$0	0.0%

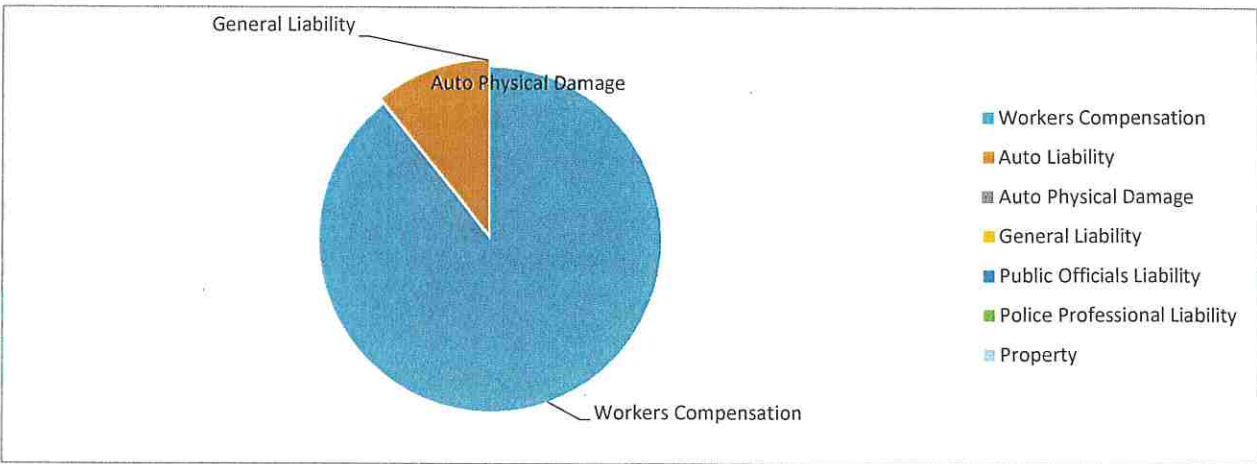
	2024-2025 Term	2023-2024 Term	\$ Change	% Change
<b>PUBLIC OFFICIALS WRONGFUL ACTS</b>	<b>\$9,398.00</b>	<b>\$8,950.00</b>	<b>\$448.00</b>	<b>5.0%</b>
Limit of Coverage	\$2,000,000	\$2,000,000	\$0	0.0%

	2024-2025 Term	2023-2024 Term	\$ Change	% Change
<b>AUTOMOBILE</b>	<b>\$47,699.00</b>	<b>\$35,642.00</b>	<b>\$12,057.00</b>	<b>33.8%</b>
Vehicles	\$3,799,671	\$3,826,844	-\$27,173	-0.7%
Automobile Liability	\$2,000,000	\$2,000,000	\$0	0.0%
Comprehensive Deductible	\$1,000	\$1,000	\$0	0.0%
Collision Deductible	\$2,000	\$2,000	\$0	0.0%

	2024-2025 Term	2023-2024 Term	\$ Change	% Change
<b>EXCESS LIABILITY</b>	<b>\$31,456.00</b>	<b>\$29,958.00</b>	<b>\$1,498.00</b>	<b>5.0%</b>
Limit of Coverage	\$8,000,000	\$8,000,000	\$0	0.0%

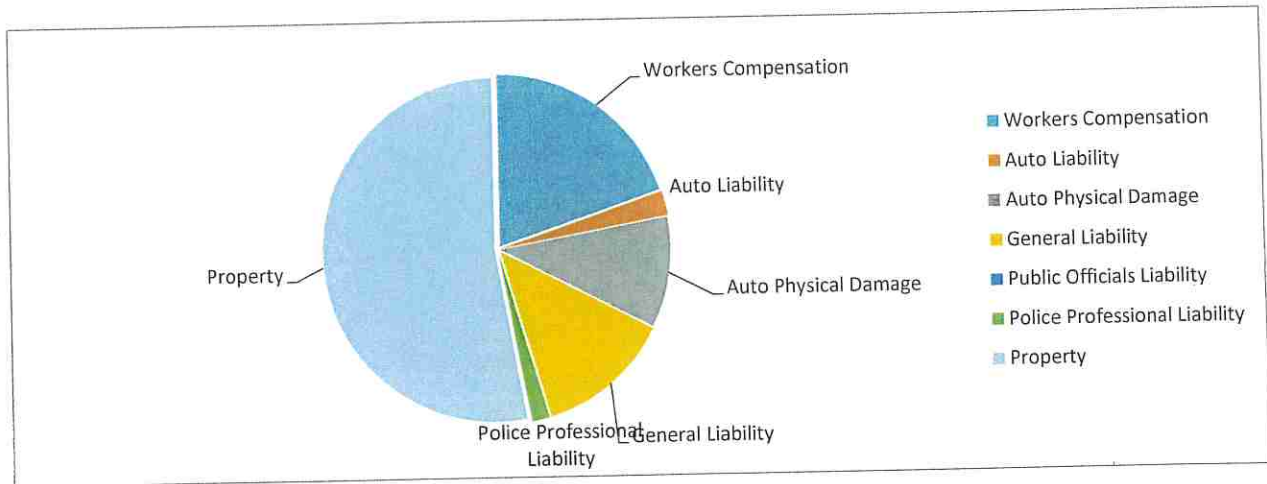
	2024-2025 Term	2023-2024 Term	\$ Change	% Change
<b>WORKERS COMPENSATION</b>	<b>\$42,243.00</b>	<b>\$39,044.00</b>	<b>\$3,199</b>	<b>8.2%</b>
Bodily Injury by Accident	\$1,000,000	\$1,000,000	\$0	0.0%
Bodily Injury by Disease Per/Emp.	\$1,000,000	\$1,000,000	\$0	0.0%
Bodily Injury by Disease - Aggregate	\$1,000,000	\$1,000,000	\$0	0.0%
<b>PAYROLL</b>	<b>\$3,552,254</b>	<b>\$3,064,439</b>	<b>\$487,815</b>	<b>15.9%</b>
Experience Modification Factor	0.62	0.71	(0.09)	XX
Longevity Credit	\$6,012	\$6,944	(\$932)	-13.4%
Loss Experience Credit	\$17,787	\$21,699	(\$3,912)	-18.0%
Large Premium Discount	\$8,266	\$9,548	(\$1,282)	-13.4%

Loss Experience Breakdown - Prior Year



Line of Business	Number of Losses	Paid
Workers Compensation	3	\$56,078
General Liability	0	\$0
Auto Liability	1	\$6,767
Auto Physical Damage	0	\$0
Police Professional Liability	0	\$0
Public Officials Liability	0	\$0
Property	0	\$0
<b>Total</b>	<b>4</b>	<b>\$62,845</b>

Loss Experience Breakdown - 5 Years



Line of Business	Number of Losses	Paid
Workers Compensation	30	\$77,319.00
General Liability	9	\$50,121
Auto Liability	3	\$8,936
Auto Physical Damage	18	\$40,480
Police Professional Liability	2	\$6,661
Public Officials Liability	0	\$0
Property	24	\$205,433
<b>Total</b>	<b>86</b>	<b>\$388,950.00</b>

**RESOLUTION NO. 092 (2023/2024)**  
**A RESOLUTION ACCEPTING CORRECTED MINOR SUBDIVISION FOR**  
**MARTIN'S 3<sup>RD</sup> ADDITION, NEVADA, STORY COUNTY, IOWA**

WHEREAS, there has been submitted to the City Council of the City of Nevada, Iowa, the Plat of Survey of MARTIN'S 3<sup>RD</sup> ADDITION Minor Subdivision, within the Jurisdiction of the City of Nevada, Iowa; and

WHEREAS, by Resolution No. 075 (2023/2024) the City approved the Plat of Survey for MARTIN'S 3<sup>RD</sup> ADDITION Minor Subdivision; and

WHEREAS, the City has received a corrected subdivision plat drawing for MARTIN'S 3<sup>RD</sup> ADDITION Minor Subdivision; and

WHEREAS, the City finds that it is advisable and in the best interests of the City of Nevada, Iowa, and of the citizens thereof that the corrected Plat and MARTIN'S 3<sup>RD</sup> ADDITION Minor Subdivision be accepted and approved.

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

1. That the Corrected Plat of Survey of MARTIN'S 3<sup>RD</sup> ADDITION Minor Subdivision, Story County, Iowa of Nevada, Iowa, is hereby accepted and approved for and on behalf of the City of Nevada, Iowa.

PASSED AND APPROVED THIS 24<sup>th</sup> day of June, 2024.

\_\_\_\_\_  
Brett Barker, Mayor

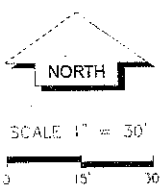
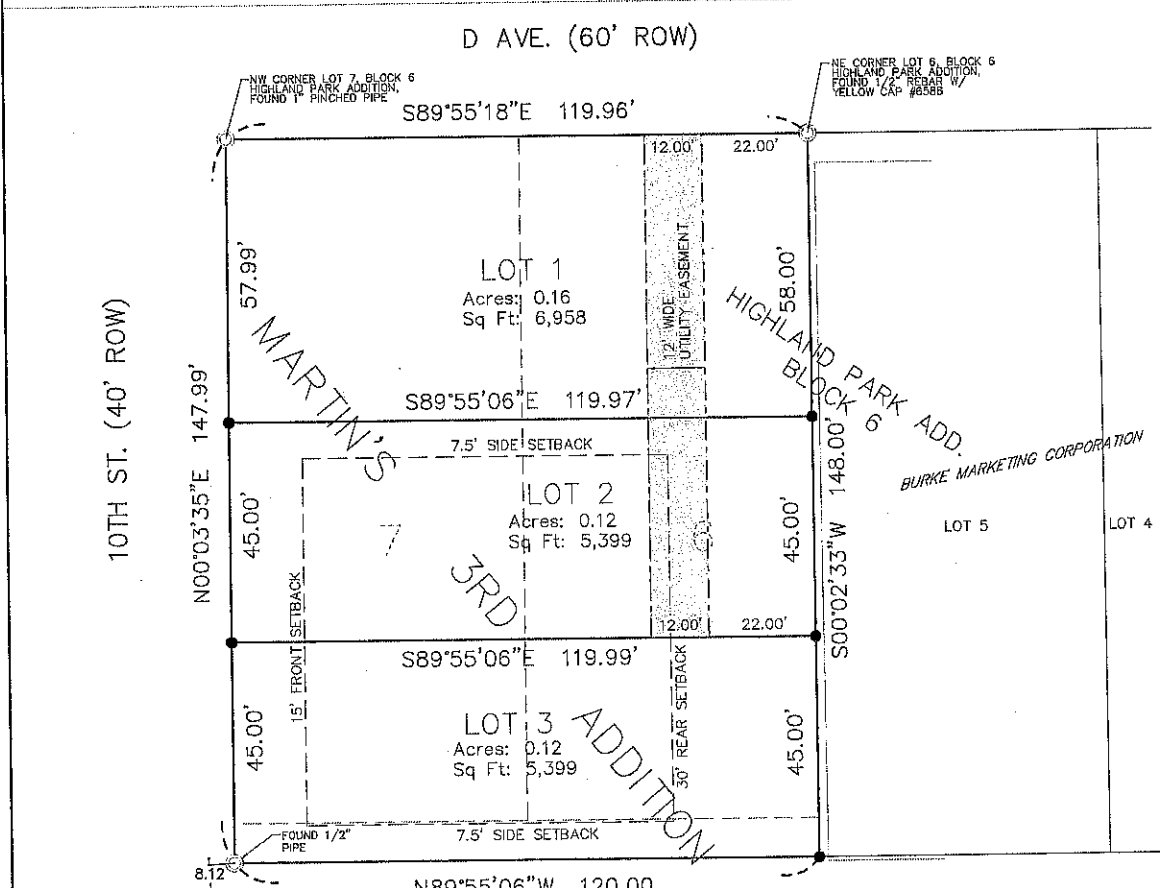
Attest:

\_\_\_\_\_  
Kerin Wright, City Clerk

# MARTIN'S 3RD ADDITION

Lots 6, 7 and the north half of the adjacent alley south of Lots 6 and 7 in Block 6, Highland Park Addition to Nevada, Story County, Iowa, subject to covenants, conditions, restrictions and easements of record.

PROPRIETOR:  
Cary & Sherri Martin  
404 I Ave.,  
Nevada, IA 50201  
SURVEY REQUESTED BY:  
Cary Martin  
FIELD SURVEY CONDUCTED ON:  
04/05/2022

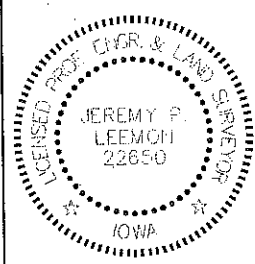
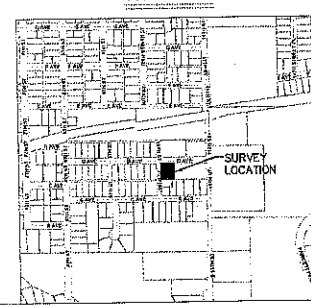


**ZONING**  
EXISTING: R2

### LEGEND

- FOUND MONUMENT AS DESCRIBED
- PLACED 5/8" REBAR W/ YELLOW CAP #22650
- SURVEY BOUNDARY
- LOT LINES
- BUILDING SETBACK
- UTILITY EASEMENT
- ORIGINAL LOT LINES
- CENTER LINE
- BUILDING LINES

### KEY MAP



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 Land Surveyor under the laws of the State of Iowa.

Jeremy P. Leemon, Land Surveyor  
License number: 22650  
My license renewal date is December 31, 2024  
Pages or sheets covered by this seal: 1 OF 1

6-13-24  
Date

### PLAT OF SURVEY

Drawn by: GP Project No: 9815.003  
Drawing Date: 5/30/2024  
Drawing Name: K:\SURVEY - PRIVATE\9815.00 - Cary Martin\Drawing\Martin Phase2.dgn



June 19, 2024

Downtown Resource Center  
Downtown Upper Story Grant  
Grant ID: 22-ARPDH-040

Request for Extension to September 30, 2024

To Whom It May Concern,

The Downtown Housing Grant that was awarded for the Camelot Theater project in Nevada, has a current project end date of June 30, 2024. There was a delay from the anticipated start date due to contractor's schedules and the weather delays. The Camelot Foundation has been using volunteer and in-kind labor to stay with budget and it required more flexibility in scheduling. We would like to request an extension on the grant's project end date to September 30, 2024.

See the attachment for the work that has been done and the remaining items that are left to finish along with anticipated completion dates.

The project is still relevant to our downtown district and will be impactful as it is a highly visible building and necessary historic event space. This project will increase housing opportunities to our city. The City of Nevada is in support of the extension on this project.

Regards,

Mayor Brett Barker  
City of Nevada



BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the June 10, 2024 Council Agenda

Business Name Cloud Wine LLC Phone Number \_\_\_\_\_

Address Farmers Market 6th St (7/7/24)

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.

6-10-24  
Date

*[Signature]*  
FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# State of Iowa

## Alcoholic Beverages Division

### Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
CLOUD WINE, LLC	Lucky Wife Wine Slushies	(515) 368-0295		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
6th Street	between Ave K and Lincoln Highway spot 18/19	Nevada	Story	50201
MAILING ADDRESS	CITY	STATE	ZIP	
6th Street	Nevada	Iowa	50201	

### Contact Person

NAME	PHONE	EMAIL
Dawn Thompson	(515) 368-0295	luckywifewineslushies4@gmail.com

### License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Special Class C Retail Alcohol License	5 Day	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
July 5, 2024	July 9, 2024	

#### SUB-PERMITS

Special Class C Retail Alcohol License

#### PRIVILEGES

Avenue

Highway

Center

TAB

vendors

Wedge

serve

vendors

vendors

LeHST

vendors

TAB

TAB

TAB

Amelot

Subway

Hair  
Studio

Center

Highway

Highway

Item # UJ  
Date: 6/24/24

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the June 10, 2024 Council Agenda

Business Name Cloud Wine LLC Phone Number \_\_\_\_\_

Address Farmers Market 6<sup>th</sup> St (7/21/24)

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.

6/11/24  
Date

TRAZ  
FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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

No orders

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# State of Iowa

Alcoholic Beverages Division

## Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
CLOUD WINE, LLC	Lucky Wife Wine Slushies	(515) 368-0295		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
6th Street	between Lincoln highway and avenue K spot 18/19	Nevada	Story	50201
MAILING ADDRESS	CITY	STATE	ZIP	
6th Street	Nevada	Iowa	50201	

## Contact Person

NAME	PHONE	EMAIL
Dawn Thompson	(515) 368-0295	luckywifewineslushies4@gmail.com

## License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Special Class C Retail Alcohol License	5 Day	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
July 19, 2024	July 23, 2024	

SUB-PERMITS

Special Class C Retail Alcohol License

PRIVILEGES

Avenue K

Avenue K

ENTER EXIT

vendors

TAB

vendors

LUCKY DIKE  
scene

to H&S

TAB

TAB

TAB

vendors

vendors

Subway  
Hair  
Studio

Camelot

ENTER EXIT

Lincoln  
Highway

Lincoln  
Highway

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the July 8, 2024 Council Agenda

Business Name Dollar Fresh Phone Number \_\_\_\_\_

Address 1622 Fawcett Pkwy

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.

