



AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, JUNE 23, 2025 – 6:00 P.M.
NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6TH STREET

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

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

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

Webinar ID: 851 5957 2027 Password: 287321

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

Please call City Hall at 515-382-5466 or email kwright@cityofnevadaiaowa.org by 4:00 p.m. **Monday, June 23, 2025**

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. Approval of CONSENT AGENDA (Any item on the Consent Agenda may be removed for separate consideration.)
 - A. Approve Minutes of the Regular Meeting held on June 9, 2025
 - B. Approve Corrected Checks numbers 88409-88454 (See Exhibit A) from June 9, 2025 Claims List
 - C. Approve Payment of Cash Disbursements, including Check Numbers 88455-88547 and Electronic Numbers 1944-1948 & 2002-2011 (Inclusive) Totaling \$419,974.46 (See attached lists, Exhibit B)

- D. Authorize Payment of \$33,292 to Iowa Municipal Workers Compensation Association for FY 2025/2026 Insurance after July 1, 2025
- E. Authorize Payment of \$417,008 to Iowa Communities Assurance Pool and Cyber Insurance for \$13,695 to CFC for FY2025/2026 Insurance after July 1, 2025
- F. Approve updated Library Clerk Lead Job Description from Library
- G. Approve City/School Facility Use Agreement
- H. Approve Renewal of Class E Retail Alcohol License for Casey's Marketing Company d/b/a/ Casey's, 1136 Lincoln Hwy, Effective July 1, 2025
- I. Approve Renewal of Class B Retail Alcohol License for Dolgencorp, LLC d/b/a Dollar General Store #30415, 115 West Lincoln Highway, Effective August 16, 2025
- J. 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 – Dollar General Store, #30415 115 W Lincoln Highway
 - 7. Renewal – Hy-Vee Dollar Fresh Market, 1622 Fawcett Parkway
 - 8. Renewal – Sundown Liquor & Groceries, 731 Lincoln Highway

6. MAYOR'S RE-APPOINTMENTS

- A. Board of Adjustment – Adam Egeland
- B. Park Board
 - 1. Mark Cahill
 - 2. Deb Parker
- C. Library Board
 - 1. Theresa Presley
 - 2. Allison Severson
- D. Public Arts Advisory Commission
 - 1. Dylan Jacobson
 - 2. Jan Gammon
 - 3. Melinda Buyck

7. **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

8. OLD BUSINESS

- A. Ordinance No. 1067 (2024/2025): An Ordinance Amending Chapter 62 (General Traffic Regulations) of the City Code to Prohibit the use of Engine and Compression Brakes within the City Limits of Nevada, third and final reading
- B. Resolution No. 102 (2024/2025): Resolution Accepting the Platted Easements and Warranty Deed for Northview Plat 1

- C. Discussion and Appropriate Follow-up Regarding Repainting North Downtown Light Poles
- D. Resolution No. 103 (2024/2025): A Resolution Approving the Contract Documents for Community Development Block Grant Program, 25-DTR-004 Downtown Revitalization

9. NEW BUSINESS

- A. Approve Window Replacement – SCORE Pavilion
- B. Resolution No. 104 (2024/2025): Resolution Regarding City of Ames Voluntary Annexation
- C. Resolution No. 105 (2024/2025): A Resolution Approving Water Resource Restoration Sponsored Project Performance Agreement
- D. Resolution No. 106 (2024/2025): Resolution to fix a date for a public hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed \$3,000.000
- E. Approve Neighborhood Improvement Incentive Program Application from Flummerfelt Homes for Sunridge Estates in the amount of \$15,000.00
- F. Discussion and Appropriate Follow Up regarding request from Story County Fair Board to hold a concert on Billy Sunday Field on Saturday, July 19th

G. Approve Professional Services Agreement with WHKS & Co., for Municipal Engineering Services

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

11. ADJOURN

The agenda was posted on the official bulletin board on June 19, 2025, *Reposted June 20, 2025, 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
MONDAY, JUNE 23, 2025 – 6:00 P.M.

8. OLD BUSINESS

- A. Ordinance No. 1067 (2024/2025): An Ordinance Amending Chapter 62 (General Traffic Regulations) of the City Code to Prohibit the use of Engine, Compression, Air Brakes within the City Limits of Nevada, third and final reading.
Enclosed you shall find the final reading of Ordinance 1067.
- B. Resolution No. 102 (2024/2025): Resolution Accepting the Platted Easements and Warranty Deed for Northview Plat 1
Enclosed you shall find the resolution along with the warranty deed and other documents needed to record with Story County.
- C. Discussion and Appropriate Follow-up Regarding Repainting North Downtown Light Poles
Enclosed you shall find an action form and RFP for updates to the existing light poles on 6th Street.
- D. Resolution No. 103 (2024/2025): A Resolution Approving the Contract Documents for Community Development Block Grant Program, 25-DTR-004 Downtown Revitalization
Enclosed you shall find supporting documents for the CDBG Downtown Façade Project that needs council approval.

9. NEW BUSINESS

- A. Approve Window Replacement – SCORE Pavilion
Enclosed you shall find the action form and quotes to replace the windows at the Pavilion.
- B. Resolution No. 104 (2024/2025): Resolution Regarding City of Ames Voluntary Annexation
Enclosed you shall find the resolution and annexation documents.
- C. Resolution No. 105 (2024/2025): A Resolution Approving Water Resource Restoration Sponsored Project Performance Agreement
Enclosed you shall find the resolution and agreement for approval.
- D. Resolution No. 106 (2024/2025): Resolution to fix a date for a public hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed \$3,000,000
Enclosed you shall find the resolution to set the public hearing on the proposal to enter into the Sewer Revenue Loan and Disbursement Agreement in connection with the SRF Sponsored Projects A, B, C, and D.
- E. Approve Neighborhood Improvement Incentive Program Application from Flummerfelt Homes for Sunridge Estates in the amount of \$15,000.00
Enclosed you shall find the recommendation from Building and Zoning Official Hutton.

- F. Discussion and Appropriate Follow Up regarding request from Story County Fair Board to hold a concert on Billy Sunday Field on Saturday, July 19th
Enclosed you shall find an email request from the Story County Fair Board and an email Chain between Park & Rec Director and the Public Safety Director. One of the Fair Board Members will be at the meeting to answer questions.

Item # 4A
Date: 6/23/25

City of Nevada
1209 6th Street
Nevada, IA 50201

ICAP-Iowa Communities Assurance Pool
Member #324
Effective 7/1/2025-7/1/2026
IMWCA Renewal 7/1/2025-7/1/2026

	2025-2026 Term	2024-2025 Term	\$ Change	% Change
Property	\$250,451	\$214,841	\$35,610	16.6%
General Liability	\$67,587	\$67,587	\$0	0.0%
Police Professional Liability	\$7,337	\$6,987	\$350	5.0%
Public Officials Wrongful Acts	\$9,868	\$9,398	\$470	5.0%
Vehicles	\$32,650	\$33,890	(\$1,240)	-3.7%
Automobile Liability	\$14,500	\$13,809	\$691	5.0%
Excess Liability	\$33,029	\$31,456	\$1,573	5.0%
Bond	\$1,586	\$1,540	\$46	3.0%
Cyber with CFC	\$13,695	\$13,590	\$105	0.8%
TOTAL	\$430,703	\$393,098	\$37,605	9.6%
2025 Credit Voucher	\$0	\$0		
TOTAL With Credit Voucher	\$430,703	\$393,098	\$37,605	9.6%

Workers Compensation \$33,292 \$42,243 (\$8,951) -21.2%

	2025-2026 Term	2024-2025 Term	\$ Change	% Change
PROPERTY-2% Wind & Hail Ded.	\$250,451	\$214,841	\$35,610	16.6%
Deductible	\$5,000	\$5,000	\$0	0.0%
Total Insured Value	\$111,559,207	\$95,697,441	\$15,861,766	16.6%
Property Coverage Extension	Included	Included	XX	XX
Buildings	\$101,409,200	\$85,718,593	\$15,690,607	18.3%
Personal Property	\$4,026,476	\$3,953,741	\$72,735	1.8%
Misc. Property Scheduled	\$3,979,434	\$3,598,552	\$380,882	10.6%
Misc. Property Unscheduled	\$2,144,096	\$2,426,555	(\$282,459)	-11.6%

	2025-2026 Term	2024-2025 Term	\$ Change	% Change
GENERAL LIABILITY	\$67,587	\$67,587	\$0	0.0%
Limit of Coverage	\$2,000,000	\$2,000,000	\$0	0.0%

	2025-2026 Term	2024-2025 Term	\$ Change	% Change
POLICE PROFESSIONAL LIABILITY	\$7,337	\$6,987	\$350	5.0%
Limit of Coverage	\$2,000,000	\$2,000,000	\$0	0.0%

	2025-2026 Term	2024-2025 Term	\$ Change	% Change
PUBLIC OFFICIALS WRONGFUL ACTS	\$9,868	\$9,398	\$470	5.0%
Limit of Coverage	\$2,000,000	\$2,000,000	\$0	0.0%

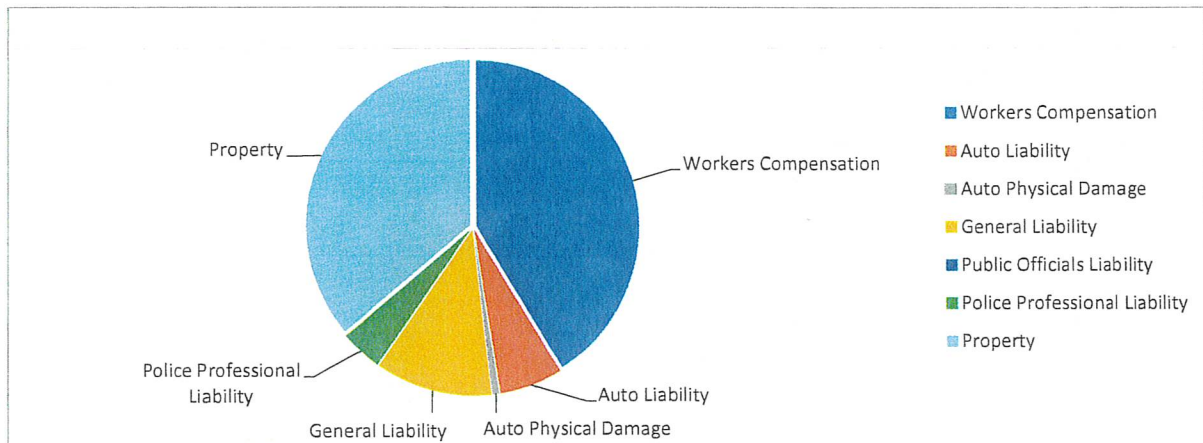
	2025-2026 Term	2024-2025 Term	\$ Change	% Change
AUTOMOBILE	\$47,150	\$47,699	(\$549)	-1.2%
Vehicles	\$3,660,699	\$3,799,671	(\$138,972)	-3.7%
Automobile Liability	\$2,000,000	\$2,000,000	\$0	0.0%
Comprehensive Deductible	\$1,000	\$1,000	\$0	0.0%
Collision Deductible	\$2,000	\$2,000	\$0	0.0%

	2025-2026 Term	2024-2025 Term	\$ Change	% Change
EXCESS LIABILITY	\$33,029	\$31,456	\$1,573	5.0%
Limit of Coverage	\$8,000,000	\$8,000,000	\$0	0.0%

	2025-2026 Term	2024-2025 Term	\$ Change	% Change
WORKERS COMPENSATION	\$33,292	\$42,243	(\$8,951)	-21.2%
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%
PAYROLL	\$3,611,304	\$3,552,254	\$59,050	1.7%
Experience Modification Factor	\$1	\$1	\$0	XX
Longevity Credit	\$5,916	\$6,012	(\$96)	-1.6%
Loss Experience Credit	\$18,488	\$17,787	\$701	3.9%
Large Premium Discount	\$8,135	\$8,266	(\$131)	-1.6%

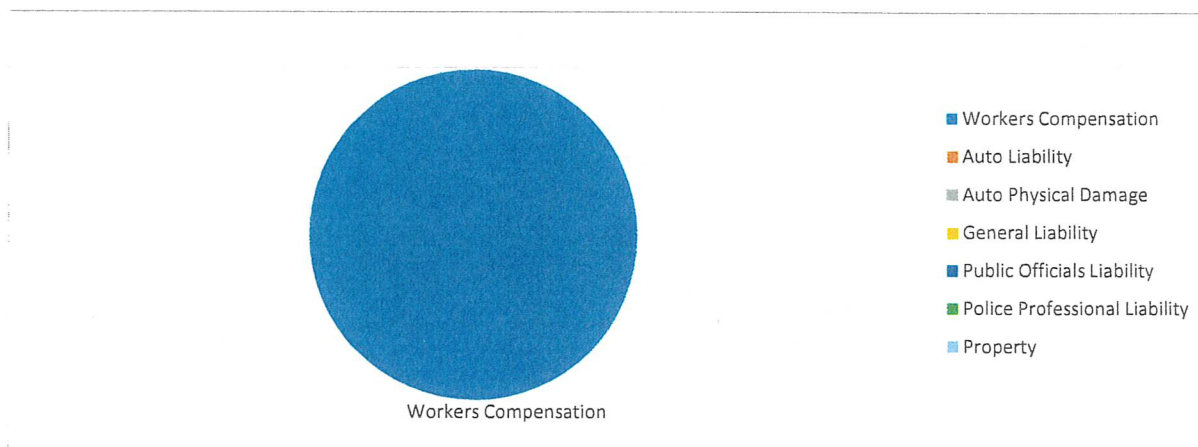
	2025-2026 Term	2024-2025 Term	\$ Change	% Change
CYBER	\$13,695	\$13,590	\$105	0.8%
Limit of Coverage	\$1,000,000	\$1,000,000	\$0	0.0%
Deductible	\$15,000	\$15,000	\$0	0.0%

Loss Experience Breakdown - 5 Years



Line of Business	Number of Losses	Paid
Workers Compensation	24	\$44,766
General Liability	8	\$12,541
Auto Liability	1	\$6,767
Auto Physical Damage	6	\$746
Police Professional Liability	1	\$4,546
Public Officials Liability	0	\$0
Property	13	\$39,157
Total	53	\$108,523

Loss Experience Breakdown - Prior Year



Line of Business	Number of Losses	Paid
Workers Compensation	2	\$19,070
General Liability	0	\$0
Auto Liability	0	\$0
Auto Physical Damage	0	\$0
Police Professional Liability	0	\$0
Public Officials Liability	0	\$0
Property	0	\$0
Total	2	\$19,070

NEVADA CITY COUNCIL – MONDAY, JUNE 9, 2025 6:00 P.M.

1. CALL TO ORDER

The City Council of the City of Nevada, Iowa, met for a meeting in the Council Chambers of Nevada City Hall located at 1209 6th Street, Nevada, Iowa. Mayor Ryan Condon, convened the meeting at 6:00 p.m. on Monday, June 9, 2025, 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: Luke Spence, Henry Corbin, Jason Sampson, Steve Skaggs, Sandy Ehrig. Absent: Dane Nealson.

Staff Present: Erin Clanton, Jordan Cook, Kerin Wright, Erin Mousel, Brandon Mickelson, Ray Reynolds, Marlys Barker, Sean Seymour, Tim Hansen.

Also in attendance were: Derek Thomas, Jim Samuelson, Mick Samuelson, Teresa Wheelock, Melissa Muschick, Louie Lang.

3. APPROVAL OF AGENDA

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

4. PUBLIC HEARING(S)

A. Oak Park Estates Trail

1. Public Hearing on proposed plans, specifications, form of contract and estimate of cost for the Oak Park Estates Trail

At 6:02 p.m. Mayor Condon announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **May 22, 2025**. The public hearing is **for Oak Park Estates Trail**.

There were **no written or oral objections** to the aforementioned recommendation. Public hearing closed at 6:02 p.m.

2. Resolution No. 098 (2024/2025): A Resolution finally approving and confirming plans, specifications, form of contract and estimate of cost for the Oak Park Estates

Motion by Steve Skaggs, seconded by Luke Spence, to **adopt Resolution No. 098 (2024/2025)**. After due consideration and discussion the roll was called. Aye: Skaggs, Spence, Corbin, Sampson, Ehrig. Nay: None. The Mayor declared the motion carried.

3. Consideration of bids for Oak Park Estates Trail

4. Resolution No. 099 (2024/2025): Resolution awarding contract for the Oak Park Estates Trail

Motion by Henry Corbin, seconded by Sandy Ehrig, to **adopt Resolution No. 099 (2024/2025)**. After due consideration and discussion the roll was called. Aye: Corbin, Ehrig, Spence, Sampson, Skaggs. Nay: None. The Mayor declared the motion carried.

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

Motion by Luke Spence, seconded by Jason Sampson, to **approve the following consent agenda items:**

- A. Approve Minutes of the Regular Meeting held on May 27, 2025
- B. Approve Payment of Cash Disbursements, including Check Numbers 88,378-88,442 and Electronic Numbers 1935-2001 (Inclusive) Totaling \$374,007.41 (See attached list); the First Interstate Card Purchases for the June 19, 2025 Statement, total \$5,755.99; and the Sam's Club Card Purchases for the June 22, 2025 Statement, total \$1,535.48
- C. Probationary Firefighter: Avery Keenan

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

6. OLD BUSINESS

- A. Ordinance No. 1067 (2024/2025): An Ordinance Amending Chapter 62 (General Traffic Regulations) of the City Code to Prohibit the use of Engine and Compression Brakes within the City Limits of Nevada, second reading

Motion by Jason Sampson, seconded by Luke Spence, to **approve Ordinance No. 1067 (2024/2025), second reading**. After due consideration and discussion the roll was called. Aye: Sampson, Spence, Corbin, Skaggs, Ehrig. Nay: None. The Mayor declared the motion carried.

- B. SRF Sponsored Project – Harrington Park (Project C), Grading Phase
- a. Resolution No. 100 (2024/2025): A Resolution Accepting the SRF Sponsored Project – Harrington Park (Project C), Grading Phase as Complete

Motion by Sandy Ehrig, seconded by Henry Corbin, to **adopt Resolution No. 100 (2024/2025)**. After due consideration and discussion the roll was called. Aye: Ehrig, Corbin, Sampson, Skaggs, Spence. Nay: None. The Mayor declared the motion carried.

- b. Approve Change Order No. 4, a reduction in the amount of (\$3,939.68)

Motion by Jason Sampson, seconded by Steve Skaggs, to **approve Change Order No. 4 for SRF Sponsored Project – Harrington Park (Project C), Grading Phase from Con-Struct, Inc., a reduction in the amount of (\$3,939.68)**. After due consideration and discussion the roll was called. Aye: Sampson, Skaggs, Ehrig, Spence, Corbin. Nay: None. The Mayor declared the motion carried.

- c. Approve Pay Request No. 6 in the amount of \$19,362.06, this includes release of retainage for payment

Motion by Luke Spence, seconded by Sandy Ehrig, to approve Pay Request No. 6 for SRF Sponsored Project – Harrington Park (Project C), Grading Phase from Construct, Inc. in the amount of \$19,362.06, this includes release of retainage for payment. After due consideration and discussion the roll was called. Aye: Spence, Ehrig, Corbin, Sampson, Skaggs. Nay: None. The Mayor declared the motion carried.

- C. Approve Pay Request No. 37 for WWTF Improvements – Phase 3 from Boomerang Corp. in the amount of \$0.00

Motion by Henry Corbin, seconded by Jason Sampson, to approve Pay Request No. 37 for WWTF Improvements – Phase 3 from Boomerang Corp. in the amount of \$0.00. After due consideration and discussion the roll was called. Aye: Corbin, Sampson, Skaggs, Ehrig, Spence. Nay: None. The Mayor declared the motion carried.

- D. Discussion and Appropriate Follow-up Regarding Benches and Street Lights for North 6th Street Downtown District

No action was taken. Staff will gather additional information to bring before Council.

7. NEW BUSINESS

- A. Resolution No. 101 (2024/2025): A Resolution of the City of Nevada in Support of the Central Iowa Regional Transportation Planning Alliance Multijurisdictional Application to the U.S. Department of Transportation's Safe Streets and Roads for All (SS4A) Grant Program

Motion by Jason Sampson, seconded by Henry Corbin, to adopt Resolution No. 101 (2024/2025). After due consideration and discussion the roll was called. Aye: Sampson, Corbin, Skaggs, Ehrig, Spence. Nay: None. The Mayor declared the motion carried.

8. ADJOURNMENT

There being no further business to come before the meeting, motion by Sandy Ehrig, seconded by Jason Sampson, to adjourn the meeting. Following voice vote, the Mayor declared the motion carried at 6:35 p.m. the meeting adjourned.

Ryan Condon, Mayor

ATTEST:

Kerin Wright, City Clerk

Published: _____

Council Approved: _____

Exhibit "A"

CITY OF NEVADA, REVISED CHECK NUMBERS FROM CLAIMS REPORT FROM 6/09/2025

Item # 5B
Date: 10/23/25

PREVIOUS CK Number	New Check Number	Payee	Check Amount	Description
	1935 No chg	IPERS	60,927.72	PROTECTIVE IPER
	1936 No chg	TREASURER STATE OF IOWA	9,265.35	STATE TAX
	1937 No chg	EFTPS	31,531.08	FED/FICA TAX
	1938 No chg	RELIANCE STANDARD	896.70	RELIANCE
	1939 No chg	CORNISH, DEVIN	50.00	HSA
	2000 No chg	TREASURER STATE OF IOWA	11,096.18	SALES TAX 5/2025
	2001 No chg	TREASURER STATE OF IOWA	9,205.61	WET 5/2025
	88378 No chg	ALLIANT UTILITIES	5,818.58	SC-UTILITIES
	88379 No chg	FIRST CLASS SIGNS	250.00	ED-WAYFINDING SIGNS
	88380 No chg	CONSTRUCT INC	74,717.50	HARRINGTON PK#5
	88381 No chg	WINDSTREAM CORPORATION	281.14	WTR-UTILITIES
	88382 No chg	ZIMCO SUPPLY CO	258.25	CEM-HERBICIDE/SEED ACCEL
	88383 No chg	ON TRACK CONSTRUCTION, LLC	101,436.11	WWTF PH4-PR#19
	88384 No chg	MADISON NATIONAL LIFE INS	468.31	ALL-LIFE INSURNACE
	88385 No chg	RANGEMASTERS TRAINING	642.96	PD-UNIFORM
	88386 No chg	ACCESS SYSTEMS INC	683.94	MXC407P CITY CLERK
	88387 No chg	CENTRAL IOWA BROADBAND	375.00	SCORE-INTERNET SVC
	88390 No chg	AFLAC	762.77	AFLAC
	88391 No chg	ICMA RETIREMENT TRUST 4	500.00	DEFERRED COMP
	88392 No chg	COLLECTION SERVICES CENTER	305.71	CHILD SUPPORT
	88396 No chg	AMAZON CAPITAL SERVICES	1,669.16	STS-WASHERS/BOLTS
88441	88409	A & RMARKETING INC.	396.00	CB-POLO EMBROIDERY
88398	88411	ALLIANT UTILITIES	4,697.81	FH-UTILITIES
88400	88413	ARNOLD MOTOR SUPPLY	423.13	PD-FILTERS/OIL
88401	88414	ASCAP	449.58	POOL-MUSIC LIC
88402	88415	ASCENDANCE TRUCK CTR	215.76	FD-DIESEL ADDITIVE
88403	88416	CAPITAL SANITARY SUPPLY	360.94	FH-SUPPLIES
88404	88417	COMPUTER RESOURCE SPECIALIST	5,932.28	VERIZON-UBIQUITI
88405	88418	CORE & MAIN	131.29	STRM-CPLG
88406	88419	COUNTRY LANDSCAPES, INC	10,479.06	P&R-TREES
88407	88420	COUNTRY PLASTICS	222.24	STS-PLASTIC
88408	88421	CYCLONE AWARDS & ENGRAVING	90.00	FD-ID TAG
88442	88422	DAKOTA SUPPLY GROUP	1,928.89	STRM-PVC
88410	88423	DAVES AUTO/TRUCK SERVI(288.61	FD-#310 FUEL SHUT OFF RPR
88411	88424	DOOR & FENCE STORE INC	882.00	POOL-GATE RPR
88412	88425	ELECTRIC PUMP	2,405.00	WTR-PLT/WELL 8,NEW RADIOS
88413	88426	FAREWAY STORES INC	99.04	4PLX-CONCESSIONS
88414	88427	FIRSTNET	412.70	PD-COMPUTERS
88415	88428	GRAINGER	267.39	WWT-TRASH BAGS
88416	88429	HARBOR FREIGHT COMMERCIAL ACCT	13.96	PD-SUPPLIES
88417	88430	HAWKINS INC	3,537.18	WTR-AZONE 15
88418	88431	HOLL, NATHAN	106.96	STS-REIMB CLOTHING
88419	88432	HR GREEN, INC	15,288.92	P&Z (45%)
88420	88433	IA ONE CALL	199.00	WTR/WWT-ONE CALL

88421	88434 LEAMAN, KELLY	240.00	REC-UMPIRE
88422	88435 LOWE'S HOME CENTERS INC	216.26	CH-TAX CORRECTION
88423	88436 MARTIN BROS DISTRIBUTION CO	1,627.87	4PLX-CONCESSIONS
88424	88437 MATHESON TRI-GAS INC	276.83	POOL-CHECK VALVE/WASHER
88425	88438 MAXTURF	301.64	STS-HERBICIDE
88426	88439 MENARDS - AMES	712.13	POOL-SUPPLIES
88427	88440 MNG, INCORPORATED	531.00	REC-FUTURE LEGENDS SHIRTS
88428	88441 NEIGHBORS HTG CLG PLMBG	2,460.92	PKM-BLOWER MOTOR
88429	88442 NEVADA SENIORS	225.00	WRT/WWT-UTILITY BILLS
88430	88443 PLUMB SUPPLY COMPANY	138.93	WTR-CONNECTORS
88431	88444 RAMIREZ, ANA	150.00	PAVI-REFUND
88432	88445 ROOT-BLOCK, ABIGAIL	89.50	PD-PAYMENT ERROR REFUND
88433	88446 SALTECH SYSTEMS	59.95	WEB HOSTING
88434	88447 SCHENDEL PEST CONTROL I	76.34	POOL-PEST CONTROL
88435	88448 SIGLER COMPANIES,INC.	2,602.68	OUR NEVADA
88436	88449 STRYKER SALES CORPORATION	1,288.00	PD-BATTERY AED
88437	88450 T-MOBILE	123.90	ALL-GEO TABS
88438	88451 VAN WALL EQUIPMENT-NEVADA	343.52	CEM-DEF/TRIMMER LINE
88439	88452 WINDSTREAM CORPORATION	128.13	PD-DISPATCH LINE
88440	88453 ZIMCO SUPPLY CO	1,995.00	PKM-HERBICIDE
88399	88454 AMERICAN INTEGRATED TRNG SYSTEMS	450.00	FD-DRIVER INSTRUCT RECERT CLASS
	TOTAL CLAIMS LIST	374,007.41	