6-11-24  
Date

[Signature]  
FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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

in full compliance w/ IFC 2015

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# State of Iowa

Alcoholic Beverages Division

## Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
HY-VEE, INC.	Hy-Vee Dollar Fresh	(515) 267-2800		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1622 Fawcett Parkway		Nevada	Story	50201
MAILING ADDRESS	CITY	STATE	ZIP	
5820 Westown Parkway	West Des Moines	Iowa	50266	

## Contact Person

NAME	PHONE	EMAIL
Katie Nylen	(515) 267-2800	knylen@hy-vee.com

## License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0003758	Class E Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Aug 10, 2024	Aug 9, 2025	

### SUB-PERMITS

Class E Retail Alcohol License

### PRIVILEGES





# State of Iowa

Alcoholic Beverages Division

DRAM CANCEL DATE

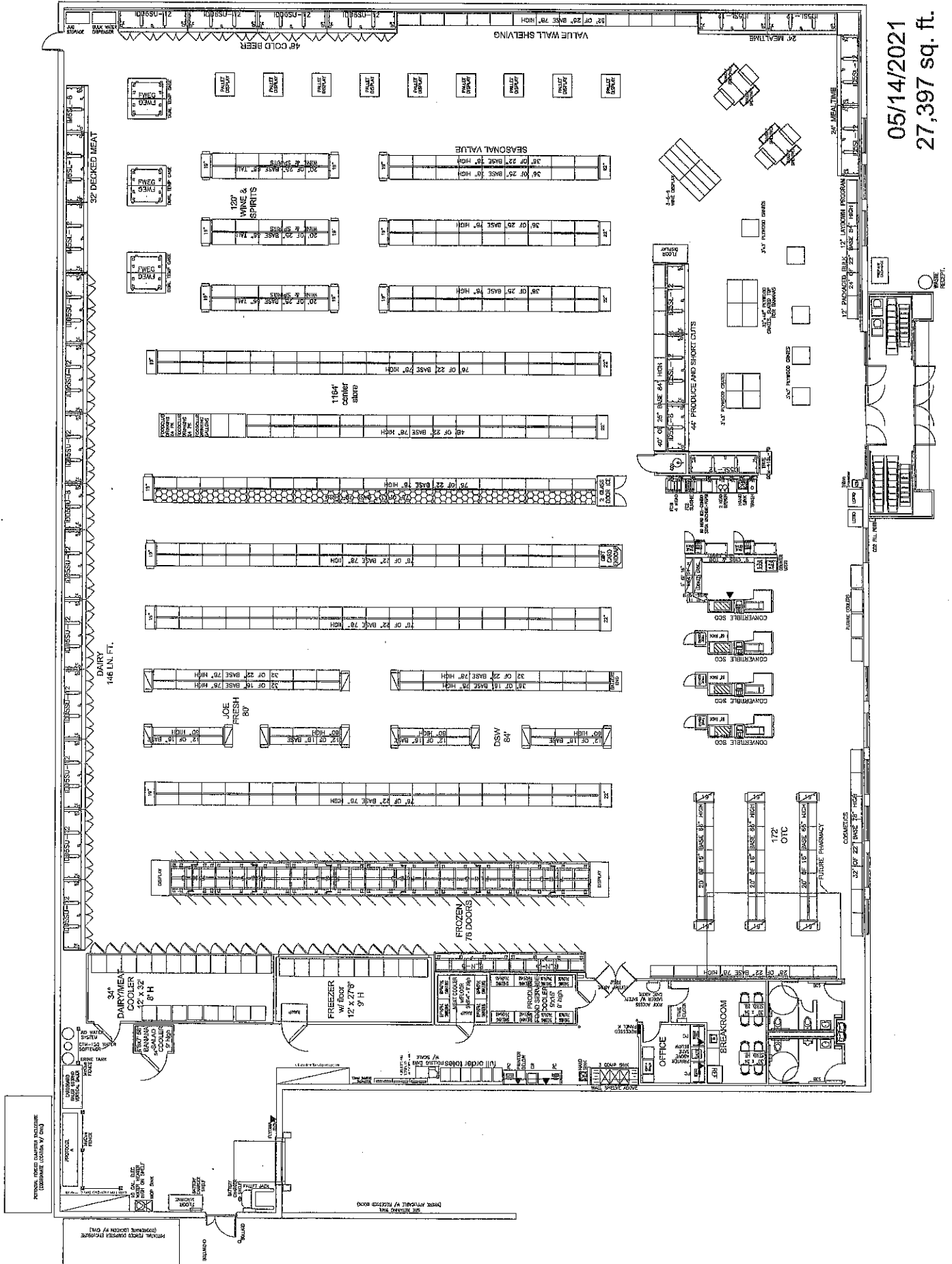
OUTDOOR SERVICE EFFECTIVE  
DATE

OUTDOOR SERVICE EXPIRATION  
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE  
DATE

TEMP TRANSFER EXPIRATION  
DATE



05/14/2021  
27,397 sq. ft.

Additional instructions are on the final page.

For period (MM/DD/YYYY) 07 / 01 / 2024 through 06/30/2025

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.

Business Information:

Legal name/Doing business as (DBA): Fareway Stores, Inc. #426

Iowa sales and use tax account number: 185002819

Retail address: 1505 South B Avenue City: NEVADA State: IA ZIP: 50201

Mailing address: PO Box 70, Attn: Tracey Wilson City: Boone State: IA ZIP: 50036

Phone: 515-382-2875

Legal Ownership Information:

Type of ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP: Fareway Stores, Inc.

Primary office address: 715 8th St, PO Box 70 City: Boone State: IA ZIP: 50036

Phone: 515-433-5336 Fax: 515-433-4416 Email: storelicenses@farewaystores.com

Retail Information:

Types of Sales: Over-the-counter  Vending machine  Vending machine that assembles cigarettes  Delivery sales of alternative nicotine/vapor products (see instructions)   
Mobile sales (see instructions)  VIN: \_\_\_\_\_ License plate number: \_\_\_\_\_

Types of Products Sold: (Check all that apply)  
Cigarettes  Tobacco  Alternative nicotine products  Vapor products

Type of Establishment: (Select the options that best describe the establishment)

Alternative nicotine/vapor store  Bar  Convenience store/gas station  Drug store   
Grocery store  Hotel/motel  Liquor store  Restaurant  Tobacco store   
Other (provide description)  \_\_\_\_\_

Do you have other permits issued under Iowa Code chapter 453A? If yes, provide permit number(s):  
NA

Include with this application a list of your suppliers and customers on a separate sheet.

Identify partners or corporate officers if the business is not a sole proprietorship.

Name: \*\* See Attached Schedule #1 \*\* Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor, page 2

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_


City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

If this application is approved and a permit is 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. I declare under penalties of perjury or false certificate, that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

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

Printed name: Garrett S Piklapp

Printed name: \_\_\_\_\_

Signature:   
Garrett S Piklapp (Apr 7, 2024 12:29 CDT)

Signature: \_\_\_\_\_

Date: 04/07/2024

Date: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Send this completed application and the applicable fee to your local jurisdiction. If your local jurisdiction permits electronic transmission of this application, your email or fax signature will constitute a valid signature. It is up to your local jurisdiction to approve this application and issue the permit. You must have an approved permit issued to you by the local jurisdiction before acting as a retailer in that jurisdiction. You must separately apply in each local jurisdiction in which you plan to act as a retailer. If you have any questions about the status of your application, contact your city clerk (within city limits) or your county auditor (outside city limits). NOTE: A completed application is NOT a valid permit even if submitted to your local jurisdiction with the applicable fee.

**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 the Iowa Department of Revenue 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. If a permit is being exchanged due to change of location within the same jurisdiction, permittee should complete an application with new location information and application should be sent to the Department as described above. Permittees who exchange a valid permit are not required to pay an additional fee when an exchange application is submitted. 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](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375



Corporate Headquarters  
715 8<sup>th</sup> Street, P.O. Box 70  
Boone, IA 50036-0070  
Phone: 515-432-2623  
Fax: 515-432-3304

Name & SS #	Title	Home Address	DOB	% of Share
Garrett Stewart Pklapp 485-98-4541	President	105 Iron Drive Huxley, IA 50124	6/4/1981	0.00%
Jeff Donald Dighton 479-96-1542	Treasurer	1204 Nightingale Place Boone, IA 50036	10/20/1971	0.00%
The Fareway Control Trust Scott H. Beckwith, Trustee 35-7000858		715 8th Street Boone, IA 50036		57.03%
Fred E. Vitt Control Trust Frederick J. Vitt, Trustee 35-7033622		Box 246 Boone, IA 50036		11.09%
Various individuals & Trusts, each holding less than 5% of the stock				31.88%



Wholesale Office  
2300 Industrial Park Road, P.O. Box 70  
Boone, IA 50036-0070  
Phone: 515-432-2623  
Fax: 515-433-4416

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List of Suppliers:

#1

Midwest Quality Wholesale Inc.  
2300 Industrial Park Rd  
PO Box 70  
Boone, IA 50036

Iowa Cigarette Permit or Tobacco License #860401584

**Additional instructions are on the final page.**

For period (MM/DD/YYYY) 07 / 01 / 2024 through 06/30/2025

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.

**Business Information:**

Legal name/Doing business as (DBA): CASEY'S # 2306  
Iowa sales and use tax account number: 0-00-007787  
Retail address: 1136 LINCOLN HWY City: NEVADA State: IA ZIP: 50201  
Mailing address: ONE SE CONVENIENCE BLVD. City: ANKENY State: IA ZIP: 50021  
Phone: 5153825834

**Legal Ownership Information:**

Type of ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP: CASEY'S MARKETING COMPANY  
Primary office address: ONE SE CONVENIENCE BLVD. City: ANKENY State: IA ZIP: 50021  
Phone: 515-446-6404 Fax: 515-446-6303 Email: LICENSINGTEAM@CASEYS.COM

**Retail Information:**

Types of Sales: Over-the-counter  Vending machine  Vending machine that assembles cigarettes  Delivery sales of alternative nicotine/vapor products (see instructions)   
Mobile sales (see instructions)  VIN: \_\_\_\_\_ License plate number: \_\_\_\_\_  
Types of Products Sold: (Check all that apply)  
Cigarettes  Tobacco  Alternative nicotine products  Vapor products

**Type of Establishment: (Select the options that best describe the establishment)**

Alternative nicotine/vapor store  Bar  Convenience store/gas station  Drug store   
Grocery store  Hotel/motel  Liquor store  Restaurant  Tobacco store   
Other (provide description)  \_\_\_\_\_

Do you have other permits issued under Iowa Code chapter 453A? If yes, provide permit number(s):  
YES, CASEY'S HAS 557 LOCATIONS IN IOWA HOLDING A TOBACCO LICENSE.

Include with this application a list of your suppliers and customers on a separate sheet.

**Identify partners or corporate officers if the business is not a sole proprietorship.**

Name: SEE ATTACHED Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor, page 2

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

If this application is approved and a permit is 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. I declare under penalties of perjury or false certificate, that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

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

Printed name: DOUGLAS BEECH, ASSISTANT SECRETARY

Printed name: \_\_\_\_\_

Signature: *Douglas Beech*

Signature: \_\_\_\_\_

Date: 04/01/2024

Date: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Send this completed application and the applicable fee to your local jurisdiction. If your local jurisdiction permits electronic transmission of this application, your email or fax signature will constitute a valid signature. It is up to your local jurisdiction to approve this application and issue the permit. You must have an approved permit issued to you by the local jurisdiction before acting as a retailer in that jurisdiction. You must separately apply in each local jurisdiction in which you plan to act as a retailer. If you have any questions about the status of your application, contact your city clerk (within city limits) or your county auditor (outside city limits). NOTE: A completed application is NOT a valid permit even if submitted to your local jurisdiction with the applicable fee.

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 the Iowa Department of Revenue 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. If a permit is being exchanged due to change of location within the same jurisdiction, permittee should complete an application with new location information and application should be sent to the Department as described above. Permittees who exchange a valid permit are not required to pay an additional fee when an exchange application is submitted. 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](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375



CASEY'S MARKETING COMPANY

Federal Tax I.D. 42-1435913

Date of Incorporation: March 15, 1995

Effective 10/8/2021

OFFICERS

Samuel J. James, President & Chairman  
One SE Convenience Blvd.  
Ankeny, IA 50021

Brian J. Johnson, Vice President  
One SE Convenience Blvd.  
Ankeny, IA 50021

Scott A. Faber, Secretary  
One SE Convenience Blvd.  
Ankeny, IA 50021

Eric Larsen, Treasurer  
One SE Convenience Blvd.  
Ankeny, IA 50021

Douglas M. Beech, Assistant Secretary  
One SE Convenience Blvd.  
Ankeny, IA 50021

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Scott Faber  
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Ankeny, IA 50021

This information is intended for the use of the individual or entity to which it is addressed and may contain information that is confidential and privileged and exempt from disclosure under applicable law. You are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited.



April 1, 2024

Re: Iowa Retail Permit for Cig/Tob/Nic/Vape - Renewal Application

Dear City/County Clerk,

Please see the attached renewal application and required fee for each of our Casey's stores in your area. Please send the renewed permit directly to me at the following address:

Casey's General Stores  
Attn: Licensing Dept.  
1 SE Convenience Blvd  
Ankeny, IA 50021

*Please note: Our PO Box has closed*

If there are questions regarding this renewal, please e-mail me at [licensingteam@caseys.com](mailto:licensingteam@caseys.com). I appreciate your assistance!

**Additional instructions are on the final page.**

For period (MM/DD/YYYY) 07 / 01 / 2024 through 06/30/2025

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.

**Business Information:**

Legal name/Doing business as (DBA): CASEY'S # 3319

Iowa sales and use tax account number: 0-00-007787

Retail address: 1800 SOUTH B AVE City: NEVADA State: IA ZIP: 50201

Mailing address: ONE SE CONVENIENCE BLVD. City: ANKENY State: IA ZIP: 50021

Phone: 5153821273

**Legal Ownership Information:**

Type of ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP: CASEY'S MARKETING COMPANY

Primary office address: ONE SE CONVENIENCE BLVD. City: ANKENY State: IA ZIP: 50021

Phone: 515-446-6404 Fax: 515-446-6303 Email: LICENSINGTEAM@CASEYS.COM

**Retail Information:**

Types of Sales: Over-the-counter  Vending machine  Vending machine that assembles cigarettes  Delivery sales of alternative nicotine/vapor products (see instructions)   
Mobile sales (see instructions)  VIN: \_\_\_\_\_ License plate number: \_\_\_\_\_

Types of Products Sold: (Check all that apply)  
Cigarettes  Tobacco  Alternative nicotine products  Vapor products

**Type of Establishment: (Select the options that best describe the establishment)**

Alternative nicotine/vapor store  Bar  Convenience store/gas station  Drug store   
Grocery store  Hotel/motel  Liquor store  Restaurant  Tobacco store   
Other (provide description)  \_\_\_\_\_

Do you have other permits issued under Iowa Code chapter 453A? If yes, provide permit number(s):  
YES. CASEY'S HAS 557 LOCATIONS IN IOWA HOLDING A TOBACCO LICENSE.

Include with this application a list of your suppliers and customers on a separate sheet.

**Identify partners or corporate officers if the business is not a sole proprietorship.**

Name: SEE ATTACHED Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor, page 2

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

If this application is approved and a permit is 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. I declare under penalties of perjury or false certificate, that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

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

Printed name: DOUGLAS BEECH, ASSISTANT SECRETARY

Signature: *Douglas M. Beech*

Date: 04/01/2024

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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- Fill in the name of the city or county issuing the permit: \_\_\_\_\_
- New  Renewal

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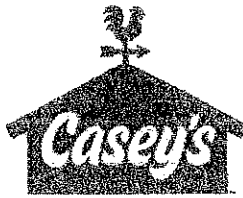
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April 1, 2024

Re: Iowa Retail Permit for Cig/Tob/Nic/Vape - Renewal Application

Dear City/County Clerk,

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Casey's General Stores  
Attn: Licensing Dept.  
1 SE Convenience Blvd  
Ankeny, IA 50021

*Please note: Our PO Box has closed*

If there are questions regarding this renewal, please e-mail me at [licensingteam@caseys.com](mailto:licensingteam@caseys.com). I appreciate your assistance!

Additional instructions are on the final page.

For period (MM/DD/YYYY) 7/1/24 through 06/30/25

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.

**Business Information:**

Legal name/Doing business as (DBA): GOOD + QUICK CO.  
Iowa sales and use tax account number: [-85-015817]  
Retail address: 519 Lincoln Hwy City: Nevada State: IA ZIP: 50201  
Mailing address: 519 Lincoln Hwy City: Nevada State: IA ZIP: 50201  
Phone: 515-382-8462

**Legal Ownership Information:**

Type of ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP: \_\_\_\_\_  
Primary office address: 519 Lincoln Hwy City: Nevada State: IA ZIP: 50201  
Phone: 515-382-8462 Fax: NONE Email: aha@958@hotmail.com

**Retail Information:**

Types of Sales: Over-the-counter  Vending machine  Vending machine that assembles cigarettes  Delivery sales of alternative nicotine/vapor products (see instructions)   
Mobile sales (see instructions)  VIN: \_\_\_\_\_ License plate number: \_\_\_\_\_  
Types of Products Sold: (Check all that apply)  
Cigarettes  Tobacco  Alternative nicotine products  Vapor products

**Type of Establishment: (Select the options that best describe the establishment)**

Alternative nicotine/vapor store  Bar  Convenience store/gas station  Drug store   
Grocery store  Hotel/motel  Liquor store  Restaurant  Tobacco store   
Other (provide description)  \_\_\_\_\_

Do you have other permits issued under Iowa Code chapter 453A? If yes, provide permit number(s): \_\_\_\_\_

Include with this application a list of your suppliers and customers on a separate sheet.

Identify partners or corporate officers if the business is not a sole proprietorship.

Name: Charles Good Title: President  
Address: 759 18TH ST  
City: Nevada State: IA ZIP: 50201  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor, page 2

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

If this application is approved and a permit is 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. I declare under penalties of perjury or false certificate, that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

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

Printed name: Charles Good

Printed name: \_\_\_\_\_

Signature: [Handwritten Signature]

Signature: \_\_\_\_\_

Date: 5-2-2024

Date: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Send this completed application and the applicable fee to your local jurisdiction. If your local jurisdiction permits electronic transmission of this application, your email or fax signature will constitute a valid signature. It is up to your local jurisdiction to approve this application and issue the permit. You must have an approved permit issued to you by the local jurisdiction before acting as a retailer in that jurisdiction. You must separately apply in each local jurisdiction in which you plan to act as a retailer. If you have any questions about the status of your application, contact your city clerk (within city limits) or your county auditor (outside city limits). NOTE: A completed application is NOT a valid permit even if submitted to your local jurisdiction with the applicable fee.

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 the Iowa Department of Revenue 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. If a permit is being exchanged due to change of location within the same jurisdiction, permittee should complete an application with new location information and application should be sent to the Department as described above. Permittees who exchange a valid permit are not required to pay an additional fee when an exchange application is submitted. 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](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375



**Additional instructions are on the final page.**

For period (MM/DD/YYYY) 7 / 1 / 2024 through 06/30/2025

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.

**Business Information:**

Legal name/Doing business as (OBA): Dollar General #1536

Iowa sales and use tax account number: 00-007388

Retail address: 1705 S B AVE City: NEVADA State: IA ZIP:

Mailing address: 100 Mission Ridge City: Goodlettsville State: TN ZIP: 37072

Phone: 615-855-4000

**Legal Ownership Information:**

Type of ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP: Dolgencorp LLC

Primary office address: 100 Mission Ridge City: Goodlettsville State: TN ZIP: 37072

Phone: 6158554000 Fax:

Email: tax-beerandwinelicense@dollargeneral.com

**Retail Information:**

Types of Sales: Over-the-counter  Vending machine  Vending machine that assembles cigarettes  Delivery sales of alternative nicotine/vapor products (see instructions)

Mobile sales (see instructions)  VIN: License plate number:

Types of Products Sold: (Check all that apply)

Cigarettes  Tobacco  Alternative nicotine products  Vapor products

**Type of Establishment: (Select the options that best describe the establishment)**

Alternative nicotine/vapor store  Bar  Convenience store/gas station  Drug store   
Grocery store  Hotel/motel  Liquor store  Restaurant  Tobacco store

Other (provide description)

Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s):

See Attached

Do you intend to make retail sales to ultimate consumers? Yes  No

Include with this application a list of your suppliers of cigarettes, tobacco, alternative nicotine and vapor products on a separate sheet.

**Identify partners or corporate officers (up to three) if the business is not a sole proprietorship.**

Name: See attached Title:

Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine Vapor, page 2

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

If this application is approved and a permit is 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 Authorized Party**

I, the undersigned, declare under penalties of perjury or false certificate, that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete. I declare that I am authorized to act on behalf of the taxpayer, and will only act within my authority.

Printed Name/Title: Lily Grace Paine \_\_\_\_\_

Authorized Signature: *Lily Grace Paine* \_\_\_\_\_

Date: 5/24/2024 \_\_\_\_\_ Email: tax-beerandwinelicense@dollargeneral.com\_

Send this completed application and the applicable fee to your local jurisdiction. If your local jurisdiction permits electronic transmission of this application, your email or fax signature will constitute a valid signature. It is up to your local jurisdiction to approve this application and issue the permit. You must have an approved permit issued to you by the local jurisdiction before acting as a retailer in that jurisdiction. You must separately apply in each local jurisdiction in which you plan to act as a retailer. If you have any questions about the status of your application, contact your city clerk (within city limits) or your county auditor (outside city limits). NOTE: A completed application is NOT a valid permit even if submitted to your local jurisdiction with the applicable fee.

**FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE**

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- 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 the Iowa Department of Revenue 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. If a permit is being exchanged due to change of location within the same jurisdiction, permittee should complete an application with new location information and application should be sent to the Department as described above. Permittees who exchange a valid permit are not required to pay an additional fee when an exchange application is submitted. 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

**ACTION BY WRITTEN CONSENT  
OF THE SOLE MEMBER OF  
DOLGENCORP, LLC  
JANUARY 12, 2024**

Pursuant to the Kentucky Limited Liability Company Act, the undersigned, being the sole member of Dolgencorp, LLC (the "Company"), does hereby consent to and take the following action as evidenced by the signature below.

**WHEREAS**, effective immediately, Steven G. Sunderland resigns as Chief Executive Officer and Manager of the Company;

**WHEREAS**, effective immediately, Hiren Mehta was removed as Assistant Treasurer of the Company;

**WHEREAS**, effective immediately, the sole member desires to elect Zachary J. Brining as Chief Executive Officer and Manager of the Company and Kyle Hodes as Assistant Treasurer of the Company through the 2023 fiscal year or until their earlier resignation or removal; and

**WHEREAS**, the sole member desires to elect the Company's managers and officers for the 2024 fiscal year.

**NOW, THEREFORE, BE IT RESOLVED** that Zachary J. Brining be elected to serve as Manager of the Company, to serve through the 2023 and 2024 fiscal years with the following named persons until their earlier resignation or removal:

Zachary J. Brining

Emily C. Taylor

**BE IT FURTHER RESOLVED**, that Zachary J. Brining be elected to serve as Chief Executive Officer of the Company and Kyle Hodes be elected to serve as Assistant Treasurer of the Company, to serve through the 2023 fiscal year.

**BE IT FURTHER RESOLVED**, that each of the following named persons hereby are elected or re-elected, as applicable, to the offices listed below to serve for the 2024 fiscal year or until their successors shall be elected and qualify or until their earlier resignation or removal:

Zachary J. Brining

Chief Executive Officer

Kelly M. Dilts

Chief Financial Officer and Secretary

Roderick J. West

Senior Vice President, Distribution

Barbara L. Springer

Vice President and Treasurer

Kyle Hodes

Assistant Treasurer

The undersigned, being the sole member, hereby consents to and adopts the foregoing resolutions as of the day and year first above written.

DOLLAR GENERAL CORPORATION

Sole Member



Kelly M. Dilts

Executive Vice President & Chief Financial Officer

Manufacturer	Manufacturer Address	Manufacturer Phone Number
American Snuff	401 NORTH MAIN STREET, WINSTON-SALEM, NC 27101	800-238-2409
Cheyenne Intl	701 SOUTH BATTLEGROUND AVENUE, GROVER, NC 28073	630-269-0142
ITG Brands	714 Green Valley Road, Greensboro, NC 27408	800-223-6816
John Middleton Cigar Co.	6601 WEST BROAD STREET, RICHMOND, VA 23230	888-932-8976
Liggett Vector Brands	3800 Paramount Parkway Ste. 250, Morrisville, NC 27560	877-415-4100
National Tobacco	5201 INTERCHANGE WAY, LOUISVILLE, KY 40229	800-331-5962
Phillip Morris USA	6601 WEST BROAD STREET, RICHMOND, VA 23230	888-932-8976
Republic Tobacco	2301 Ravine way, Glenview, Illinois 60025	800-288-8888
Reynolds American Inc.	401 NORTH MAIN STREET, WINSTON-SALEM, NC 27101	800-238-2409
Santa Fe	1 Plaza La Prensa, Santa Fe, NM 87507	651-212-0711
Swisher	459 EAST 16TH STREET, JACKSONVILLE, FL 32206	800-874-9720
US Smokeless Tobacco Co.	6601 WEST BROAD STREET, RICHMOND, VA 23230	888-932-8976

Distributor	Distributor Address
Super Food Services Inc.	4772 S. 72 <sup>nd</sup> St, Omaha, NE 68127

**Additional instructions are on the final page.**

For period (MM/DD/YYYY) 07 / 01 / 2024 through 06/30/2025

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.

**Business Information:**

Legal name/Doing business as (DBA): Hy-Vee Dollar Fresh Market

Iowa sales and use tax account number: 185023504

Retail address: 1622 Fawcett Pkwy City: Nevada State: IA ZIP: 50201

Mailing address: 5820 Westown Parkway City: West Des Moines State: IA ZIP: 50266

Phone: 515-215-6083

**Legal Ownership Information:**

Type of ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP: Hy-Vee, Inc.

Primary office address: 5820 Westown Parkway City: West Des Moines State: IA ZIP: 50266

Phone: 515-267-2800 ext 4216 Fax: \_\_\_\_\_ Email: knynen@hy-vee.com

**Retail Information:**

Types of Sales: Over-the-counter  Vending machine  Vending machine that assembles cigarettes  Delivery sales of alternative nicotine/vapor products (see instructions)   
Mobile sales (see instructions)  VIN: \_\_\_\_\_ License plate number: \_\_\_\_\_

Types of Products Sold: (Check all that apply)  
Cigarettes  Tobacco  Alternative nicotine products  Vapor products

**Type of Establishment: (Select the options that best describe the establishment)**

Alternative nicotine/vapor store  Bar  Convenience store/gas station  Drug store   
Grocery store  Hotel/motel  Liquor store  Restaurant  Tobacco store   
Other (provide description)  \_\_\_\_\_

Do you have other permits issued under Iowa Code chapter 453A? If yes, provide permit number(s):  
See Attached

Include with this application a list of your suppliers and customers on a separate sheet.

**Identify partners or corporate officers if the business is not a sole proprietorship.**

Name: See Attached Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor, page 2

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

If this application is approved and a permit is 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. I declare under penalties of perjury or false certificate, that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

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

Printed name: Andrew Schroder SVP Accounting, Controller

Printed name: \_\_\_\_\_

Signature: Andrew Schroeder

Signature: \_\_\_\_\_

Date: 4/11/2024

Date: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Send this completed application and the applicable fee to your local jurisdiction. If your local jurisdiction permits electronic transmission of this application, your email or fax signature will constitute a valid signature. It is up to your local jurisdiction to approve this application and issue the permit. You must have an approved permit issued to you by the local jurisdiction before acting as a retailer in that jurisdiction. You must separately apply in each local jurisdiction in which you plan to act as a retailer. If you have any questions about the status of your application, contact your city clerk (within city limits) or your county auditor (outside city limits). NOTE: A completed application is NOT a valid permit even if submitted to your local jurisdiction with the applicable fee.

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- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

HY-VEE, INC.  
OFFICERS & DIRECTORS 2024

	NAME	MIDDLE NAME	ADDRESS		BIRTHPLACE	DOB
Executive Chairman of the Board, Executive Director	Randall B. Edeker	Burdette	2815 100th St, Box 285	Urbandale IA	50322 Worthington MN	12/13/62
Vice Chairman, Chief Executive Officer	Jeremy G. Gosch	Gail	14140 Maple Drive	Urbandale IA	50323 Ida Grove IA	11/01/74
President, Hy-vee, Inc.	Donna M. Twetten	Marle	14881 Woodcrest Drive	Clive IA	50325 Chicago IL	01/31/63
President, Hy-vee, Inc.	Aaron Wiese		4840 159th Street	Urbandale IA	50323 Storm Lake IA	12/30/76
Chief Operating Officer	Kevin T. Sherlock	Timothy	4839 159th Street	Urbandale IA	50323 Iowa City IA	08/25/68
Chief Operating Officer	Brett D. Bremser		1305 Jackson Street #501	Omaha NE	68102	05/18/65
Executive Vice President, Chief Supply Chain Officer; President, Red Media	Jason Farver		7604 NW 104th CT	Johnston IA	50131	9/11/76
Executive Vice President, Chief Technology Officer	Jody L. Gosch		1784 Homestead Drive	Liberty MO	64068	10/28/77
Executive Vice President, Merchandising	Andrew W. Holmes	William	16437 Perry Street	Overland Park KS	66085 Des Moines IA	06/17/72
Executive Vice President, Secretary, Chief Administrative Officer	Michael P. Jurgens	Paul	7030 Rocklyn Circle	Urbandale IA	50322 Muscatine IA	01/11/74
Executive Vice President, Hy-Vee, Inc.; President, Fresh Brands & Food Service	Michael P. Kueny		3321 SW 58th Street	West Des Moines IA	50268	07/30/65
Executive Vice President, Chief Growth Officer	Jeffrey A. Markey	Aian	15209 Plum Drive	Urbandale IA	50323 Boone IA	01/28/70
Executive Vice President, Operations, North Central	Jeffery J. Mueller		3417 SW 58th Street	West Des Moines IA	50265	11/17/71
Executive Vice President, Operations, East	Ryan L. Roberts	Lee	3972 Westgate Pkwy	Clive IA	50325 Omaha NE	04/27/75
Executive Vice President, Chief Financial Officer, Treasurer	Andrew M. Schreiner	Michael	3728 Autumn Sage Circle	Norwalk IA	50211 Ottumwa IA	12/13/77
Executive Vice President, Chief Marketing Officer	Anna M. Stoermer		4900 159th Street	Urbandale IA	50323	01/20/89
Executive Vice President, Supply Chain & Transportation	Steven Venegas		3895 Westwind Court	Waukee IA	50263	07/08/75
Executive Vice President, Operations, Southwest	Todd G. Wagner	Gerard	8430 Cardinal Street	Lenexa KS	66219 Maryville MO	11/03/69
Executive Vice President, Chief Health Strategy/Policy Officer; President, Amber Sp	Kristin K. Williams	Kelly	6227 Enclave Circle	Johnston IA	50131 Council Bluffs IA	08/29/77
Senior Vice President, Operations, Hy-Vee Fast & Fresh	Joel R. Allen	Robert	9808 Dunmore Circle	Johnston IA	50131 Easterville IA	03/19/77
Senior Vice President, General Counsel, Assistant Secretary	Nathan S. Allen	Stephen	809 Summit Place	Indianola IA	50125 Centerville IA	07/09/80
Senior Vice President, Hy-Vee, Inc.; President, Lomar	Joshua T. Asche	Tade	14618 Brookview Drive	Urbandale IA	50323 Pipestone MN	05/28/77
Senior Vice President, Distribution, Chariton	Matthew L. Beasblossom	Layne	104 S. 18th Court	Indianola IA	50125 Washington IA	06/10/67
Senior Vice President, Digital Engineering, Chief Architect	Nathan Beyer		8818 NW Monticello Ct	Parkville, MO	64152	08/28/77
Senior Vice President, Special Events	Denise E. Broderick	Elizabeth	1704 NW Prairie Creek Drive	Grimes IA	50111 Ames IA	06/27/71
Senior Vice President, Wine & Spirits; President, Wall to Wall Wine & Spirits	Thomas S. Crocker	Samuel	14715 Berkshire Pkwy	Clive IA	50325 Los Angeles CA	10/26/80
Senior Vice President, Chief Human Resources Officer	Jessica L. Enos	Lynn	304 Shiloh Rose Pkwy NW	Bondurant IA	50035 Cherokee IA	02/12/85
Senior Vice President, Chief Medical Officer	Daniel S. Flok		510 Auburn Hills Drive	Coralville IA	52241	4/11/63
Senior Vice President, Minneapolis	Mary L. Fuhrman	Lynn	4662 20th Street W	Lakeville MN	55044 Adrian MN	12/10/72
Senior Vice President, Dollar Fresh/Small Stores	Lucas A. Glasgow		10999 NE 85th Court	Bondurant IA	50035	05/30/82
Senior Vice President, Chief Data Officer	Travis M. Hoover	Michael	1022 S. 10th Street	Adel IA	50003 Burlington IA	01/12/83
Senior Vice President, Government Relations & Corporate Compliance	Stacey L. Johnson		339 42nd Street	Des Moines IA	50312	03/08/73
Senior Vice President, Business Transformation	Lindsay R. Knoop	Raye	14811 Holcomb Avenue	Urbandale IA	50323 Fremont NE	03/27/84
Senior Vice President, Brand Image, Creative Director	2116 SW Westwood Bl.		2116 SW Westwood Bl.	Ankeny IA	50023	12/20/89
Senior Vice President, Strategy & Planning	Chelsea A. Kumbere		15001 W. 148th Terrace	Olathe KS	66062	12/31/76
Senior Vice President, Hy-Vee, Inc., President, PDI & Commissaries	Jennifer Lambert	William	822 NE Westgate	Waukee IA	50263 Mason City IA	05/28/61
Senior Vice President, Digital Marketing	Daniel W. Lugar	Alexander	16923 Northview Drive	Urbandale IA	50323 Norfolk NE	04/15/71
Senior Vice President, Pharmacy	Matthew A. Nannen		1209 NE 45th	Ankeny IA	50021 Jefferson IA	05/18/77
Senior Vice President, Communications	Angela K. Nelson	Kaye	15324 Altrina Avenue	Urbandale IA	50323 St. Louis MO	02/04/77
Senior Vice President, Store Development	Tina L. Polpelar	Loisue	14415 Dellwood Drive	Urbandale IA	50323 Sumter SC	12/08/78
Senior Vice President, Hy-Vee, Inc., President, Vivid Clear Rx	Andrew M. Reich	Michael	18214 Walnut Meadows Ct	Urbandale IA	50323 Burlington IA	05/17/79
Senior Vice President, Accounting, Controller	Jessica L. Ringena	Lynn	5764 Chatham Circle	Johnston IA	50131 Rock Island, IL	05/09/87
Senior Vice President, Enterprise Security & Travel	Andrew W. Schroeder	William	12607 Ridgeman Drive	Urbandale IA	50323	05/29/72
Senior Vice President, Private Brands	Jamison S. Sipes		10184 Crowland Place	West Des Moines IA	50266	10/22/85
Senior Vice President, Strategy & Innovation	Elissa K. Bloss	Ray	1300 Glen Oaks Drive	West Des Moines IA	50266 Des Moines IA	07/16/75
Senior Vice President, Distribution, Cherokee	Nathan R. Stewart	Ann	4781 High Country Road	Cherokee IA	51012 Cherokee IA	02/10/70
Senior Vice President, Central Iowa	Lisa A. Stovetter		31749 Silverado Lane	Waukee IA	50263	05/12/78
Senior Vice President, Procurement	Nathan J. Swalley		8005 NW 104th Court	Johnston IA	50131 Spirit Lake IA	09/28/78
Senior Vice President, Marketing	Isaac Wiese		14752 Stonescrop Drive	Urbandale IA	50323 Des Moines IA	03/11/87
Senior Vice President, Chief Information Officer	Amy L. Wilfry	Lynn	5903 W. 131st Street	Overland Park KS	66209	12/06/71
Regional Vice President	Brian Young		15243 W. 172nd Place	Olathe KS	66062	09/18/74
Regional Vice President, Healthmarkets and Clinics	Robert L. Budd III	Allen	1452 Hunters Green Way	Marion IA	52302 Centerville IA	09/05/69
	Jeffrey A. Carter					