Item # 50
Date: 6/23/25

CITY OF NEVADA
CLAIMS REPORT FOR JUNE 23, 2025
6/10/25 THRU 6/23/25

EXHIBIT B

VENDOR	REFERENCE	AMOUNT	CHECK#
WAGEWORKS	FSA 2024 PMTS	180.79	2002
WAGEWORKS	FSA 2024 PMTS	325.77	2003
EMPLOYEE BENE SYSTEMS	SELF FUNDING FEES	280.00	2004
EMPLOYEE BENE SYSTEMS	BENEFITS PAID 06102025	404.45	2005
EMPLOYEE BENE SYSTEMS	BENEFITS PAID 06122025	465.09	2006
WAGEWORKS	FSA 2024 PMTS	915.34	2007
SAMS CLUB	REC-CONCESSIONS	584.53	2008
SAMS CLUB	REC-CONCESSIONS	892.10	2009
SAMS CLUB	PD-SUPPLIES	58.85	2010
FIRST INTERSTATE BANK	ALL-SUPPLIES	5,755.99	2011
ALLIANT	ALL-UTILITIES	4,549.29	88470
ANDERSON, CHAD	LIB-PATTON PARK EAGLE SCOUT PROJ	1,820.00	88471
BAKER & TAYLOR	LIB-MATERIALS	1,617.25	88472
BS BRANDING ELITE SCREEN	LIB-SCREEN PRINTING	164.00	88473
CENGAGE	LIB-MATERIALS	7,859.86	88474
CENTER POINT	LIB-MATERIALS	1,354.36	88475
CENTRAL STATES	LIB-ROOF RPR	625.85	88476
COMPUTER RES SPECIALIST	LIB-IT SVCS	11,859.83	88477
CON-STRUCT	HARRINGTON PK#6	19,362.06	88478
DEMCO INC	LIB-LABELS	359.82	88479
KEY COOPERATIVE	STS-FORKLIFT CYL FILL	32.99	88480
MARSHALLTOWN ALARM	LIB-QUARTERLY ALARM MAINT	123.47	88481
MARTIN BROS DIST	4PLX-CONCESSIONS	789.38	88482
MENARDS	PKM/WWT/CREDIT-HARDWARE	21.02	88483
METRONET	ALL-INTERNET SVC	292.20	88484
MIDWEST TAPE	LIB-DIGITAL	3,379.94	88485
MUIR EMBROIDERY	STS-SAFETY EQUIP	456.00	88486
QUILL CORP	LIB-SUPPLIES	182.17	88487
SLATER PUBLIC LIBRARY	LIB-MATERIALS	15.92	88488
VERIZON WIRELESS	WTR/WWT/LIB-SCVS	329.18	88489
WEX BANK	ALL-GAS CARD	2,378.04	88490
WINDSTREAM CORP	PD/CH-PHONES	105.56	88491
ACCO	POOL-CHLORINE	1,980.80	88492
AMERICAN PUBLIC WORKS ASC	STS-MEMBERSHIP	819.00	88493
ARNOLD MOTOR SUPPLY	PD/STS-AIR/OIL FILTERS	55.47	88494
BIENSEN, LUKE	REC-UMPIRE	250.00	88495
BMI	ED-COMM MUSIC	446.00	88496
BOUND TREE MEDICAL	EMS-MEDICAL SUPPLIES	377.25	88497
CAPITAL SANITARY SUPPLY	PKM-SUPPLIES	378.60	88498
CENTRAL IOWA DIST	FH-SUPPLIES	342.00	88499
CLARKE MOSQUITO CONTROL	PKM-MOSQUITO CONTROL	15.93	88500
COMMUNITY VETERINARY CLIC	PD-ANIMAL CONTROL	275.00	88501
CON-STRUCT INC	2024 STIMPROV PROJ PR#11	108,202.19	88502

CONSUMERS ENERGY	ALL-UTILITIES	11,746.53	88503
CURTIS ARCHITECTURE & DESIGN	DT NEVADA DTR CDBG FACADE IMP PROJ	16,283.16	88504
DAKOTA SUPPLY GROUP	STRM-MANHOLE RING	479.06	88505
DRAINTech	LIB-DRINKING FOUNTAIN RPR	2,039.43	88506
ERA	WWT-LAB ANALYSIS	128.95	88507
FAREWAY STORES INC	4PLX-CONCESSIONS	46.32	88508
FASTENAL COMPANY	STS-HARDWARE	228.00	88509
GANNETT IOWA LOCALIQ	PUBLIC NOTICES	441.60	88510
GRIFFIN, MASON	REC-UMPIRE	150.00	88511
HAPPE, JUSTIN	REC-UMPIRE	150.00	88512
HARBOR FREIGHT	WTR-CAMERA/SHOE COVERS	207.54	88513
HARRISON, DAVE	STS-CLOTHING/BOOTS HARRISON	261.04	88514
HILLMAN, JORIE	REC-UMPIRE	200.00	88515
HILPIPRE-MAIER, RHONDA	REC-UMPIRE	100.00	88516
HOCK, NICK	REC-UMPIRE	150.00	88517
HOKEL MACHINE SUPPLY	PKM-MISC EQUIP RPR	61.26	88518
IA LEAGUE OF CITIES	ADM-FY25 DUES	3,850.00	88519
IA STATE READY MIX	STRM-CONCRETE	1,201.75	88520
JENSEN, KYLE	REC-UMPIRE	200.00	88521
JOHN DEERE FINANCIAL	PKM/WWT/STS/WTR-SUPPLIES	815.40	88522
JOHNSON, KEEGAN	REC-UMPIRE	550.00	88523
KIESLERS POLICE SUPPLY	PD-AMMO	1,212.20	88524
KRUCK P&H CO., INC	CH-SUMMER MNT/CLEAN COILS	815.00	88525
KUEBLER, ROBERT	REC-UMPIRE	250.00	88526
LEAMAN, KELLY	REC-UMPIRE	100.00	88527
LEXIPOL	PD-POLICY MANUAL/TRNG BULLETINS	5,964.71	88528
MAIER, TATE	REC-UMPIRE	400.00	88529
MARTIN BROS DIST	4PLX-CONCESSIONS	903.56	88530
MECHANICAL COMFORT INC	WTR-WELL #9 AC RPR	734.28	88531
MENARDS	PKM/STS/WWT-SUPPLIES	537.10	88532
MNG, INC	POOL-LIFEGUARD SHIRTS/NAME MAGNETS/BANNERS	474.50	88533
NELSON, JOHN	REC-UMPIRE	150.00	88534
NEVADA HARDWARE	ALL-SUPPLIES	1,871.58	88535
PLUMB SUPPLY CO	WTR-VALVE	912.32	88536
PRATT SANITATION INC	ALL-GARBABGE SVCS	889.20	88537
RACOM CORPORATION	PD/FD-SPEAKER/MICROPHONE	6,089.24	88538
ROBBS TREE & STUMP SERV	CEM-TREE REMOVAL	4,100.00	88539
SIRCHIE ACQUISITION CO	PD-COLLCTION/EVIDENCE BAGS	232.09	88540
STATE HYGIENIC LAB	WTR/WWT-LAB ANALYSIS	3,754.00	88541
STRYKER SALES CORP	EMS-AED BATTERY	150.00	88542
USA BLUEBOOK	WWT-LAB EQUIP	307.03	88543
UTILITY SERVICE CO	WTR-PLANT/8TH ST TANK	13,096.88	88544
VORM, ADDISYN	REC-UMPIRE	500.00	88545
WALKNER, SCOTT	PR-EBS BENEFIT WALKNER	0.98	88546
WILLIAMS, KAEI	REC-UMPIRE	50.00	88547
TOTAL ACCOUNTS		263,468.05	

CITY OF NEVADA, CLAIMS REPORT (OLD SYSTEM)-6/10/25- 6/23/25

VENDOR	REFERENCE	AMOUNT	CHECK #
MISSION SQUARE 303097	DEFERRED COMP	715.00	88456
COLLECTION SERVICES CENTER	CHILD SUPPORT	305.71	88457
EFTPS	FED/FICA TAX	33,178.24	1944
EFTPS	FED/FICA TAX	1,743.42	1948
HUTTON, RYAN	HSA	320.84	1945
SYDNES, KELLAN	HSA	50.00	1946
CORNISH, DEVIN	HSA	50.00	1947
	Accounts Payable Total	<u>36,363.21</u>	
	Payroll Checks	<u>120,143.20</u>	
	***** REPORT TOTAL *****	<u>156,506.41</u>	

*Check #'s 88455 and 88458-88468 are payroll checks

Claims from Old System	156,506.41
Claims from New System	263,468.05
TOTAL Claims	<u>419,974.46</u>

Item # 5D
 Date: 6/23/25

www.imwca.org



Nevada (0585)

Estimated Premium Schedule as of 5/13/2025

Policy Period: 7/1/2025-7/1/2026

Workers' Compensation Coverage

Class Code	Description	Rate	Payroll	Premium	Modified Premium	Discounted Premium
5506	Street or Road Paving	5.16%	303,115	15,641	10,792	4,835
7520	Waterworks Operations & Driver	2.1%	265,333	5,572	3,845	1,723
7580	Sewage Disposal Plant Operation	1.92%	239,857	4,605	3,177	1,423
7705V	Ambulance Service Companies, Volunteer EMS providers & drivers.	4.14%	1,545	64	44	20
7710	Firefighters & Drivers	29.34%	93,267	27,365	18,882	8,459
7711	Volunteer Firefighters & Drivers	49.42%	25,127	12,418	8,568	3,838
7720	Police Officers & Drivers	2.39%	818,623	19,565	13,500	6,048
8810	Clerical Office Employees - NO	0.15%	990,024	1,485	1,025	459
8810V	Elected or Appointed Officials	0.15%	12,950	19	13	6
8831	Hospital - Veterinary & Driver	1.06%	50,737	538	371	166
9015	Building Maintenance - Operation	2.29%	237,465	5,438	3,752	1,681
9101	Public Library/Museums - Maint	3.56%	13,243	471	325	146
9102	Parks NOC - All Employees	2.28%	388,772	8,864	6,116	2,740
9220	Cemetery Operations & Drivers	4%	82,462	3,298	2,276	1,020
9402	Street Cleaning & Drivers	3.17%	15,773	500	345	155
9410	Municipal Employees	1.83%	73,011	1,336	922	413
Totals:			3,611,304	107,179	73,953	33,132

Your IMWCA Discount for Workers' Compensation Coverage:

Longevity Credit:	\$ 5,916	8%
Loss Experience Credit:	\$ 18,488	25%
Large Premium Discount:	\$ 8,135	11%
Total Discount:	\$ 32,539	44%

Workers' Compensation Premium Calculation

Pure Premium:	\$ 107,179
Experience Modification Factor: X	.69
Modified Premium:	\$ 73,953
IMWCA Discount Amount: -	\$ 32,539
Discounted Premium:	\$ 41,414
Good Experience Bonus: X	.80
Expense Constant: +	\$ 160
Annual Premium:	\$ 33,292
Total Premium:	\$ 33,292

Total Estimated Coverage Premium: \$ 33,292

This is not an invoice.

Nevada (0585)
Information Page of the Coverage Memorandum
As of 5/12/2025
Policy Period: 7/1/2025-7/1/2026

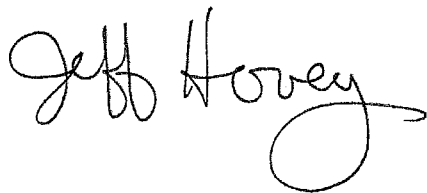
1. Participant: Nevada Policy Number: 0585-2526-WC
PO Box 530 FEIN 42-6005023
1209 6th Street
Nevada, Iowa 50201-0530

2. Workers' Compensation Coverage

This Workers' Compensation Coverage Memorandum is effective from 12:01 AM on July 01, 2025 to 12:01 AM on July 01, 2026.

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 Longshoremen's 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 12, 2025.



Authorized Signature

755

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

Invoice	INV94406
Date	6/1/2025
Page	1

Bill To:

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

RECEIVED
 MAY 28 2025
 NEVADA

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	6/1/2025	101,559
Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1	1	0	DEPOSIT	Deposit - Work Comp Premium 25-26 This invoice is 25% of total annual premium. The balance will be invoiced in 7 monthly installments of \$3567. If full payment is remitted, total annual premium is \$33292.	\$0.00	\$8,323.00	\$8,323.00

This invoice is due on July 1, 2025.

Subtotal	\$8,323.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$8,323.00

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 c P.20 transaction. For inquiries please call 515-244-7282.

Item # 5E
 Date: 6/23/25



Quote Summary

City of Nevada

Anniversary Date: 07/01/2025

Coverage	Contribution	Limit of Coverage	Deductible	Retroactive Date	Coverage Effective
General Liability	\$67,587.00	\$2,000,000	\$0	07/01/2025	07/01/2025
Automobile Liability	\$14,500.00	\$2,000,000	\$0	07/01/2025	07/01/2025
Law Enforcement Liability	\$7,337.00	\$2,000,000	\$2,000	07/01/2025	07/01/2025
Public Officials Wrongful Acts	\$9,868.00	\$2,000,000	\$1,000	07/01/2025	07/01/2025
Excess Liability	\$33,029.00	\$8,000,000			07/01/2025
Vehicles	\$32,650.00	\$3,660,699	See Schedule		07/01/2025
Property	\$250,451.00	\$111,559,207	See Schedule		07/01/2025
Equipment Breakdown	Included	Included	Included		Included
Crime	\$0.00	\$25,000	\$500		07/01/2025
Bond *	\$1,586.00				07/01/2025
TOTAL CONTRIBUTION	\$417,008.00				

Excess Liability Options	Contribution	Limit of Liability	Coverage Effective
Excess Liability	\$34,191.00	\$9,000,000	07/01/2025
Excess Liability	\$35,293.00	\$10,000,000	07/01/2025
Excess Liability	\$36,332.00	\$11,000,000	07/01/2025
Excess Liability	\$37,315.00	\$12,000,000	07/01/2025
Excess Liability	\$38,270.00	\$13,000,000	07/01/2025

This quotation expires on the Proposed Effective Date.

* Travelers Crime Policy/Bond options:

Crime \$500,000 Limit & \$5,000 Self-Insured Retention (same as expiring) \$1,586 premium

Crime \$10,000 Limit & \$1,000 Self-Insured Retention (per renewal application) \$393 premium

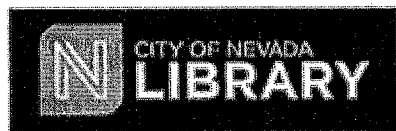
+ Cyber insurance - \$13,695

Donna – After doing leg work with the board, I knew the board approved the Circulation Clerk Lead job description which I updated in the minutes so I am attaching them for you along with the job description for the council to review and adopt.

Thank you

AB

Item # 5F
Date: 6/23/25



Amanda Brewer

Library Director

☎ 515-382-2628

✉ abrewer@cityofnevadaiaowa.org

✉ www.nevada.lib.ia.us

📍 631 K Ave, Nevada, IA 50201



Position Description
LIBRARY CLERK LEAD

Department: Library

Reports To: Library Director

FLSA: Non-exempt

Purpose of Position

Under direct supervision of the Library Director, performs duties essential to the daily operation of the Library. An entry-level position, incumbent performs duties primarily relating to circulation and organization of materials, and patron assistance. Performs related duties as required.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Manages the overdue process including notices, personal contacts, and record keeping.
- Checks materials in and out.
- Replaces returned items to shelves; periodically inspects shelves to ensure items are in their proper place.
- Assists with check in and processing of new magazines and newspapers.
- Adds and deletes items on the reserve lists.
- Receives and sorts mail and shipments.
- Assists patrons with microfilm reader, computer and copier operation.
- Performs clerical duties such as answering the phone, and using a fax machine and copier.
- Assists patrons with reference questions using a variety of sources.
- Oversees clerk interns; monitors their performance and reports any significant problems to the Library Director.
- Opens and closes the library when scheduled.
- Attends staff meetings and workshops to improve self and library services as required.
- Manages Interlibrary Loan Functions

Additional Tasks and Responsibilities

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.

- Performs miscellaneous clerical duties as necessary.
- Other duties as apparent or assigned.
- Reads reviews of books and/or other materials and recommends purchase. Performs reader advisory functions.
- Processes, covers, and repairs books as needed.

Minimum Education or Experience Required

High school education or G.E.D. and six to twelve months related experience or training; or equivalent combination of education and experience.

Preferred Education or Experience Required

High school diploma or G.E.D. and twelve months to two years related experience or training; or equivalent combination of education and experience.

Other Requirements – Certificates/Licensures

- None.

Knowledge, Skills, Abilities

- Ability to follow written, verbal or diagrammatic instructions using several concrete variables.
- Ability to perform arithmetic calculations involving fractions, decimals and percentages.
- Ability to compose original correspondence; ability to interview, counsel or advise people; ability to evaluate technical data.
- Ability to direct and supervise circulation clerk interns.
- Ability to file, post and mail materials.
- Ability to interview to obtain basic information such as name, addresses and reference need, etc.
- Ability to guide patrons and provide basic information related to the library.
- Ability to learn the library circulation/catalog programs as well as basic Windows functions.
- Knowledge of public library operation including the Dewey Decimal System.
- Ability to establish and maintain proper working relationships with superiors, co-workers and the public.
- Knowledge of personal and network computer operations. Proficient with Microsoft Office programs, internet browsers, and familiarity with mobile devices.
- Ability to maintain confidential information.
- Knowledge and understanding of reference tools, research skills, general literature, and basic library principles, procedures, technology, goals and philosophy of services.
- Knowledge of English grammar, spelling and composition.
- Ability to pass drug screening.
- Ability to reliably and predictably carry out duties.

Equipment and Materials Used

Circulation/catalog computer software, network computers, database software, spreadsheets, word processing software, calculator, microfilm reader/printer, photocopier, fax machine, telephone, and a variety of library and commercial software programs including Windows software and the internet.

Supervision

Circulation Clerk Interns.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee is frequently required to sit; use hands to finger, handle, or feel, and reach with hands and arms. The employee is occasionally required to stand; walk and stoop, kneel, crouch, or crawl. The employee must

regularly lift and/or move up to 10 pounds and occasionally up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, depth perception, and ability to adjust focus.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate. Duties are generally performed in an office setting with a controlled environment. The job requires sitting for extended periods of time, and the work may expose the employee to unpleasant social situations and significant workplace pressure. Position may involve evening and weekend workhours.

The City of Nevada is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act as Amended, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

I have read and understand the duties of this job description and, by signing below, I agree that I can perform the duties of this position with or without reasonable accommodation.

Employee

Date

Library Director

Date

Library Board of Trustees, Chairperson

Date

LIBRARY BOARD OF TRUSTEES MONDAY, May 19, 2025, 5:00 P.M.

Vice-Chairperson Theresa Presley presided and convened the regular meeting of Nevada Library Board of Trustees on Monday, May 19, 2025 at 5:00 p.m. at the Nevada Public Library, 631 K Avenue, Nevada, Iowa. The agenda was posted on the official bulletin board in compliance with the open-meeting law.

The roll was called indicating that the following named Trustees were present and absent. Present: Emma Cassabaum, Emily Fulton, Priscilla Gammon, Tim McLaughlin, and Theresa Presley. Absent: Allison Severson and James Woodard (both arrived at 5:07 p.m.).

Others in attendance were Library Director Amanda Brewer and Balinda Ellsworth.

Motion by Board Member Tim McLaughlin, seconded by Board Member Emily Fulton, to approve the agenda as posted. The roll being called, the following named members voted. Ayes: McLaughlin, Cassabaum, Fulton, Gammon, and Presley. Nays: None. Vice-Chairperson Theresa Presley declared the motion carried.

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

Library Director Amanda Brewer reported on:

- Changing the email domain for the library. Each employee would have their own sign-on.
- AC unit has been repaired by Neighbors.
- Chair and Vice Chair elections to take place in June.

Continuing Education: Director Brewer discussed using the State Library Continuing Education links. Board discussed using the State Library links for half of their required credits and group training during meetings for the second half.

Motion by Board Member Priscilla Gammon, seconded by Board Member Tim McLaughlin, to approve the following consent agenda items as submitted:

- (1) Approve **minutes** of the April 21, 2025 regular meeting
- (2) Approve May 2025 **claims** totaling \$14,659.81 (see attached list)
- (3) Accept and place on file the Director's **memo** dated May 15, 2025
- (4) Accept and place on file April 2025 financial report

The roll being called, the following named board members voted. Ayes: Cassabaum, McLaughlin, Presley, Woodard, Fulton, and Gammon. Nays: None. Vice Chairperson Theresa Presley declared the motion carried.

Circulation Lead Clerk Job Description: Questions and concerns about whether this position should be part time or fulltime? What would the schedule look like? What would their specific supervisory responsibilities be? Following discussion, Board Member Cassabaum moved to

approve the job description, seconded by Board Member James Woodard. The roll being called, the following named members voted. Ayes: Fulton, McLaughlin, Presley, Woodard, Cassabaum, and Gammon. Nays: None. Vice-Chairperson Theresa Presley declared the motion carried.

The next step would be to have City Council review.

Replacement of Projector Screen: Board decided that the quotes ate too high. Looking for new ideas. Motion by Board Member Tim McLaughlin, seconded by Board Member James Woodard, to deny quotes as posted. The roll being called, the following named members voted. Ayes: McLaughlin, Cassabaum, Fulton, Gammon, and Presley. Nays: None. Vice Chairperson Theresa Presley declared the motion carried.

Conduct Policy: Accepted as presented. Motion by Board Member James Woodard, seconded by Board Member Priscilla Gammon, to approve the policy as presented. The roll being called, the following named members voted. Ayes: McLaughlin, Cassabaum, Fulton, Gammon, and Presley. Nays: None. Vice Chairperson Theresa Presley declared the motion carried.

Motion by Board Member Emily Fulton, seconded by Board Member Tim McLaughlin, to approve the Tablet Use Policy. The roll being called, the following named members voted. Ayes: Fulton, McLaughlin, Presley, Woodard, Cassabaum, and Gammon. Nays: None. Vice-Chairperson Theresa Presley declared the motion carried.

There being no further business to come before the Board, it was moved by Board Member Tim McLaughlin, seconded by Board Member Emma Cassabaum, to adjourn the meeting. The roll being called, the following board members voted. Ayes: Cassabaum, Woodard, Fulton, Gammon, McLaughlin, and Presley. Nays: None. Vice-Chairperson Theresa Presley declared the motion carried. At 5:55 p.m. she adjourned the meeting.

ATTEST:

Priscilla Gammon, Secretary

Theresa Presley, Vice-Chairperson

56

Date: June 23, 2025

COUNCIL ACTION FORM

Agenda Item: City/School Facility Use Agreement

History:

The City of Nevada and the Nevada Community School District realize that in order for each of us to conduct our business; we need to utilize each other's facilities from time to time. Because of this need, the City and the School have previously entered into an agreement that generally spells out the responsibilities for the use of each other's facilities. This agreement is to be reviewed annually for any changes or address any issues that have come about during the agreement.

Both organizations have worked well together and maintain open communications throughout the year in an effort to support each other's activities and programming.

The School District approved renewing the agreement with no changes at their May meeting. The Parks and Recreation Board reviewed it at their June meeting and recommends approval of the agreement with no changes.

Options:

1. Approve the proposed Facility Use Agreement between the City of Nevada and the Nevada Community School District.
2. Reject proposed agreement and send back for further revision.
3. Reject proposed agreement and do nothing at this time.

Staff Recommendation:

Park Board and staff recommend accepting Option #1: Approve the proposed Facility Use Agreement between the City of Nevada and the Nevada Community School District.

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

**CITY OF NEVADA
&
NEVADA COMMUNITY SCHOOL DISTRICT
FACILITY USE AGREEMENT**

Purpose:

The City of Nevada (the "City") and the Nevada Community School District (the "School") agree that it is in the best interests of the community that they cooperate and mutually provide for the public use of public parks, recreation places, buildings, and other public facilities owned and operated by the City and the School, and to provide for the supervision, instruction, and oversight necessary to carry on public educational and recreational programs and activities.

Agreement:

In consideration of the purpose of this Facility Use Agreement (the "Agreement"), both the City and the School District agree to reciprocal facility usage without fee, and to support the endeavors of each other in good faith by following the general guidelines established as follows:

1. The City and School agree to provide and make available for each other's use public, recreational, athletic, and other facilities each may own from time to time as may be suitable for use by the other in carrying out its educational and recreational programs, trainings, meetings, etc. City facilities available to the School include baseball/softball fields, soccer field(s), Pavilion, shelters, Field House, tennis courts, and other city amenities as needed. School facilities available to the City include gymnasiums, safe room, wrestling rooms, commons areas, indoor track area, outdoor track/football field, and other district amenities as needed.
2. It is generally understood that each organization will receive priority scheduling at their facilities. In addition, the High School will also receive priority scheduling at Harv Bainter Soccer Field at SCORE, but will coordinate with the City and Nevada Soccer Club to accommodate outside use requests. City departments will receive second priority scheduling at school facilities once all school activities have been initially scheduled. In the event that there is a cancellation, the organization cancelling will notify the other as soon as possible.
3. All facility requests and communications will take place between the various City departments and the School Activity Office(s).
4. The City and the School agree that when an event has been scheduled by the other, that every effort will be made to accommodate that event without cancellation or bumping. If a cancellation, conflict, or bump occurs, both parties will work cooperatively and in a timely fashion to find an alternative solution or a date/time to accommodate a make-up.
5. In the event that classes are let out early due to weather, the City agrees that no evening activities will be held in the School's facilities. In the event that classes are cancelled at the beginning of a school day due to weather, the City will have the option to still hold evening activities if weather permits.
6. In the event that heavy rains or snow may expose an athletic field to excessive wear/damage or make it unplayable, representatives from both the City and the School will meet to determine a course of action.

7. The party using the facilities of the other shall promptly clean-up and restore the facilities that are used to the general condition they were in prior to such use, except that such clean-up shall not include the need to provide janitorial services or supplies.
8. Both parties agree that for those locations where storage is made available for the purpose of storing equipment, supplies, etc. for a program, that those areas will be kept organized and picked up.
9. The party using the facilities of the other shall provide its own staff, facilitators, referees, chaperones, and other personnel needed to conduct its activity.
10. In the event that an activity is cancelled at the facility of the other, proper notification will be given to the other as soon as possible using phone, email, and/or text messaging.
11. Since no damage deposits are collected, any costs incurred to repair damages to a facility as a direct result of the other parties use, will be billed back to that organization for immediate reimbursement.
12. The City and School shall each provide a list of employees with contact numbers that on-site supervisors can use in the case of an emergency.

This Agreement will be reviewed by the Superintendent of Schools, School Activity Director, City Administrator, Parks and Recreation Director and associated boards in June of each year to evaluate its effectiveness and determine any necessary changes to the agreement.