Regional Vice President	Jamie D. Franck	391 N. Booth Street	Dubuque IA	52001	09/09/72
Regional Vice President, Nashville	Eric A. Gharat	2105 Bucolic Ct	Nolensville TN	37135	11/20/76
Regional Vice President, Sioux Falls	Jan M. Nichols	3209 Pebble Drive	Cedar Rapids IA	52404	03/12/82
Regional Vice President, Quad Cities/Illinois	Kory M. Robinson	11325 N. Joseph Street	Dunlap IL	61525	12/31/86
Regional Vice President, Cedar Rapids/Northeast Iowa	Andrew M. Strell	3115 Newcastle Rd	Marion IA	52302	12/28/70
Regional Vice President, Sioux City	Christopher R. Strub	6368 Clara Lane	Crestwood KY	40014	12/11/81
Regional Vice President, Iowa City/Southeast Iowa	Kyle M. Thomsbrough	532 Deer View Ave	Tiffin IA	52340	04/12/79
Regional Vice President, Omaha	Ginny L. Ward	16905 Emiline Street	Omaha NE	68136	08/31/78
Regional Vice President, Lincoln/Nebraska	Francis E. Woodward Jr	5808 N. 294th Circle	Valley NE	68084	11/12/89
Vice President, Finance	Kyle B. Auffer	1113 Ridgeway Drive	Huxley IA	50124	11/28/90
Vice President, Chief Security and Infrastructure Officer	Jeremiah Bristow	7016 Harbour Drive	Johnston IA	50131	04/15/75
Vice President, Delicatessen	Abby M. Byers	5914 Beechtree Drive	West Des Moines IA	50266	05/19/86
Vice President, Social/Digital Content	Sara L. Canady	2830 SE Timberline Drive	Waukee IA	50263 Cedar Rapids IA	07/11/84
Vice President, Accounting, Assistant Controller	Scott W. Copeland	5108 NE Bellagio Court	Ankeny IA	50021	5/15/89
Vice President, Private Brands	Shawn L. Crouse	2915 157th Street	Urbandale IA	50323	04/28/66
Vice President, DSD	Erin M. Demichelle	1655 Thornwood Road	West Des Moines IA	50265 Chariton IA	11/01/73
Vice President, Data & Media Partnerships	Clinton E. Ellis	3615 148th Street	Urbandale IA	50323	10/15/89
Vice President, Compliance and Food Protection	Christopher P. Gindorf	6500 EP True Pkway #7213	West Des Moines IA	50266	3/24/84
Vice President, Produce & Floral	John A. Griesenbrock	395 NW Stratford Drive	Waukee IA	50263 Brookings SD	08/27/78
Vice President, Aisles Online	Danny A. Gubbins	7900 NW 158th Ave	Polk City IA	50226 Watertown SD	08/03/77
Vice President, Store Development, Real Estate	Phillip E. Hoey	24479 Elkhon Pl	Swan IA	50252	10/28/81
Vice President, Benefits	Kristine M. Jones	10578 NW 71st Lane	Johnston IA	50131 Decorah IA	05/22/80
Vice President, Hy-Vee, Inc., Chairman, President, CEO, Midwest Heritage Bank	Tony S. Kaska	6255 Beechtree Dr., Unit 23	West Des Moines IA	50266 Mt. Pleasant IA	08/14/66
Vice President, Transportation	Brent T. McKenzie	105 1st Street NW	Bondurant IA	50035	10/30/75
Vice President, General Merchandise	Douglas J. Mezger	2821 190th Avenue	Carlisle IA	50047	08/18/79
Vice President, Sports Marketing	Matthew J. Nickell	3515 150th Street	Urbandale IA	50323	07/11/83
Vice President, Store Design	Aimee C. O'Leary	688 46th Street	Des Moines IA	50312	05/02/87
Vice President, Fresh Commissary	Craig A. Paschka	1317 NW 90th Street	West Des Moines IA	50266	04/17/83
Vice President, Food Service	Bryan D. Polc	105 Alderleaf Dr.	Waukee IA	50263	11/08/78
Vice President, Meat & Seafood	Jason F. Pride	1806 NW Prairie Creek Dr.	Grimes IA	50111 Maryville MO	11/04/71
Vice President, Analytics & Product Strategy	Peter Smart	12122 Malrose Street	Overland Park KS	66213	11/22/77
Vice President, Hy-Vee, Inc.; President A+ Communications	Daniel J. Strait	3120 SE 20th ST	Ankeny IA	50021	03/15/78
Vice President, Hy-Vee, Inc.; President D & D Foods	Mitchell M. Strait	15151 Mill Ridge Lane	Council Bluffs IA	51503 Cedar Rapids IA	08/03/80
Vice President, Fashion, Beauty, Innovation	Shelby K. Stritzke	3932 163rd Street	Urbandale IA	50323 Des Moines IA	05/15/76
Vice President, Marketing Projects, Digital Media	Melissa A. Vogel	3918 125th Street	Urbandale IA	50323 Iowa City IA	09/01/79
Vice President, Bakery	Brandon C. Williams	2314 Autumn Blaze Dr.	Norwalk IA	50213 Omaha NE	09/22/76
Vice President, Wine & Spirits, COO, Wall to Wall Wine & Spirits	Jason W. Wilson	10683 NW 71st Lane	Johnston IA	50131 Council Bluffs IA	09/15/71
Vice President, Red Media Sales	Kayla M. Winstead	2822 NE Brantwood Circle	Grimes IA	50111	11/22/89
Group Vice President, Enterprise Security	Jana C. Abens	7619 NE 108th Place	Bondurant IA	50035	09/06/74
Group Vice President, Merchandising & Marketing, Hy-Vee Fast & Fresh	Christopher M. Carrow	240 Abigail Lane	Waukee IA	50263	11/25/77
Group Vice President, Training and Engagement	Laura B. Edwards	300 Aaron Avenue NW	Bondurant IA	50035 Webster City IA	02/27/84
Group Vice President, Point of Sale	James L. Harrison	6907 Sweetwater Drive	Des Moines IA	50320 Las Cruces NM	06/14/78
Group Vice President, Operations, ShortCuts	Kimberly A. Jay	34999 L Avenue	Adel IA	50003	08/23/70
Group Vice President, Loss Prevention & Asset Protection	David J. Kozak	745 Patterson Drive	Carlisle IA	50047 Centerville IA	01/04/71
Group Vice President, Red Media Marketing, UI/UX	Ryan C. Neville	108 W. Pine Avenue	Norwalk IA	50211	03/14/77
Group Vice President, Data Platform	Christopher L. Peters	4810 NE 137th Street	Smithville, MO	64089	11/11/70
Group Vice President, Hy-Vee Construction	Dominic R. Punelli	15902 Wilden Drive	Urbandale IA	50323	08/28/77
Group Vice President, Data Insights & Operations	Mudra Rahmanovic	77 Myles Court	Waukee IA	50283	04/28/82
Group Vice President, Digital Pharmacy, Hy-Vee, Inc., President, RedBox Rx	Marshall L. Sanders	3109 152nd Street	Urbandale IA	50323 La Crosse WI	02/28/80
Group Vice President, Equipment Purchasing	Jon S. Scanlan	6240 N. Winwood Drive	Johnston IA	50131	12/10/64
Group Vice President, Procurement	Brett A. Spiker	1016 Mallery Drive	Chariton IA	50046	11/21/86
Group Vice President, Retail Development	Michael N. Spiker	2403 NW Rockcrest Ct	Ankeny IA	50023	04/19/82
Group Vice President, Support Services Division	Timothy Starmer	2311 Delaware	Norwalk IA	50211	07/03/72
Group Vice President, Operations, Hy-Vee Fast & Fresh	Angela K. Waltz	4082 NW 181st Street	Clive IA	50325 Oskaloosa IA	3/30/85
Group Vice President, Retail Security	Karsten J. Winger	10776 Falling Water Ln #G	Woodbury MN	55128	06/04/66



Group Vice President, Supply Chain & Network Infrastructure	Max H. Winstead		2922 NE Brentwood Circle	Grimes IA	50111	11/10/88
Asst. Vice President, Dollar Fresh Operations	Keith E. Allen	Edward	4019 139th Street	Urbandale IA	50223	Baltimore MD 02/14/80
Asst. Vice President, Executive Assistant to the Chairman & CEO	Elizabeth A. Arickx		195 Dunham Drive	Waukee IA	50283	04/01/90
Asst. Vice President, Perishable Warehouse, Chariton	Ryan C. Beary		PO Box 112	Albia, IA	52531	09/27/83
Asst. Vice President, Human Resources	Karen L. Bortelkey	Leigh	3011 N. Cattail Creek	Cumming IA	50061	Marshalltown IA 01/21/88
Asst. Vice President, Loss Prevention	Phillip J. Burrell		2018 SE Adams Street	West Des Moines IA	50081	01/13/89
Asst. Vice President, Communications	Dawn E. Buzynski		1005 63rd Street	West Des Moines IA	50266	09/20/88
Asst. Vice President, Christian Services	Megan N. Callahan		8824 SW Lakeside Trace	Lee's Summit MO	64064	04/07/88
Asst. Vice President, Fresh Brands Marketing	Katelyn M. Catheron		2501 NE 10th Street	Grimes IA	50111	06/28/87
Asst. Vice President, Bakery	Raymond A. Doughan	Ambrose	6200 EP True Parkway #808	West Des Moines IA	50266	Britt IA 05/18/84
Asst. Vice President, Loss Prevention	Scott L. Foughty		1353 E. Pine Ridge Drive	Polk City IA	50226	05/03/89
Asst. Vice President, Hy-Vee, Inc., President, Lomar	Todd D. Fox		3855 Blison Trail	Waukee IA	50263	04/08/82
Asst. Vice President, Pharmacy Fulfillment	Jonathan W. Fransen		4815 Ashley Park Drive	West Des Moines IA	50265	08/28/86
Asst. Vice President, Engineering	Tonia Householder		11134 Hwy S63	Prairie City IA	50228	05/08/83
Asst. Vice President	Kay A. Hughes		309 11th Street NW	Bondurant IA	50035	01/18/84
Asst. Vice President, Retail Security	Lance R. Kooker		1180 270th St	Boone IA	50036	05/02/88
Asst. Vice President, Customer Care	Caray L. Lenning		3508 SE Glen Dr	Grimes IA	50111	09/02/75
Asst. Vice President, HyChi	Chris C. Lin		18732 Huxley Ave	Lakeville MN	56044	12/25/70
Asst. Vice President, E-Commerce Marketing	Katlyn R. Mace		4773 172nd Way	Urbandale IA	50323	08/22/84
Asst. Vice President, Pharmacy Compliance	James J. Mennen		2453 Dempster Dr	Coralville IA	52241	12/28/87
Asst. Vice President, Warehousing Cherokee	Dustin D. Moeller		4884 Hwy. 59	Cherokee IA	51012	12/29/82
Asst. Vice President, Hy-Vee, Inc., Senior Vice President, Finance and Chief Admin	John E. Ortner	Edward	10630 S. 191st Street	Gretna NE	68136	Des Moines IA 09/12/78
Asst. Vice President, Health Marketing	Ashley J. Fanning		5007 150th Street	Urbandale IA	50323	08/28/86
Asst. Vice President, Loss Prevention	Draper H. Ray		12 Oakbrook Place	Bettendorf, IA	52722	11/22/81
Asst. Vice President, Floral	Casey C. McCombs-Roberts		1129 68th Street	Windsor Heights IA	50324	10/27/81
Asst. Vice President, South, Hy-Vee Fast & Fresh	Antonio N. Romeo		330 NE 56th Street	Pleasant Hill IA	50327	03/20/75
Asst. Vice President, Government Relations	Anne Roth		4160 Greenwood Dr	Des Moines IA	50312	02/02/80
Asst. Vice President, Dollar Fresh Operations	Darin C. Schoop		823 Somersby CT	West Des Moines IA	50266	06/11/89
Asst. Vice President, Supply Chain Security	Joel A. Sivinski		129 Benson St	Alta IA	51092	07/13/85
Asst. Vice President, Social/Digital Commerce	Cody J. Stoermer		4900 159th Street	Urbandale IA	50323	11/20/85
Asst. Vice President, Produce Procurement	Joseph J. Stoltz	John	1173 S. Atticus St	West Des Moines IA	50263	Dubuque IA 12/11/70
Asst. Vice President, Auditing	Scott Straka		825 Balleys Grove Drive	Adel IA	50003	5/12/1984
Asst. Vice President, Grocery Warehouse, Chariton	Brandon M. Stratton		715 Orchard Ave	Chariton IA	50049	10/07/84
Asst. Vice President, Hy-Vee, Inc., Chief Operating Officer, Vivid Clear Rx	Amy J. Wadstrom		7614 SE 9th Avenue	Pleasant Hill IA	50327	04/21/76
Asst. Vice President, Store Set-Up	Gregory D. Warzecha	David	939 Wynstone Drive	Jefferson SD	57038	Little Falls MN 03/22/72
Asst. Vice President, Retail Security-North Region	Thomas G. Wheeler		2362 16th Avenue E	North Saint Paul, MN	55109	06/07/87
Asst. Vice President, IT, Hy-Vee, Inc., Vice President Amber Pharmacy	Adam D. Winstead		12415 Osprey Lane	Papillion NE	68046	05/12/78
Director	Adam D. Winstead	Burdette	2815 100th St, Box 385	Urbandale IA	50322	Worthington MN 12/13/62
Director	Jared B. Edeker	Gall	14140 Maple Drive	Urbandale IA	50323	Ida Grove IA 11/01/74
Director	Jaremy G. Gosch		4840 159th Street	Urbandale IA	50323	Storm Lake IA 12/30/76
Director	Aaron Wiese	Marie	14881 Woodcrest Drive	Clive IA	50325	Chicago IL 01/31/83
Director	Donna M. Twisten	Timothy	4839 159th Street	Urbandale IA	50323	Iowa City IA 08/25/68
Director	Kavin T. Sherlock		1306 Jackson Street #501	Omaha NE	68102	05/18/65
Director	Brett D. Bremser		7604 NW 104th CT	Johnston IA	50131	01/11/78
Director	Jason Farver	Alan	15209 Plum Drive	Urbandale IA	50323	Boone IA 01/28/70
Director	Jeffrey A. Markey	Michael	3728 Autumn Sage Circle	Norwalk IA	50211	Ottumwa IA 12/13/77
Director	Andrew M. Schreiner		3417 SW 58th Street	West Des Moines IA	50265	11/17/71
Director	Jeffery J. Mueller		1784 Homestead Drive	Liberty MO	64068	10/28/77
Director	Jody L. Gosch		4900 159th Street	Urbandale IA	50323	01/20/89
Director	Anna M. Stoermer		8005 NW 104th Ct	Johnston IA	50131	Spirit Lake IA 09/28/78
Director	Isaac Wiese	William	5784 Chatham Circle	Johnston IA	50131	Rock Island, IL 05/08/87
Director	Andrew W. Schroeder	Raye	14811 Holcomb Avenue	Urbandale IA	50323	Fremont NE 03/27/84
Director	Lindsay R. Knoop	Michael	1022 S. 10th Street	Adel IA	50003	Burlington IA 01/12/83
Director	Travis M. Hoover		3209 Pebble Drive	Cedar Rapids IA	52404	09/12/82
Director	Jan M. Nichols		205 Deschepper	Marshall MN	56258	11/17/88
Director	Matthew H. Parkhurst					

Director	Ash W. Wounded Arrow	3216 N. 177th Street	Omaha NE	68116	08/04/88
Director	Kerry M. Sherlock	653 Barrington Road	Iowa City IA	52245	09/01/84
Director	Brian W. Leppert	3016 Lakeview Drive SE	Altoona IA	50009	04/05/89
Director	Mathew R. Cliff	4747 E. Turkey Trail Drive	Columbia MO	65201	10/20/73
Director	Anthony S. Mc Cann	5555 Little Leaf Trail	West Des Moines IA	50266	02/25/80
Director	Sheila M. Laing	20734 460th Street	Chariton IA	50049	07/11/88
Director	Michael P. Jurgens	7030 Rocklyn Circle	Urbandale IA	50322	01/11/74
Director	Nathan S. Allen	809 Summit Place	Indianola IA	50125	07/09/80

Additional instructions are on the final page.

For period (MM/DD/YYYY) 06 / 30 / 2024 through 06/30 / 2025

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.

**Business Information:**

Legal name/Doing business as (DBA): HOPSTOP LIQUOR & CIGARETTES  
Iowa sales and use tax account number: ~~3-02-806721~~ 3-02-007726  
Retail address: 136 Lincoln Highway City: Nevada State: IA ZIP: 50201  
Mailing address: 622 Broad St City: STORY CITY State: IA ZIP: 50248  
Phone: 515-686-0897

**Legal Ownership Information:**

Type of ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP: GIA LLC  
Primary office address: 622 Broad St City: STORY CITY State: IA ZIP: 50248  
Phone: 515-686-0897 Fax: \_\_\_\_\_ Email: AdilRasoolb@icloud.com

**Retail Information:**

Types of Sales: Over-the-counter  Vending machine  Vending machine that assembles cigarettes  Delivery sales of alternative nicotine/vapor products (see instructions)   
Mobile sales (see instructions)  VIN: \_\_\_\_\_ License plate number: \_\_\_\_\_

Types of Products Sold: (Check all that apply)  
Cigarettes  Tobacco  Alternative nicotine products  Vapor products

**Type of Establishment: (Select the options that best describe the establishment)**

Alternative nicotine/vapor store  Bar  Convenience store/gas station  Drug store   
Grocery store  Hotel/motel  Liquor store  Restaurant  Tobacco store   
Other (provide description)  \_\_\_\_\_

Do you have other permits issued under Iowa Code chapter 453A? If yes, provide permit number(s):  
\_\_\_\_\_

Include with this application a list of your suppliers and customers on a separate sheet.

**Identify partners or corporate officers if the business is not a sole proprietorship.**

Name: Gulnaz Ahmed Title: Owner  
Address: 622 Broad St  
City: STORY CITY State: IA ZIP: 50248  
Name: Adil R Butt Title: Owner  
Address: 622 Broad St  
City: STORY CITY State: IA ZIP: 50248

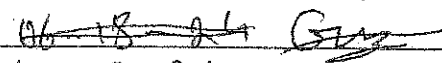
Name: \_\_\_\_\_ Title: \_\_\_\_\_

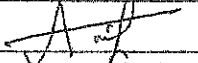
Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

If this application is approved and a permit is 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. I declare under penalties of perjury or false certificate, that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

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

X Printed name: Gulnaz Ahmed  
 Signature: ~~06-18-24~~   
 Date: 06-18-24

Printed name: Adil R Butt  
 Signature:   
 Date: 6-18-24

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Send this completed application and the applicable fee to your local jurisdiction. If your local jurisdiction permits electronic transmission of this application, your email or fax signature will constitute a valid signature. It is up to your local jurisdiction to approve this application and issue the permit. You must have an approved permit issued to you by the local jurisdiction before acting as a retailer in that jurisdiction. You must separately apply in each local jurisdiction in which you plan to act as a retailer. If you have any questions about the status of your application, contact your city clerk (within city limits) or your county auditor (outside city limits). NOTE: A completed application is NOT a valid permit even if submitted to your local jurisdiction with the applicable fee.

**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 the Iowa Department of Revenue 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. If a permit is being exchanged due to change of location within the same jurisdiction, permittee should complete an application with new location information and application should be sent to the Department as described above. Permittees who exchange a valid permit are not required to pay an additional fee when an exchange application is submitted. 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](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

Additional instructions are on the final page.

For period (MM/DD/YYYY) 06/30/2024 through 06/30/2025

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.

**Business Information:**

Legal name/Doing business as (DBA): Sundown LIQUOR & Groceries  
Iowa sales and use tax account number: 3-01-804727  
Retail address: 731 Lincoln Highway City: Nevada State: IA ZIP: 50201  
Mailing address: 622 Broad St City: STORY CITY State: IA ZIP: 50248  
Phone: 515-686-0897

**Legal Ownership Information:**

Type of ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP: GIA LLC  
Primary office address: 622 Broad St City: STORY CITY State: IA ZIP: 50248  
Phone: 515-686-0897 Fax: \_\_\_\_\_ Email: Adil.Rayoolb@icloud.com

**Retail Information:**

Types of Sales: Over-the-counter  Vending machine  Vending machine that assembles cigarettes  Delivery sales of alternative nicotine/vapor products (see instructions)   
Mobile sales (see instructions)  VIN: \_\_\_\_\_ License plate number: \_\_\_\_\_  
Types of Products Sold: (Check all that apply)  
Cigarettes  Tobacco  Alternative nicotine products  Vapor products

**Type of Establishment: (Select the options that best describe the establishment)**

Alternative nicotine/vapor store  Bar  Convenience store/gas station  Drug store   
Grocery store  Hotel/motel  Liquor store  Restaurant  Tobacco store   
Other (provide description)  \_\_\_\_\_

Do you have other permits issued under Iowa Code chapter 453A? If yes, provide permit number(s): \_\_\_\_\_

Include with this application a list of your suppliers and customers on a separate sheet.

Identify partners or corporate officers if the business is not a sole proprietorship.

Name: Gulnarg Ahmed Title: Owner  
Address: 622 Broad St  
City: STORY CITY State: IA ZIP: 50248  
Name: Adil R Butt Title: owner  
Address: 622 Broad St  
City: STORY CITY State: IA ZIP: 50248

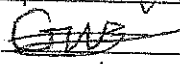
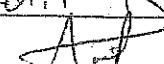
Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

If this application is approved and a permit is 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. I declare under penalties of perjury or false certificate, that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

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

<p>X Printed name: <u>Gulnar Ahmed</u></p> <p>Signature: <u></u></p> <p>Date: <u>6-18-24</u></p> <p>Printed name: _____</p> <p>Signature: _____</p> <p>Date: _____</p>	<p>Printed name: <u>Adil R Butt</u></p> <p>Signature: <u></u></p> <p>Date: <u>6-18-24</u></p> <p>Printed name: _____</p> <p>Signature: _____</p> <p>Date: _____</p>
---	--

Send this completed application and the applicable fee to your local jurisdiction. If your local jurisdiction permits electronic transmission of this application, your email or fax signature will constitute a valid signature. It is up to your local jurisdiction to approve this application and issue the permit. You must have an approved permit issued to you by the local jurisdiction before acting as a retailer in that jurisdiction. You must separately apply in each local jurisdiction in which you plan to act as a retailer. If you have any questions about the status of your application, contact your city clerk (within city limits) or your county auditor (outside city limits). NOTE: A completed application is NOT a valid permit even if submitted to your local jurisdiction with the applicable fee.