Either party can terminate this agreement with 30 days notice to the other party.

The undersigned as representatives of their respective organizations and with the approval of the Nevada School Board and the Nevada City Council agree to the terms/conditions as set out in this Agreement.



Superintendent, Nevada Community Schools

5/20/25

Date

City Administrator, City of Nevada

Date

Item # 54
Date: 6/23/25

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the 6/23/25 Council Agenda

Business Name Casey's Phone Number _____

Address 1136 Lincoln Hwy

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.

6-10-25
Date

RAJL
FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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

① watch storage in back room to keep exits unobstructed.



ALCOHOLIC
BEVERAGES
DIVISION
State of Iowa

State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
CASEY'S MARKETING COMPANY	CASEY'S 2306	(515) 382-5834		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1136 LINCOLN HWY		Nevada	Story	50201
MAILING ADDRESS	CITY	STATE	ZIP	
1 SE CONVENIENCE BLVD	Ankeny	Iowa	50021	

Contact Person

NAME	PHONE	EMAIL
Licensing Team	(515) 381-4090	licensingteam@caseys.com

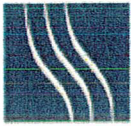
License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0003316	Class E Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
July 1, 2025	June 30, 2026	

SUB-PERMITS

Class E Retail Alcohol License



ALCOHOLIC
BEVERAGES
DIVISION
State of Iowa

State of Iowa

Alcoholic Beverages Division

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

Item # 51
Date: 6/23/25

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the 6/23/25 Council Agenda

Business Name Dollar General Phone Number _____

Address 115 W Lincoln Hwy

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.

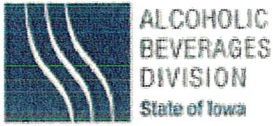
The Fire Department recommends ☒ approval ☐ denial of a beer or liquor license to this business.

6-10-25
Date

RA12
FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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

No orders - clean & orderly storage



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Dolgenercorp, LLC	Dollar General Store #30415	(615) 855-4000		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
115 West Lincoln Highway		Nevada	Story	50201
MAILING ADDRESS	CITY	STATE	ZIP	
100 Mission Ridge	Goodlettsville	Tennessee	37072	

Contact Person

NAME	PHONE	EMAIL
Melissa McNeese	(615) 855-4000	tax-beerandwinelicense@dollargeneral.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LG0001309	Class B Retail Alcohol License	12 Month	Submitted to Local Authority

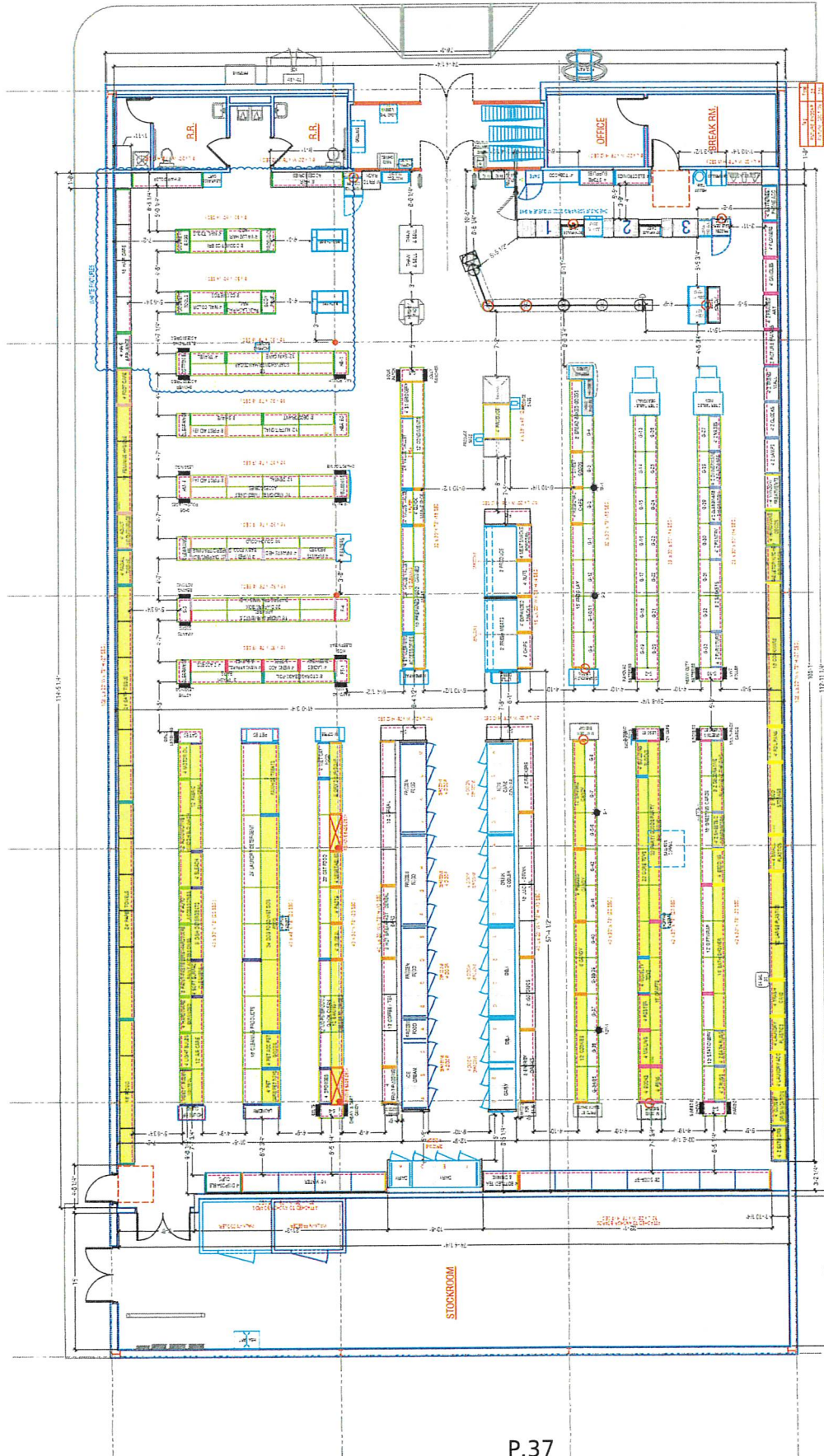
TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Aug 16, 2025	Aug 15, 2026	

SUB-PERMITS

Class B Retail Alcohol License

- (1) _____
- (2) _____
- (3) _____
- (4) _____
- (5) _____
- (6) _____
- (7) _____
- (8) _____
- (9) _____
- (10) _____
- (11) _____

PROJECT TYPE	NEW
FORMAT TYPE	DGM24
PLAN TYPE	10640-B
LAYOUT TYPE	LAYOUT TYPE: FULL
APPROPRIATION	STANDARD
EXPIRATION DATE	08/05/24
SALES FLOOR SQ. FT.	8465
WAREHOUSE SQ. FT.	1191
CEILING HEIGHT	10694
CEILING HEIGHT	OPEN
CEILING HEIGHT	11'-0"
SEASONAL SECTIONS	38
SECTION COUNT	338
SECTION COUNT	36
STORE NUMBER	30415
ADDRESS	115 W LINCOLN HWY
CITY	NEVADA
STATE	IA
ZIP	50201

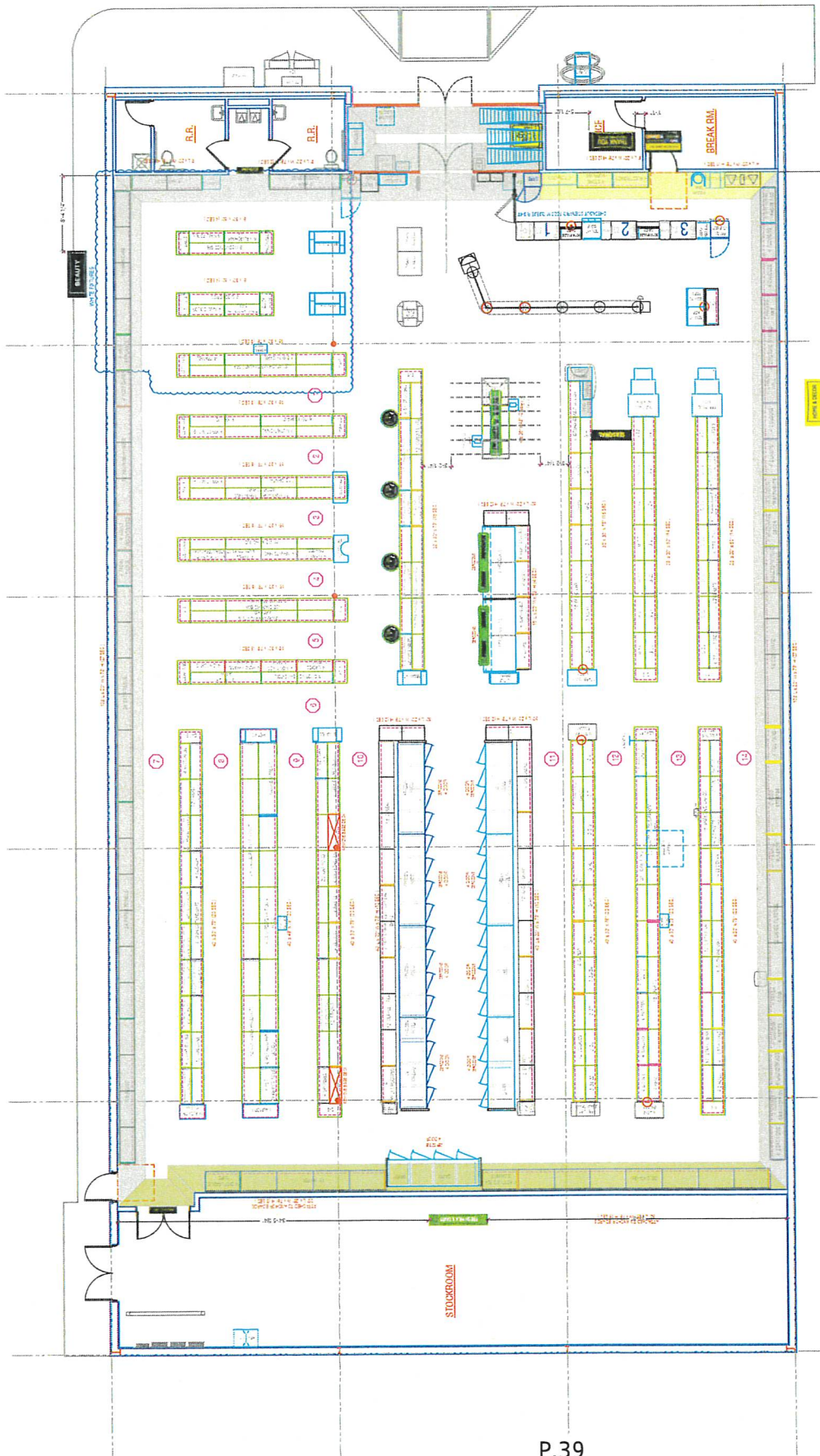


115 W LINCOLN HWY
NEVADA
LA 50201



BY:	
DATE:	
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PROJECT TYPE	NEW
FORMAT TYPE	DGMM24
PLAN TYPE	10640-B
LAYOUT TYPE	LAND TYPE LOCAL
NCI	FULL
LEADERSHIP	STANDARD
PROJECT DATE	08/05/24
SANES FLOOR SHEET	8465
WAREHOUSE SQ. FT.	1191
CEILING HEIGHT	10694
CEILING HEIGHT	OPEN
LIGHT HEIGHT	11'-0"
SEASONAL SECTIONS	38
SECTION COUNT	338
INDICATE COUNT	36
STORE NUMBER	30415
ADDRESS	115 W LINCOLN HWY
CITY	NEVADA
STATE	IA
ZIP	50201



NOTES:

NOTE: INSTALLATION OF ALL DECOR SIGNAGE HANDLED BY STORE OPENING TEAM.

Retail Tobacco License Review

CITY OF NEVADA

1709371804

Legal Ownership Information

Name of sole proprietor, partnership, corporation, LLC, or LLP:FAREWAY STORES INC

Type of ownership:Corporation

Primary office address:8800 NW 62ND AVE JOHNSTON IA 50131-2849

Legal Ownership Phone:515-432-2623

Legal Ownership Email:storelicenses@farewaystores.com

Application Information

City/County Permit Number:24/25-5

Sales and Use Permit Number:185002819

Location Name:FAREWAY STORES, INC. #426

Location Phone Number:515-382-2875

Location Address:1505 S B AVE NEVADA IA 50201-2802

Location Mailing Address:8800 NW 62ND AVE JOHNSTON IA 50131-2849

Renewal:Yes

Start Date:01-Jul-2025

End Date:30-Jun-2026

License Fee:75.00

Types of Sales:Over the Counter

Type of Establishment:Grocery store

Types of Products Sold:Cigarettes, Tobacco, Vapor Products, Alternative Nicotine Products

Do you intend to make retail sales to ultimate consumers?:Yes

Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s) in the next step:No

Corporate Officers

Title Name

Address

CFO MORAN, JAKE PO BOX 70 715 8TH STREET BOONE IA 50036-0070

Suppliers List

Midwest Quality Wholesale

Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.

Retail Tobacco License Review

CITY OF NEVADA

1709371804

Legal Ownership Information

Name of sole proprietor, partnership, corporation, LLC, or LLP: CASEYS MARKETING COMPANY

Type of ownership: Corporation

Primary office address: 1 SE CONVENIENCE BLVD ANKENY IA 50021-9672

Legal Ownership Phone: 515-381-4090

Legal Ownership Email: licensingteam@caseys.com

Application Information

City/County Permit Number: 24/25-4

Sales and Use Permit Number: 185017570

Location Name: CASEY'S #2306

Location Phone Number: 515-382-5834

Location Address: 1136 LINCOLN HWY NEVADA IA 50201-1726

Location Mailing Address: 1 SE CONVENIENCE BLVD ANKENY IA 50021-9672

Renewal: Yes

Start Date: 01-Jul-2025

End Date: 30-Jun-2026

License Fee: 75.00

Types of Sales: Over the Counter

Type of Establishment: Convenience store/gas station

Types of Products Sold: Cigarettes, Tobacco, Vapor Products, Alternative Nicotine Products

Do you intend to make retail sales to ultimate consumers?: Yes

Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s) in the next step: No

Corporate Officers

<u>Title</u>	<u>Name</u>	<u>Address</u>
PRESIDENT	JAMES, SAMUEL	3204 NE AVERY DR ANKENY IA 50021-6301
ASSISTANT SECRETARY	BEECH, DOUGLAS	729 NE BROOK HAVEN DR ANKENY IA 50021-4529
TREASURER	LARSEN, ERIC	4407 NW 5TH ST ANKENY IA 50023-8841
SECRETARY	FABER, SCOTT	6749 CARDIFF CT JOHNSTON IA 50131-2783
VICE PRESIDENT	JOHNSON, BRIAN	9129 NW 73RD CIR JOHNSTON IA 50131-4836

Suppliers List

2025 TOBACCO SUPPLIERS.pdf

[View File](#)

Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.

VENDOR LISTING

Vendor	Vendor Name	Address	City	State	Zip	First Name	Last Name	Phone Number	Email Address
25737	E ALTERNATIVE SOLUTIONS LLC	459 E 16th Street	Jacksonville	FL	32206	Kevin	Hawkins	904-327-4935	khawkins@ealternativesolutions.com
34218	SHOW CIGARS	315 Green Ridge Rd, Suite H2	New Castle	PA	16105	Jay	Kusma	502-523-0613	ikusma@showcigars.com
34299	SHERMANS	6601 West Broad Street	Richmond	VA	23230	Michael	Muskievicz	708-606-7178	Michael.F.Muskievicz@altria.com
38250	HELIUS INNOVATIONS LLC	6601 West Broad Street	Richmond	VA	23230	Michael	Muskievicz	708-606-7178	Michael.F.Muskievicz@altria.com
40394	ROGUE HOLDINGS	459 E 16th Street	Jacksonville	FL	32206	Bud	Brellenthin	904-572-9238	bbrellenthin@swisher.com
79451	PHILIP MORRIS	6601 West Broad Street	Richmond	VA	23230	Michael	Muskievicz	708-606-7178	Michael.F.Muskievicz@altria.com
88347	R J REYNOLDS	401 N Main Street	Winston-Salem	NC	27012	Heather	Potter	859-314-5716	MyersH1@RJRT.com
98071	SWISHER INTERNATIONAL INC	459 E 16th Street	Jacksonville	FL	32206	Bud	Brellenthin	904-572-9238	bbrellenthin@swisher.com
139099	JOHN MIDDLETON INC.	6601 West Broad Street	Richmond	VA	23230	Michael	Muskievicz	708-606-7178	Michael.F.Muskievicz@altria.com
158804	ITG CIGARS INC.	714 Green Valley Road	Greensboro	NC	27408	Stacie	Tonniges	712-790-3811	stacie.tonniges@itgbrands.com
185405	REPUBLIC TOBACCO	2301 Ravine Way	Glenview	IL	60025	Greg	Ellis	224-246-3648	GEllis@republicbrands.com
194405	INTER-CONTINENTAL CIGAR CO	3251 Commerce Parkway	Miramar	FL	33025	Cord	McLaurin	417-766-1828	cordmclaurin@alcapone-us.com
195490	SANTA FE NATURAL TOB. CO.	401 N Main Street	Winston-Salem	NC	27012	Heather	Potter	859-314-5716	MyersH1@RJRT.com
203257	NATIONAL TOBACCO COMPANY	5201 Interchange Way	Louisville	KY	40229	TJ	Ham	641-854-3133	THam@TPBL.com
203344	SMOKEY MOUNTAIN CHEW, INC	PO Box 3608	Newtown	CT	06470-3608	Chip	Brown	303-818-4376	cbrown@smokeysusa.com
208105	CHEYENNE INTERNATIONAL, LLC	701 S Battlegrove Ave	Grover	NC	28073	Bryan	Drangin	248-882-3259	bdrangin@alignsalesgroup.com
208106	CHEYENNE INTERNATIONAL, LLC	701 S Battlegrove Ave	Grover	NC	28073	Bryan	Drangin	248-882-3259	bdrangin@alignsalesgroup.com
219290	PREMIER MANUFACTURING INC.	629 Cepi Dr	Chesterfield	MO	63005	Cheryl	Stinchfield	618-660-6634	cstinchfield@usleaf.com
220627	SCANDINAVIAN TOBACCO GROUP LANE	2280 Mountain Industrial Blvd	Tucker	GA	30084	Jennifer	Goodwin	678-794-5535	Jennifer.Goodwin@st-group.com
245952	R J REYNOLDS VAPOR COMPANY	401 N Main Street	Winston-Salem	NC	27012	Heather	Potter	859-314-5716	MyersH1@RJRT.com
247564	ITG BRANDS	714 Green Valley Road	Greensboro	NC	27408	Stacie	Tonniges	712-790-3811	stacie.tonniges@itgbrands.com
247566	FONTEM US, INC	714 Green Valley Road	Greensboro	NC	27408	Stacie	Tonniges	712-790-3811	stacie.tonniges@itgbrands.com
26964	JUUL LABS	560 20th Street	San Francisco	CA	94107	Kyle	Schneider	917-680-7208	kyle.schneider@juul.com
4444	PHILLIES FILTERED	714 Green Valley Road	Greensboro	NC	27408	Stacie	Tonniges	712-790-3811	stacie.tonniges@itgbrands.com
44999	SANTA FE NATURAL TOB. CO.	401 N Main Street	Winston-Salem	NC	27012	Heather	Potter	859-314-5716	MyersH1@RJRT.com
555001	R J REYNOLDS	401 N Main Street	Winston-Salem	NC	27012	Heather	Potter	859-314-5716	MyersH1@RJRT.com
555555	U.S. SMOKELESS	6601 West Broad Street	Richmond	VA	23230	Michael	Muskievicz	708-606-7178	Michael.F.Muskievicz@altria.com
555566	FARMER'S TOBACCO CO.	636 US Hwy 27 N; PO Box 98	Cynthiana	KY	41031	John	Adcock	270-766-3955	iadcockir@gmail.com
666666	SWEDISH MATCH	1211 Industrial Drive, PO Box 986	Owensboro	KY	42302	Andy	Ripley	515-339-8189	andy.ripley@swedishmatch.com
777777	AMERICAN SNUFF CO.	813 Ridge Lake Blvd	Memphis	TN	38120	Heather	Potter	859-314-5716	MyersH1@RJRT.com
777799	KRETEK INTL.	5449 Endeavour Ct	Moorpark	CA	93021	Don	Abbott	805-279-7384	donabbott@krettek.com
900520	LIGGETT VECTOR BRANDS INC	3800 Paramount Parkway Suite 250; PO Box 2010	Morrisville	NC	6/15/1975	Curtis	Maurer	919-621-2891	cmaurer@lvbrands.com

Retail Tobacco License Review

CITY OF NEVADA

1709371804

Legal Ownership Information

Name of sole proprietor, partnership, corporation, LLC, or LLP: CASEYS MARKETING COMPANY

Type of ownership: Corporation

Primary office address: 1 SE CONVENIENCE BLVD ANKENY IA 50021-9672

Legal Ownership Phone: 515-381-4090

Legal Ownership Email: licensingteam@caseys.com

Application Information

City/County Permit Number: 24/25-15

Sales and Use Permit Number: 185021655

Location Name: CASEY'S #3319

Location Phone Number: 515-217-4643

Location Address: 1800 S B AVE NEVADA IA 50201-2803

Location Mailing Address: 1 SE CONVENIENCE BLVD ANKENY IA 50021-9672

Renewal: Yes

Start Date: 01-Jul-2025

End Date: 30-Jun-2026

License Fee: 75.00

Types of Sales: Over the Counter

Type of Establishment: Convenience store/gas station

Types of Products Sold: Cigarettes, Tobacco, Vapor Products, Alternative Nicotine Products

Do you intend to make retail sales to ultimate consumers?: Yes

Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s) in the next step: No

Corporate Officers

<u>Title</u>	<u>Name</u>	<u>Address</u>
PRESIDENT	JAMES, SAMUEL	3204 NE AVERY DR ANKENY IA 50021-6301
ASSISTANT SECRETARY	BEECH, DOUGLAS	729 NE BROOK HAVEN DR ANKENY IA 50021-4529
TREASURER	LARSEN, ERIC	4407 NW 5TH ST ANKENY IA 50023-8841
SECRETARY	FABER, SCOTT	6749 CARDIFF CT JOHNSTON IA 50131-2783
VICE PRESIDENT	JOHNSON, BRIAN	9129 NW 73RD CIR JOHNSTON IA 50131-4836

Suppliers List

2025 TOBACCO SUPPLIERS.pdf

[View File](#)

Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.

VENDOR LISTING

Vendor	Vendor Name	Address	City	State	Zip	First Name	Last Name	Phone Number	Email Address
25737	E ALTERNATIVE SOLUTIONS LLC	459 E 16th Street	Jacksonville	FL	32206	Kevin	Hawkins	904-327-4935	khawkins@ealternativesolutions.com
34218	SHOW CIGARS	315 Green Ridge Rd, Suite H2	New Castle	PA	16105	Jay	Kusma	502-523-0613	jkusma@showcigars.com
34299	SHERMANS	6601 West Broad Street	Richmond	VA	23230	Michael	Muskievicz	708-606-7178	Michael.F.Muskievicz@altria.com
38250	HELIx INNOVATIONS LLC	6601 West Broad Street	Richmond	VA	23230	Michael	Muskievicz	708-606-7178	Michael.F.Muskievicz@altria.com
40394	ROGUE HOLDINGS	459 E 16th Street	Jacksonville	FL	32206	Bud	Brellenthin	904-572-9238	bbrellenthin@swisher.com
79451	PHILIP MORRIS	6601 West Broad Street	Richmond	VA	23230	Michael	Muskievicz	708-606-7178	Michael.F.Muskievicz@altria.com
88347	R J REYNOLDS	401 N Main Street	Winston-Salem	NC	27012	Heather	Potter	859-314-5716	MyersH1@RJRT.com
98071	SWISHER INTERNATIONAL INC	459 E 16th Street	Jacksonville	FL	32206	Bud	Brellenthin	904-572-9238	bbrellenthin@swisher.com
139099	JOHN MIDDLETON INC.	6601 West Broad Street	Richmond	VA	23230	Michael	Muskievicz	708-606-7178	Michael.F.Muskievicz@altria.com
158804	ITG CIGARS INC.	714 Green Valley Road	Greensboro	NC	27408	Stacie	Tonniges	712-790-3811	stacie.tonniges@itgbrands.com
185405	REPUBLIC TOBACCO	2301 Ravine Way	Glenview	IL	60025	Greg	Ellis	224-246-3648	GELLIS@republicbrands.com
194405	INTER-CONTINENTAL CIGAR CO	3251 Commerce Parkway	Miramar	FL	33025	Cord	McLaurin	417-766-1828	cordmclaurin@alcapone-us.com
195490	SANTA FE NATURAL TOB. CO.	401 N Main Street	Winston-Salem	NC	27012	Heather	Potter	859-314-5716	MyersH1@RJRT.com
203257	NATIONAL TOBACCO COMPANY	5201 Interchange Way	Louisville	KY	40229	TJ	Ham	641-854-3133	THam@TPB.com
203344	SMOKEY MOUNTAIN CHEW, INC	PO Box 3608	Newtown	CT	06470	Chip	Brown	303-818-4376	cbrown@smokeysusa.com
208105	CHEYENNE INTERNATIONAL, LLC	701 S Battlegrove Ave	Grover	NC	28073	Bryan	Drangin	248-882-3259	bdrangin@alignsalesgroup.com
208106	CHEYENNE INTERNATIONAL, LLC	701 S Battlegrove Ave	Grover	NC	28073	Bryan	Drangin	248-882-3259	bdrangin@alignsalesgroup.com
219290	PREMIER MANUFACTURING INC.	629 Cepti Dr	Chesterfield	MO	63005	Cheryl	Stinchfield	618-660-6634	estinchfield@usleaf.com
220627	SCANDINAVIAN TOBACCO GROUP LANE	2280 Mountain Industrial Blvd	Tucker	GA	30084	Jennifer	Goodwin	678-794-5535	Jennifer.Goodwin@st-group.com
245952	R J REYNOLDS VAPOR COMPANY	401 N Main Street	Winston-Salem	NC	27012	Heather	Potter	859-314-5716	MyersH1@RJRT.com
247564	ITG BRANDS	714 Green Valley Road	Greensboro	NC	27408	Stacie	Tonniges	712-790-3811	stacie.tonniges@itgbrands.com
247566	FONTEM US, INC	714 Green Valley Road	Greensboro	NC	27408	Stacie	Tonniges	712-790-3811	stacie.tonniges@itgbrands.com
26964	JUUL LABS	560 20th Street	San Francisco	CA	94107	Kyle	Schneider	917-680-7208	kyle.schneider@juul.com
4444	PHILLIES FILTERED	714 Green Valley Road	Greensboro	NC	27408	Stacie	Tonniges	712-790-3811	stacie.tonniges@itgbrands.com
44999	SANTA FE NATURAL TOB. CO.	401 N Main Street	Winston-Salem	NC	27012	Heather	Potter	859-314-5716	MyersH1@RJRT.com
555001	R J REYNOLDS	401 N Main Street	Winston-Salem	NC	27012	Heather	Potter	859-314-5716	MyersH1@RJRT.com
555555	U.S. SMOKELESS	6601 West Broad Street	Richmond	VA	23230	Michael	Muskievicz	708-606-7178	Michael.F.Muskievicz@altria.com
555566	FARMER'S TOBACCO CO.	636 US Hwy 27 N; PO Box 98	Cynthiana	KY	41031	John	Adcock	270-766-3955	jadcockjr@gmail.com
666666	SWEDISH MATCH	1211 Industrial Drive, PO Box 986	Owensboro	KY	42302	Andy	Ripley	515-339-8189	andy.ripley@swedishmatch.com
777777	AMERICAN SNUFF CO.	813 Ridge Lake Blvd	Memphis	TN	38120	Heather	Potter	859-314-5716	MyersH1@RJRT.com
777799	KRETEK INTL.	5449 Endeavour Ct	Moorpark	CA	93021	Don	Abbott	805-279-7384	donabbott@krettek.com
900520	LIGGETT VECTOR BRANDS INC	3800 Paramount Parkway Suite 250; PO Box 2010	Morrisville	NC	6/15/1975	Curtis	Maurer	919-621-2891	cmaurer@lvbrands.com

Additional instructions are on the final page.

For period (MM/DD/YYYY) 07 / 01 / 2025 through 06/30/ 2026

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 Company

Iowa sales and use tax account number: 1-85-015817

Retail address: 519 Lincoln Hwy City: Nevada State: IA ZIP: 50201

Mailing address: 519 Lincoln Hwy City: Nevada State: IA ZIP: 50201

Phone: 515-382-3462

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: 515-382-3462 Fax: N/A Email: cha@950@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 at this retail location? If yes, provide permit number(s):
No

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: Charles Good Title: President

Address: 759 18th St

City: Nevada State: IA ZIP: 50201

Name: _____ 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: Charles Good

Authorized Signature: [Signature]

Date: 6-11-2025 Email: cha0958@hotmail.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

- 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
- Fax: 515-281-7375

Retail Tobacco License Review

CITY OF NEVADA

1709371804

Legal Ownership Information

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

Type of ownership: Limited Liability Company

Primary office address: 100 MISSION RDG GOODLETTSVILLE TN 37072-2171

Legal Ownership Phone: 615-855-4000

Legal Ownership Email: tax-beerandwinelicense@dollargeneral.com

Application Information

City/County Permit Number: 24/25-14

Sales and Use Permit Number: 185017619

Location Name: DOLLAR GENERAL STORE #1536

Location Phone Number: 615-855-4000

Location Address: 1705 S B AVE NEVADA IA 50201-2804

Location Mailing Address: 100 MISSION RDG GOODLETTSVILLE TN 37072-2171

Renewal: Yes

Start Date: 01-Jul-2025

End Date: 30-Jun-2026

License Fee: 75.00

Types of Sales: Over the Counter

Type of Establishment: Convenience store/gas station

Types of Products Sold: Cigarettes, Tobacco

Do you intend to make retail sales to ultimate consumers?: Yes

Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s) in the next step: No

Corporate Officers

<u>Title</u>	<u>Name</u>	<u>Address</u>
Managing Officer	TAYLOR, EMILY	100 MISSION RDG DEPT TAXLICENSING GOODLETTSVILLE TN 37072-2171

Suppliers List

ITG Brands RJ Reynolds Liggett Vector Brands Altria- Phillip Morris Xcaliber Internation / Edgefield Futura

Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.

Retail Tobacco License Review

CITY OF NEVADA

1709371804

Legal Ownership Information

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

Type of ownership: Limited Liability Company

Primary office address: 100 MISSION RDG GOODLETTSVILLE TN 37072-2171

Legal Ownership Phone: 615-855-4000

Legal Ownership Email: tax-beerandwinelicense@dollargeneral.com

Application Information

City/County Permit Number: 24/25-20

Sales and Use Permit Number: 303308629

Location Name: DOLLAR GENERAL STORE # 30415

Location Phone Number: 615-855-4000

Location Address: 115 W LINCOLN HWY NEVADA IA 50201-8027

Location Mailing Address: 100 MISSION RDG GOODLETTSVILLE TN 37072-2171

Renewal: Yes

Start Date: 01-Jul-2025

End Date: 30-Jun-2026

License Fee: 75.00

Types of Sales: Over the Counter

Type of Establishment: Convenience store/gas station, Grocery store

Types of Products Sold: Cigarettes, Tobacco

Do you intend to make retail sales to ultimate consumers?: Yes

Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s) in the next step: No

Corporate Officers

<u>Title</u>	<u>Name</u>	<u>Address</u>
Managing Officer	TAYLOR, EMILY	100 MISSION RDG DEPT TAXLICENSING GOODLETTSVILLE TN 37072-2171

Suppliers List

ITG Brands RJ Reynolds Liggett Vector Brands Altria- Phillip Morris Xcaliber Internation / Edgefield Futura

Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.



Department of Revenue

**Iowa Retail Permit Application
for Cigarette/Tobacco/Nicotine/Vapor**

tax.iowa.gov

Additional instructions are on the final page.For period (MM/DD/YYYY) 7 / 1 / 2025 through 06/30/ 2026

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 MarketIowa sales and use tax account number: 185023504Retail address: 1622 Fawcett Pkwy City: Nevada State: IA ZIP: 50201Mailing address: 5820 Westown Pkwy City: West Des Moines State: IA ZIP: 50266Phone: 563-215-6083**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 Pkwy City: West Des Moines State: IA ZIP: 50266Phone: 515-267-2800 Fax: _____ Email: knylen@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 at this retail location? If yes, provide permit number(s): NoDo 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: _____

Address: _____

City: _____ State: _____ ZIP: _____

Name: _____ 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: Andrew Schroeder - SVP Accounting, Controller

Authorized Signature: Andrew Schroeder

Date: 4/1/2025 Email: knylen@hy-vee.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

- 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
- Fax: 515-281-7375

Hy-Vee Full List of Vendors for Tobacco

- ITG Cigars Inc.
- Liggett Vector Brands
- Philip Morris Inc
- RJ Reynolds Tobacco Co.
- Santa Fe Natural Tobacco Co.
- John Middleton/Altria
- Swisher International Inc.
- American Snuff Co. (RJ Reynolds)
- National Tobacco
- Swedish Match
- US Smokeless Tobacco (Altria)
- Helix Innovations LLC (Altria)
- Rogue Holdings, LLC
- Smokey Mountain Chew, Inc.
- Juul Labs, Inc.
- Njoy LLC (Altria)

HY-VEE, INC.

OFFICERS & DIRECTORS 2024

NAME	MIDDLE NAME	ADDRESS	BIRTHPLACE	DOB
Executive Chairman of the Board, Executive Director	Randall B. Edeker	2815 100th St, Box 385	Urbandale IA	50322 Worthington MN 12/13/62
Vice Chairman, Chief Executive Officer	Jeremy G. Gosch	14140 Maple Drive	Urbandale IA	50323 Ida Grove IA 11/01/74
President, Hy-vee, Inc.	Donna M. Tweeten	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	4839 159th Street	Urbandale IA	50323 Iowa City IA 08/25/68
Chief Operating Officer	Brett D. Brenner	1308 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 10/26/77
Executive Vice President, Merchandising	Andrew W. Holmes	16437 Perry Street	Overland Park KS	66085 Des Moines IA 06/17/72
Executive Vice President, Secretary, Chief Administrative Officer	Michael P. Jurgens	7030 Rocklyn Circle	Urbandale IA	50322 Muscatine IA 01/11/74
Executive Vice President, Hy-Vee, Inc.; President, Fresh Brands & Food Service	Michael P. Kuery	3321 SW 56th Street	West Des Moines IA	50266 07/30/65
Executive Vice President, Chief Growth Officer	Jeffrey A. Markey	15209 Plum Drive	Urbandale IA	50323 Boone IA 01/28/70
Executive Vice President, Operations, North Central	Jeffery J. Mueller	3417 SW 56th Street	West Des Moines IA	50265 11/17/71
Executive Vice President, Operations, East	Ryan L. Roberts	3972 Westgate Pkwy	Clive IA	50325 Omaha NE 04/27/75
Executive Vice President, Chief Financial Officer, Treasurer	Andrew M. Schreiner	3728 Autumn Sage Circle	Norwalk IA	50211 Ottumwa IA 12/13/77
Executive Vice President, Chief Marketing Officer	Anna M. Sioermer	4900 159th Street	Urbandale IA	50323 01/20/89
Executive Vice President, Supply Chain & Transportation	Steven Venegas	3895 Westwind Court	Waukeg IA	50263 07/08/75
Executive Vice President, Operations, Southwest	Todd G. Wagner	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	6227 Enclave Circle	Johnston IA	50131 Council Bluffs IA 08/29/77
Senior Vice President, General Counsel, Assistant Secretary	Joel R. Allen	9808 Dunmore Circle	Johnston IA	50131 Estherville IA 03/19/77
Senior Vice President, Hy-Vee, Inc.; President, Lomar	Joshua T. Asche	809 Summit Place	Indianola IA	50125 Centerville IA 07/09/80
Senior Vice President, Distribution, Charleston	Matthew L. Beenblossom	14618 Brookview Drive	Urbandale IA	50323 Pipestone MN 05/29/77
Senior Vice President, Digital Engineering, Chief Architect	Nathan Beyer	104 S. 19th Court	Indianola IA	50125 Washington IA 06/10/67
Senior Vice President, Special Events	Denise E. Broderick	6818 NW Monticello Ct	Parkville, MO	64152 09/28/77
Senior Vice President, Wine & Spirits; President, Wall to Wall Wine & Spirits	Thomas S. Crocker	1704 NW Prairie Creek Drive	Clive IA	50111 Ames IA 06/27/71
Senior Vice President, Chief Human Resources Officer	Jessica L. Enos	14715 Berkshire Pkwy	Clive IA	50325 Los Angeles CA 10/26/80
Senior Vice President, Chief Medical Officer	Daniel S. Fick	304 Shiloh Rose Pkwy NW	Bondurant IA	50035 Cherokee IA 02/12/85
Senior Vice President, Minneapolis	Lucas A. Glasgow	510 Auburn Hills Drive	Coralville IA	52241 4/11/63
Senior Vice President, Dollar Fresh/Small Stores	Travis M. Hoover	8462 200th Street W	Lakeville MN	55044 Adrian MN 12/10/72
Senior Vice President, Chief Data Officer	Stacey L. Johnson	10999 NE 88th Court	Bondurant IA	50035 05/30/82
Senior Vice President, Government Relations & Corporate Compliance	Lindsay R. Knop	1022 S. 10th Street	Adel IA	50003 Burlington IA 03/08/73
Senior Vice President, Business Transformation	Chelsa A. Kumbura	339 42nd Street	Des Moines IA	50312 01/12/83
Senior Vice President, Brand Image, Creative Director	Jennifer Lambert	14811 Holcomb Avenue	Urbandale IA	50323 Fremont NE 03/27/84
Senior Vice President, Strategy & Planning	Daniel W. Lugar	2116 SW Westwood St.	Ankeny IA	50023 12/28/89
Senior Vice President, Hy-Vee, Inc., President, PDI & Commissaries	Matthew A. Nannen	822 NE Westgate	Waukeg IA	66062 12/31/76
Senior Vice President, Digital Marketing	Angela K. Nelson	16023 Northview Drive	Urbandale IA	50263 Mason City IA 05/26/61
Senior Vice President, Pharmacy	Tina L. Polpeter	1209 NE 45th	Ankeny IA	50021 Jefferson IA 04/15/71
Senior Vice President, Communications	Andrew M. Reich	15324 Airline Avenue	Urbandale IA	50323 Norfolk NE 03/16/77
Senior Vice President, Store Development	Jessica L. Ringena	14415 Dellwood Drive	Urbandale IA	50323 St. Louis MO 02/04/77
Senior Vice President, Hy-Vee, Inc., President, Vivid Clear Rx	Andrew W. Schroeder	16214 Walnut Meadows Ct	Urbandale IA	50323 Sumter SC 12/08/78
Senior Vice President, Accounting, Controller	Janison S. Sipes	5764 Chatham Circle	Johnston IA	50131 Burlington IA 06/17/79
Senior Vice President, Enterprise Security & Travel	Elissa K. Sloss	12607 Ridgmont Drive	Urbandale IA	50323 Rock Island, IL 05/09/87
Senior Vice President, Private Brands	Nathan R. Stewart	10184 Crownland Place	West Des Moines IA	50266 10/22/85
Senior Vice President, Strategy & Innovation	Lisa A. Stowater	1300 Glen Oaks Drive	West Des Moines IA	50266 Des Moines IA 07/16/75
Senior Vice President, Distribution, Cherokee	Isaac Wiese	4781 High Country Road	Cherokee IA	51012 Cherokee IA 02/10/70
Senior Vice President, Central Iowa	Amy L. Wittry	31749 Silverado Lane	Waukeg IA	50263 05/12/78
Senior Vice President, Procurement	Brian Young	8005 NW 104th Court	Johnston IA	50131 Spirit Lake IA 09/28/78
Senior Vice President, Marketing	Robert L. Budd III	14752 Stonerock Drive	Urbandale IA	50323 Des Moines IA 03/11/87
Senior Vice President, Chief Information Officer	Jeffrey A. Carter	5903 W. 131st Street	Olathe KS	66062 12/06/71
Regional Vice President, Healthmarkets and Clinics		15243 W. 172nd Place	Marion IA	52302 Centerville IA 06/18/74
		1452 Hunters Green Way		09/05/69

Regional Vice President	Jamie D. Franck	391 N. Booth Street	Dubuque IA	52001	09/09/72
Regional Vice President, Nashville	Eric A. Gharst	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. Streit	3115 Newcast Rd	Marion IA	52302	12/26/70
Regional Vice President, Sioux City	Christopher R. Strub	6369 Clore Lane	Crestwood KY	40014	12/11/81
Regional Vice President, Iowa City/Southeast Iowa	Kyle M. Thomsbrough	532 Deer View Ave	Triffin IA	52340	04/12/79
Regional Vice President, Omaha	Ginny L. Ward	16905 Ermline Street	Omaha NE	68136	08/31/78
Regional Vice President, Lincoln/Nebraska	Francis E. Woodward Jr	5808 N. 294th Circle	Valley NE	68064	11/12/69
Vice President, Finance	Kyle B. Auffert	1113 Ridgeway Drive	Huxley IA	50124	11/28/90
Vice President, Chief Security and Infrastructure Officer	Jeremiah Bristow	7016 Harbor 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	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	04/26/66
Vice President, DSD	Erin M. Demichellis	1655 Thornwood Road	West Des Moines IA	50265	Chariton IA
Vice President, Data & Media Partnerships	Clinton E. Ellis	3615 148th Street	Urbandale IA	50323	11/01/73
Vice President, Compliance and Food Protection	Christopher P. Gindorff	6500 EP True Pkwy #7213	West Des Moines IA	50266	10/15/89
Vice President, Produce & Floral	John A. Griesenbrock	395 NW Stratford Drive	Waukee IA	50263	Brookings SD
Vice President, Aisles Online	Danny A. Gubbins	7900 NW 158th Ave	Polk City IA	50226	Watertown SD
Vice President, Store Development, Real Estate	Phillip E. Hoey	24479 Elthorn Pl	Swan IA	50252	10/28/81
Vice President, Benefits	Kristine M. Jones	10578 NW 71st Lane	Johnston IA	50131	Decorah IA
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
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	06/18/79
Vice President, Sports Marketing	Matthew J. Nickell	3515 150th Street	Urbandale IA	50323	07/11/83
Vice President, Store Design	Aimee C. O'Leary	699 46th Street	Des Moines IA	50312	06/02/67
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	01/08/78
Vice President, Meat & Seafood	Jason F. Pride	1800 NW Prairie Creek Dr.	Grimes IA	50111	Maryville MO
Vice President, Analytics & Product Strategy	Peter Smart	12122 Melrose 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. Streit	15151 Mill Ridge Lane	Council Bluffs IA	51503	Cedar Rapids IA
Vice President, Fashion, Beauty, Innovation	Shelby K. Stritzke	3932 163rd Street	Urbandale IA	50323	Des Moines IA
Vice President, Marketing Projects, Digital Media	Melissa A. Vogel	3918 125th Street	Urbandale IA	50323	Iowa City IA
Vice President, Bakery	Brandon C. Williams	2314 Autumn Blaze Dr.	Norwalk IA	50211	Omaha NE
Vice President, Wine & Spirits, COO, Wall to Wall Wine & Spirits	Jason W. Wilson	10883 NW 71st Lane	Johnston IA	50131	Council Bluffs IA
Vice President, Red Media Sales	Kayla M. Winstead	2922 NE Brentwood Circle	Grimes IA	50111	11/22/89
Group Vice President, Enterprise Security	Jana C. Ahrens	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
Group Vice President, Point of Sale	James L. Harrison	6907 Sweetwater Drive	Des Moines IA	50320	Las Cruces NM
Group Vice President, Operations, ShortCuts	Kimberly A. Jay	34999 L Avenue	Adel IA	50003	06/23/70
Group Vice President, Loss Prevention & Asset Protection	David J. Kozak	745 Patterson Drive	Carlisle IA	50047	Centerville IA
Group Vice President, Red Media Marketing, UI/UX	Ryan C. Neville	106 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	09/28/77
Group Vice President, Data Insights & Operations	Muris Rahmanovic	77 Myles Court	Waukee IA	50263	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
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 Mallory Drive	Chariton IA	50049	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 Starnier	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
Group Vice President, Retail Security	Karsten J. Winger	10776 Falling Water Ln #G	Woodbury MN	55129	05/04/66

Group Vice President, Supply Chain & Network Infrastructure	Max H. Winstead	Edward	2922 NE Brentwood Circle	Grimes IA	50111	11/10/88
Asst. Vice President, Dollar Fresh Operations	Keith E. Allen		4019 139th Street	Urbandale IA		02/14/80
Asst. Vice President, Executive Assistant to the Chairman & CEO	Elizabeth A. Anickx		195 Dunham Drive	Waukeia IA	50263	04/01/90
Asst. Vice President, Perishable Warehouse, Chariton	Ryan C. Beary	Leigh	PO Box 112	Albia IA	52531	09/27/83
Asst. Vice President, Human Resources	Karen L. Boriskey		3011 N. Cattail Creek	Cumming IA	50061	01/21/68
Asst. Vice President, Loss Prevention	Phillip J. Burrell		2016 SE Adams Street	West Des Moines IA	50061	01/13/69
Asst. Vice President, Communications	Dawn E. Buzynski		1005 63rd Street	West Des Moines IA	50266	09/20/66
Asst. Vice President, Dietitian Services	Megan N. Callahan		8824 SW Lakeside Trace	Lee's Summit MO	64064	04/07/86
Asst. Vice President, Fresh Brands Marketing	Katelyn M. Cateron		2501 NE 10th Street	Grimes IA	50111	06/29/87
Asst. Vice President, Bakery	Raymond A. Doughan	Ambrose	6200 EP True Parkway #608	West Des Moines IA	50266	05/18/64
Asst. Vice President, Loss Prevention	Scott L. Foughty		1353 E. Pine Ridge Drive	Polk City IA	50226	05/03/69
Asst. Vice President, Hy-Vee, Inc., President, Lomar	Todd D. Fox		3855 Bison Trail	Waukeia IA	50263	04/06/82
Asst. Vice President, Pharmacy Fulfillment	Jonathan W. Fransen		4815 Ashley Park Drive	West Des Moines IA	50265	06/28/86
Asst. Vice President, Engineering	Tonia Householder		11134 Hwy S6G	Prairie City IA	50228	05/06/83
Asst. Vice President	Kay A. Hughes		309 11th Street NW	Bondurant IA	50035	01/18/84
Asst. Vice President, Retail Security	Lance R. Koelker		1180 270th St	Boone IA	50036	05/02/69
Asst. Vice President, Customer Care	Carey L. Lenning		3508 SE Glen Dr	Grimes IA	50111	09/02/75
Asst. Vice President, HyChi	Chris C. Lin		18732 Huxley Ave	Lakeville MN	55044	12/25/70
Asst. Vice President, E-Commerce Marketing	Katlyn R. Mace		4773 172nd Way	Urbandale IA	50323	06/22/84
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 Admini	John E. Orner	Edward	10630 S. 191st Street	Gretna NE	68136	03/12/78
Asst. Vice President, Health Marketing	Ashley J. Penning		5007 150th Street	Urbandale IA	50323	06/29/86
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	02/02/90
Asst. Vice President, Dollar Fresh Operations	Darin C. Schoop		923 Somersby Ct	West Des Moines IA	50266	06/11/69
Asst. Vice President, Supply Chain Security	Joel A. Sivinski		129 Benson St	Alta IA	51002	07/31/65
Asst. Vice President, Social/Digital Commerce	Cody J. Stoermer	John	4900 159th Street	Urbandale IA	50323	11/20/85
Asst. Vice President, Produce Procurement	Joseph J. Stoltz		1173 S. Atticus St	West Des Moines IA	50263	12/11/70
Asst. Vice President, Auditing	Scott Straka		825 Baileys 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	03/22/72
Asst. Vice President, Retail Security-North Region	Thomas G. Wheeler		2352 16th Avenue E	North Saint Paul, MN	55109	06/07/67
Asst. Vice President, IT, Hy-Vee, Inc., Vice President Amber Pharmacy	Randall B. Edeker	Burdette	12415 Osprey Lane	Papillion NE	68046	05/12/78
Director	Jeremy G. Gosch	Gail	14140 Maple Drive	Urbandale IA	50322	12/13/62
Director	Aaron Wiese		4840 159th Street	Urbandale IA	50323	11/01/74
Director	Donna M. Twesten	Marie	14881 Woodcrest Drive	Urbandale IA	50323	12/30/76
Director	Kevin T. Sherlock	Timothy	4839 159th Street	Clive IA	50325	01/31/63
Director	Brett D. Bremser		1308 Jackson Street #501	Urbandale IA	50323	08/25/68
Director	Jason Farver		7604 NW 104th Ct	Omaha NE	68102	05/18/65
Director	Jeffrey A. Markey	Alan	15209 Plum Drive	Johnston IA	50131	9/11/78
Director	Andrew M. Schreiner	Michael	3728 Autumn Sage Circle	Urbandale IA	50323	01/28/70
Director	Jeffery J. Mueller		3417 SW 56th Street	Norwalk IA	50211	12/13/77
Director	Jody L. Gosch		1784 Homestead Drive	West Des Moines IA	50265	11/17/71
Director	Anna M. Stoermer		4900 159th Street	Liberty MO	64068	10/26/77
Director	Isaac Wiese		8005 NW 104th Ct	Urbandale IA	50323	01/20/89
Director	Andrew W. Schroeder	William	5764 Chatham Circle	Johnston IA	50131	09/28/78
Director	Lindsay R. Knoop	Raye	14811 Holcomb Avenue	Johnston IA	50131	05/09/87
Director	Travis M. Hoover	Michael	1022 S. 10th Street	Urbandale IA	50323	03/27/84
Director	Jan M. Nichols		3209 Pebble Drive	Adel IA	50003	01/12/83
Director	Matthew H. Parkhurst		205 Deschepper	Cedar Rapids IA	52404	03/12/82
				Marshall MN	56258	11/17/69

Retail Tobacco License Review

CITY OF NEVADA

1709371804

Legal Ownership Information

Name of sole proprietor, partnership, corporation, LLC, or LLP: H&S STORES LLC

Type of ownership: Limited Liability Company

Primary office address: 622 BROAD ST STORY CITY IA 50248-1226

Legal Ownership Phone: 515-686-0897

Legal Ownership Email: adilasoolb@icloud.com

Application Information

Sales and Use Permit Number: 305208626

Location Name: SUNDOWN LIQUOR & GROCERIES

Location Phone Number: 515-934-8270

Location Address: 731 LINCOLN HWY NEVADA IA 50201-1717

Location Mailing Address: 1014 POE AVE AMES IA 50014-8031

Renewal: Yes

Start Date: 01-Jul-2025

End Date: 30-Jun-2026

License Fee: 75.00

Types of Sales: Over the Counter

Type of Establishment: Convenience store/gas station, Grocery store, Liquor store

Types of Products Sold: Cigarettes, Tobacco, Vapor Products, Alternative Nicotine Products

Do you intend to make retail sales to ultimate consumers?: Yes

Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s) in the next step: No

Corporate Officers

<u>Title</u>	<u>Name</u>	<u>Address</u>
OWNER	BUTT, ADIL RASOOL	1014 POE AVE AMES IA 50014-8031

Suppliers List

HEWETT WHOLESALE

Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.



PROCLAMATION

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

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

WHEREAS parks and recreation promote 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 Alzheimer's; and

WHEREAS parks and recreation encourage 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 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, Ryan Condon, 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 24th day of June, 2024.



Ryan Condon, Mayor

ORDINANCE NO. 1067 (2024/2025)

AN ORDINANCE AMENDING CHAPTER 62 (GENERAL TRAFFIC REGULATIONS) OF THE CITY CODE TO PROHIBIT THE USE OF ENGINE AND COMPRESSION BRAKES WITHIN THE CITY LIMITS OF NEVADA

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

SECTION 1. SECTION ADDED. The Codes of Ordinances of the City of Nevada is amended by adding a new section to Chapter 62 (General Traffic Regulations); Section 62.13 titled The Use of Engine and Compression Brakes Prohibited, is hereby adopted to read as follows:

62.13 THE USE OF ENGINE AND COMPRESSION BRAKES PROHIBITED.

1. Purpose. The purpose of this ordinance is to provide the City of Nevada residents protection from excessive noise caused by the use of engine brakes and compression brakes within the city limits of Nevada.
2. Definitions.
 - a. "Engine retarding brake" means a "Dynamic Brake", "C-Brake", "Compression Brake", transmission brake or any other engine retarding brake system that alters the normal compression of the engine and subsequently releases that compression in such a manner as to emit more than 80 decibels of noise within/at a distance of/more than 50 feet.
3. Prohibitions. It shall be unlawful for the driver of any vehicle to use or operate or cause to be used or operated within the City of Nevada, any engine retarding brake, compression brake, or mechanical exhaust device designed to aid in the braking or deceleration of any vehicle that results in excessive, loud, unusual or explosive noise from such vehicle, unless such use is necessary to avoid imminent danger/emergency/to avoid injury or accident.
4. Signage. Signs stating "Vehicle Noise Laws Enforced" or "Engine Brake Ordinance Enforced" may be installed at locations deemed appropriate by the City and adjoining jurisdictions to advise motorists of the prohibitions contained in this ordinance.
5. Exceptions. Emergency vehicles shall be exempt from this application of this ordinance.
6. Penalties. The scheduled fine for violation of this section shall be two hundred dollars (\$200.00).