**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 the Iowa Department of Revenue 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. If a permit is being exchanged due to change of location within the same jurisdiction, permittee should complete an application with new location information and application should be sent to the Department as described above. Permittees who exchange a valid permit are not required to pay an additional fee when an exchange application is submitted. 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](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

Additional instructions are on the final page.

For period (MM/DD/YYYY) 07 / 01 / 2024 through 06/30/2025

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.

**Business Information:**

Legal name/Doing business as (DBA): Legacy Liquor Mart  
Iowa sales and use tax account number: \_\_\_\_\_  
Retail address: 1038 6th St. City: Nevada State: IA ZIP: 50201  
Mailing address: 1410 Panoramic Ct City: Ames State: IA ZIP: 50010  
Phone: 515-451-5479

**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  
Primary office address: 1410 Panoramic Ct City: Ames State: IA ZIP: 50010  
Phone: 515-451-5479 Fax: - Email: NFIROZ@AOL.COM

**Retail Information:**

Types of Sales: Over-the-counter  Vending machine  Vending machine that assembles cigarettes  Delivery sales of alternative nicotine/vapor products (see instructions)   
Mobile sales (see instructions)  VIN: \_\_\_\_\_ License plate number: \_\_\_\_\_

Types of Products Sold: (Check all that apply)  
Cigarettes  Tobacco  Alternative nicotine products  Vapor products

**Type of Establishment: (Select the options that best describe the establishment)**

Alternative nicotine/vapor store  Bar  Convenience store/gas station  Drug store   
Grocery store  Hotel/motel  Liquor store  Restaurant  Tobacco store   
Other (provide description)  \_\_\_\_\_

Do you have other permits issued under Iowa Code chapter 453A? If yes, provide permit number(s): \_\_\_\_\_

Include with this application a list of your suppliers and customers on a separate sheet.

**Identify partners or corporate officers if the business is not a sole proprietorship.**

Name: Naeem Firoz Title: President  
Address: 1410 Panoramic Ct  
City: Ames State: IA ZIP: 50010  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

**Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor, page 2**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

If this application is approved and a permit is 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. I declare under penalties of perjury or false certificate, that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

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

Printed name: Nathan Firoz

Printed name: \_\_\_\_\_

Signature: [Handwritten Signature]

Signature: \_\_\_\_\_

Date: 6/17/24

Date: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Send this completed application and the applicable fee to your local jurisdiction. If your local jurisdiction permits electronic transmission of this application, your email or fax signature will constitute a valid signature. It is up to your local jurisdiction to approve this application and issue the permit. You must have an approved permit issued to you by the local jurisdiction before acting as a retailer in that jurisdiction. You must separately apply in each local jurisdiction in which you plan to act as a retailer. If you have any questions about the status of your application, contact your city clerk (within city limits) or your county auditor (outside city limits). NOTE: A completed application is NOT a valid permit even if submitted to your local jurisdiction with the applicable fee.

**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 the Iowa Department of Revenue 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. If a permit is being exchanged due to change of location within the same jurisdiction, permittee should complete an application with new location information and application should be sent to the Department as described above. Permittees who exchange a valid permit are not required to pay an additional fee when an exchange application is submitted. 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](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375





## PROCLAMATION

**WHEREAS** parks and recreation is an integral part of communities throughout this country, including Nevada, IA; and

**WHEREAS** parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

**WHEREAS** parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimers; and

**WHEREAS** parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

**WHEREAS** parks and recreation is a leading provider of healthy meals, nutrition services and education; and

**WHEREAS** parks and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and

**WHEREAS** parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

**WHEREAS** parks and recreation is fundamental to the environmental well-being of our community; and

**WHEREAS** parks and recreation is essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

**WHEREAS** our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

**WHEREAS** the U.S. House of Representatives has designated July as Parks and Recreation Month; and

**WHEREAS** the City of Nevada, Iowa, Story County, Iowa recognizes the benefits derived from parks and recreation resources.

**NOW, THEREFORE, I, Brett Barker, Mayor**, do hereby proclaim

### JULY AS "PARK AND RECREATION" MONTH

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Great Seal of the City of Nevada, Iowa to be affixed this 24<sup>th</sup> day of June, 2024.



\_\_\_\_\_  
Brett Barker, Mayor

ORDINANCE NO. 1056 (2023/2024)

AN ORDINANCE AMENDING CHAPTER 62 (GENERAL TRAFFIC REGULATIONS)  
OF THE CITY CODE BY ESTABLISHING SCHOOL ZONES IN CERTAIN AREAS OF TOWN

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

**SECTION 1. SECTION MODIFIED.** Chapter 62 (General Traffic Regulations), Section 62.13 (School Zones Established), Is hereby amended by adding new underlined language:

**62.13 School Zones Established. The following school zones are established to include the parts of streets herein set forth:**

**A. Central Elementary**

a. On the northwest corner of 8<sup>th</sup> Street and K Avenue to the southwest corner of 8<sup>th</sup> and G Avenue; on G Avenue to the southeast corner of G Avenue and 11<sup>th</sup> Street; on 11<sup>th</sup> Street to the southeast corner of 11<sup>th</sup> Street and H Avenue; on the southside of H Avenue to the southeast corner of 12<sup>th</sup> Street and H Avenue to the northeast corner of 12<sup>th</sup> Street and K Avenue; on K Avenue to the northwest corner of 8<sup>th</sup> Street and K Avenue.

**B. Nevada Middle and High School**

a. On the southeast corner of 12<sup>th</sup> Street and H Avenue to the intersection of 19<sup>th</sup> Street and H Avenue; on the northeast corner of 15<sup>th</sup> Street to the southeast corner of 15<sup>th</sup> Street and Lincoln Highway; approximately 590 feet east on Lincoln highway to the northside of Lincoln Highway to the northwest corner of 15<sup>th</sup> and Lincoln Highway; on 15<sup>th</sup> Street to the northwest corner of 15<sup>th</sup> Street and K Avenue; on K Avenue to the northeast corner of K Avenue and 12<sup>th</sup> Street.

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

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

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

Passed and approved 1<sup>st</sup> Reading on this 28<sup>th</sup> day of May, 2024.  
Passed and approved 2<sup>nd</sup> Reading on this \_\_\_ day of June, 2024.  
Passed and approved 3<sup>rd</sup> and final Reading on this \_\_\_ day of June, 2024.

\_\_\_\_\_  
Brett Barker, Mayor

ATTEST:

\_\_\_\_\_  
Kerin Wright, City Clerk

1 Reconstruction Project Revised Change Order 3 RE: Nevada City Council Packet

Wed 6/12/2024 8:5

Reply Reply All Forward

Mickelson, Brandon <brandon.mickelson@hrgreen.com>

To: Kerin Wright; Erin Mousel; Jordan Cook

Cc: Mantemach, Holly; Ryan Hutton

Replied to this message on 6/12/2024 10:26 AM.

Item # 9B  
Date: 6/24/24

CO3-06112024-Nevada\_2024Sts\_REV\_PartiallySigned.pdf  
308 KB

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

See attached updated Change Order 3. This is revised from the previously submitted CO3 on 6/5/24 due to not needing to core drill/provide a seal boot for connection due to the existing hole into the manhole found to be large enough for the 10" pipe. This results in a reduction of change order cost of \$1,305 from the previously submitted \$5,325

Let me know if you have any questions/comments.

Thanks.

**Brandon L. Mickelson, PE**

Project Manager – Governmental Services

Direct 319.841.4144 | Cell 319.329.2077

HR Green@ | Building Communities. Improving Lives.

P.107

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# CHANGE ORDER

Distribution:

Owner	X
Contractor	X
HRG	X
Field	
Other	

<b>PROJECT:</b> 2024 Street Improvements Nevada, Iowa	Change Order No.	Change Order 3
	Date	June 11, 2024
<b>To Contractor:</b> Con-Struct, Inc. 305 South Dayton Avenue Ames, IA 50010	Project No.	HRG 2303452
	Original Contract Date	February 12, 2024
<p><b>The contract is changed as follows:</b> Make the following construction changes:</p> <ul style="list-style-type: none"> <li>Bring 10 inch sanitary sewer pipe into the existing manhole at the intersection of 9<sup>th</sup> Street and I Ave. Currently the 10" sanitary sewer pipe reduces down to an 8" just outside of this existing manhole that is to remain in place. It is recommended to not have this reduction. There is an outside drop for this manhole and that connection will be reconnected as well with a 10"x8" tee and 8" sleeve. This is revised from the originally submitted CO3 on 6/5/24 due to not needing to core drill/provide a seal boot for connection due to the existing hole into the manhole found to be large enough for the 10" pipe. This results in a reduction of change order cost of \$1,305 from the previously submitted \$5,325.</li> </ul>		
Add to Contract (as shown on attached):		\$ 4,020.00
Original Contract Sum		\$ 2,100,000.00
Net change by previously authorized Change Orders		\$ 61,913.00
The Contract Sum prior to this Change Order was		\$ 2,161,913.00
The Contract Sum will be increased by this Change Order in the amount of		\$ 4,020.00
The new Contract Sum including this Change order will be		\$ 2,165,933.00
The Contract Time will be increased by		0 Days
The date of Substantial Completion as of the date of this Change Order therefore is		November 16, 2024

NOT VALID UNTIL SIGNED BY CONTRACTOR AND OWNER		
Engineer HR Green, Inc.	Contractor Con-Struct, Inc.	Owner City of Nevada, IA
By	By	By
Date: 6/11/2024	Date: 6/11/2024	Date:

## Change Request Summary - Itemized Backup

Project Name: 2024 Street Improvements Nevada Iowa

Project No: 2303452

**Con-struct, Inc.**

CR No: # 3

Change Description: 10" Sanitary tie in to manhole San-3

**Labor Costs**

Hours	Unit	Position	Rate \$/hr	Extended
25	HR	Pipe Layer	\$75.00	1,875.00
				0.00
				0.00
				0.00
				0.00
				0.00
Total Labor Cost:				\$1,875.00

**Material Costs**

Quantity	Unit	Description	Unit Cost	Extended
3	CY	Concrete	\$150.00	\$450.00
1	EA	10"X 8" T	\$450.00	\$450.00
1	EA	8" Solid Sleeve	\$225.00	\$225.00
5	EA	Megalug	\$100.00	\$500.00
Total Material Cost:				\$1,625.00
Material Tax:				\$0.00

**Equipment Costs**

Time	Unit	Description	Rate \$/unit	Extended
2	HR	323	\$260.00	\$520.00
				\$0.00
				\$0.00
				\$0.00
Total Equipment Cost:				\$520.00
Subtotal:				\$4,020.00
Markup:				\$0.00

**Sub-subcontractor Costs**

Subcontractor		\$0.00
Subcontractor		\$0.00
Total Sub-subcontractor Cost:		\$0.00
10% Markup:		\$0.00
Total:		\$4,020.00

Item # 9C  
Date: 6/24/24

## COUNCIL ACTION FORM

### AGENDA: Approve Change Order for F Ave and 9<sup>th</sup> Street intersection

#### HISTORY:

The F Ave and G Ave Overlay project has been fixing and addressing issues with the roadway. The project area is F Ave from 6<sup>th</sup> Street to 10<sup>th</sup> Street and G Ave from 6<sup>th</sup> Street to 10<sup>th</sup> Street. The affected area is the intersection of 9<sup>th</sup> Street and F Ave. The storm water structure needs to move four (4) feet. The reason for this is the sanitary sewer line is now in the way. The sanitary sewer main line under the storm water structure is being replaced to protect the line. There are collector lines that are being added and placed in the area to control water flow into F Avenue.

Attached is the change order submitted by InRoads. The change order has been reviewed by WHKS (Engineering Firm) and by Castor Construction. The amount for the change order is 42,895.00.

#### OPTIONS:

1. Direct Staff to accept change order.
2. Direct Staff to provide more information.
3. Deny change order.

#### STAFF RECOMMENDATION:

The moving of the storm water structure is needed to improve the area. The replacement of the sanitary sewer line is to protect the main line from the construction going on above the line. The sanitary sewer line is made of clay piping and has a chance of failure while the work is being completed. The collection line is needing to protect the new road after completion. Staff recommends option 1.



InRoads Paving  
 4761 NE 20<sup>th</sup> Lane  
 Des Moines, Iowa 50317  
**INROADSPAIVING.COM**  
 Phone: 515.348.8148  
 Fax: 515.266.0998

<b>To:</b> City Of Nevada	<b>Contact:</b> Ryan Hutton
<b>Address:</b> 1209 6th Street Nevada, IA	<b>Phone:</b>
	<b>Fax:</b>
<b>Project Name:</b> Nevada F & G Avenue Rehabilitation EWO 2	<b>Bid Number:</b> EWO 2
<b>Project Location:</b> F & G Avenue, Nevada, IA	<b>Bid Date:</b> 6/19/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	SW-401 Listed As Manhole No. 2 Move Manhole 4' To The North * Adds 1.5 Days To Project	1.00	LS	\$6,930.00	\$6,930.00
2	244' Of Collector Line To Account For The 4" Tie Ins	1.00	LS	\$16,335.00	\$16,335.00
3	SW 301 No 4 - Replace Clay Pipe With SDR And Tie In The Adjoining 6"	1.00	LS	\$10,852.00	\$10,852.00
4	Sewer Clean Out: Site Work Approved By Ryan To Jordan Castor	1.00	LS	\$3,773.00	\$3,773.00
5	Site Work: For Form Work Completed Prior To Design Change	1.00	LS	\$5,005.00	\$5,005.00

**Total Bid Price: \$42,895.00**

**Payment Terms:**

<p><b>ACCEPTED:</b>          The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b>  <b>InRoads LLC</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Kevin Johnson</p>
--	---

**RESOLUTION NO. 093 (2023/2024)**

**A RESOLUTION APPROVING REIMBURSEMENT AGREEMENT – PRELIMINARY ENGINEERING SERVICES WITH UNION PACIFIC RAILROAD COMPANY**

**WHEREAS** the City of Nevada, IA (“City”) desires to enter into a Reimbursement Agreement with Union Pacific Railroad Company (“Railroad”); and

**WHEREAS** the City proposes to perform erosion repairs to the abutment berms of the existing overpass that traverses Railroad’s property at the location described on Exhibit A; and

**WHEREAS** the scope of the project is outlined in Exhibit B; and

**WHEREAS** the Railroad agrees to collaborate with the City on the conceptualization and development of the Project in accordance with the terms and conditions of this agreement; and

**WHEREAS** the Railroad agrees to perform (or third party will perform) the preliminary engineering services work as described on Exhibit B and the City will reimburse; and

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

1. The Union Pacific Railroad Company Preliminary Engineering Services Reimbursement Agreement is approved.
2. The Mayor is hereby authorized and directed to execute said Agreement on behalf of the City and the City Clerk is authorized to take any other action necessary to effectuate this Agreement.

**Passed and Approved** this 24<sup>th</sup> day of June, 2024.

\_\_\_\_\_  
Brett Barker, Mayor

ATTEST:

\_\_\_\_\_  
Kerin Wright, City Clerk



REIMBURSEMENT AGREEMENT  
PRELIMINARY ENGINEERING SERVICES

**Effective Date:**

**Estimate: \$10,000.00**

THIS REIMBURSEMENT AGREEMENT (**Agreement**) is made and entered into as of the **Effective Date**, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (**Railroad**), and CITY OF NEVADA, IOWA (**Agency**).

RECITALS

A. Agency desires to initiate the project more particularly described on Exhibit A attached hereto (**Project**).

B. The Project will affect Railroad's track and right of way at or near the Project area more particularly described on Exhibit A.

C. Railroad agrees to collaborate with Agency on the conceptualization and development of the Project in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Railroad, and/or its representatives, at Agency's sole cost and expense, agrees to perform (or shall cause a third-party consultant to perform on Railroad's behalf) the preliminary engineering services work described on Exhibit B attached hereto (**PE Work**). Agency acknowledges and agrees that: (a) Railroad's review of any Project designs, plans and/or specifications, as part of the PE Work, is limited exclusively to potential impacts on existing and future Railroad facilities and operations; (b) Railroad makes no representations or warranties as to the validity, accuracy, legal compliance, or completeness of the PE Work; and (c) Agency's reliance on the PE Work is at Agency's own risk.

2. Notwithstanding the Estimate (**Estimate**), Agency agrees to reimburse Railroad and/or Railroad's third-party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred for the PE Work. During the performance of the PE Work, Railroad will provide (and/or will cause its third-party consultant to provide) progressive billing to Agency based on actual costs in connection with the PE Work. Within sixty (60) days after completion of the PE Work, Railroad will submit (and/or will cause its third-party consultant to submit) a final billing to Agency for any balance owed for the PE Work. Agency shall pay Railroad (and/or its third-party consultant, as applicable) within thirty (30) days after Agency's receipt of any progressive and final bills submitted for the PE Work. Bills will be submitted to the Agency using the contact information provided on Exhibit C. Agency's obligation hereunder to reimburse Railroad (and/or its third-party consultant, as applicable) for the PE Work shall apply regardless whether Agency declines to proceed with the Project or Railroad elects not to approve the Project.

3. Agency acknowledges and agrees that Railroad may withhold its approval for the Project for any reason in its sole discretion, including without limitation, impacts to Railroad's safety, facilities, or operations. If Railroad approves the Project, Railroad will continue to work with Agency to develop final plans and specifications, and prepare material and force cost estimates for any Project related work performed by Railroad.

4. If the Project is approved by Railroad, Railroad shall prepare and forward to Agency a Construction and Maintenance Agreement (**C&M Agreement**) which shall provide the terms and conditions for the construction and ongoing maintenance of the Project. Unless otherwise expressly set forth in the C&M Agreement, the construction and maintenance of the Project shall be at no cost to Railroad. No construction work on the Project affecting Railroad's property or operations shall commence until the C&M Agreement is finalized and executed by Agency and Railroad.

5. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

7. This Agreement sets forth the entire agreement between the parties regarding the Project and PE Work. To the extent that any terms or provisions of this Agreement regarding the PE Work are inconsistent with the terms or provisions set forth in any existing agreement related to the Project, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

**CITY OF NEVADA, IOWA**

**UNION PACIFIC RAILROAD COMPANY,**  
a Delaware Corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Chris Keckeisen  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Manager I, Industry & Public Projects  
Title

# Exhibit A

## Project Description and Location

### Project Description

City of Nevada, IA proposes to perform erosion repairs to the abutment berms of the existing overpass that traverses Railroad's property at the location referred to below.