SECTION 2. REPEALER. All ordinances and resolutions or parts thereof, in conflict herewith are hereby repealed.

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

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

Passed and approved 1st Reading on this 27th day of May, 2025.

Passed and approved 2nd Reading on this 9th day of June, 2025.

Passed and approved 3rd and final Reading on this ____ day of _____, 2025.

RESOLUTION NO. 102 (2024/2025)

**RESOLUTION ACCEPTING THE PLATTED EASEMENTS AND WARRANTY DEED FOR
NORTHVIEW PLAT 1**

WHEREAS, Nevada Dev, LLC submitted documents to the City of Nevada requesting approval of the Final Plat for Northview Plat 1;

WHEREAS, on November 12, 2024, the City accepted the Final Plat for Northview Plat 1 and the plat is now ready for recording;

WHEREAS, the Final Plat has been reviewed by the City Engineer who finds that it meets the requirements of the City Code;

WHEREAS, the Attorney's Opinion, Consents, Auditor's Approval, Treasurer's Certificate, Access Easement Agreement, Overland Drainage Easement, Storm Sewer Easement and Public Utility Easement have been reviewed by the City Attorney;

WHEREAS, the Warranty Deed conveying property to the City has been reviewed by the City Attorney; and

WHEREAS, the City Council finds it is in the best interest of the City of Nevada, Iowa to accept the afore-mentioned easements and warranty deed for the Final Plat for Northview Plat 1.

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

Section 1. The Access Easement Agreement, Overland Drainage Easement, Storm Sewer Easement and Public Utility Easement are hereby accepted.

Section 2. The Warranty Deed granting the following described real estate to the City of Nevada is hereby accepted:

Lot A, Lot b, and Outlot Z, Northview Plat 1, Nevada, Story County, Iowa

Section 3. The City Council directs that this Resolution No. 102 (2024/2025) be affixed to a copy of the easements and warranty deed.

Passed and approved this 23rd day of June, 2025.

Ryan Condon, Mayor

ATTEST:

Kerin Wright, City Clerk

Prepared By: Ryan L. Haaland, Fredrikson & Byron P.A., 111 E. Grand Ave., Ste. 301, Des Moines,
IA 50309; (515) 242-8900
Return To: Same As Above

MORTGAGEE'S CONSENT TO PLAT

KNOW ALL MEN BY THESE PRESENTS:

The undersigned hereby states, acknowledges and certifies that it is the holder of the Mortgage by Nevada Dev, LLC to Home State Bank, dated October 25, 2022, filed October 25, 2022, as Inst. No. 2022-10317 in the amount of \$2,870,000, and that certain Construction Mortgage by Nevada Dev, LLC to Home State Bank, dated September 6, 2024, filed September 6, 2024, as Inst. No. 2024-06441, in the amount of \$2,870,000, and that certain Collateral Assignment of Development Agreement given by Nevada Dev, LLC to Home State Bank, filed September 10, 2024 as Inst. No. 2024-06511, and covering real estate legally described as: *See Exhibit "A"*

which is to be platted as **Northview Plat 1, Nevada, Story County, Iowa**, and that said platting is done with the free consent and in accordance with the desire of said Mortgagee.

Dated this ____ day of _____, 2025.

Home State Bank

By _____

Name: _____

Title: _____

STATE OF IOWA)
) ss:
COUNTY OF _____)

This record was acknowledged before me this ____ day of _____, 2025 by
_____ as _____ for Home State Bank.

Notary Public in and for the State of Iowa

Exhibit "A"

ALL THAT PART OF THE WEST FRACTIONAL HALF (WFRL 1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION SIX (6), TOWNSHIP EIGHTY-THREE (83) NORTH, RANGE TWENTY-TWO (22) WEST OF THE 5TH P.M., NEVADA, STORY COUNTY, IOWA, LYING NORTH OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY, EXCEPT BEGINNING AT A POINT 1,040.5 FEET SOUTH OF THE NE CORNER OF THE WFRL 1/2 OF THE SW1/4 OF SAID SEC. 6, THENCE WEST 300 FEET, THENCE SOUTH 432 FEET TO THE NORTH RIGHT OF WAY LINE OF THE C & NW RY., THENCE EASTERLY ALONG THE NORTH LINE OF SAID RIGHT OF WAY 300 FEET TO THE EAST LINE OF SAID WFRL 1/2, THENCE NORTH 435 FEET TO THE POINT OF BEGINNING, ALL TOGETHER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 6; THENCE N89°42'04"E, ALONG THE NORTH LINE OF THE WEST FRACTIONAL HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 975.63 FEET, TO THE NORTHEAST CORNER OF THE WEST FRACTIONAL HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE S00°22'06"E, ALONG THE EAST LINE OF THE WEST FRACTIONAL HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 6, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF 1ST STREET, A DISTANCE OF 810.38 FEET; THENCE S00°07'35"W, ALONG SAID EAST LINE OF THE WEST FRACTIONAL HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 6 AND THE WEST RIGHT-OF-WAY LINE OF 1ST STREET, 230.13 FEET, TO THE NORTHEAST CORNER OF A TRACT OF GROUND DESCRIBED IN A WARRANTY DEED FILED IN THE OFFICE OF THE RECORDER, STORY COUNTY, IOWA AS INSTRUMENT NUMBER 2014-00007059; THENCE N89°52'05"W, ALONG THE NORTH LINE OF SAID TRACT, 300.00 FEET, TO THE NORTHWEST CORNER OF SAID TRACT; THENCE S00°07'55"W, ALONG THE WEST LINE OF SAID TRACT, 433.09 FEET, TO THE SOUTHWEST CORNER OF SAID TRACT, ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE 684.05 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE AND THE ARC OF A 16,175.00 FOOT RADIUS CURVE, CONCAVE NORTH, HAVING A CHORD BEARING N87°57'04"W, 684.00 FEET, TO A POINT ON THE WEST LINE OF THE WEST FRACTIONAL HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE N00°10'10"E, ALONG SAID WEST LINE, 1,443.35 FEET, TO THE POINT OF BEGINNING.

AND

A PART OF BLOCKS THREE (3) AND FOUR (4), BURRIS ADDITION TO NEVADA, STORY COUNTY, IOWA AND A PART OF A PARCEL OF LAND BEGINNING AT THE NW CORNER OF BLOCK 2 IN BURRIS ADDITION TO NEVADA, STORY COUNTY, IOWA, RUNNING THENCE WEST 70 FEET, THENCE SOUTH 403.92 FEET, THENCE EAST 70 FEET; THENCE NORTH 403.92 FEET TO THE POINT OF BEGINNING AND A PART OF THE VACATED RIGHT-OF-WAY OF 2ND STREET LYING BETWEEN BLOCK 3 & BLOCK 4 OF BURRIS ADDITION TO NEVADA, STORY COUNTY, IOWA IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 83 NORTH, RANGE 22 WEST OF THE 5TH P.M., CITY OF NEVADA, STORY COUNTY, IOWA, AND A PART OF THE WEST 28.355 ACRES OF THE EAST HALF (E 1/2) OF THE NORTHWEST FRACTIONAL QUARTER (NW FRL 1/4) OF SECTION SIX (6), TOWNSHIP EIGHTY-THREE (83) NORTH, RANGE TWENTY-TWO (22) WEST OF THE 5TH P.M., NEVADA, STORY COUNTY, IOWA, ALL TOGETHER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 2, BURRIS ADDITION TO NEVADA, STORY COUNTY, IOWA; THENCE S89°52'00"W, ALONG THE NORTH RIGHT-OF-WAY OF S AVENUE, 70.00 FEET, TO THE SOUTHEAST CORNER OF BLOCK 3 OF SAID BURRIS ADDITION TO NEVADA; THENCE S89°35'09"W, ALONG THE SOUTH LINE OF SAID BLOCK 3 AND NORTH RIGHT-OF-WAY LINE OF S AVENUE, 300.34 FEET, TO THE SOUTHWEST CORNER OF SAID BLOCK 3; THENCE N89°41'13"W, ALONG SAID NORTH RIGHT-OF-WAY LINE OF S AVENUE, 70.00 FEET, TO THE SOUTHEAST CORNER OF BLOCK 4 OF SAID BURRIS ADDITION TO NEVADA; THENCE S89°42'39"W, ALONG THE SOUTH LINE OF SAID BLOCK 4, ALSO BEING THE NORTH RIGHT-OF-WAY LINE S AVENUE, 300.25 FEET, TO THE SOUTHWEST CORNER OF SAID BLOCK 4; THENCE N00°22'06"W, ALONG THE WEST LINE OF SAID BLOCK 4, 344.23 FEET; THENCE 46.06 FEET, ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE, CONCAVE SOUTHEAST, HAVING A CHORD BEARING N43°36'57"E, 41.67 FEET; THENCE 277.17 FEET, ALONG THE ARC OF A 430.00 FOOT RADIUS CURVE, CONCAVE NORTHWEST, HAVING A CHORD

BEARING N69°08'02"E, 272.40 FEET; THENCE N50°40'04"E, 60.85 FEET; THENCE 42.97 FEET, ALONG THE ARC OF A 30.00 RADIUS CURVE, CONCAVE SOUTHEAST, HAVING A CHORD BEARING S09°37'52"W, 39.39 FEET; THENCE 131.44 FEET, ALONG THE ARC OF A 335.00 FOOT RADIUS CURVE, CONCAVE SOUTHWEST, HAVING A CHORD BEARING S20°09'54"E, 130.60 FEET; THENCE N81°04'31"E, 382.18 FEET, TO THE NORTHWEST CORNER OF SAID BLOCK 2 OF BURRIS ADDITION TO NEVADA; THENCE S00°29'58"W, ALONG THE WEST LINE OF SAID BLOCK 2, 404.39 FEET, TO THE POINT OF BEGINN

**PUBLIC UTILITY EASEMENT
(Recorder's Cover Sheet)**

Preparer Information:

Ryan L. Haaland
1601 Golden Aspen Drive
Suite 108
Ames, Iowa 50010
(515) 242-8900

Taxpayer Information:

Nevada Dev, LLC
20965 650th Avenue
Nevada, Iowa 50201

Return Document To:

Nevada Dev, LLC

Grantor:

Same as Taxpayer Information

Grantee:

N/A

Legal Descriptions: See Exhibit A

PUBLIC UTILITY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, NEVADA DEV, LLC, an Iowa limited liability company (the "Grantor"), in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Nevada, Iowa, a municipal corporation in the County of Story, State of Iowa (the "City" or "Grantee") receipt of which is hereby acknowledged, does hereby sell, grant and convey unto the City, a permanent easement under, through, and across the real estate described on Exhibit "A" hereto, which is incorporated herein by this reference (the "Easement Area").

That the above-described easement is granted unto the City for the purpose of the City constructing, reconstructing, repairing, replacing, grading, improving, inspecting and maintaining the following public improvements:

Public Utilities

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.
5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
8. Maintenance. The City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor, its grantees, assigns or transferees. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.
9. Approval. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.
10. Release of Dower & Homestead. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.
11. Interpretation. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.
12. Warranty of Title. Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[End of Agreement; Signature Pages & Exhibit Follows]

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

Signed this _____ day of _____, 2025.

Grantor: Nevada Dev, LLC

By: _____
Scott Henry, Manager

STATE OF IOWA, COUNTY OF STORY, ss:

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said County and State personally appeared Scott Henry, as Manager of Nevada Dev, LLC, an Iowa limited liability company, to me personally known, who being by me duly sworn, did say that such persons are executing the within and foregoing instrument and acknowledged that such persons executed the same as the voluntary act and deed of Nevada Dev, LLC, by it and by each voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA)
)
) SS
COUNTY OF STORY)

Signed this _____ day of _____, 20____.

P.73

Exhibit "A"
Easement Area

A 10.00 foot wide public utility easement being a part of lot 1 through lot 4 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the east 10.00 feet of lot 1 and lot 2, and the north 10.00 feet of lot 2 through lot 4.

AND

A 10.00 foot wide public utility easement being a part of lot 5 through lot 16 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the south 10.00 feet of lot 5 through lot 7, the east 10.00 feet of lot 7 through lot 16, and the north 10.00 feet of lot 16.

AND

A 5.00 foot wide public utility easement being a part of lot 11 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the south 5.00 feet of the north 12.50 feet of said lot 11.

AND

A 10.00 foot wide public utility easement being a part of lot 17 through lot 21 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the north 10.00 feet of lot 17, the northwesterly 10.00 feet of lot 17, and the west 10.00 feet of lot 17 through lot 21.

AND

A 10.00 foot wide public utility easement being a part of lot 22 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the north 10.00 feet of the south 25.00 feet of said lot 22.

AND

A 10.00 foot wide public utility easement being a part of lot 22 through lot 26 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the east 10.00 feet of said lot 22 through lot 26, the northeasterly 10.00 feet of lot 26, and the north 10.00 feet of lot 26.

AND

A 10.00 foot wide public utility easement being a part of lot 27 through lot 31 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the west 10.00 feet of said lot 27 through lot 31.

AND

A 10.00 foot wide public utility easement being a part of lot 31 through lot 32 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the north 10.00 feet of the south 25.00 feet of said lot 31 through lot 32.

AND

A 10.00 foot wide public utility easement being a part of lot 21 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, and being more particularly described as follows:

Beginning at the southwest corner of said lot 21; thence along the west line of said lot 21 N00°22'06"W, 10.00 feet; thence departing said west line N89°42'39"E, 130.33 feet; thence N00°00'00"E, 15.00 feet; thence N89°42'39"E, 25.01 feet to the east line of said lot 21; thence along said east line S00°04'18"W, 10.00 feet; thence departing said east line S89°42'39"W, 15.00 feet; thence S00°00'00"E, 15.00 feet to

a point on the south line of said lot 21 S89°42'39"W, 140.26 feet to the point of beginning. Described area contains 1,703 square feet.

AND

A 10.00 foot wide public utility easement being a part of lot 33 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, and being more particularly described as follows:

Beginning at the southeast corner of said lot 33; thence along the south line of said lot 33 S89°52'00"W, 70.00 feet; thence departing said south line N00°16'25"W, 15.00 feet; thence S89°35'09"W, 85.24 feet to a point of the west line of said lot 33; thence along said west line N00°04'18"E, 10.00 feet; thence departing said west line N89°35'09"E, 95.18 feet; thence S00°16'25"E, 15.05 feet; thence N89°52'00"E, 60.14 feet to a point on the east line of said lot 33; thence along said east line S00°29'58"W, 10.00 feet to the point of beginning. Described area contains 1,701 square feet.

AND

A public utility easement being a part of the vacated right of way of 2nd street lying between blocks 3 and 4, and also a part of said block 3, all of which reside in Burris addition, an official plat, and the west 28.355 acres of the east half (E 1/2) of the northwest fractional quarter (NW 1/4) of section six (6), township eighty-three (83) north, range twenty-two (22) west of the 5th p.m., county of story, state of Iowa and being more particularly described as follows:

Beginning at the northwest corner of lot 27 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, county of story, state of Iowa; thence 131.44 feet along a 335.00 foot radius curve, concave southwest, with a chord bearing N20°09'54"W, and a chord length of 130.60 feet; thence 42.97 feet along a 30.00 foot radius curve, concave east, with a chord bearing N09°37'52"E, and a chord length of 39.39 feet; thence S39°19'56"E, 10.00 feet; thence 28.65 feet along a 20.00 foot radius curve, concave east, with a chord bearing S09°37'52"W, 26.26 feet; thence 135.36 feet along a 345.00 foot radius curve, concave southwest, with a chord bearing S20°09'54"E, and a chord length of 134.49 feet to a point on the north line said lot 27; thence along said north line S81°04'31"W, 10.00 feet to the point of beginning.

Described area contains 1,692 square feet and is subject to easements and restrictions of record.

**PUBLIC UTILITY EASEMENT
(Recorder's Cover Sheet)**

Preparer Information:

Ryan L. Haaland
1601 Golden Aspen Drive
Suite 108
Ames, Iowa 50010
(515) 242-8900

Taxpayer Information:

Nevada Dev, LLC
20965 650th Avenue
Nevada, Iowa 50201

Return Document To:

Nevada Dev, LLC

Grantor:

Same as Taxpayer Information

Grantee:

N/A

Legal Descriptions: See Exhibit A

PUBLIC UTILITY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, NEVADA DEV, LLC, an Iowa limited liability company (the "Grantor"), in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Nevada, Iowa, a municipal corporation in the County of Story, State of Iowa (the "City" or "Grantee") receipt of which is hereby acknowledged, does hereby sell, grant and convey unto the City, a permanent easement under, through, and across the real estate described on Exhibit "A" hereto, which is incorporated herein by this reference (the "Easement Area").

That the above-described easement is granted unto the City for the purpose of the City constructing, reconstructing, repairing, replacing, grading, improving, inspecting and maintaining the following public improvements:

Public Utilities

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.
5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
8. Maintenance. The City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor, its grantees, assigns or transferees. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.
9. Approval. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.
10. Release of Dower & Homestead. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.
11. Interpretation. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.
12. Warranty of Title. Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[End of Agreement; Signature Pages & Exhibit Follows]

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

Signed this ____ day of _____, 2025.

Grantor: Nevada Dev, LLC

By: _____
Scott Henry, Manager

STATE OF IOWA, COUNTY OF STORY, ss:

On this ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said County and State personally appeared Scott Henry, as Manager of Nevada Dev, LLC, an Iowa limited liability company, to me personally known, who being by me duly sworn, did say that such persons are executing the within and foregoing instrument and acknowledged that such persons executed the same as the voluntary act and deed of Nevada Dev, LLC, by it and by each voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA)
) SS
COUNTY OF STORY)

Signed this _____ day of _____, 20____.

P.80

Exhibit "A"
Easement Area

A 10.00 foot wide public utility easement being a part of lot 1 through lot 4 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the east 10.00 feet of lot 1 and lot 2, and the north 10.00 feet of lot 2 through lot 4.

AND

A 10.00 foot wide public utility easement being a part of lot 5 through lot 16 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the south 10.00 feet of lot 5 through lot 7, the east 10.00 feet of lot 7 through lot 16, and the north 10.00 feet of lot 16.

AND

A 5.00 foot wide public utility easement being a part of lot 11 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the south 5.00 feet of the north 12.50 feet of said lot 11.

AND

A 10.00 foot wide public utility easement being a part of lot 17 through lot 21 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the north 10.00 feet of lot 17, the northwesterly 10.00 feet of lot 17, and the west 10.00 feet of lot 17 through lot 21.

AND

A 10.00 foot wide public utility easement being a part of lot 22 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the north 10.00 feet of the south 25.00 feet of said lot 22.

AND

A 10.00 foot wide public utility easement being a part of lot 22 through lot 26 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the east 10.00 feet of said lot 22 through lot 26, the northeasterly 10.00 feet of lot 26, and the north 10.00 feet of lot 26.

AND

A 10.00 foot wide public utility easement being a part of lot 27 through lot 31 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the west 10.00 feet of said lot 27 through lot 31.

AND

A 10.00 foot wide public utility easement being a part of lot 31 through lot 32 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the north 10.00 feet of the south 25.00 feet of said lot 31 through lot 32.

AND

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Beginning at the southwest corner of said lot 21; thence along the west line of said lot 21 N00°22'06"W, 10.00 feet; thence departing said west line N89°42'39"E, 130.33 feet; thence N00°00'00"E, 15.00 feet; thence N89°42'39"E, 25.01 feet to the east line of said lot 21; thence along said east line S00°04'18"W, 10.00 feet; thence departing said east line S89°42'39"W, 15.00 feet; thence S00°00'00"E, 15.00 feet to

a point on the south line of said lot 21 S89°42'39"W, 140.26 feet to the point of beginning. Described area contains 1,703 square feet.

AND

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Beginning at the southeast corner of said lot 33; thence along the south line of said lot 33 S89°52'00"W, 70.00 feet; thence departing said south line N00°16'25"W, 15.00 feet; thence S89°35'09"W, 85.24 feet to a point of the west line of said lot 33; thence along said west line N00°04'18"E, 10.00 feet; thence departing said west line N89°35'09"E, 95.18 feet; thence S00°16'25"E, 15.05 feet; thence N89°52'00"E, 60.14 feet to a point on the east line of said lot 33; thence along said east line S00°29'58"W, 10.00 feet to the point of beginning. Described area contains 1,701 square feet.

AND

A public utility easement being a part of the vacated right of way of 2nd street lying between blocks 3 and 4, and also a part of said block 3, all of which reside in Burris addition, an official plat, and the west 28.355 acres of the east half (E 1/2) of the northwest fractional quarter (NW 1/4) of section six (6), township eighty-three (83) north, range twenty-two (22) west of the 5th p.m., county of story, state of Iowa and being more particularly described as follows:

Beginning at the northwest corner of lot 27 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, county of story, state of Iowa; thence 131.44 feet along a 335.00 foot radius curve, concave southwest, with a chord bearing N20°09'54"W, and a chord length of 130.60 feet; thence 42.97 feet along a 30.00 foot radius curve, concave east, with a chord bearing N09°37'52"E, and a chord length of 39.39 feet; thence S39°19'56"E, 10.00 feet; thence 28.65 feet along a 20.00 foot radius curve, concave east, with a chord bearing S09°37'52"W, 26.26 feet; thence 135.36 feet along a 345.00 foot radius curve, concave southwest, with a chord bearing S20°09'54"E, and a chord length of 134.49 feet to a point on the north line said lot 27; thence along said north line S81°04'31"W, 10.00 feet to the point of beginning.

Described area contains 1,692 square feet and is subject to easements and restrictions of record.

Prepared By: Ryan L. Haaland, Fredrikson & Byron P.A., 111 E. Grand Ave., Ste. 301, Des Moines, IA 50309; (515) 242-8900
Return To: City Clerk, 1209 6th Street, Nevada, Iowa 50201

WARRANTY DEED

For the consideration of One Dollar(s) and other valuable consideration, Nevada Dev, LLC, an Iowa limited liability company, ("Grantor") does hereby convey to the City of Nevada, Story County, Iowa, a municipal corporation, the following described real estate:

Lot A, Lot B, and Outlot Z, Northview Plat 1, Nevada, Story County, Iowa

The Grantor hereby covenants with grantees, and successors in interest, that they hold the real estate by title in fee simple; that Grantor has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and Grantor covenants to warrant and defend the real estate against the lawful claims of all persons, except as may be above stated. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

This conveyance is exempt pursuant to Iowa Code 428A.2(6).

Dated: _____, 2025

Nevada Dev, LLC

By

Scott Henry, Manager

STATE OF IOWA, COUNTY OF STORY:

This record was acknowledged before me this ____ day of _____ 2025 by Scott Henry, as Manager of Nevada Dev, LLC.

Signature of Notary Public

RECORDER'S COVER SHEET

Type of Document: Restrictive Covenants and Regulations

Prepared By: Ryan L. Haaland, 1601 Golden Aspen Drive, Suite 108, Ames, Iowa 50010;
(515) 242-8900

**When Recorded,
Return to:** Nevada Dev, LLC
20965 650th Avenue, Nevada, Iowa 50201

Mail Tax Notices to: N/A

Grantors/Grantees: N/A

Legal Description: Legal description referenced by Declaration on page 2

**RESTRICTIVE COVENANTS AND REGULATIONS FOR
NORTHVIEW PLAT 1, NEVADA, STORY COUNTY, IOWA**

WHEREAS, the undersigned, Nevada Dev, LLC, an Iowa limited liability company (the "Declarant") is the owner of Lots 1 through 33 (each, a "Lot" or collectively, the "Lots") and Outlots W, X, Y, and Z (each, an "Outlot" or collectively, the "Outlots") contained in Northview Plat 1, Nevada, Story County, Iowa (the "Subdivision"); and

WHEREAS, all of the Lots will be developed and governed by and in accordance with these restrictive covenants and regulations (the "Declaration"); and

WHEREAS, for their own protection and for the benefit of subsequent owners of said Lots within said Subdivision, the said owner desires to restrict the use thereof in certain particulars;

NOW, THEREFORE, the parties hereto, in consideration of the covenants and agreements contained herein, by these presents, covenant, bargain and agree for themselves for their successors and assigns, as follows:

1. Definitions.
 - a. "Declaration" shall mean and refer to this Declaration of Restrictive Covenants and Regulations to which the Lots are subject, as the same may be amended from time to time.
 - b. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including the Declarant, but excluding those persons or entities having such interest merely as security for the performance of an obligation. If a Lot is sold on contract, the Owner shall be deemed to be the contract buyer. In the event the contract buyer fails to comply with any of the terms of this Declaration, the contract seller shall comply with the terms of this Declaration. As between a contract seller and a contract buyer, there will be only one Owner per Lot.
2. Residential Purpose. The Lots shall be known and described as residential lots and shall not be improved, used, or occupied for other than private single-family residential purposes.
3. General Construction Requirements. The residences to be constructed or to be permitted to remain on the Lots shall meet the following requirements:
 - a. One (1) story residences shall have a ground floor finished area of not less than one thousand (1,000) square feet.
 - b. One and one-half (1½) story residences, two (2) story residences, and split-level residences shall have a total finished area on the ground floor and second floor or split-level of not less than one thousand three hundred seventy-five (1,375) square feet.
 - c. The computation of the total finished area shall not include porches, breezeways or garages.

- d. At least twenty-five percent (25%) of the front façade of any residence on the Lot must be constructed of stone or a material other than traditional siding (e.g. stone, stucco, shake, or board and batten).
- e. As part of completion of construction of the residential dwelling on any Lot, the front yard and side yards shall be sodded, and at least one (1) tree must be planted in the front yard.
- f. All dwellings on Lots must have, at a minimum, a double attached garage.
- g. Roof materials should be slate, tile, cedar shakes, or composite shingles. Composite shingles shall be architectural grade, minimum thirty (30) year warranty. Shingle colors shall be compatible with and complimentary to the exterior materials and colors. White or white blend roof materials are not acceptable. Notwithstanding, alternative roofing materials may be used if prior approval of such use is granted by the Declarant.
- h. The residential structure upon a Lot must be completed within twelve (12) months of the commencement date of the construction and construction must begin within one hundred eighty (180) days of the date on the deed from the Declarant. All excess dirt from the excavation shall be hauled from the Lot or used as a part of the final landscape plan. Any excess dirt, concrete, or other debris may not be placed on other land within the Subdivision. **IF CONSTRUCTION HAS NOT BEGUN ON A LOT WITHIN ONE HUNDRED EIGHTY (180) DAYS OF THE DATE ON THE DEED FROM THE DECLARANT, THEN THE OWNER OF RECORD, AT THE DECLARANT'S REQUEST, AGREES TO DEED THE PROPERTY BACK TO THE DECLARANT FOR NINETY PERCENT (90%) OF THE ORIGINAL PURCHASE PRICE WITH NO ADJUSTMENT FOR TAXES, CLOSING COSTS OR INTEREST AT THE TIME THE DEED IS CONVEYED TO THE DECLARANT. THE DECLARANT WILL PAY ONLY FOR DEED PREPARATION, RECORDING FEES, AND TRANSFER TAXES. ON ISSUANCE OF AN OCCUPANCY PERMIT FOR A RESIDENCE, THIS RIGHT TO REPURCHASE SHALL TERMINATE AS TO THAT LOT.**

5. No Right to Subdivide. No Lot shall be subdivided for the purpose of constructing more than one (1) residence per Lot; however, parts of Lots may be conveyed to adjoining owners for any other purpose.

6. Declarant Review of Plans. No building, fence, wall or other structure shall be commenced, erected, or maintained on any Lot, nor shall any exterior addition, change, or alteration be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same have been submitted to and approved in writing by the Declarant. The primary guidelines for approval are that the plans and specifications reflect harmony of external design and location in relation to surrounding structures and drainage patterns in accordance with the storm water management plan. Notwithstanding anything herein to the contrary, approval of any plans and specifications may be granted or withheld in the sole and absolute discretion of the Declarant. When: (a) Declarant no longer has any ownership interest in any portion of the Subdivision, including any Outlot, and (b) all Lots have been built upon, then the requirements imposed by this paragraph shall terminate.

7. General Use Restrictions. The following restrictions shall also constitute covenants with respect to Lots:

- a. There shall be no mobile homes placed or erected on any Lot.
- b. No pre-erected dwelling shall be moved to any Lot.
- c. The Lots may have fences, provided that no chain link material may be used, including around a dog run, unless such chain link is black vinyl clad. All fences shall be kept in good repair and attractive appearance. Fences may not exceed six (6) feet in height. Pool fences shall be landscaped and screened with shrubs or bushes. No fence or other structures may be built or maintained within the front building setback areas as shown on the final plat of the Subdivision, and no fences shall be built or maintained in front of the front line of the residential dwelling extended to the side Lot lines. The fence fabric or fence screening material shall be mounted on the exterior face of the fence posts or fence framing. Nothing contained in this subsection shall be deemed to avoid or circumvent Declarant's rights set forth in Section 6, above.
- d. All homes must be built by a recognized homebuilder, defined as a homebuilder who completes at least three (3) new homes per year.
- e. All finished Lots and house grades shall conform to the Declarant's grading plan with the City of Nevada, if any, which shall be obtained from the Declarant at the closing of the purchase of said Lots.
- f. No above ground or non-permanent swimming pool shall be permitted on any Lot.
- g. No building or structure of temporary character, and no trailer, basement, tent, shack, garage, or outbuilding shall be used at any time as a residential dwelling on any Lot, either temporarily or permanently. Tool sheds, utility buildings or playhouses may be placed on any Lot; however, the area of said auxiliary structures shall not exceed one hundred forty-four (144) total square feet and said auxiliary structures shall be constructed using materials that are the same or substantially similar in type and quality to those materials used to construct the primary dwelling.
- h. No recreational vehicle, camper, tent, boat, or truck rated larger than three quarters ($\frac{3}{4}$) of a ton shall be maintained or parked on a Lot or street within public view for a period of time exceeding forty-eight (48) consecutive hours or for more than thirty (30) total days in any calendar year.
- i. No rubbish containers shall be visible from the street except on pickup day and one (1) day before and one (1) day after pickup day. Construction waste containers shall be exempt from this provision; however, the builder or Lot owner shall be responsible for keeping the construction debris contained on the Lot and in the construction waste containers.
- j. No extension towers or antennas of any kind shall be constructed, modified, or permitted on any Lot except television or radio antennas of less than ten (10) feet are permitted on dwellings or garages. Satellite dishes or parabolic devices in excess of thirty-six (36) inches in diameter used to receive television or other signals from satellites shall not be permitted. The satellite dishes or parabolic devices shall be mounted on the rear elevation or the rear half of the side elevation only. In no event

COUNCIL ACTION FORM

AGENDA ITEM: Repainting of North Downtown Light Poles

HISTORY:

The downtown light poles are a key component of the downtown streetscape and contribute significantly to the aesthetic appeal of the City's core. As part of the Central Business District Project light poles were upgraded as part of the project. With the growth of the Main Street business district, finding cost effective ways to streamline aesthetics of 6th Street has come to the forefront. Replacing the existing light poles seem fiscally irresponsible, especially since the current poles are fully operational. Revitalization of the existing poles seems to be the best option at this time. Over time, these fixtures have experienced visible wear, including faded paint, rusting, and weather-related degradation. Council has noted the need for some additional improvements to the north part of Main Street as part of ongoing downtown enhancement efforts.

Cutting Edge Painting has submitted a proposal, which includes

- Industrial Coatings (varying in degree of treatment) for fifteen (15) light poles - \$7,500.00

OPTIONS:

1. Approve Proposal from Cutting Edge Painting in the amount of \$7,500.00 to repaint fifteen (15) light poles.
2. Seek additional pricing.
3. Do nothing at this time.

Staff Recommendation:

1. Staff recommends accepting Option #1: Approve Proposal from Cutting Edge Painting in the amount of \$7,500.00 to repaint fifteen (15) light poles.



PROPOSAL

TO: **Jordon Cook**
City Of Nevada
1209 6th Street
Nevada, IA 50201

Project: Repainting Of 5 Light Poles
Address: 1209 6th Street
Nevada, IA 50201
Date: 6/16/2025

We propose to furnish all materials, equipment, and labor, subject to any exclusions listed below, required to complete the following:

1. Industrial Coatings **\$2,500.00**

Description of Services:

Repaint 5 light poles: Grind rust spots, prime with rust destroyer and topcoat with Acrolon 218 polyurethane

2. Industrial Coatings **\$5,000.00**

Description of Services:

Repaint 10 black faded light poles. 4 on street and 6 in parking lot. Light fixture excluded.

Subtotal:	\$7,500.00
*0% Tax:	\$0.00
TOTAL:	\$7,500.00

Contractor: Lanny Feight
Cutting Edge Painting LLC

6/16/2025
Date

ACCEPTANCE OF PROPOSAL: The above prices, scope, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work specified.

Client: _____
City Of Nevada

Date

RESOLUTION NO. 103 (2024/2025)

A RESOLUTION APPROVING THE CONTRACT DOCUMENTS FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, 25-DTR-004 DOWNTOWN REVITALIZATION

WHEREAS, eight (8) facades have been committed to being included in the application for grant funding from the Iowa Economic Development Authority's Downtown Revitalization Fund, funded through a Community Development Block Grant (CDBG); and

WHEREAS, IEDA has awarded the City a Community Development Block Grant in the amount not to exceed \$650,000.00; and

WHEREAS, adoption of additional documents is needed for the project to proceed, including: Code of Conduct, Policy on the Prohibition of the Use of Excessive Force, Procurement Policy and Procedures, Equal Opportunity Policy Statement, Residential Anti-Displacement and Relocation Assistance Plan, Affirmative Fair Housing Policy/Notice, Administrative Plan, Signature Authorization for Alternate Signators; and

WHEREAS, the documents have been prepared by MIPA and are individually outlined in Exhibits A, B, C, D, E, F, G, H, per contract number 25-DTR-004; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Iowa, that the City adopts these documents upon the terms and conditions set forth in Exhibits A – H, Contract Number 25-DTR-004 for the Community Development Block Grant Program. The Mayor and City Clerk are hereby authorized to execute the agreement and execute such other documents that are necessary on behalf of the City of Nevada.

Passed and approved this 23rd day of June, 2025.

Ryan Condon, Mayor

ATTEST:

Kerin Wright, City Clerk

CODE OF CONDUCT
Required for CDBG Projects

PURPOSE

The purpose of this Code of Conduct is to ensure the efficient, fair, and professional administration of federal grant funds in compliance with the procurement policy and other applicable federal and state standards, regulations, and laws.

APPLICATION

This Code of Conduct applies to all officers, employees, or agents of City of Nevada engaged in the award or administration of contracts supported by federal grant funds.

REQUIREMENTS

No officer, employee, or agent of City of Nevada shall participate in the selection, award, or administration of a contract supported by federal grant funds, if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer, or agent;
 - b. Any member of his/her immediate family;
 - c. His/her partner; or
- An organization which employs or is about to employ any of the above; or, has a financial or other interest in the firm selected for award.

Officers, employees, or agents of City of Nevada shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or subcontractors.

FRAUD, WASTE AND ABUSE

City of Nevada has zero tolerance for the commission or concealment of acts of fraud, waste, or abuse. All officers, employees, or agents shall notify Jordan Cook of suspected actions. Allegations of such acts will be investigated and pursued to their logical conclusion, including legal action where warranted. Concerns may be reported to:

Name & Title: Jordan Cook, City Administrator

Phone: 515-382-5466

Address: 1209 6th Street, PO Box 530

Nevada, IA 50201

REMEDIES

To the extent permitted by federal, state, or local laws or regulations, violation of these standards may cause penalties, sanctions, or other disciplinary actions to be taken against (Recipient's) officers, employees, or agents, or the contractors, potential contractors, subcontractors, or their agents.

Passed and adopted this 23rd day of June, 2025.

(signature)

Jordan Cook, City Administrator

(typed name), (title)

ATTEST:

(signature)

POLICY ON THE PROHIBITION OF THE USE OF EXCESSIVE FORCE

WHEREAS, City of Nevada has received federal funding through the Community Development Block Grant (CDBG) program; and,

WHEREAS, Section 519 of the Department of Veteran Affairs and U.S. Department of Housing and Urban Development, and Independent Agencies Appropriations Act of 1990 requires that all CDBG recipients adopt and enforce a policy to prohibit the use of excessive force by law enforcement agencies within the recipient's jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

WHEREAS, all recipients of CDBG funds are further required to follow a policy of enforcing applicable state and local laws against physically barring entrances or exits to a facility that is the subject of a nonviolent protest demonstration; and

WHEREAS, City of Nevada endorses a policy prohibiting the use of excessive force and will inform all law enforcement agencies within its jurisdiction of this policy,

NOW, THEREFORE, BE IT RESOLVED, City of Nevada hereby prohibits any law enforcement agency operating within its jurisdiction from using excessive force against any individuals engaged in nonviolent civil rights demonstrations. In addition, City of Nevada agrees to enforce any applicable state or local laws against physically barring entrances or exits from a facility or location that is the subject of a non-violent protest demonstration. City of Nevada further pledges enforcement of this policy within its jurisdiction and encourages any individual or group who feels that City of Nevada has not complied with this policy to file a complaint.

Information and assistance relative to excessive force complaints shall be provided by:

Name: Jordan Cook

Phone Number: 515-382-5466

Adopted by City of Nevada this 23rd day of June, 2025

Signed {chief elected official} _____

Community Development Block Grant Procurement Policies and Procedures

2 *CFR* 200.317 provides that subrecipients of a state that is administering federal funds will follow sections 200.318 (General procurement standards) through 200.326 (Contract provisions). However, 24 *CFR* 570.489(g), set out in full below, enables states that administer Community Development Block Grant funds to adopt procurement standards other than those set out in 2 *CFR* Part 200 for units of local government that are subrecipients of CDBG funds.

24 CFR 570.489 (g) Procurement: When procuring property or services to be paid for in whole or in part with CDBG funds, the State shall follow its procurement policies and procedures. The State shall establish requirements for procurement policies and procedures for units of general local government, based on full and open competition. Methods of procurement (e.g., small purchase, sealed bids/formal advertising, competitive proposals, and noncompetitive proposals) and their applicability shall be specified by the State. Cost plus a percentage of cost and percentage of construction costs methods of contracting shall not be used. The policies and procedures shall also include standards of conduct governing employees engaged in the award or administration of contracts. (Other conflicts of interest are covered by § 570.489(h).) The State shall ensure that all purchase orders and contracts include any clauses required by Federal statutes, Executive orders, and implementing regulations. The State shall make subrecipient and contractor determinations in accordance with the standards in 2 *CFR* 200.330.

The State of Iowa, in its administration of the CDBG, hereby establishes the following procurement standards for subrecipients of CDBG funding that are units of local government.

Procurement Standards

General (Replaces 2 *CFR* 200.318)

Subrecipients of the CDBG program must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

The subrecipient alone shall be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the subrecipient of any contractual responsibilities under its contracts.

Conflicts of Interest in Awarding Contracts (Replaces 2 *CFR* 200.318)

The subrecipient must maintain written standards of conduct covering and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

If the subrecipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

IEDA may terminate contracts with any CDBG subrecipient that violates this policy and may require full repayment of funds issued to the subrecipient.

Best Cost (Replaces 2 CFR 200.318)

The subrecipient's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

The subrecipient is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

Responsible Contractors (Replaces 2 CFR 200.318)

The subrecipient must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Awards must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The subrecipient must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following:

1. rationale for the method of procurement
2. selection of contract type
3. contractor selection or rejection
4. the basis for the contract price

Competition (Replaces 2 CFR 200.319)

All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for

such procurements. IEDA will consider requests for waivers of this provision. The subrecipient must make a sufficient showing that the number of contractors that provide the goods or services is insufficient that it is necessary to not exclude contractors that developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals.

Examples restrictions on competition include but are not limited to:

1. Placing unreasonable requirements on firms in order for them to qualify to do business;
2. Requiring unnecessary experience and excessive bonding;
3. Noncompetitive pricing practices between firms or between affiliated companies;
4. Noncompetitive contracts to consultants that are on retainer contracts;
5. Organizational conflicts of interest;
6. Specifying only a "brand name" product instead of allowing "an equivalent" product to be offered and describing the performance or other relevant requirements of the procurement; and
7. Any arbitrary action in the procurement process.

The subrecipient must conduct procurement in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal or State of Iowa law expressly mandates or encourages geographic preference. Nothing in this section preempts state licensing laws.

When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion, provided that an appropriate number of qualified firms remain, given the nature and size of the project, to compete for the contract.

The subrecipient must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided. When it is impractical or not reasonably feasible to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

Types of Procurement (Replaces 2 CFR 200.320) (based on Iowa Code section 11.117 & 11.118)

The procurement method used by the subrecipient is determined by what is being procured: construction, professional services (such as architectural, engineering, or technical services), or other general goods and/or services.

For construction, subrecipients shall refer to and follow Iowa Code chapter 26 (<https://www.legis.iowa.gov/docs/code/2022/26.pdf>). Be aware that there are differing contract dollar thresholds depending upon the type of project and the type of subrecipient (e.g., county, city with a population of less than 50,000, city with a population over 50,000, etc.). These thresholds are periodically updated; please check the Code for the most current information. Please also note that regardless of Iowa Code chapter 26, **HUD still requires that formal, competitive procurement, including construction bid notices, is published in a newspaper of general circulation.** If the project cost is anticipated to be below the Chapter 26 threshold, then follow the “other general goods and/or services” procedures below.

For professional services (such as architectural, engineering, or technical services), subrecipients shall use a formal *competitive selection* process to procure the services. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. For more detail, see the fourth method of procurement below, “competitive proposals.”

For other general goods and/or services, subrecipients shall adhere to one of the four following methods depending upon anticipated *aggregate total purchase cost*, not individual line-item cost. Note that this may result in utilizing several methods of procurement. For example, if certain goods/services can be procured from a particular pool of vendors, that group of goods/services should be batched together, and the anticipated total purchase price of those items would determine the procurement method. The process would then be repeated for any remaining goods/services. Please note that regardless of price, any service (e.g., asbestos testing, archeological survey, etc.) requires a contract be drawn up and signed; the contract must include the CDBG required contract provisions. Purchases of goods/materials only, if less than \$5,000, do not require a contract.

1. **Small:** Estimated annual value does not exceed \$5,000 and does not exceed \$15,000 for multiyear contracts: The subrecipient does not need to solicit competitive quotations if the subrecipient considers the price to be reasonable. To the extent practicable, the subrecipient must distribute such procurement equitably among qualified suppliers.
2. **Simple:** Estimated annual value exceeds \$5,000 but less than \$50,000 per year and does not exceed \$150,000 for multiyear contracts: The subrecipient may use an informal competitive selection process to engage a service provider. Informal selection means price or rate quotations must be obtained from an adequate number of qualified sources. The subrecipient may contact the prospective service providers in person, by telephone, fax, email, or letter. The subrecipient should solicit at least three prospective service providers. The subrecipient must justify, to IEDA’s satisfaction, contacting fewer than three service providers. The justification shall be included in the contract file.
3. **Sealed bids:** (formal advertising): Estimated annual value exceeds \$50,000 per year and exceeds \$150,000 for multiyear contracts: **Bids** are publicly solicited (*i.e., published in a newspaper of general circulation*) and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price. A complete, adequate, and realistic specification or purchase description will be developed before bidding.

If this method is used, the following requirements apply:

1. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, and the invitation for bids must be publicly advertised (not required for nonprofit entities);
2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
3. All bids will be opened at the time and place prescribed in the invitation for bids, and the bids must be opened publicly.
4. The subrecipient shall enter into a firm fixed price contract award with the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
5. Any or all bids may be rejected if there is a sound documented reason.

4. **Competitive Proposals:** Estimated annual value exceeds \$50,000 per year and exceeds \$150,000 for multiyear contracts: The technique of **competitive proposals** is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when a sealed bidding process is not appropriate, generally for service contracts. Apart from **professional services** such as architectural/engineering (A/E) services or technical assistance (which uses this method regardless of contract price), this method is not commonly used for traditional CDBG projects. If you believe your projects warrants this method for anything other than the professional services identified above, please consult with your IEDA project manager prior to initiating the process.

If this method is used, the following requirements apply:

1. Requests for proposals must be publicized (*i.e., in a newspaper of general circulation*) and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
2. Proposals must be solicited from an adequate number of qualified sources;
3. The subrecipient must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
4. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
5. The subrecipient may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

Note: Noncompetitive proposals: Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

1. The item is available only from one possible source. This type of procurement is referred to as sole-source procurement;
2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
3. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
4. After solicitation of a number of sources, competition is determined inadequate. This type of procurement is referred to as single-source procurement and must be approved by IEDA prior to entering into contract.

Targeted Small Businesses – Minority, Disabled, and Woman Owned Businesses (Replaces 2 CFR 200.321)

The subrecipient must take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, businesses owned by disabled persons, and labor surplus area firms are used when possible.

Affirmative steps must include:

1. Placing qualified small and minority businesses, small women's business enterprises, and small businesses owned by disabled persons on solicitation lists. Link to a directory of Targeted Small Businesses in Iowa: <https://iowaeda.microsoftcrmportals.com/tsb-search/>;
2. Ensuring that Targeted Small Businesses are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by Targeted Small Businesses;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by Targeted Small Businesses;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of Commerce and the Iowa Economic Development Targeted Small Business Program <https://www.iowaeconomicdevelopment.com/tsb>; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Recycled Content and Products (Replaces 2 CFR 200.322)

When appropriate, specifications shall include requirements for the use of recovered materials and products.

The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product.

Cost Analysis and Contract Price (Replaces 2 CFR 200.323)

The subrecipient must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the subrecipient must make independent estimates before receiving bids or proposals.

The subrecipient must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the subrecipient under 2 CFR 200.402 – 406.

The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

Review of Procurement Documents and Procurement System (Replaces 2 CFR 200.324)

The subrecipient must make available upon request pre-procurement review; procurement documents, such as requests for proposals or invitations for bids; or independent cost estimates, when:

1. Requested by IEDA;
2. The procurement is expected to exceed the small, simple and professional acquisition thresholds and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
3. The procurement, which is expected to exceed the small, simple and professional acquisition thresholds, specifies a "brand name" product;

IEDA Certification: The subrecipient may request that IEDA certify that its procurement system meets these standards.

Self-certification: The subrecipient may self-certify its procurement system. Such self-certification shall not limit IEDA's right to review and survey the system. If a subrecipient self-certifies its procurement system, the IEDA may rely on written assurances from the subrecipient that it is complying with these standards. The subrecipient must cite specific policies, procedures, regulations, or standards as compliant with these requirements and make its system available for review.

Bonding (Replaces 2 CFR 200.325)

For construction or facility improvement contracts or subcontracts for public improvement projects and multi-family residential buildings of eight units or more, the minimum requirements shall be as follows:

1. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
2. A performance bond for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
3. A payment bond for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to ensure that the contractor will pay as required by law all persons supplying labor and material in the execution of the work provided for in the contract.

The subrecipient may petition IEDA to accept its bonding policy, provided that IEDA has made a determination that the Federal interest is adequately protected.

Recipients are expected to comply with all state requirements regarding bonding requirements for public improvement projects: <https://www.legis.iowa.gov/docs/code/2019/573.pdf>

Recipients should consult with their legal counsel to determine how state requirements may impact their CDBG project.

Contract Provisions (Replaces 2 CFR 200.326)

The subrecipient's contracts must contain the applicable provisions set out in Appendix II of the CDBG Management Guide

ACKNOWLEDGEMENT AND ADOPTION

*As a recipient of Community Development Block Grant (CDBG) funds, City of Nevada
adopts the State of Iowa's CDBG Procurement Policies and Procedures and agrees to apply all policies
and procedures to CDBG funded projects within City of Nevada.*

Adopted by: City of Nevada

Adopted on: 23rd day of June, 2025

Chief Elected Official:

Ryan Condon, Mayor

Typed/printed name

Signature

EQUAL OPPORTUNITY POLICY STATEMENT

It is the policy of City of Nevada to provide equal opportunity to all employees, applicants and program beneficiaries; to provide equal opportunity for advancement of employees; to provide program and employment facilities which are accessible to the handicapped and to administer its programs in a manner that does not discriminate against any person because of race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship or sexual orientation.

The City of Nevada has ultimate responsibility for the overall administration of the affirmative action/equal opportunity program. The total integration of equal opportunity into all parts of personnel and program management is the City of Nevada's responsibility. The City of Nevada will review all policies and procedures as they affect equal opportunity and affirmative action and ensure compliance with relevant federal and state statutes.

The right of appeal and recourse is guaranteed by City of Nevada. Any person who feels that he or she has been denied employment, participation, representation, or services in any program administer by the City of Nevada because of race, creed, color, religion, sex, national origin, age, disability, political affiliation, sexual orientation, or citizenship has the right to file an equal opportunity complaint. Information and assistance relative to equal opportunity complaints shall be provided by Kerin Wright, who can be contacted at City of Nevada.

This Equal Opportunity Policy of the City of Nevada shall be posted in conspicuous places within the facility, distributed to all employees, contractors and to the persons of all advisory and policy-making groups.

Mayor/Chairperson

City of Nevada/Story County

City/County

Adopted on: 06 / 23 / 2025

RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN

This Residential Anti-displacement and Relocation Assistance Plan is prepared by City of Nevada in accordance with the Housing and Community Development Act of 1974, as amended; and HUD regulations at 24 CFR 42.325 and is applicable to our CDBG-assisted projects.

Minimize Displacement

Consistent with the goals and objectives of activities assisted under the Act, City of Nevada will take the following steps to minimize the direct and indirect displacement of persons from their homes:

- Coordinate code enforcement with rehabilitation and housing assistance programs.
- Evaluate housing codes and rehabilitation standards in reinvestment areas to prevent undue financial burden on established owners and tenants.
- Stage rehabilitation of apartment units to allow tenants to remain in the building/complex during and after the rehabilitation, working with empty units first.
- Arrange for facilities to house persons who must be relocated temporarily during rehabilitation.
- Adopt policies to identify and mitigate displacement resulting from intensive public investment in neighborhoods.
- Adopt policies which provide reasonable protections for tenants faced with conversion to a condominium or cooperative.
- Adopt tax assessment policies, such as deferred tax payment plans, to reduce impact of increasing property tax assessments on lower income owner-occupants or tenants in revitalizing areas.
- Establish counseling centers to provide homeowners and tenants with information on assistance available to help them remain in their neighborhood in the face of revitalization pressures.
- Where feasible, give priority to rehabilitation of housing, as opposed to demolition, to avoid displacement.
- If feasible, demolish or convert only dwelling units that are not occupied or vacant occupiable dwelling units (especially those units which are "lower-income dwelling units" (as defined in 24 CFR 42.305).
- Target only those properties deemed essential to the need or success of the project.

Relocation Assistance to Displaced Persons

City of Nevada will provide relocation assistance for lower-income tenants who, in connection with an activity assisted under the CDBG Program, move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR 42.350. A displaced person who is not a lower-income tenant, will be provided relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24.

One-for-One Replacement of Lower-Income Dwelling Units

The City of Nevada will replace all occupied and vacant occupiable lower-income dwelling units demolished or converted to a use other than lower-income housing in connection with a project assisted with funds provided under the CDBG Program in accordance with 24 CFR 42.375. Before entering into a contract committing City of Nevada to provide funds for a project that will directly result in demolition or conversion of lower-income dwelling units, City of Nevada will make public by publication in a newspaper

of general circulation and through city council meetings and submit to the Iowa Economic Development Authority (IEDA) the following information in writing:

- A description of the proposed assisted project;
 - The address, number of bedrooms, and location on a map of lower-income dwelling units that will be demolished or converted to a use other than as lower-income dwelling units as a result of an assisted project;
 - A time schedule for the commencement and completion of the demolition or conversion;
 - To the extent known, the address, number of lower-income dwelling units by size (number of bedrooms) and location on a map of the replacement lower-income housing that has been or will be provided.
- NOTE: See also 24 CFR 42.375(d).
5. The source of funding and a time schedule for the provision of the replacement dwelling units;
- The basis for concluding that each replacement dwelling unit will remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy; and
- Information demonstrating that any proposed replacement of lower-income dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units), or any proposed replacement of efficiency or single-room occupancy (SRO) units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the HUD-approved Consolidated Plan and 24 CFR 42.375(b).

To the extent that the specific location of the replacement dwelling units and other data in items 4 through 7 are not available at the time of the general submission, City of Nevada will identify the general location of such dwelling units on a map and complete the disclosure and submission requirements as soon as the specific data is available.

Replacement not Required Based on Unit Availability

Under 24 CFR 42.375(d), the City of Nevada may submit a request to IEDA for a determination that the one-for-one replacement requirement does not apply based on objective data that there is an adequate supply of vacant lower-income dwelling units in standard condition available on a non-discriminatory basis within the area.

Contacts

The City of Nevada is responsible for tracking the replacement of lower income dwelling units and ensuring that they are provided within the required period. The City of Nevada is responsible for providing relocation payments and other relocation assistance to any lower lower-income person displaced by the demolition of any dwelling unit or the conversion of lower-income dwelling units to another use.

Adopted by City of Nevada this 23rd day of June, 2025

Signed _____
Ryan Condon, Mayor

AFFIRMATIVE FAIR HOUSING POLICY / NOTICE

This notice is published pursuant to the requirements of Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with federal assistance, and with Title VIII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in the provision of housing because of race, color, creed, religion, sex, national origin, disability or familial status.

City of Nevada

_____ advises the public that it will administer its assisted programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing and the provision of brokerage services.