### Location

Clinton Subdivision

<b>DOT</b>	<b>Crossing Type</b>	<b>Milepost</b>	<b>Street Name</b>
199652W	Public	0.45	Lincoln Highway

## **Exhibit B**

### **Scope of Project Services**

Scope of work includes, but is not limited to the following

- Field diagnostic(s) and inspections
- Plan, specification, and construction review
- Project design
- Preparation of Project estimate for force account or other work performed by the Railroad
- Meetings and travel

**Exhibit C**  
**Billing Contact Information**

<b>Name</b>	Jordan Cook
<b>Title</b>	City Administrator
<b>Address</b>	1209 6th Street, Nevada, IA, 50201
<b>Work Phone</b>	(515) 532-4546
<b>Cell Phone</b>	
<b>Email</b>	jcook@cityofnevadaiaowa.org
<b>Agency Project No.</b>	Nevada Bridge Repairs

Case: Item # 10A  
Date: 6/24/24

**RESOLUTION NO. 094 (2023/2024)**

**A RESOLUTION TO APPROVE IOWA CASH RENT FARM LEASE (SHORT FORM) FOR 2024**

**WHEREAS**, the City of Nevada, Iowa (Owner), desires to enter into a cash rent lease agreement with Jamie Courtney (Operator) for the use of part or all of the Real Estate as follows;

- Part of SECTION: 19 TOWNSHIP:83 RANGE:23 NW NE*
- Property ID: 10-19-200-100*
- Part of SECTION: 19 TOWNSHIP:83 RANGE:23 SW NE E OF DITCH*
- Property ID: 10-19-200-305*
- SECTION: 19 TOWNSHIP:83 RANGE:23 NW SE PARCEL "A" CFN 13-64*
- Property: 10-19-400-125*

and containing up to 60 acres, with possession by Operator for a term of one year to commence on March 1, 2024, and end on February 28, 2025. Lessee shall have first rights for an additional 2 years, ending February 28, 2027. In accordance with Iowa Code §562.6, the tenancy shall terminate at the agreed upon date without notice from the Owner.

**WHEREAS**, Operator agrees to pay the Owner cash rent for the use of part or all of the Real Estate as follows:

Total annual cash rent of \$6,000.00. Upon signed contract, \$3,000 due. 8/1/2024 remaining +/- \$3,000.00 due. Up to 60 Hay land acres @ \$100.00/acre

**WHEREAS**, a copy of the proposed lease agreement is attached hereto as Exhibit A

**WHEREAS**, the City Council has examined the same and found the agreement to be in the best interest of the City, and that the same should be approved and accepted.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Nevada, Story County, Iowa does hereby approve the Iowa Cash Rent Farm Lease (Short Form) for 2024 with Jamie Courtney per attached Exhibit A. The Mayor is hereby authorized to execute the lease on behalf of the City.

**PASSED AND APPROVED** 24<sup>th</sup> day of June, 2024

\_\_\_\_\_  
Brett Barker, Mayor

ATTEST:

\_\_\_\_\_  
Kerin Wright, City Clerk

**Iowa Cash Rent Farm Lease (Short Form) for 2024**

Owner (s): City of Nevada, Iowa  
 Operator (s): Jamie Courtney

**1. Legal Description:**

Part of SECTION: 19 TOWNSHIP:83 RANGE:23 NW NE  
 Property ID: 10-19-200-100.  
 Part of SECTION: 19 TOWNSHIP:83 RANGE:23 SW NE E OF DITCH  
 Property ID: 10-19-200-305  
 SECTION: 19 TOWNSHIP:83 RANGE:23 NW SE PARCEL"A"CFN 13-64  
 Property: 10-19-400-125

**2. Terms of Lease.** The term of the lease shall be for a period of 1 year, beginning on March 1, 2024 and ending February 28, 2025. Lessee shall have first rights for an additional 2 years, ending February 28, 2027. In accordance with Iowa Code §562.6, the tenancy shall terminate at the agreed-upon date without notice from the Owner.

**3.** There are up to 60 contract acres available according to county FSA records (FSA form 578). The following housing, buildings and storage structures located on the Real Estate may be used by the Operator for the following purposes:

Structure	Purpose
<u>Well units</u>	<u>City Water Source</u>
_____	_____
_____	_____

In the event of damage or destruction of buildings or structures listed above the Owner will have the option to replace them or provide their functional equivalent to the Operator for the purpose described above within a reasonable period of time, or make adjustments to the terms of this lease in lieu of replacement.

**4. Cash Rent:** Operator agrees to pay the Owner cash rent for the use of part or all of the Real Estate as follows:

<u>Description</u>	<u>Amount</u>
Cropland _____ acres @ \$ _____ /acre	\$ _____
Cropland acres _____ acres @ \$ _____ /acre	\$ _____
Hay land <u>Up to 60</u> acres @ \$100 /acre	\$ 6,000
Pasture _____ acres @ \$ _____ /acre	\$ _____
Buildings and storage structures, housing	\$ _____
Total annual rent	\$ _____

**The cash rent shall be due and payable as follows:** Due Date: Upon signed Contract Amount \$3,000  
 Due Date 8/1/2024 Amount \$ +/-3,000  
 Due Date \_\_\_\_\_ Amount \$ \_\_\_\_\_

Owner initials \_\_\_\_\_ Operator initials \_\_\_\_\_

**The second installment amount shall be determined through GPS acre counting.**

All cash rent is to be mailed or delivered to the Owner at: City of Nevada City Hall, Attn: Jordan Cook, 6th Street, Nevada, Iowa

5. **USDA Commodity Program Payments:** Payments shall be paid to the Operator unless otherwise agreed on with the Farm Service Agency.
6. **Recreational Use:** Use of the real estate is not allowed for hunting or other recreational purposes without written consent of the Owner.
7. **Division of Expense:** All crop production expenses are the responsibility of the Operator. Cost of lime and application will be treated as follows: a written agreement between land owner and operator before application.
8. **Expenses:** No expense shall be incurred by the Operator for or on account of the Owner without first obtaining written permission from the Owner. The Operator agrees to take no actions that might cause a mechanic's or other lien to be imposed upon the Real Estate and agrees to indemnify the Owner if actions are taken by the Operator that result in such a lien being imposed.
9. **Repair and Maintenance:** Minor repairs for buildings and fences: Owner will furnish all materials and Operator will provide the labor at no charge. New fence: Owner to furnish all materials and one-half of the cost of labor. Operator to provide one-half of the labor and all of the equipment to construct fence. Owner will pay 100% of the cost to clear fence row when necessary.
10. **Operator's Duties:** Operator agrees to operate the farm in an efficient and steward-like manner, control weeds and brush in the fields, fence rows, and road ditches, provide proper maintenance to control erosion and maintain terraces, waterways, and tiles, and building lots and all other areas of the farm where access is possible. The Operator agrees to furnish to the Owner by December 15 an annual report including 1) a summary of fertilizer, lime, and pesticide application records and 2) production or yield information about harvested crops each year, such as may be required for participation in Farm Service Agency programs or for setting crop insurance actual production history yields, and to use measurement methods acceptable for these purposes. Operator agrees, on termination of the lease, to yield prompt possession of the farm to the Owner and to leave the premises in as good condition as before they took possession or to compensate the Owner for damages.
11. **Owner's Duties:** Owner agrees to warrant and defend the Operator's possession against all persons as long as this lease remains in effect. The Owner will promptly pay real property taxes and carry insurance on his/her interest in the property.
12. **Harvested Crop's Aboveground Plants:** Operator does not have the right to take any part of the harvested crop's aboveground plant without the express written permission of the Owner. This includes burning or removing any crop residues from the property.
13. **Transfer of Interest:** The Operator agrees not to lease or sublet any part of the Real Estate nor assign this lease to any other person or entity, nor sublease any or all of the property described herein without prior written permission of the Owner. This lease shall be binding upon the heirs, assignees, or successors in interest of both parties. If the Owner should sell or otherwise transfer title to the Real Estate, the Owner will do so subject to the provisions of this lease.

Owner initials \_\_\_\_ Operator initials \_\_\_\_



14. **Changes in Lease Terms:** The conduct, representation, or statement of either party, by act or omission, shall not be construed as a material alteration of this lease until such provision is reduced to writing and executed by both parties as an addendum to this lease.

15. **Right of Entry:** The Owner reserves the right to enter the premises at any time for any reasonable purpose. Upon notice of the lease termination, the Operator agrees to permit the Owner or the Owner's lessee or agent to enter the premise to do customary tillage and operations on any land from which the current crops have been harvested.

16. **Owner's Landlord's Lien and Security Interest.** The Operator acknowledges that a statutory Landlord's Lien exists in favor of the Owner. The Operator also grants to the Owner a security interest in, but not limited to, all growing or mature crops on the Real Estate as provided in the Iowa Uniform Commercial Code. The Operator shall sign all documents and financing statements as requested by the Owner to perfect the Owner's security interests.

At Owner's request, the Operator shall provide the Owner a list of potential buyers for the crops grown on the farm. The Operator agrees to deliver and sell such crops only to those buyers listed. The Owner shall deliver a Notice of Security Interest to those buyers and only those buyers listed. The Operator shall not sell such crops to any buyer not listed without first obtaining written consent of the Owner.

17. **Termination upon Default:** If either party defaults in the performance of the existing rental agreement, the non-defaulting party shall serve a notice of default upon the defaulting party. The defaulting party shall have 10 days to cure the default. Failure to cure within the required timeframe shall terminate the lease. If the lease terminates because the Operator failed to pay the rent due, all costs and attorney fees of the Owner to enforce collection or performance shall be added to the obligations payable by the Operator. The Operator shall also be liable for interest on the unpaid rent at the rate of 10% APR.

18. **Other Provisions:**

19. **Arbitration:** Any disputes between the Owner and Operator not covered by this lease may be submitted by either party for arbitration at a reasonable fee by three disinterested persons, one of whom shall be selected by the Owner, one by the Operator, and the third by the previously named two. If and when disputes are submitted, a majority decision of the arbitrators shall be binding upon the parties to the lease.

We agree to the terms and conditions of this lease and we affix our signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Signature of Operator

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Signature of Spouse/Co-Operator

\_\_\_\_\_  
Signature of Spouse/Co-Owner

\_\_\_\_\_  
For (business entity)

\_\_\_\_\_  
By (Owner's Representative)

Owner initials \_\_\_\_ Operator initials \_\_\_\_

**RESOLUTION NO. 095 (2023/2024)**

**A RESOLUTION TO APPROVE IOWA CASH RENT FARM LEASE (SHORT FORM) FOR 2024**

**WHEREAS**, the City of Nevada, Iowa (Owner), desires to enter into a cash rent lease agreement with Jeff Longnecker (Operator) for the use of part or all of the Real Estate as follows;

*Part of SECTION:18 TOWNSHIP:83 RANGE:23 SW SE AND SE SW LYING E OF HWY 35 EX HWY  
Property ID: 10-18-400-3005,*

and containing 17 acres, with possession by Operator for a term of one year to commence on March 1, 2024, and end on February 28, 2025. In accordance with Iowa Code §562.6, the tenancy shall terminate at the agreed upon date without notice from the Owner.

**WHEREAS**, Operator agrees to pay the Owner cash rent for the use of part or all of the Real Estate as follows:

Total annual cash rent of \$4,250.00, due in full on 5/30/2024  
17 Cropland acres @ \$250.00/acre

**WHEREAS**, a copy of the proposed lease agreement is attached hereto as Exhibit A

**WHEREAS**, the City Council has examined the same and found the agreement to be in the best interest of the City, and that the same should be approved and accepted.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Nevada, Story County, Iowa does hereby approve the Iowa Cash Rent Farm Lease (Short Form) for 2024 with Jeff Longnecker per attached Exhibit A. The Mayor is hereby authorized to execute the lease on behalf of the City.

**PASSED AND APPROVED** 24<sup>th</sup> day of June, 2024

\_\_\_\_\_  
Brett Barker, Mayor

ATTEST:

\_\_\_\_\_  
Kerin Wright, City Clerk

**Iowa Cash Rent Farm Lease (Short Form) for 2024**

Owner (s): City of Nevada, Iowa

Operator (s): Jeff Longnecker

**1. Legal Description:**

part of SECTION:18 TOWNSHIP:83 RANGE:23 SW SE AND SE SW LYING E OF HWY 35 EX HWY  
Property ID: 10-18-400-305.

**2. Terms of Lease.** The term of the lease shall be for a period of 1 year, beginning on March 1, 2024 and ending February 28, 2025. In accordance with Iowa Code §562.6, the tenancy shall terminate at the agreed upon date without notice from the Owner.

**3.** There are 17 contract acres available according to county FSA records (FSA form 578). The following housing, buildings and storage structures located on the Real Estate may be used by the Operator for the following purposes:

Structure	Purpose
_____	_____
_____	_____
_____	_____

In the event of damage or destruction of buildings or structures listed above the Owner will have the option to replace them or provide their functional equivalent to the Operator for the purpose described above within a reasonable period of time, or make adjustments to the terms of this lease in lieu of replacement.

**4. Cash Rent:** Operator agrees to pay the Owner cash rent for the use of part or all of the Real Estate as follows:

<u>Description</u>	<u>Amount</u>
Cropland <u>17</u> acres @ \$ <u>250</u> /acre	\$ <u>4,250.00</u>
Cropland acres _____ acres @ \$ _____ /acre	\$ _____
Established hay land _____ acres @ \$ _____ /acre	\$ _____
Pasture _____ acres @ \$ _____ /acre	\$ _____
Buildings and storage structures, housing _____	\$ _____
 Total annual rent _____	 \$ _____

**The cash rent shall be due and payable as follows:** Due Date 5/30/24 Amount \$ 4,250.00  
 Due Date \_\_\_\_\_ Amount \$ \_\_\_\_\_  
 Due Date \_\_\_\_\_ Amount \$ \_\_\_\_\_

All cash rent is to be mailed or delivered to the Owner at: City of Nevada City Hall, Attn: Jordan Cook, 6th Street, Nevada, Iowa

Owner initials \_\_\_\_\_ Operator initials \_\_\_\_\_

5. **USDA Commodity Program Payments:** Payments shall be paid to the Operator unless otherwise agreed on with the Farm Service Agency.
6. **Recreational Use:** Use of the real estate is not allowed for hunting or other recreational purposes without written consent of the Owner.
7. **Division of Expense:** All crop production expenses are the responsibility of the Operator. Cost of lime and application will be treated as follows: a written agreement between land owner and operator before application.
8. **Expenses:** No expense shall be incurred by the Operator for or on account of the Owner without first obtaining written permission from the Owner. The Operator agrees to take no actions that might cause a mechanic's or other lien to be imposed upon the Real Estate and agrees to indemnify the Owner if actions are taken by the Operator that result in such a lien being imposed.
9. **Repair and Maintenance:** Minor repairs for buildings and fences: Owner will furnish all materials and Operator will provide the labor at no charge. New fence: Owner to furnish all materials and one-half of the cost of labor. Operator to provide one-half of the labor and all of the equipment to construct fence. Owner will pay 100% of the cost to clear fence row when necessary.
10. **Operator's Duties:** Operator agrees to operate the farm in an efficient and steward-like manner, control weeds and brush in the fields, fence rows, and road ditches, provide proper maintenance to control erosion and maintain terraces, waterways, and tiles, and building lots and all other areas of the farm where access is possible. The Operator agrees to furnish to the Owner by December 15 an annual report including 1) a summary of fertilizer, lime, and pesticide application records and 2) production or yield information about harvested crops each year, such as may be required for participation in Farm Service Agency programs or for setting crop insurance actual production history yields, and to use measurement methods acceptable for these purposes. Operator agrees, on termination of the lease, to yield prompt possession of the farm to the Owner and to leave the premises in as good condition as before they took possession or to compensate the Owner for damages.
11. **Owner's Duties:** Owner agrees to warrant and defend the Operator's possession against all persons as long as this lease remains in effect. The Owner will promptly pay real property taxes and carry insurance on his/her interest in the property.
12. **Harvested Crop's Aboveground Plants:** Operator does not have the right to take any part of the harvested crop's aboveground plant without the express written permission of the Owner. This includes burning or removing any crop residues from the property.
13. **Transfer of Interest:** The Operator agrees not to lease or sublet any part of the Real Estate nor assign this lease to any other person or entity, nor sublease any or all of the property described herein without prior written permission of the Owner. This lease shall be binding upon the heirs, assignees, or successors in interest of both parties. If the Owner should sell or otherwise transfer title to the Real Estate, the Owner will do so subject to the provisions of this lease.
14. **Changes in Lease Terms:** The conduct, representation, or statement of either party, by act or omission, shall not be construed as a material alteration of this lease until such provision is reduced to writing and executed by both parties as an addendum to this lease.
15. **Right of Entry:** The Owner reserves the right to enter the premises at any time for any reasonable purpose. Upon notice of the lease termination, the Operator agrees to permit the Owner or the Owner's

Owner initials \_\_\_\_ Operator initials \_\_\_\_

lessee or agent to enter the premise to do customary tillage and operations on any land from which the current crops have been harvested.

**16. Owner's Landlord's Lien and Security Interest.** The Operator acknowledges that a statutory Landlord's Lien exists in favor of the Owner. The Operator also grants to the Owner a security interest in, but not limited to, all growing or mature crops on the Real Estate as provided in the Iowa Uniform Commercial Code. The Operator shall sign all documents and financing statements as requested by the Owner to perfect the Owner's security interests.

At Owner's request, the Operator shall provide the Owner a list of potential buyers for the crops grown on the farm. The Operator agrees to deliver and sell such crops only to those buyers listed. The Owner shall deliver a Notice of Security Interest to those buyers and only those buyers listed. The Operator shall not sell such crops to any buyer not listed without first obtaining written consent of the Owner.

**17. Termination upon Default:** If either party defaults in the performance of the existing rental agreement, the non-defaulting party shall serve a notice of default upon the defaulting party. The defaulting party shall have 10 days to cure the default. Failure to cure within the required timeframe shall terminate the lease. If the lease terminates because the Operator failed to pay the rent due, all costs and attorney fees of the Owner to enforce collection or performance shall be added to the obligations payable by the Operator. The Operator shall also be liable for interest on the unpaid rent at the rate of 10% APR.

**18. Other Provisions:**

**19. Arbitration:** Any disputes between the Owner and Operator not covered by this lease may be submitted by either party for arbitration at a reasonable fee by three disinterested persons, one of whom shall be selected by the Owner, one by the Operator, and the third by the previously named two. If and when disputes are submitted, a majority decision of the arbitrators shall be binding upon the parties to the lease.

We agree to the terms and conditions of this lease and we affix our signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Signature of Operator

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Signature of Spouse/Co-Operator

\_\_\_\_\_  
Signature of Spouse/Co-Owner

\_\_\_\_\_  
For (business entity)

\_\_\_\_\_  
By (Owner's Representative)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Telephone

Owner initials \_\_\_\_ Operator initials \_\_\_\_

**RESOLUTION NO. 096 (2023/2024)**

**A RESOLUTION APPROVING THE STORY COUNTY HOUSING TRUST GRANT AGREEMENT FOR OWNER-OCCUPIED HOME REPAIR BETWEEN STORY COUNTY HOUSING TRUST AND CITY OF NEVADA, IA**

**WHEREAS** the City of Nevada, IA ("City") desires to enter into an Agreement with the Story County Housing Trust ("SCHT"); and

**WHEREAS** the City is qualified to receive a Housing Assistance grant from the SCHT and has the necessary ability to manage and apply such funds to eligible costs for affordable housing program operated by the City of Nevada, Iowa; and

**WHEREAS**, the City is launching the Nevada Owner-Occupied Repair Program, for homeowners that are at 80% or below the county-wide median household income to request funds from the program to assist with major repairs that will impact the quality and safety of their homes; and

**WHEREAS** the City agrees to comply with the policies, procedures and rules of the SCHT per the attached Story County Housing Trust Grant agreement, SCHT Contract Number: #2024-06; and

**WHEREAS** the Agreement is for funds in the amount of \$88,000 for approximately ten (10) units at or below 80% Area Median Income;

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

1. The Story County Housing Trust Grant Agreement Contract #2024-06 for the Nevada Owner-Occupied Repair Program is approved.
2. The Mayor is hereby authorized and directed to execute said Agreement on behalf of the City and the City Clerk is authorized to take any other action necessary to effectuate this Agreement.