City of Nevada

_____ shall assist individuals who believe they have been subject to discrimination in housing through the resources of the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

City of Nevada

_____ has designated the following (person or office) as the contact to coordinate efforts to comply with this policy. Inquiries should be directed to:

NAME: Jordan Cook, City Administrator

OFFICE: City of Nevada

ADDRESS: 1209 6th Street, PO Box 530

CITY/STATE/ZIP CODE: Nevada, IA 50201

PHONE NUMBER: 515-382-5466

HOURS: 8:00 a.m. - 5:00 p.m.

Affirmative Fair Housing Policy adopted on: 23rd day of June, 2025.
Resolution # _____.

(Signature)

Ryan Condon, Mayor

(typed name, title)

ATTEST:

(signature)

Administrative Plan for the City of Nevada Contract # 25-DTR-004
For submittal to the Iowa Economic Development Authority (IEDA)

City: City of Nevada

- ✓ Assume ultimate responsibility for the overall grant project, as the HUD designated Responsible Entity in accordance with 24 CFR 58.
- ✓ Monitor project timeliness to ensure project goes out to bid within a year of contract start date (for DTR projects) or within 30 days of completing the Tier II review (for CV projects).
- ✓ Monitor and provide information on deletion/substitution of properties. In the event of the contract performance measure changing (total number of buildings) an amendment must be requested of IEDA.
- ✓ Ensure property owners are refraining from any other prohibited work on their building that is not a part of the CDBG façade project.
- ✓ Review sample Easement Agreement and Construction Terms Agreements with city legal counsel. Once executed, oversee to ensure compliance.
- ✓ Communicate with property owners on any proposed change orders during construction, including how it may impact the property owner's financial contribution, as well as timing changes resulting from the potential of re-opening Section 106 consultation, (if applicable).
- ✓ Review/ approval of change orders as the contract with the general contractor specifies.
- ✓ Monitor and collect property owner's financial participation share.
- ✓ Provide Council review and approval of invoices prior to submittal of a claim to IEDA or have a Council-approved written policy outlining an alternative process for approving bills.

Grant Administrator: Mid-Iowa Planning Alliance (MIPA) *zhilhen* Zhi Chen

- ✓ Act as liaison with IEDA staff.
- ✓ Determine if initial survey work is required for the evaluation of properties in the project area for listing on the National Register of Historic Places. If such services are needed, work with the City to procure a consultant who meets the Secretary of the Interior's Professional Qualification Standards for Historian and/or Architectural Historian to survey the project area and generate Iowa Site Inventory Forms for participating properties.
- ✓ Contact IEDA Historic Preservationist on Section 106 related questions. Compile Section 106 Submittals including cover letters, Iowa Site Inventory Forms, etc. Submit construction documents to IEDA Historic Preservationist and Project Manager for simultaneous 106 and slum and blight review.
- ✓ Ensure that procurement, bidding and contracting all follow the most recently issued federal provisions/requirements.

- ✓ Monitor compliance with federal labor standards, including but not limited to: wage rate determination request to IEDA, completing contractor clearance forms for all contractors/subcontractors as soon as contractor is selected, and weekly payroll processing and contractor employee interviews.
- ✓ Maintain an up-to-date project budget with contingencies and alternates including the review of any post-construction change orders as they may impact budget.
- ✓ Monitor project timeliness.
- ✓ Maintain a list of properties, addresses and owners on IowaGrants.gov
- ✓ Coordinate all amendment requests to IEDA
- ✓ Review and approve contractor pay requests prior to submittal to the city and sending to IEDA for a claim.

Architect: Curtis Architecture

 Pamela L. Curtis

- ✓ Maintain services contract pricing in accordance with CDBG requirements. Use a lump sum or not to exceed amount for all expenses, not based on a percentage of construction cost, not adding percentage onto expenses.
- ✓ Have the documentation to know if properties in the project area are listed on or eligible for listing in the National Register of Historic Places and adhere to work specifications and historic preservation guidelines when applicable.
- ✓ Receive input from property owners about the design for their building, including their priorities for improvements and their capacity to supply a monetary match.
- ✓ Provide updates on cost estimates and property owner general priorities as well as feedback received on designs to grant administrator and or city.
- ✓ Complete final designs and cost estimates in a timely manner to ensure project goes out to bid within one year of the contract start date.
- ✓ Provide designs and construction documents to grant administrator for submittal to IEDA.
- ✓ Review & preliminary approval of contractor pay requests.
- ✓ Review & preliminary approval of change orders.
- ✓ Provide on-site construction supervision (a certain number of on-site visits for this purpose may be assigned in the contract).
- ✓ Provide any design and construction documents to grant administrator for submittal to IEDA for any significant changes in scope of work that occur at any point after initial Section 106 or slum & blight review.
- ✓ Final inspection and sign-off on properties prior to payment.

Property Owners:

Jon Augustus (1104 6th St and 1110 6th St)

Fred Samuelson (1028 6th St, 1032 6th St, 1038 6th St, 526 K Ave, and 528 K Ave)

Elizabeth Gindt (1122 6th St)

- ✓ Respond to city or their designee regarding status of participation in the program, as well as timely responsiveness with architects and others.
- ✓ Review and Sign Easement Agreement and Construction Terms Agreement prior to construction.
- ✓ Avoid conducting any other work on the building that is not a part of the CDBG façade project, (unless permission is granted by city beforehand).
- ✓ Review & approval of work write up, design renderings and cost estimates
- ✓ Review & approval of change orders, particularly those affecting owner's financial commitment.

General Contractor: To be determined through procurement

- ✓ Oversee all subcontractors' compliance with labor standards and other provisions. Gather and submit information for Sub-Contractor Clearance forms as soon as contract is awarded.
- ✓ Submit weekly payroll reports to grant administrator along with other required documentation to comply with labor standards.
- ✓ Communicate with grant administrator and subcontractors regarding schedule for the purposes of on-site contractor interviews and/or building inspections.
- ✓ Coordinate with City regarding any parking, motor vehicle traffic or bicycle or pedestrian travel disruptions.
- ✓ Coordinate with property owner to minimize business disruptions.

Project Manager designated by the City: City Administrator, Jordan Cook

- ✓ Communicate to all property owners on the status of design, timeframes, and accomplishments; both to those with buildings being worked on and owners in the target area as a whole.
- ✓ Communicate with property owners about their participation in the project, and to what level.
- ✓ Resolve complaints involving property owner, contractor, architect, etc.
- ✓ Serve as project liaison with local organizations such as city council; main street board; historic preservation commission; chamber of commerce; downtown merchants, etc.

On behalf of the City of Nevada, I certify that this Administrative Plan for the City's Downtown Revitalization CDBG grant will be our method of operating throughout the course of our project. Any amendments to the plan will be submitted to IEDA for review and approval.

Mayor Ryan Condon

Chief Elected Official/ Mayor Name Printed Here

Signature

Date

6/23/25

SIGNATURE AUTHORIZATION FOR ALTERNATE SIGNATORS

RE: Contract Number: 25-DTR-004
Recipient: City of Nevada

In the event that the Chief Elected Official (CEO) is unable to sign project related correspondence for the Recipient's above referenced contract, the following alternates are designated below. The signatures attested below are effective as of: June 23, 2025.

Sincerely,

_____ CEO Signature	<u>Mayor Ryan Condon</u> Type or Print Name of CEO
_____ Signatory # 1 Signature	<u>City Administrator Jordan Cook</u> Type or Print Name of Signatory #1
_____ Signatory # 2 Signature	<u>City Clerk Kerin Wright</u> Type or Print Name of Signatory #2
_____ Signatory # 3 Signature	<u>Mayor Pro tem Jason Sampson</u> Type or Print Name of Signatory #3
_____ Witness Signature	_____ Type or Print Name of Witness

Date: June 23, 2025

COUNCIL ACTION FORM

Agenda Item: Window Replacement – SCORE Pavilion

History:

The SCORE Pavilion is now 23 years old and is need of window replacement. The original windows have developed leaks and in order to keep the facility in good shape, we budgeted for new windows this year. There are large windows on the east, west, and south sides as well as a single window on the north side in the kitchenette area. We are recommending that all the windows be replaced as most of them have shown signs of leaks over the last couple of years.

The recommendation is to replace the windows with non-opening windows and add a layer of tint to help with glare from the sun as well as better temperature control in the summer. Non opening windows prevent them from accidentally being left open after events and they will be easier to clean as well. The building is climate controlled with heat and air conditioning. All windows will be Low E Tempered Glass.

Staff reached out to 3 different glass companies and met each of them on site to review the building/project and answer questions. All 3 submitted quotes, which are listed below.

- Boone Glass Company, Boone, IA: \$28,840.00 – (Called June 17th, confirmed their price is still good).
- Orning Glass Company, Ames, IA: \$31,772.00
- Reflections Glass & Mirror, Ames, IA: \$36,640.00

Options:

1. Approve pavilion window replacement with Boone Glass Company at a cost of \$28,840.00.
2. Reject all quotes and research new pricing.
3. Do nothing at this time.

Staff Recommendation:

Park Board and staff recommend accepting Option #1: Approve pavilion window replacement with Boone Glass Company at a cost of \$28,840.00.

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



2329 FIRST ST.
P.O. Box 4
BOONE, IOWA 50036
P: 515.432.8265
F: 515.432.4287

ESTIMATE

DATE ESTIMATE #

5/21/2025 5206

CUSTOMER:

CITY OF NEVADA
1209 6TH STREET
NEVADA, IA 50201

CUSTOMER PHONE

515-460-2871

CUSTOMER E-MAIL

ZANDERSON@CITYOFNEVADA.ORG

SHIP TO

SCORES PARK
1545 FAWCETT PKWY
NEVADA, IA 50201

TOTAL

QUANTITY	DESCRIPTION	
	EVAN CALLED AND WOULD LIKE AN ESTIMATE TO REPLACE OR REPAIR LEAKING WINDOWS AT THE PAVILION. EMAIL QUOTE TO ZACH ANDERSON: ZANDERSON@CITYOFNEVADA.ORG	
10	COMMERCIAL CONTRACT- REMOVE AND REPLACE WINDOWS COMPLETE WITH FIXED STOREFRONT (2 LITES HIGH @ 10 AND SINGLE LITE @ 1) INCLUDING CAULKING @ INTERIOR AND EXTERIOR AND NEW METAL TO CLAD BOTTOM CURB TO MATCH WINDOWS. FRAMING IS 6" DEEP TO ALLEVIATE INTERIOR TRIM. DARK BRONZE ALUMINUM QUOTED WITH STANDARD BRONZE OR GREY TINT / LOWE TEMPERED GLASS.	28,840.00
1	INCLUDES REMOVAL OF WINDOWS FROM SITE. COMMERCIAL CONTRACT - SINGLE WINDOW INCLUDED	0.00T

515-460-2871 - EVAN

CALLER 6/17/25: PRICE IS STILL GOOD.

DUE TO THE CURRENT VOLATILE
MARKET CONDITIONS, ALL
ESTIMATES ARE VALID FOR 7 DAYS.

SALES TAX (0.00) \$0.00

TOTAL \$28,840.00



Date: 5/21/25

Job Ref: Score Park Pavillon

Scope of Work:

Provide and install 10 Total windows using 600 series System. Frame dimensions are 2" X 6 1/2" - Finish Glazing provided in Clear/Lowe tempered.

(2) operable windows included at kitchen Area.

Price includes: Tear out and install, Interior and exterior Sealants.

Exclusions and Exceptions: Windows do not include internal muntins. Not responsible for removal or install of interior blinds.

Tax Included.

Dollars \$31,622.00 ✓

Price Per window if installed in phases \$3,362.00

Add for Dark Tinted grey Glazing \$2,100.00 ✓

Deduct to use fixed glass at kitchen area \$1,950.00 ✓

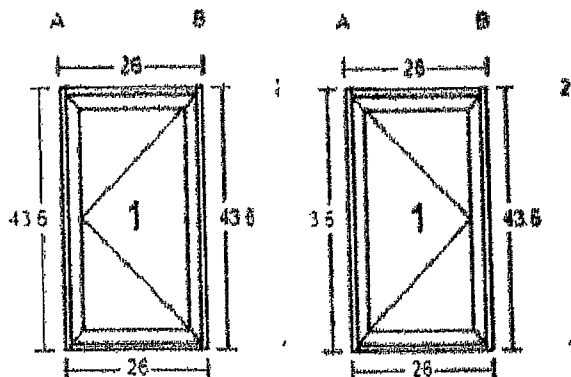
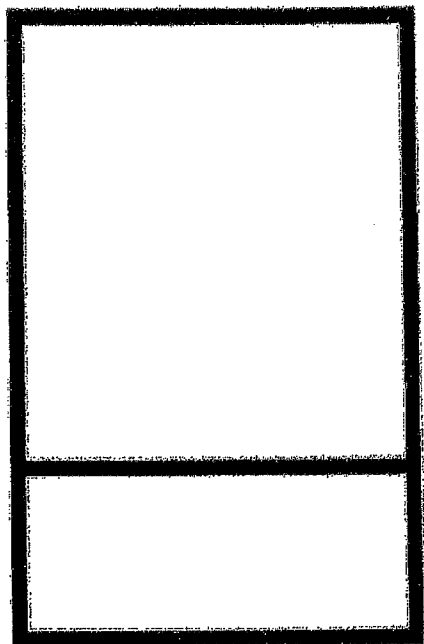
Pricing subject to change after 60 days.

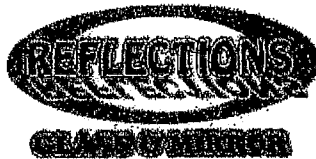
\$ 31,772.00

Thank you,

Kevin Orr

Kevin Orr
Orning Glass Company, Inc.





Proposal

brad@reflections-glass.com

Date: 6/2/2025
Project: Nevada Pavilion - Window Replacement
Addendums:
Attn: Evan Young

Base Bid: \$ 36,640.00

Scope of Work:

Price to remove existing wood windows , provide and install new Dark Bronze Anodized 2 x 4-1/2" thermal broken storefront framing with thermal broken sill flashing , 1" tinted insulated glass , safety tempered as required by code . Seal exterior with urethane sealant , interior finish by others , blind removal and reinstall by others

Frames Inc'd: 10 @ type - A / 1 @ Type - B

Alt #1 Pricing: \$ 2,512.00 (Add to Base Bid)

Scope of Work: Price to provide 6" deep Storefront framing in lieu of 4-1/2" to match entry doors

Alt #2 Pricing: \$ 3,562.00 (Add to Base Bid)

Scope of Work: Price to provide interior break to wrap wood by others at interior perimeter of window , seal to window as needed

Standard Exclusions Unless Otherwise Noted Above

Final Cleaning	Demolition	Electrical Hook Ups	Delegated Design
Door Hardware	Final Keying	Temp Enclosures	Field Testing
Mock Ups	Wood Blocking	Air Barriers	Framed Mirrors
Project Specific Insurance		Protection of Installed Material	

Quote Valid For 90 Days

Payment due net 30 days upon received invoice. Service charge subject to 1.5% late charge per month.

Authorized Signature

Brad Appenzeller

- Estimator

Accepted By:

Date

Phone: (515) 296-2496

Fax: (515) 296-2431

Reflections Glass Mirror
2307 230th Street, Ames, IA 50014

Website Link:
www.ReflectionsGlass.com

RESOLUTION 104 (2024/2025)

RESOLUTION REGARDING CITY OF AMES VOLUNTARY ANNEXATION

WHEREAS, there has been submitted to the City of Nevada, Iowa a copy of a petition for voluntary annexation into the City of Ames, Iowa; and

WHEREAS, said annexation petition includes the area as set forth in the attached Annexation Plat, totaling 1.00 total acres (the "Property"); and

WHEREAS, the Property under the ownership of JT Real Estate Holdings, LLC is adjacent to the City of Ames; and

WHEREAS, said Property is located on the fringes of the two-mile radius of the current city limits; and

WHEREAS, pursuant to Iowa Code §368.7, the City is required to be given notice of the annexation; and

WHEREAS, it is the opinion of the City Council of Nevada, Iowa that it is advisable and in the best interest of the City of Nevada, Iowa that the City take no position in support of or against the proposed annexation.

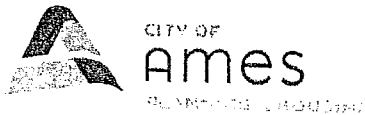
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Iowa that the City of Nevada, Iowa takes no position in support of or against voluntary annexation of the Property. The City Clerk is authorized to certify a copy of this resolution to be forwarded to the City Clerk of the City of Ames, Iowa.

Passed and approved this 23rd day of June, 2025.

Ryan Condon, Mayor

ATTEST:

Kerin Wright, City Clerk



MUST BE FILED IN CITY CLERK'S OFFICE
BY 9:00 A.M. ON: _____
HEARING DATE: _____

Voluntary Annexation Petition *Application Packet*

*To be used for requests comprising 100 percent of consenting ownership or
for between 80 and 100 percent (by land area) of consenting ownership.*

1. Application Packet

Complete and submit all the required materials that are part of this Application Packet. Failure to do so will result in a delay in accepting your application until it is complete. The Application Packet for Voluntary Annexation includes the following:

- Instructions
- Application Form
- Checklist

2. The Process The voluntary annexation process involves the following steps:

- Applicants are encouraged to meet with staff of the Ames Planning and Housing Department prior to submitting an application for voluntary annexation. The application will be reviewed for consistency with the Comprehensive Plan and Ames Urban Fringe Plan.
- The owner(s) of property(ies) with at least fifty (50) feet of common boundary with the corporate limits of Ames may petition the City Council for annexation. Land areas separated by road rights-of-way, railroad property, or waterways are considered adjoining.
- One application may include the annexation of several properties by different property owners provided the various properties are adjoining or separated only by road rights-of-way, railroad property, or waterways.
- Applicants must submit the completed Voluntary Annexation Petition along with the required fee to the City Clerk's Office.
- The City Clerk will place the Voluntary Annexation Petition on the City Council agenda; The City Council may then take action to begin the process.
- Chapter 368 of the Code of Iowa prescribes the notification and hearing process for an annexation. The notification and hearing for an annexation comprising 100 percent of consenting owners differs from that comprising between 80 and 100 percent (by land area) of consenting owners or if the annexed territory lies within two miles of another incorporated city. All property owners, contract buyers, applicants, and contact persons as noted on the application will be provided notices of all meetings.
- If the annexation comprises 100 percent of consenting owners and does not lie within two miles of another incorporated city, only approval by the Ames City Council is needed. If the annexation is between 80 and 100 percent (by land area) of consenting owners or if the

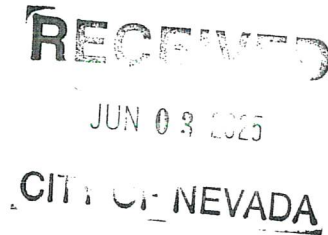
Voluntary Annexation Petition

Checklist

(This form must be filled out completely and the required information must be attached to this form before your application will be accepted.)

The following information is required as part of the submittal of a Petition for Voluntary Annexation:

- ☐ A Legal Description of each property proposed for annexation, including the amount of land and right-of-way to be annexed.
- ☐ A Plat that includes the following:
 - ☐ Boundaries of the property proposed for annexation, drawn to scale with North indicated. If the Voluntary Annexation request includes non-consenting owners needed to avoid creating an island or to create more uniform boundaries (as allowed by Chapter 368.7(1)(a) of the Code of Iowa), these must be included in the Plat. The Plat shall indicate which parcels are owned by consenting and which are owned by non-consenting owners.
 - ☐ The Plat must show the relationship of the subject property(ies) to the existing corporate limits. (For recording purposes, the County Recorder's office requires that the City of Ames corporate limits be clearly shown and labeled as "City of Ames Corporate Limits.")
 - ☐ The Plat must be prepared by a licensed professional surveyor. A previously prepared plat of survey or subdivision plat is acceptable.
 - ☐ If the Voluntary Annexation request is within 2 miles of another city, the plat document must have the following notation on the Annexation Plat:
"WITHIN TWO MILES OF _____".
(Name of City)



May 30, 2025

NOTICE OF HEARING ON VOLUNTARY ANNEXATION

This is to give notice that the City Council will hold a public hearing and consider voluntary annexation of properties pursuant to Section 368.7, *Code of Iowa*, at its meeting of June 24, 2025, to commence at 6:00 p.m.

The legal description of properties to be annexed are known as follows:

Commencing at the Northwest corner of the Northeast Quarter of the Northwest Fractional Quarter of Section 5, Township 83 North, Range 23 West of the 5th Principal Meridian, Story County, Iowa; thence East 157.1 feet along the north line of the Northwest Fractional Quarter of Section 5; thence South 168.8 feet; thence West 258.1 feet; thence North 168.8 feet to said north line; thence East 101.0 feet along said north line to the point of beginning. Said tract contains 1.00 acre, which includes 0.24 acre of public right of way.

In accordance with *Code of Iowa*, Section 368.7(1) c, you are being provided with a copy of the applications by certified mail. If you need further information, please contact Justin Moore, Planning & Housing Department, at justin.moore@cityofames.org or 515-239-5269

Renee Hall, City Clerk

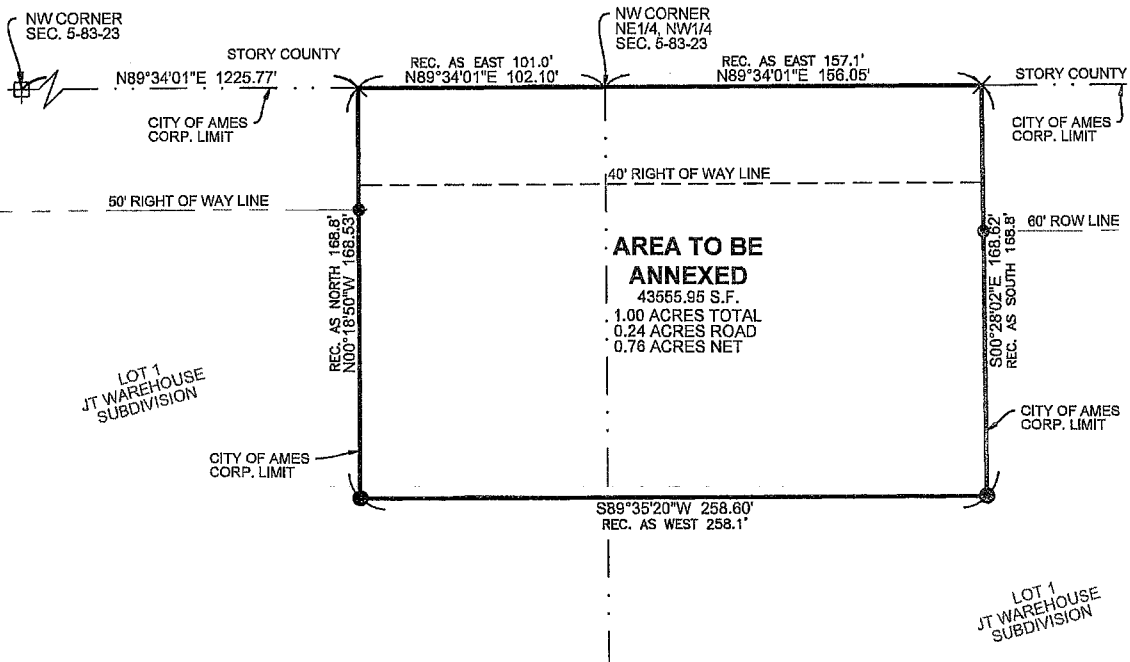
ANNEXATION PLAT

LOCATION: IN THE N1/2, NW1/4 OF SEC. 5-83-23
STORY COUNTY, IOWA

PROPRIETOR: JT REAL ESTATE HOLDINGS, LLC

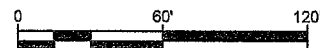
SURVEYOR: R. BRADLEY STUMBO, PLS #17161
FOX STRAND
AMES, IA 50010
515-233-0000

220TH STREET (STORY COUNTY) (ROW VARIES)



Annexation Description: (From Trustee Warranty Deed filed as Instrument No. 2023-06084)
Commencing at the Northwest corner of the Northeast Quarter of the Northwest Fractional Quarter of Section 5, Township 83 North, Range 23 West of the 5th Principal Meridian, Story County, Iowa; thence East 157.1 feet along the north line of the Northwest Fractional Quarter of Section 5; thence South 168.8 feet; thence West 258.1 feet; thence North 168.8 feet to said north line; thence East 101.0 feet along said north line to the point of beginning. Said tract contains 1.00 acre, which includes 0.24 acre of public right of way.

Note: This property lies within two miles of the City of Nevada Corporate Limits.



STRAND ASSOCIATES

Strand Associates, Inc.
414 South 17th Street, Suite 107
Ames, Iowa 50010
Phone: (515) 233-0000
FAX: (515) 233-0103

I hereby certify that this land surveying document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

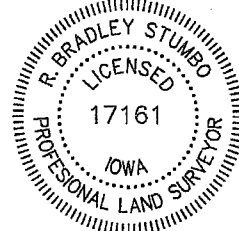
5/14/2025

R. BRADLEY STUMBO, PLS

DATE

License number 17161












My license renewal date is December 31, 2025.





57258 220th Street (E 13th Street) Location Map

Legend

-  AMES INCORPORATED LIMITS
-  PARCELS
- STREET LABELS - ALL @ 50000FT
-  Private
-  ISU Road
-  City Road
-  County Secondary
-  County Hwy
-  State Hwy
-  US Hwy
-  US Interstate Hwy
-  RAILROAD CENTERLINES

RESOLUTION NO. 105 (2024/2025)

**A RESOLUTION APPROVING WATER RESOURCE RESTORATION SPONSORED
PROJECT PERFORMANCE AGREEMENT**

WHEREAS the City of Nevada has secured SRF Sponsored Project funding for design and construction of projects to reduce non-point source impacts and improve water quality in local surface waters; and

WHEREAS three (3) locations encompassing four (4) projects are covered in Nevada's Sponsored Project WRR20-009; and

WHEREAS the Iowa Department of Natural Resources, an agency of the State of Iowa, has jurisdiction to administer the water resource restoration sponsored projects program; and

WHEREAS the City of Nevada has provided a resolution declaring intent to enter into Water Resource Restoration Sponsored Project Performance Agreement, Exhibit A attached; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, does hereby approve the Water Resource Restoration Sponsored Project Performance Agreement (Exhibit A attached) between the City of Nevada and the Iowa Department of Natural Resources, an agency of the State of Iowa. The Mayor and City Clerk are hereby authorized to execute the agreement on behalf of the City.

Passed and approved this 23rd day of June, 2025.

Ryan Condon, Mayor

ATTEST:

Kerin Wright, City Clerk

**WATER RESOURCE RESTORATION SPONSORED PROJECT
PERFORMANCE AGREEMENT**

PERFORMANCE AGREEMENT (hereinafter the "Agreement"), entered into between the Iowa Department of Natural Resources, an agency of the State of Iowa, (hereinafter the "Department"), and

Name: City of Nevada
Address: 1209 6th Street
Address: PO Box 530
City, State, Zip: Nevada, IA 50201
Phone: 515-382-5466
E-Mail Address: kwright@cityofnevadaiaowa.org
Contact Person: Kerin Wright

(hereinafter the "Borrower").