**Passed and Approved** this 24<sup>th</sup> day of June, 2024.

\_\_\_\_\_  
Brett Barker, Mayor

ATTEST:

\_\_\_\_\_  
Kerin Wright, City Clerk



## Story County Housing Trust Grant Agreement

SCHT Contract Number: #2024-06

### SUMMARY

**GRANT PERIOD:** February 20, 2024 – December 31, 2024

**GRANTEE:** City of Nevada

**CONTACT INFORMATION:**

Jordan Cook, City Administrator  
City of Nevada  
1209 6<sup>th</sup> St  
Nevada, IA 50201

**TOTAL DOLLAR AMOUNT APPROVED FOR GRANT PERIOD:**

<b>Owner-Occupier Repairs:</b>	<b>\$80,000</b>
<b>Technical Services:</b>	<b>\$8,000</b>

**SCHT BOARD APPROVAL DATE:** February 20, 2024

### AGREEMENT

An Agreement between **City of Nevada** as grantee and the **Story County Housing Trust (SCHT)** as grantor.

### WITNESSETH

WHEREAS, City of Nevada is qualified to receive a Housing Assistance grant from the SCHT and has the necessary ability to manage and apply such funds to eligible costs for the affordable housing program operated by the Grantee.

AND, WHEREAS, City of Nevada agrees to comply with the policies, procedures and rules of the SCHT.

NOW, THEREFORE, in mutual consideration of the respective promises and benefits contained herein, the parties agree as follows:

Agreement Effective Date:	<b>02/20/2024</b>
Agreement Expiration Date:	<b>12/31/2024</b>

**Section 1. Scope of Grant Agreement.**

This Agreement is for funds in the amount of **\$88,000** approved by the SCHT Board of Directors on February 20, 2024, for approximately **ten (10)** units at or below 80% Area Median Income (AMI) as published by HUD. Section 13 requires a minimum percentage of the awarded funds to be spent on housing at or below 30% AMI and overrides the applied for and approved

number of units and corresponding AMI. No more than \$8,000 of the award can be used for technical services to implement the owner-occupied home repair program.

**Section 2. Project Description.**

The Grantee agrees to apply all grant proceeds to the approved program tasks as described in the grant Application. A description of the specific program along with allowable costs appears in the SCHAT program Application, which is attached to this Agreement and is incorporated herein by reference as fully set forth. Funds from this grant are to be used for the rehabilitation of approximately **10 owner-occupied units** as described above and in the Application.

**Section 3. Grantee Request for Payments.**

Disbursement of grant proceeds shall be subject to receipt by SCHAT of a Payment Request Form. Form attached as Exhibit B. Invoices corresponding to, supporting, and documenting the request must be included with the Payment Request Form. Disbursements of grant proceeds shall be made on a reimbursable basis, after costs have been incurred by the Grantee. Payments will be made within thirty (30) days of the receipt of the Payment Request.

**Section 4. Program Records**

Grantee will be responsible for the following, tracking and reporting client's usage of SCHAT monies. Demographic reporting corresponding to, supporting, and documenting the request must be completed. Form attached as Exhibit D. Other forms of reporting may be substituted for Exhibit D if the report contains the minimum of the following:

- address of client
- Type(s) of assistance provided
- Demographic information
- Percentage of Area Median Income for the household

Grantee will be responsible for tracking all client assistance provided and will provide reports to SCHAT as required when submitting grant reimbursement Payment Requests. Grantee will maintain an application and proof of third-party verifications of assets and income for all clients.

**Section 5. Withholding of Grant Funds.**

The SCHAT reserves the right to withhold disbursement of grant funds until the conditions of the grant agreement have been fulfilled and the SCHAT has received any or all of the following:

- a. Grantee's progress and performance;
- b. Required permits, licenses or approval actions by governmental agencies;
- c. Invoices, statements, or equivalent documents;
- d. Application, income verification, and asset verification information for each beneficiary

**Section 6. Reimbursement of Recovered Payments**

In the event the grantee recovers payment of costs made on any project for which it receives grant proceeds from the SCHAT, the grantee will remit a portion of the recovered funds to SCHAT. The recovered funds shall be split by SCHAT and the grantee in the same proportion as each party's funds were used in the project. The provisions of this section (a) shall apply to



funds recovered from payments made at any time after the effective date of the Agreement, and (b) shall survive the expiration or earlier termination of the Agreement.

**Section 7. Allowable Costs.**

The grantee agrees that allowable costs are those specified in Section 1 hereof. Costs other than those shown in the Program Budget shall be allowed only by written approval of the Story County Housing Trust.

**Section 8. Grantee Reporting Requirements.**

The Grantee agrees to submit reports and documents at such times and in such form as required by the SCHAT in accordance with the following schedule:

- a. **Status of Funds Report:** Due on the 6 month anniversary of the effective date of this agreement. The report should update the SCHAT on spending progress. Form attached as Exhibit C.
- b. **Payment Request Form:** Form attached as Exhibit B.
- c. **Final Status of Funds Report:** Due thirty (30) days after agreement expiration. Form attached as Exhibit C.

The SCHAT reserves the right to require more frequent submission of reports or to require additional, special reports if the Administrator deems reporting is necessary. All reports should be submitted to: *lyoung@midiowaplanning.org*

**Section 9. Grantee Performance Standards.**

The Grantee certifies that it will satisfy all conditions of this Agreement. In the event that the Grantee does not satisfactorily comply as required in this Agreement, then the funds that are awarded through this Agreement may be subject to disallowance. The maximum amount of funds which may be disallowed due to failure to satisfactorily perform shall be equal to the budgeted costs as described in Section 1 hereof for any period following disallowance.

**Section 10. Grantee Accounts and Records.**

The Grantee shall maintain books, records, documents, and other evidence pertaining to all costs and expenses incurred and revenues received under and in connection with this project and this Agreement to the extent and in such detail as will properly reflect all costs, direct and indirect, of personnel, materials, equipment, supplies, services and other costs and expenses of whatever nature for which payment is claimed under this Agreement.

All such accounts and records in the possession of the Grantee pertaining to this Agreement shall be retained by the Grantee for a period of three (3) years beginning with the date upon which the final report under this Agreement is approved. All records shall be retained beyond this three (3) year period if audit findings have not been resolved within that period.

**Section 11. Inspection and Audit of Grantee Records.**

At any time during normal business hours and as frequently as is deemed necessary, the Grantee shall make available to the SCHAT as administrator for their examination, any and all of its records pertaining to all matters covered by this Agreement, and permit these agencies to audit, examine, make excerpts or transcripts from such records, contracts, invoices, payrolls,

personnel records (consistent with Iowa Code Chapter 22) and all other matters covered by this Agreement.

The Administrator may require that an independent audit of the Grantee's records be performed, at the Grantee's expense, in order to resolve any questions, claims or discrepancies.

**Section 12. Performance by Grantees.**

In order to ensure the timely expenditure of funds by Grantees, the SCHAT requires that by the 6-month anniversary of this agreement the grantee will have drawn down a minimum of 50% of the award amount. If the grantee has not done so, the available amount of funding will be reduced to 50% of the award amount. The SCHAT reserves the right to waive this requirement if substantial completion of projects have been accomplished and the SCHAT is satisfied with the grantee's progress.

**Section 13. Minimum Percentage of Funding Spent on 30% or Less AMI Housing.**

The Iowa Finance Authority requires a minimum amount of funding be spent on housing for households at or below 30% Area Median Income (AMI). In order to ensure compliance with these requirements the SCHAT is requiring that all grantees, including the grantee, spend, at a minimum, 30% of their award amount on housing for households at or below 30% AMI. This requirement overrides any other part of this agreement.

The SCHAT reserves the right to waive this requirement if it is determined that the minimum percentage required by IFA will be met through other means, such as other Grantees providing enough assistance at the 30% AMI threshold that this provision is no longer needed. Any changes to this requirement will be publicly made known to all grantees.

**Section 14. Amendment of this Agreement.**

SCHAT or the Grantee may, during the duration of this Agreement, deem it necessary to make alterations to the provisions and conditions of this Agreement. Any changes to this Agreement which are approved in writing by the SCHAT and the Grantee shall be incorporated herein. The provisions of such amendment shall be in effect as of the date of such amendment unless otherwise specified within such amendment.

**Section 15. Suspension or Termination of this Agreement.**

If the Grantee fails to comply with the conditions of this Agreement, the SCHAT may, after reasonable notice to the Grantee, suspend the Agreement and withhold further disbursement of grant proceeds or prohibit the Grantee from incurring additional obligations to be paid from grant funds pending corrective action by Grantee or a decision by SCHAT to terminate this Agreement.

The SCHAT may terminate this Agreement in whole or in part, at any time, whenever it has determined that the Grantee has failed to comply with the conditions of this Agreement. The Administrator shall notify the Grantee of said determination and the reasons thereof, together with the effective date of the termination. Further, any costs previously paid from grant proceeds, which are subsequently determined to be unallowable through audit or other procedures, shall be returned to the SCHAT within thirty (30) days of such determination and subsequent notice.

Either party may terminate this Agreement in whole or in part when they agree that the continuation of the grant project would fail to produce beneficial results commensurate with the expenditure of funds.

**Section 16. Agreement Coverage.**

This Agreement, the Grantee's Application, the 2024 Funding Application, and any referenced documents contain the entire Agreement between the parties. Any statement inducements or promises not contained herein shall not be binding upon the parties. The Grantee shall not assign this Agreement without prior written authorization from the SCHAT.

If any of the provisions herein shall be in conflict with the laws of the State or shall be declared to be invalid by any court of record in the State, such invalidity shall be construed to effect only such portions of the Agreement and the remainder of the Agreement shall remain in effect and shall be construed as if such invalid or conflicting portion of the Agreement were not contained herein.

**Section 17. Litigation.**

The Grantee agrees to pay the costs and fees of litigation ordered by the court arising from failure of the Grantee to comply with the rules, regulations and conditions of this Agreement or resulting from the negligence of the Grantee. In carrying out the provisions of this agreement or in exercising any power or authority granted to the Grantee hereby, there shall be no liability, personal or otherwise, upon the SCHAT arising out of an act performed by or under the authority of the Grantee.

**Section 18. Designation of Representatives.**

The Board Chair and Administrator of the Story County Housing Trust are the representatives authorized to execute or negotiate any changes in or to this Agreement.

The Grantee's representative authorized to execute or negotiate any changes in or to this Agreement is noted below.

**Story County Housing Trust**

Signed: \_\_\_\_\_  
Amber Corrieri, SCHAT Board Chair

**City of Nevada**

Signed: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit C**  
**STATUS OF FUNDS REPORT**

\_\_\_\_\_ 6-month Report  
\_\_\_\_\_ Final Report  
Agreement Date: 2/20/2023

Grantee: City of Nevada  
Contract Number: 2024-06  
Agreement Amount: \$88,000

(See instructions and add additional sheets if necessary)

- 1. Estimated Completion Date: \_\_\_\_\_
- 2. Amount Spent: \$ \_\_\_\_\_

3. ACTIVITY PROGRESS (Summary of project and status to date.):

4. ASSESSMENT OF PROGRESS:

5. CORRECTIVE ACTIONS REQUIRED (if necessary):

6. Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_

7. Signature: \_\_\_\_\_ Title: \_\_\_\_\_

**Exhibit C - INSTRUCTIONS  
STATUS OF FUNDS REPORT  
GENERAL INSTRUCTIONS**

Please insert required information. This report is to be completed every six months while the agreement is in place. Indicate at the top of the report if it is a 6-month report or the final report.

- 1) ESTIMATED COMPLETION DATE: The expected completion date of your Project.
- 2) AMOUNT SPENT TO DATE: Self explanatory.
- 3) ACTIVITY PROGRESS: Write the steps which have been taken to complete the project. Please include the status of funds expended.
- 4) ASSESSMENT OF PROGRESS: Assess the progress made overall in the activity in achieving your project goal.
- 5) CORRECTIVE ACTIONS REQUIRED: Why you have not or will not be able to stay on schedule, identify the problem encountered and actions being taken to correct the problem. Explain when you will be back on schedule.
- 6) SUBMITTED BY AND DATE: Self explanatory.
- 7) SIGNATURE AND TITLE: Self explanatory.

**Send reports to: [lyoung@midiowaplanning.org](mailto:lyoung@midiowaplanning.org)**

**Exhibit B  
PAYMENT REQUEST FORM**

**Grantee Name and Address:** City of Nevada  
\_\_\_\_\_  
\_\_\_\_\_

**Contract Number:** 2024-06

Pursuant to, and in accordance with, the provisions of the Grant Agreement dated as of February 20, 2024 (the "Agreement"), between the SCHAT and the City of Nevada (the "Grantee"), the SCHAT is hereby requested to pay to the Grantee the sum of \$ \_\_\_\_\_ for reimbursement (include invoices corresponding to, supporting, and documenting the request).

Such amount represents payments for: (please include project description and location):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IT IS HEREBY CERTIFIED THAT:**

- (a) None of the items for which disbursement is requested has been previously paid under this Agreement;
- (b) The obligation with respect to which this disbursement is being requested has been properly incurred in accordance with the Agreement with respect to the Program set forth in the approved SCHAT Grant Application and is a proper charge under the Agreement;
- (c) The Grantee has no notice of, and is not otherwise aware of, any mechanics', materialmen's, laborers', suppliers', vendors' or other liens or rights in respect thereof which should, in accordance with the Agreement, be satisfied or discharged before this disbursement is made, other than those for which appropriate lien waivers are attached to this Payment Request Form.

**AUTHORIZED GRANTEE REPRESENTATIVE:**

Date: \_\_\_\_\_  
Signature \_\_\_\_\_

Send requests to Lucas Young at: [lyoung@midiowaplanning.org](mailto:lyoung@midiowaplanning.org)



# 2024 SCHAT Application for Funding

Applications are due February 9 at 5pm to [lyoung@midlowaplanning.org](mailto:lyoung@midlowaplanning.org)

This application is for communities, organizations, or entities seeking funding to implement affordable housing initiatives in Story County. Please provide as much of the following information as is currently available.

<b>1. Project Title:</b> Nevada Major Improvement Grant	
<b>2. Project Address:</b> City of Nevada, Iowa	
<b>3. Name of Applicant Organization:</b> City of Nevada <b>Contact Person:</b> Jordan Cook, City Administrator <b>Mailing Address:</b> 1209 6th St <b>City/State/Zip:</b> Nevada, Iowa 50201 <b>Phone:</b> 515.382.5466 <b>E-mail:</b> <a href="mailto:jcook@cityofnevadaiaowa.org">jcook@cityofnevadaiaowa.org</a> <b>Website:</b> <a href="http://www.cityofnevadaiaowa.org">www.cityofnevadaiaowa.org</a>	
<b>4. Organizational structure:</b> <input type="checkbox"/> Non-profit entity <input type="checkbox"/> For-profit entity <input checked="" type="checkbox"/> Government <input type="checkbox"/> Other: _____	
<b>5. Amount requested from the SCHAT:</b> \$80,000 <b>Type of funding requested:</b> <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Loan <input type="checkbox"/> Forgivable Loan <b>Can this project move forward at a reduced amount?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>6. Program or Project Type:</b> <input type="checkbox"/> Rental Assistance (max \$2,000 per household, per year) <input type="checkbox"/> Shelter/Transitional Housing <input type="checkbox"/> New Construction <input type="checkbox"/> Conversion of Non-residential Space <input checked="" type="checkbox"/> Owner-occupied Repair (see restrictions on certification page) <input type="checkbox"/> Other: _____	<b>7. Program or Project Beneficiaries:</b> <input checked="" type="checkbox"/> Homeowners <input type="checkbox"/> First-time Homeowners <input type="checkbox"/> Renters <input type="checkbox"/> Protected Group (elderly, disabled, etc.) <input type="checkbox"/> Other: _____
<b>8. Please estimate the beneficiaries and amount of SCHAT funding:</b> Number of households below 30% AMI: <u>0</u> Amount of SCHAT funding: _____ Number of households between 31% and 50% AMI: <u>5</u> Amount of SCHAT funding: <u>\$45,000</u> Number of households between 51% and 80% AMI: <u>5</u> Amount of SCHAT funding: <u>\$45,000</u>	
<b>9. Will property be exempt from property taxes upon project completion?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>10. Current property status:</b> <input type="checkbox"/> Private Owner <input type="checkbox"/> Public Owner <input type="checkbox"/> Non-Profit Owner <input checked="" type="checkbox"/> Owner-Occupied <input type="checkbox"/> Renter-Occupied <input type="checkbox"/> Vacant Structure <input type="checkbox"/> Vacant Lot	



## **NEVADA OWNER-OCCUPIED REPAIR PROGRAM (2024)**

### **11. Project Overview -**

**The City of Nevada would like to launch an owner-occupied repair program targeted at Nevada homeowners that are at 80% or below the county-wide median household income for their household size.**

**We are requesting \$80,000 in SCHTF support matched with \$10,000 of our own funding. Our goal is to assist at least 10 Nevada homeowners with this funding.**

**Our goal is to assist Nevada homeowners that qualify for the support in making the following types of major repairs that will greatly impact the overall quality and safety of their homes.**

**Including but not limited to: Roofs, HVAC, Siding, Electrical, Plumbing.**

### **12. Experience —**

**The City of Nevada contracts for economic development services in partnership with the Nevada Economic Development Commission with the Ames Economic Development Commission (AEDC). If successful in obtaining funding from the SCHTF to launch this program the AEDC will be responsible to oversee the program on behalf of the City as part of their scope of services.**

**A number of the AEDC staff have experience both in serving on trust fund boards and administering successful owner-occupied programs.**

**The AEDC staff assisted the City of Boone and Ogden Legacy with their 2022 and 2023 housing trust awards where they assisted almost 20 homeowners with funding support.**

### **13. Household Qualification Process -**

**Information sessions will be held. A deadline for application will be established. Applicants will be reviewed for completion by the AEDC. A committee of the City Council will score the applications.**

**Approved applicants will be required to provide the AEDC with their most recent tax return, social security documentation if applicable, as well as two recent months of bank statements to verify that they are at or below the 80% of the Median Income for Story County. This information will be held in the permanent files for each applicant at the AEDC offices.**

**Only applications that meet the above income requirement will be approved to proceed with their project and be eligible for funding.**

14. Timeline -

We propose that we follow this schedule for this program. We will offer at least two information sessions upon approval of SCHTF request for citizens of Nevada. Applications must be submitted on or before April 1, 2024; including all documentation needed to complete income verification and project estimates. Our goal would be to notify homeowners of their approval on or before April 15, 2024.

The work on these approved projects must be completed by November 30<sup>th</sup>. Requests for payments along with needed documentation deadline would be December 15, 2024.

We believe that applications will exceed the funding we will have available so that we can utilize all the grant funds and local match on or before December 31, 2024.

15. Proposed Budget & Financing

City of Nevada: \$10,000 (from LMI funds)

Story County Housing Trust Fund (\$80,000)

Nevada homeowners will be responsible for repair costs over approved funding. The max award be applicant will be \$10,000.

Up to 10% of all funds would be used for technical assistance and project management.

16. Acquisition

This project does not include the acquisition of properties.

17 a. For proposed rental projects —

This project does not include rental properties.

17 b. For proposed homeownership projects —

This project does not include homeownership projects.

**Application Certification:**

Applicant hereby certifies with respect to this application and the project for which Story County Housing Trust assistance is requested as follows:

- All information and representations contained in this application and the attachments hereto are true and accurate.
- Applicant will comply with all applicable federal, state, and local laws and regulations in completing and operating the program, including, without limitation, local zoning laws, zoning codes, and Fair Housing Laws.
- Applicant certifies that the funds requested will be used by the applicant only for eligible costs associated with the program.
- Applicant has the ability and capacity to implement the program and has duly committed its own funds to the project, if applicable, as described in the application.
- Applicant (if other than a political subdivision or governmental agency) hereby gives permission to Story County Housing Trust to research applicant's history, make credit checks, contact applicant's financial institution, and perform other related activities necessary for the reasonable evaluation of this application.
- Applicant certifies that they understand that the NOFA, all its requirements, and this application will be incorporated into the Funding Agreement, if approved.
- Applicant understands that information submitted to Story County Housing Trust relating to this application may be public information.
- If submitting for an owner-occupied program, applicant agrees to follow the SCHAT Owner-Occupied Repair Guidelines as outlined here.

Applicant Organization: The City of Nevada

Applicant Name: The City of Nevada

Applicant Signature: J. Cook

FY: Item # 100  
Date: 6/24/24

**RESOLUTION NO. 097 (2023/2024)**

**A RESOLUTION ESTABLISHING FISCAL YEARS 24/25, 25/26 AND 26/27  
SALARY RANGES FOR NON-UNION STAFF**

WHEREAS, the City Council desires to establish Salary Ranges for each Non-Union Position; and

WHEREAS, these Salary Ranges as shown in Exhibit "A" will be evaluated by the City Administrator and staff every three years; and

WHEREAS, any new Non-Union Employee hired after July 1, 2024 will receive a 6-month evaluation and receive a salary adjustment reflecting 50% of the score received and an additional evaluation for the July 1<sup>st</sup> date with a 100% of the score received; and

WHEREAS, it is in the best interest of the City that the recommendations and the attached schedule of Salary Ranges be adopted and implemented beginning with the payroll that includes July 1, 2024; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Nevada, Story County, Iowa, as follows:

1. The Salary Ranges (FY 2024/2025, 2025/2026, and FY 2026/2027) for the Non-Union positions attached hereto and marked Exhibit "A" is hereby adopted, and the same shall supersede any and all salary ranges previously established. The City Administrator is hereby directed to implement the said Salary Ranges for the positions effective the payroll including July 1, 2024 for FY 2024/2025 July 1, 2025 for FY 2025/2026, and July 1, 2026 for FY 2026/2027.

Passed and approved this 24<sup>th</sup> day of June, 2024.

\_\_\_\_\_  
Brett Barker, Mayor

ATTEST:

\_\_\_\_\_  
Kerin Wright, City Clerk

Council Approved the following Minimum/Maximum Wage Ranges by Resolution No. \_\_\_\_\_

POSITION	FY2024/2025	Min Range	Max Range
City Administrator		57.44	76.61
Public Safety Director/Police Chief		45.10	60.03
Public Works Director, Police Chief (only)		41.96	55.95
Finance Director/City Clerk		39.39	52.54
Fire Chief, Lieutenant		37.50	49.90
Park and Recreation Director		35.13	46.86
Library Director		32.02	45.95
Sergeant		33.15	44.12
Street Supervisor, Wastewater Supervisor, Water Supervisor		32.16	42.89
Building & Zoning Official		29.35	39.14
Deputy City Clerk, Asst Parks & Rec Director, Asst Library Director		26.99	35.99
Accountant, Youth Librarian, Police Clerk II		22.43	29.91
Comm Service Officer, Utility Clerk, Dev & Comm Specialist, Program Asst, Assoc Librarian II, Police Clerk I, Asst Youth Librarian		21.21	28.29
Assoc Librarian I		17.12	22.84
Office Clerk-Part Time		15.00	17.37

POSITION	FY2025/2026	Min Range	Max Range
City Administrator		58.59	78.14
Public Safety Director/Police Chief		46.00	61.23
Public Works Director, Police Chief (only)		42.80	57.07
Finance Director/City Clerk		40.18	53.59
Fire Chief, Lieutenant		38.25	50.90
Park and Recreation Director		35.84	47.80
Library Director		32.66	46.87
Sergeant		33.81	45.00
Street Supervisor, Wastewater Supervisor, Water Supervisor		32.81	43.75
Building & Zoning Official		29.94	39.93
Deputy City Clerk, Asst Parks & Rec Director, Asst Library Director		27.53	36.71
Accountant, Youth Librarian, Police Clerk II		22.88	30.51
Comm Service Officer, Utility Clerk, Dev & Comm Specialist, Program Asst, Assoc Librarian II, Police Clerk I, Asst Youth Librarian		21.64	28.85
Assoc Librarian I		17.46	23.29
Office Clerk-Part Time		15.30	17.72

POSITION	FY2026/2027	Min Range	Max Range
City Administrator		59.76	79.71
Public Safety Director/Police Chief		46.92	62.45
Public Works Director, Police Chief (only)		43.65	58.21
Finance Director/City Clerk		40.98	54.66
Fire Chief, Lieutenant		39.01	51.92
Park and Recreation Director		36.55	48.75
Library Director		33.31	47.81
Sergeant		34.49	45.90
Street Supervisor, Wastewater Supervisor, Water Supervisor		33.46	44.62
Building & Zoning Official		30.54	40.73
Deputy City Clerk, Asst Parks & Rec Director, Asst Library Director		28.09	37.45
Accountant, Youth Librarian, Police Clerk II		23.34	31.12
Comm Service Officer, Utility Clerk, Dev & Comm Specialist, Program Asst, Assoc Librarian II, Police Clerk I, Asst Youth Librarian		22.07	29.43
Assoc Librarian I		17.81	23.76
Office Clerk-Part Time		15.61	18.07

D Item # 10E  
Date: 6/24/24

## COUNCIL ACTION FORM

### AGENDA ITEM: Approve HMA Overlay on S14

#### **HISTORY:**

Story County is starting an overlay project on S14 south of Highway 30 on Wednesday, June 19<sup>th</sup>. The County project will start at the south city limits line and continue south for roughly nine miles. This will leave approximately 200' of existing City asphalt after their project is complete that would not have overlay. After talking with Manatt's it would cost \$14,113.45 to do the City's portion of road simultaneously. No other bids were solicited as Manatt's was awarded the County project.

#### **STAFF'S RECOMMENDED ACTION:**

Therefore, City Administrator recommends that Council approves Manatt's bid of \$14,113.45 for 1.5" HMA Overlay on S14 Extension.



2120 E 13th Street  
 Ames, IA 50010  
 (515) 233-2005  
 www.manatts.com

<b>To:</b> City Of Nevada	<b>Contact:</b>
<b>Address:</b> 1209 6th St Nevada, IA 50201	<b>Phone:</b>
	<b>Fax:</b>
<b>Project Name:</b> Nevada S14 Extension	<b>Bid Number:</b>
<b>Project Location:</b>	<b>Bid Date:</b> 6/18/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	1.5" HMA Overlay	1.00	LS	\$14,113.45	\$14,113.45


**Total Bid Price:** \$14,113.45

**Notes:**

- Excludes permits, bonds, and dues.
- Price includes labor and material to mill butt cut at header, install 1.5" of asphalt on mainline, apply shoulder rock to asphalt surface elevation, and mill and install fillet at business entrances. Traffic control, flaggers, pilot car, and pavement markings are included.
- Billing to be based on measurements taken after completion of the work.
- Prices are good for 20 days.
- Please call me at (515) 450-0026 if you have any questions. Scott Johnson

**Payment Terms:**

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner

<p><b>ACCEPTED:</b>          The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b>  <b>Manatt's, Inc.</b></p> <p><b>Authorized Signature:</b> </p> <p><b>Estimator:</b> Scott Johnson          (515) 233-2005 scottj@manatts.com</p>
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**RESOLUTION NO. 098 (2023/2024)**

**A RESOLUTION APPROVING THE AGREEMENT TO PAY USER INCREASE IN WASTEWATER COST**

**WHEREAS** the City of Nevada, Iowa (“City”) desires to enter into an agreement with Burke Marketing Corporation (“Burke”); and

**WHEREAS** the City constructed a new wastewater treatment plant to align with IDNR’s Nutrient Reduction Strategy requirements and Burke’s capacity and load requests; and

**WHEREAS**, the City borrowed funds by issuing indebtedness through the State Revolving Fund (“SRF”) in order to finance the construction, furnishing and equipping of the new Treatment Plant; and

**WHEREAS** the City and Burke have been in negotiations to reach a wastewater agreement for their capacity and load request since the plant was designed in 2019;

**WHEREAS** on November 27, 2023 the City passed and approved Ordinance No. 1047 (2023/2024) to amend code §99.06(3), increasing the monthly construction fee from \$8.00 to \$53.00 to begin with the July 2024 customer billing to demonstrate that rates were in place to repay the SRF loans; and

**WHEREAS** it was intended that the City would reach an agreement with Burke for wastewater treatment and have a new ordinance in place to decrease the construction fee prior to July 1, 2024; and

**WHEREAS** as an agreement has not been reached, Burke has agreed to pay the increase of the construction fee for one month instead of applying it all customers, per the attached agreement; and

**WHEREAS** Burke will receive a credit for this payment as part of the parties’ Wastewater Treatment Agreement.

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

1. The attached One-Month Agreement to Pay Wastewater Cost for the increase in the construction fee from Ordinance No. 1047, is approved.
2. The Mayor is hereby authorized and directed to execute said Agreement on behalf of the City and the City Clerk is authorized to take any other action necessary to effectuate this Agreement.

**Passed and Approved** this 24<sup>th</sup> day of June, 2024.

\_\_\_\_\_  
Brett Barker, Mayor

ATTEST:

\_\_\_\_\_  
Kerin Wright, City Clerk



## ONE-MONTH AGREEMENT TO PAY WASTEWATER COST

THIS AGREEMENT, effective this \_\_\_\_ day of June 2024, is made by and between the City of Nevada, Iowa, a municipal corporation (hereinafter designated as the "City") and Burke Marketing Corporation (hereinafter designated as the "Burke") (collectively, the "Parties").

WHEREAS, in April 2017 the City received a renewed NPDES permit that included nutrient removal requirements causing the City to begin a facility planning process for a new wastewater treatment plant and related infrastructure (the "Treatment Plant") and site acquisition to conform to the new IDNR limits; and

WHEREAS, the City and Burke negotiated and entered into a development agreement on August 13, 2020 (the "Development Agreement"), specifying that Burke would build a \$150 million plant in the City (the "Burke Project"), employ a certain number of employees and pay a share of the cost of the new Treatment Plant ("Cost Share") if the City would do certain things including incorporating Burke's increased expansion into the new Treatment Plant and entering into a new wastewater treatment agreement (the "Wastewater Treatment Agreement") between the Parties; and

WHEREAS, the City borrowed funds by issuing indebtedness through the State Revolving Fund ("SRF") in order to finance the construction, furnishing and equipping of the Treatment Plant; and

WHEREAS, the SRF loans required the City demonstrate that rates were in place to repay the SRF loans when the Treatment Plant was completed; and

WHEREAS, in November 2023, the City amended Nevada Municipal Code §99.06(3) to assess a monthly construction fee in the amount of \$53.00 to all wastewater users, to begin with June 2024 meter readings, payable by customers beginning July 2024 to cover the SRF loan requirement; and

WHEREAS, the Parties have been working towards a Wastewater Treatment Agreement, the terms of that agreement have not yet been finalized; and

WHEREAS, the Parties have decided that it is currently in their best interests to continue discussions in an effort to reach a potential resolution and agreement.

NOW, THEREFORE, it is agreed by the City and the Burke as follows:

1. Purpose. The purpose of this Agreement is to provide the Parties with additional time to negotiate the final Cost Share, rate structure and other contractual terms in order that a Wastewater Treatment Agreement can be finalized between the Parties.
2. User Increase. On or about November 27, 2023, the City Council of the City of Nevada, Iowa amended Municipal Code § 99.06(3) to assess a monthly construction fee in the amount of \$53.00 to all the City's wastewater account holders to cover the SRF loan requirement. The \$53.00 monthly construction fee is set to begin with the June 2024 meter readings and to appear on the July 2024 billing statements. Prior to this amendment, the monthly construction fee was \$8.00

for each wastewater account holder.

3. Burke Payment. Burke agrees to make a one-time payment of \$127,800.00, which amount shall be billed to Burke as a separate line item on its wastewater bill and payable within thirty (30) days of the invoice ("Burke Payment"). This \$127,800.00 payment represents the approximate total additional monthly construction fee that would be paid by all wastewater account holders if the City charged the \$53.00 monthly construction fee assessed by the November 2023 amendment. The City agrees that it shall charge other account holders only the \$8.00 monthly construction fee for the June 2024 meter readings.

4. Credit. The Development Agreement provides that Burke will pay a Cost Share of the new Treatment Plant and the parties agree that the Burke Payment (referenced above in paragraph 3) shall be credited against the final Cost Share owed by Burke once the Cost Share amount has been agreed to and documented in the Wastewater Treatment Agreement.

5. No Waiver. This Agreement does not waive and does not release any claim, counterclaim, objection, or right, whether arising by contract, statute, common law or otherwise, that Burke has or may have in the future against the City, its departments, subdivisions, representatives, agents, or employees. This Agreement is not a concession or admission by Burke regarding the reasonableness or legality of any rate structure for wastewater services, monthly construction fee or Cost Share. The Parties have entered this Agreement solely for the purposes providing additional time to negotiate and finalize a Wastewater Treatment Agreement.

6. Counterparts. This Agreement may be executed in one or more counterparts each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronic mail transmission (e.g., in .PDF format) will constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or electronic mail (e.g., in .PDF format) will be deemed to be their original signatures for any purpose whatsoever.

7. Miscellaneous. The City and Burke warrant that each has right, title and authority to enter into this Agreement. This Agreement may not be amended, changed or modified unless the amendment, change or modification is in writing and signed by both parties. This Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns, except as herein limited. This Agreement shall be governed by the laws of the State of Iowa.

{Signature Page to Follow}

IN WITNESS WHEREOF, the City and Burke have duly executed this Agreement as of the date first above.

**CITY OF NEVADA, IOWA**

**ATTEST:**

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_

**BURKE MARKETING CORPORATION ATTEST:**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

**DRAFT**

# City Administrators Report

June 5-20, 2024

## CDBG

Emily and I met with the Architect to go over the next steps. He has been talking with business owners still interested and believes they have a good sense of what businesses are interested in the first phase of the Façade program. We are getting closer but this program does not open until October, we have time to get everything lined up.

## Honor Wall

Tim, Emily, and I met with Dakota from the High School. He wants to bring the Honor Wall to Nevada, a mobile memorial of the Vietnam Wall in Washington DC. We have two locations that would be a good fit to submit. We have tasked Dakota with figuring out the volunteer and fundraising side of the project. There is a requirement of 150 volunteers with a bulk of volunteers helping to set up the wall on a Tuesday and then to tear down on Sunday. The time frame of the wall if we are awarded would be sometime in 2025.

## Overpass Trail Connection

Tim submitted the grant to Story County to make the connection from the north side of the overpass to 8<sup>th</sup> street trailhead. We will wait and find out if we receive the grant.

## School Zones

3<sup>rd</sup> reading on Monday.

## AV System Council Chambers

We have everything ordered on our end. They will start the install the week after July 4<sup>th</sup> so I anticipate the new av system will be in place by the last council meeting in July.

## Water and Wastewater

We have hired someone for the street position, they are an internal transfer so we will be accepting applications for the water department. We will be starting the Wastewater application soon; we have already had some interest even though it has not been posted.

## G and H avenue

Some other changes to the project have taken place. We will be moving a line 4ft north to avoid any future issues as the storm and sewer overlap; adding 244' of collector lines to minimize water runoff issues we had in the past.

## Old Site

Working on figuring out a master plan for this whole site. Not sure what is in store but would be nice to have some ideas on the hill that would mimic the dark park in a way. We will need to start getting bids on the old plant demolition soon but do not want to start too soon.

## Storage containers

This will be on the July meeting. I plan on having a copy for the council's review on Monday.

## Land Contracts

Both contracts will be on this agenda to approve. One contract is the existing contract that is in place from the previous owner and the other is on the south portion of our well field on the contractor you approved in April.

## MONTHLY/WEEKLY STANDING MEETINGS

Mainstreet

NEDC

Wastewater progress meetings



## STAFF MEETING AGENDA

June 17, 2024

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### A. Old Business

- a. City Administrator
  - i. July 8<sup>th</sup> Council meeting
  - ii. Geotabs
  - iii. Hotel
  - iv. Vietnam Wall
  - v. Street Projects
  - vi. Way finding signs
  - vii. Transportation Funds
  - viii. Trails
  - ix. Streets projects

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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

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June 18, 2024

TO: Mayor - City Council Members  
City Administrator Jordan Cook

FROM: Kerin Wright, City Clerk

Staff is preparing for fiscal year end. Monitoring the budget and preparing the roll over into the new year.

We received our IMWCA (Work Comp) estimate of \$42,243 for FY2024/2025. Staff does an excellent job of reviewing the safety protocols and keeping everyone safe. At the beginning of the fiscal year we estimate what the salaries are for the year and after the fiscal year is completed a payroll audit is completed to find our true compensation coverage.

Staff met with Melissa Johnson at MIC Insurance to discuss our options in regards to the new 2% Deductible per building for Wind and Hail events instituted by ICAP during this fiscal year. This 2% deductible only applies when there has been a Wind/Hail event and it has been designated a catastrophe by the Insurance Services Office (ISO) within the hail/wind storm family. We could take a few of the higher valued buildings and buy down the deductible just on those buildings. The insurance world is changing rapidly and frequent weather events are attributed to those changes. One of the ideas that I believe we should look into is starting a Property Insurance Fund. We would put reserves in a fund and each year add to the fund until it holds the 2% per building that might be needed in an ISO rated event. When the city had a loss it would be used for the higher deductibles.

Kerin Wright  
City Clerk/Finance Director