WHEREAS, the Department and the Iowa Finance Authority are jointly designated to administer the Water Pollution Control Works, also known as the Clean Water State Revolving Fund (CWSRF) pursuant to Iowa Code sections 455B.291 to 455B.299, 16.131 to 16.133A and the federal Water Pollution Control Act (Clean Water Act); and

WHEREAS, pursuant to Iowa Code section 455B.199 the Department has jurisdiction to administer the water resource restoration sponsored projects program; and

WHEREAS, the water resource restoration sponsored projects program is implemented pursuant to 567 Iowa Administrative Code chapter 92; and

WHEREAS, the Borrower proposes to construct Project A: West Indian Creek, Project B: Tributary to West Indian Creek, Project C: Harrington Park, and Project D: Harrington Park Permanent Seeding Water Resources Restoration Sponsored Projects (hereinafter called the "Project"); and

WHEREAS, the Project includes stabilization and restoration of West Indian Creek (Project A); stabilization and restoration of a tributary to West Indian Creek (Project B); formation of a constructed wetland (Project C); and permanent seeding and establishment of native wetland vegetation for Harrington Park (Project D); located in Nevada, IA; and

WHEREAS, the Borrower shall ensure that the Project is constructed in accordance with the applicable practice(s) design checklist and the plans and specifications as approved by the Department on 24 September, 2024, 8 May, 2025, and 22 May, 2025; and the construction contract documents entered into by the Borrower, and all attached as Attachment A to this Agreement; and

WHEREAS, the Borrower agrees to maintain the Project in accordance with the maintenance plan as reviewed by the Department and accepted/signed by the Borrower on 23 September, 2024, and 30 April, 2025, and attached as Attachment B to this Agreement; and

WHEREAS, the Department shall notify the Iowa Finance Authority that the Borrower is eligible for additional funding of an amount not to exceed \$2,000,000 for the Project through an amendment to the Borrower's associated Clean Water State Revolving Fund loan agreement (C1307R)in the original/estimated amount of \$20,838,000, for a total estimated loan amount of \$22,838,000; and

WHEREAS, this Agreement shall be applicable to all loans associated with the Project and will be incorporated by reference into all loan agreements of loans associated with the Project; and

WHEREAS, any changes to the contract documents and/or maintenance plans referenced above must be submitted to the Department for review and/or approval,

NOW, THEREFORE, in consideration of the mutual promises exchanged above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Department and the Borrower hereto mutually agree as follows:

I. Default

The Borrower is in default of the Agreement upon the occurrence of one or more of the below conditions which include the following:

1. Construction of the Project is not completed within the timeframe identified in Attachment A or Department approved change orders that amend the timeframe identified in Attachment A;
2. The Project is not constructed in accordance with the approved plans and specifications of Attachment A, or does not meet applicable practice design standard(s) which were the basis for the approved plans and specifications;
3. The Project is not maintained in accordance with Attachment B;
4. The Project practice(s), which have not met their identified useful life (as identified in Attachment B), no longer function as originally intended due to lack of maintenance, removal, modification of, or damage to the Project that was not repaired; or
5. The Project is utilized for a purpose that would make it no longer eligible for SRF Sponsored Project funding under State or Federal regulations.

II. Actions

In the event that the Borrower is in default of the Agreement as defined above, the Department shall by written notice inform the Borrower that they are in default with the Agreement; and the Department may take one or more of the following actions:

1. Grant the Borrower an extension of time to correct deficiencies and/or to complete the Project through the issuance of a change order as an amendment to Attachment A or other applicable action;
2. Instruct the Borrower to complete work necessary to correct deficiencies of practices not constructed to the approved plans and specifications in Attachment A and/or any change orders approved by the Department that amend Attachment A, or that do not meet the applicable practice design standard(s) which were the basis for the approved plans and specifications;
3. Instruct Iowa Finance Authority to withhold further disbursements related to the Project until actions necessary to remedy deficiencies have been completed and approved by the Department;
4. Instruct the Borrower to perform the required maintenance identified in Attachment B;
5. Instruct the Borrower to repair any damage to the Project that impairs or prevents the Project practices from functioning properly; or
6. In the event the actions in items 1-5 would be ineffective given the circumstances of the default, or in the event the Department took any action detailed in items 1-5 or took any other action under item 7 and the Borrower failed to remedy the default, instruct the Iowa Finance Authority to increase the interest rate of any associated Clean Water State Revolving Fund loan agreement(s) such that the entire amount disbursed to the Borrower for the Project or an amount prorated according to the proportion of remaining years of useful life to the total years of useful life of the Project practice(s) in default is repaid to the Clean Water State Revolving Fund; or
7. Take any other action deemed necessary by the Department that will allow the Borrower to remedy the default and/or allow the Department or the Iowa Finance Authority to recoup previously dispersed funding for the Project, so long as the action does not increase the SRF funding provided for the Project and is allowed under law or rule. The Department may only take this action if the actions in items 1-5 would be ineffective given the circumstances of the default, or in the event the Department took any action detailed in items 1-5 and the Borrower failed to remedy the default.

III. Other

By signing this Agreement, the Borrower expressly agrees to any amendment of any loan agreement of a loan associated with the Project that the Iowa Finance Authority deems necessary to fulfill an instruction by the Department in items 3, 6, and/or 7 of the Actions section of this Agreement. However, this clause shall not be construed as in any way limiting the right of the Borrower to contest that it is in default of this Agreement.

Nothing in this Agreement shall be construed as limiting the rights, powers, options, or remedies of the Iowa Finance Authority to collect a debt or take any other action related to a loan agreement for any loan.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on their behalf by their duly authorized officers all as of the Dated Date.

CITY OF NEVADA, IA

BY: _____
[Name, Title]

DATE: _____

IOWA DEPARTMENT OF NATURAL RESOURCES

BY: _____
Kayla Lyon, Director

DATE: _____

ATTACHMENT A

This Attachment incorporates by reference the following documents related to the Project:

- Practice(s) design checklist (if applicable)
- Plans and specifications as approved by the Department on 24 September, 2024; 8 May, 2025; and 22 May, 2025
- The construction contract documents entered into by the Borrower

Due to the size of these documents, they are incorporated by reference but have been omitted as a direct attachment to this Agreement. These documents were made available to all signatories prior to the finalization of this Agreement. The documents are available by contacting the Department's SRF program.

ATTACHMENT B

This Attachment incorporates by reference the following documents related to the Project:

- Operations and Maintenance Plan for West Indian Creek (Project A) & Tributary to West Indian Creek (Project B)
- Operations and Maintenance Plan for Harrington Park (Project C)

Due to the size of the plan, it is incorporated by reference but has been omitted as a direct attachment to this Agreement. The plan was made available to all signatories prior to the finalization of this Agreement. The plan is available by contacting the Department's SRF program

RESOLUTION NO. 106 (2024/2025)

Resolution to fix a date for a public hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed \$3,000,000

WHEREAS, the City of Nevada (the “City”), in Story County, State of Iowa, did heretofore establish a Municipal Sanitary Sewer System (the “Utility”) in and for the City which has continuously supplied sanitary sewer service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the “Council”) and no board of trustees exists for this purpose; and

WHEREAS, pursuant to a prior resolution of the Council (the “Series 2021 Bond Resolution”), the City has heretofore issued its \$1,360,000 Sewer Revenue Bond, SRF Series 2021, dated January 29, 2021 (the “Series 2021 Bond”), portion of which remains outstanding; and

WHEREAS, pursuant to a prior resolution of the Council (the “Series 2021A Bond Resolution”), the City has heretofore issued its \$10,000,000 Taxable Sewer Revenue Bond, SRF Series 2021A, dated April 30, 2021 (the “Series 2021A Bond”), portion of which remains outstanding; and

WHEREAS, pursuant to a prior resolution of the Council (the “Series 2022 Bond Resolution”), the City has heretofore issued its \$10,000,000 Taxable Sewer Revenue Bond, SRF Series 2022, dated January 28, 2022 (the “Series 2022 Bond”), a portion of which remains outstanding; and

WHEREAS, pursuant to a prior resolution of the Council (the “Series 2022A Bond Resolution”), the City has heretofore issued its \$20,838,000 Sewer Revenue Bond, SRF Series 2022A, dated September 30, 2022 (the “Series 2022A Bond”), portion of which remains outstanding; and

WHEREAS, pursuant to a prior resolution of the Council (the “Series 2023 Bond Resolution”), the City has heretofore issued its \$16,120,000 Taxable Sewer Revenue Bond, SRF Series 2023, dated December 15, 2023 (the “Series 2023 Bond”), a portion of which remains outstanding; and

WHEREAS, pursuant to the Series 2021 Bond Resolution, the Series 2021A Bond Resolution, the Series 2022 Bond Resolution, the Series 2022A Bond Resolution and the Series 2023 Bond Resolution (hereinafter sometimes collectively referred to as the “Outstanding Bond Resolutions”), the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Series 2021 Bond, the Series 2021A Bond, the Series 2022 Bond, the Series 2022A Bond and the Series 2023 Bond (hereinafter sometimes collectively referred to as the “Outstanding Bonds”) under the terms and conditions set forth in the Outstanding Bond Resolutions; and

WHEREAS, the City will undertake the construction of certain water resource restoration projects (the "Projects"); and

WHEREAS, pursuant to Section 384.84 of the Code of Iowa, the City has the authority to issue revenue bonds to pay for such qualifying water resource restoration projects; and

WHEREAS, the Iowa Finance Authority (the "Lender"), as lender for the Outstanding Bonds, has agreed to provide financing for the Projects by providing a 0% interest loan to the City for the Projects; and

WHEREAS, the City now proposes to enter into a Sewer Revenue Loan and Disbursement Agreement (the "Agreement") with the Lender and to borrow money thereunder in a principal amount not to exceed \$3,000,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of constructing the Projects; and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Agreement and to give notice thereof as required by such law;

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

Section 1. The City Council shall meet on July 14, 2025, at six o'clock p.m., at the City Hall, Nevada, Iowa, at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once, not less than four (4) and not more than twenty (20) days before the meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A SEWER REVENUE LOAN AND DISBURSEMENT
AGREEMENT AND TO BORROW MONEY THEREUNDER IN A
PRINCIPAL AMOUNT NOT TO EXCEED \$3,000,000

(SEWER REVENUE)

The City Council of the City of Nevada, Iowa, will meet on July 14, 2025, at six o'clock p.m., at the City Hall, Nevada, Iowa, for the purpose of instituting proceedings and taking action on the proposal to enter into a loan and disbursement agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed \$3,000,000, for the purpose of paying the cost, to that extent, of undertaking the construction of certain water resource restoration projects.

The Agreement will not constitute a general obligation of the City, nor will it be payable in any manner by taxation but, together with the City's outstanding Sewer Revenue Bond, SRF Series 2021, dated January 29, 2021; Taxable Sewer Revenue Bond, SRF Series 2021A, dated April 30, 2021; Taxable Sewer Revenue Bond, SRF Series 2022, dated January 28, 2022; Sewer Revenue Bond, SRF Series 2022A, dated September 30, 2022; Taxable Sewer Revenue Bond, SRF Series 2023, dated December 15, 2023; and any additional obligations of the City as may be hereafter issued and outstanding from time to time ranking on a parity therewith, will be payable solely and only from the Net Revenues of the Municipal Sanitary Sewer System of the City.

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

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

Kerin Wright
City Clerk

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

Passed and approved this June 23, 2025.

Ryan Condon, Mayor

Attest:

Kerin Wright, City Clerk

• • • •

On motion and vote, the meeting adjourned.

Ryan Condon, Mayor

Attest:

Kerin Wright, City Clerk

ATTESTATION CERTIFICATE:

STATE OF IOWA
STORY COUNTY
CITY OF NEVADA

SS:

I, the undersigned, City Clerk of the City of Nevada, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for a hearing on the City Council's proposal to take action in connection with a loan and disbursement agreement, as referred to therein.

WITNESS MY HAND this _____ day of _____, 2025.

Kerin Wright, City Clerk

ORGANIZATION AND ESTABLISHMENT CERTIFICATE:

STATE OF IOWA
STORY COUNTY
CITY OF NEVADA

SS:

I, the undersigned City Clerk, do hereby certify that the aforementioned City is organized and operating under the provisions of Title IX of the Code of Iowa and not under any special charter and that such City is operating under the Mayor-Council form of government and that there is not pending or threatened any question or litigation whatsoever touching the incorporation of the City, the inclusion of any territory within its limits or the incumbency in office of any of the officials hereinafter named.

And I do further certify that the following named parties are officials of the City as indicated:

Ryan Condon, Mayor

Jordan Cook, City Administrator

Kerin Wright, City Clerk

Kerin Wright, City Treasurer

Jason Sampson, Council Member/Mayor Pro Tem

Luke Spence, Council Member

Henry Corbin, Council Member

Dane Nealson, Council Member

Steve Skaggs, Council Member

Sandy Ehrig, Council Member

I further certify that the City established the Municipal Sanitary Sewer System (the "Utility") and that the Utility has been in continuous operation by the City since its establishment as aforesaid in supplying sanitary sewer service to the City and its inhabitants.

I further certify that the management and control of the Utility are vested in the City Council of the City, and that no board of trustees exists which has any part of the control and management of such Utility.

WITNESS MY HAND this _____ day of _____, 2025.

Kerin Wright, City Clerk

OUTSTANDING DEBT CERTIFICATE:

STATE OF IOWA
STORY COUNTY
CITY OF NEVADA

SS:

I, the undersigned, City Clerk of the City of Nevada, Iowa (the "City") do hereby certify that the City has no bonds or other obligations of any kind now outstanding which are secured by and payable from the revenues derived from the operation of the Municipal Sanitary Sewer System (the "Utility"), except as follows:

Date	Type	Principal Amount Outstanding	Maturity
01-29-2021	Sewer Revenue	\$1,177,000	06-01-2041
04-30-2021	Sewer Revenue	\$8,659,000	06-01-2041
01-28-2022	Sewer Revenue	\$9,114,000	06-01-2042
09-30-2022	Sewer Revenue	\$20,835,000	06-01-2052
12-15-2023	Sewer Revenue	\$15,524,000	06-01-2043

(Attach here a separate sheet listing any other outstanding obligations of the City secured by and payable from the revenues of the Utility excluding the proposed issue.)

WITNESS MY HAND this _____ day of _____, 2025.

Kerin Wright, City Clerk

PUBLICATION CERTIFICATE:

(PLEASE NOTE: Please do not date and return this certificate until you have received the publisher's affidavit and have verified that the notice was published on the date indicated in the affidavit, but please return all other completed pages to us as soon as they are available.)

STATE OF IOWA
STORY COUNTY
CITY OF NEVADA

SS:

I, the undersigned, City Clerk of the City of Nevada, do hereby certify that pursuant to the resolution of the City Council fixing a date of meeting at which it is proposed to take action to enter into a loan and disbursement agreement, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____ day of _____, 2025.

Kerin Wright, City Clerk

(Attach here the publisher's original affidavit with clipping of the notice, as published.)



January 2025

TO: City Council

I have added a Neighborhood Improvement Incentive Program Application from Flummerfelt Homes for their work at Sunridge Estates. The cleaning and removal of dilapidated mobile homes has made a dramatic impact on the property. The condition of living for the residence continues to move in a positive direction. I have received the proper paperwork for four (4) of the mobile home that were demolished. The amount total was 16,932.50. It is my recommendation we award Flummerfelt Homes \$15,000.00.

Respectfully,

Ryan Hutton
Building and Zoning Official

Flummerfelt Manufactured Homes, Sunridge Estates

4/24/2023

Neighborhood Improvement Incentive Program (NIIP) Application

<u>Demo Date</u>	<u>Lot #</u>	<u>Cost</u>	<u>Asbestos</u>	<u>Total Cost</u>	<u>NIIP Reimb (1/2)</u>
5/5/2024	623	7,000	3205	10205	5102.5
4/5/2024	402	7,000	0	7000	3500
3/24/2024	504	7,000	580	7580	3790
8/13/2024	411	6,000	3080	9080	4540

Reimbursement Request:	\$	16,932.50
Reimbursement Allotted		15,000

Kerin Wright

Item # 9F
Date: 6/23/25

From: joe@iowafoam.com
Sent: Thursday, June 19, 2025 2:40 PM
To: Kerin Wright
Subject: Fw: Concert July 19 2025

Warning: Unusual sender <joe@iowafoam.com>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

I need to see if there is any way to get on the Council agenda to see if we can bring coolers on the Billy Sunday Baseball field for the Story County Fair.

I am signing a contract with Cody Hicks to sing from 7-10 on July 19 at the Story County Fair. We have talked to Parks and Rec and Chris Brandes about this concert. We need the Council to approve Coolers without Glass Bottles to be on the ball field for this night. The Story County Fair board will be walking the area to make sure nothing goes wrong.

Please let me know as soon as we can if we can get on the agenda for June 23

Joe Steffes

www.iowaFoam.com
www.facebook.com/iowaFoam
515-231-0345 cell

From: Chris Brandes <CBrandes@cityofnevadaaiowa.org>
Sent: Thursday, June 19, 2025 7:03 AM
To: Tim Hansen <thansen@cityofnevadaaiowa.org>; joe@iowafoam.com <joe@iowafoam.com>
Subject: Re: Concert July 19 2025

Joe,

If you are able to submit a formal plan and request to city hall by noon today (Thursday June 19) then it can be on the council meeting for this Monday, June 23. This would need to be submitted to Kerin Wright at kwright@cityofnevadaaiowa.org. If you do get on the council agenda. I encourage you or a representative to attend the meeting on June 23 at city hall at 6pm.

If you are not able to submit the request and plan today, it can be on the July 14 agenda.

Let me know what you end up doing.

Chief Brandes

Sent from my iPhone

Kerin Wright

From: Tim Hansen
Sent: Thursday, June 19, 2025 10:06 AM
To: Jordan Cook; Kerin Wright
Subject: FW: Concert July 19 2025

Information for you regarding the Fair Board request for use of Billy Sunday field for a concert on July 19th.

From: Chris Brandes <CBrandes@cityofnevadaaiowa.org>
Sent: Thursday, June 19, 2025 9:03 AM
To: Tim Hansen <thansen@cityofnevadaaiowa.org>; joe@iowafoam.com
Subject: Re: Concert July 19 2025

Joe,

If you are able to submit a formal plan and request to city hall by noon today (Thursday June 19) then it can be on the council meeting for this Monday, June 23. This would need to be submitted to Kerin Wright at kwright@cityofnevadaaiowa.org. If you do get on the council agenda. I encourage you or a representative to attend the meeting on June 23 at city hall at 6pm.

If you are not able to submit the request and plan today, it can be on the July 14 agenda.

Let me know what you end up doing.

Chief Brandes

Sent from my iPhone

On Jun 19, 2025, at 7:56 AM, Tim Hansen <thansen@cityofnevadaaiowa.org> wrote:

Good Morning Joe,

I shared your request with the Park Board last night at their meeting. They are supportive of the event with the following conditions.

1. No glass bottles of any sort on the field
2. Fair Board representation on site during the event to assure that people are acting responsibly and there is no underage drinking
3. The stage can be put up on July 19th and must come down the same night
4. All trash, etc. must be picked up after the event
5. No vehicles on the field at any time

Chief Brandes indicated this will need approval of the City Council since it is an exception to the current city code. I believe it is too late to have this on Monday's council agenda, so the next council meeting would be on the July 14th.

I will let Chris weigh in on next steps and his thoughts.

Thanks,

Tim Hansen
City of Nevada
Director of Parks and Recreation
1625 Fawcett Parkway
Nevada, IA 50201
(515)382-4352
thansen@cityofnevadaiaowa.org
www.cityofnevadaiaowa.org

From: joe@iowafoam.com <joe@iowafoam.com>
Sent: Wednesday, June 18, 2025 5:23 PM
To: Tim Hansen <thansen@cityofnevadaiaowa.org>
Subject: Re: Concert July 19 2025

External sender <joe@iowafoam.com>

Make sure you trust this sender before taking any actions.

I think those are all fair requests and I have no problems doing all of those.

Joe Steffes

www.IowaFoam.com
www.facebook.com/IowaFoam
515-231-0345 cell

From: Tim Hansen <thansen@cityofnevadaiaowa.org>
Sent: Wednesday, June 18, 2025 9:01 AM
To: joe@iowafoam.com <joe@iowafoam.com>; Chris Brandes <CBrandes@cityofnevadaiaowa.org>
Subject: RE: Concert July 19 2025

Good Morning Joe,

I will share this with the Park Board tonight in my updates. I think if we can make some assurances that there will be no glass bottles of any type on the field and a fair board representative(s) are walking around to make sure things are under control, people are acting responsibly, and everything is picked up following the event, it should not be a problem.

Please let me know if you have questions.

Thanks,

Tim Hansen
City of Nevada
Director of Parks and Recreation

1625 Fawcett Parkway
Nevada, IA 50201
(515)382-4352
thansen@cityofnevadaiaowa.org
www.cityofnevadaiaowa.org

From: joe@iowafoam.com <joe@iowafoam.com>
Sent: Tuesday, June 17, 2025 6:11 PM
To: Chris Brandes <CBrandes@cityofnevadaiaowa.org>; Tim Hansen <thansen@cityofnevadaiaowa.org>
Subject: Re: Concert July 19 2025

External sender <joe@iowafoam.com>

Make sure you trust this sender before taking any actions.

Chris, Tim

Thank you both for getting back to me.

We are not looking to sell or make money off the beer this year. This is something we would love to do in the future and have talked to the bowling alley about doing something in the future in the baseball field or on the tennis courts. This year my thought process was giving back to the community with a free concert sponsored by some local businesses. The questions I am running into are that a lot of the sponsors and fans want to bring a cooler and sit back and enjoy the show. I would love to move forward with plan A to see if we can bring coolers inside the Billy Sunday Field for Saturday Night. I think this would work the best to keep people away from the animals. Can we talk to the Park and Rec Board and City Council? I am open to whatever we need to do. I just feel it would be better for everyone in the field over the tennis courts.

I am open to the cops if you did feel like we needed them.

We have never had a band, so I do not know how many people with come to support us.

Joe Steffes

www.iowaFoam.com
www.facebook.com/iowaFoam
515-231-0345 cell

From: Chris Brandes <CBrandes@cityofnevadaiaowa.org>
Sent: Tuesday, June 17, 2025 1:22 PM
To: joe@iowafoam.com <joe@iowafoam.com>
Cc: Tim Hansen <thansen@cityofnevadaiaowa.org>
Subject: RE: Concert July 19 2025

Joe,

Tim Hansen and I have been exchanging emails about this topic this morning alittle as well. Currently as it sits, the City of Nevada Code (chapter 47.04) covers the additional regulations with city parks. In that regulation it says alcohol, including beer, cannot be consumed at Billy Sunday Field.

In order to allow alcohol, including beer, to be consumed at Billy Sunday Field. The Parks and Rec board would have to approve the variation and then it would need to go before the City Council for discussion and approval.

Any alcohol consumption on the Fairgrounds property would be at the discretion of the Fair Board and not have the requirements of Code section 47.04. This would be using the BYOB process you have referred to.

If the Fair Board wishes to vend/sell beer, they would need a licensed vendor with established insurance approved and ready prior to the event. With the event being about a month away, this would be a hurried process to make it in time.

As far as having officers present, to contract officers specifically for the event there is a 2 hour minimum with 2 officers required. The contract cost is \$65/hr for each officer. Essentially, you would have to commit to having 2 officers there for 2 hours with a cost of \$260 for the 2 hours. Events like Pizza Pie Looza and Lincoln Highway Days have been required to have this contract as part of the approval of the license. This is determined due to volume of people and volume of alcohol sales.

In the event you are providing a concert and allow people to BYOB, I do not feel it will be your responsibility to pay for the officers contracted services. We could always provide extra foot patrols in the area as calls for service permit; however, this would not be a guarantee as we are often only 1 officer on at a time and any calls for service would pull them away. This is consistent with how Music in the Mansion has been over the last several years.

Let me know if you have any additional questions.

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

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

From: joe@iowafoam.com <joe@iowafoam.com>
Sent: Tuesday, June 17, 2025 10:32 AM
To: Chris Brandes <CBrandes@cityofnevadaaiowa.org>
Subject: Concert July 19 2025

Warning: Unusual sender <joe@iowafoam.com>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Chris

I know we talked last year about having some entertainment during the County Fair. We as a board are looking to have some bands during the County fair and want to run our Idea past you and see what we need to do?

This is Derrick is thinking for the week.

Wednesday night after the Queen coronation we are having the Kraft Brothers perform for 2 hours in the Pavillion using our new stage that we are getting with the grant money from Discover Ames. Then the plan for Saturday evening is to have 2 acts perform. Vivashey will perform from 4 to 6 followed by Cody Hicks performing around 7- 7:30. Kraft Brothers are \$600, Vivashay should be around \$600 to \$750 haven't locked them down yet. Cody Hicks is \$3000.

Scott from Sports Bowl, Joe and I have been working through some plans. The plan is to have the stage set up where home place used to be and the crowd would be contained inside the fenced area of the old baseball field with sponsorships displayed on the backdrop of the ball field. Scott would bring down his food truck, the Wobbly Pin, we might see if Sweet and Savory would like to park as well and an Ice Cream vendor to be available during the show. Joe is working with KIX 101.1 to get some advertisement for this event and also the fair. I think this is a must. KIX is very reasonable on prices and does a good job creating content.

Joe has been working on sponsorship for all the acts so hopefully it will cost us nothing. He has around \$1000 from both Burke and On Track. We had an offer of another \$1000 but they would like everyone to be able to bring coolers into the concert area before committing to that amount. What is everyone's thoughts on bringing in your own coolers for the event? We would have to check with the city if we want to allow coolers to make sure all is good as the ball diamond is on city property.

The question I would ask you is what your thoughts on us are hiring someone to be around the concert on Sat night to walk around and make sure everything is OK.

We are thinking about allowing cooler in the fence of the ball diamond on Sat Night during the Concert. Do we need to do wrist bands if they stay in the fenced in area?

We want to see what you feel we need to make this a great experience for everyone.

Please call, text or email any questions or thoughts you may have.

Thanks

Joe Steffes

www.iowaFoam.com

www.facebook.com/iowaFoam

515-231-0345 cell

The logo for WHKS, consisting of the lowercase letters "whks" in a bold, sans-serif font, with a curved line underneath.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between **City of Nevada, Iowa** hereinafter referred to as the "Client" and WHKS & Co., hereinafter referred to as "WHKS", is made as follows:

WHEREAS, the Client has a need for certain professional services relating to the project described as **Municipal Engineering Services**.

WHEREAS, WHKS proposes to furnish the professional services required by the Client for said project,

NOW THEREFORE, the Client hereby agrees to retain and compensate WHKS to perform the professional services in accordance with the terms and conditions of this Agreement and the attached Standard Terms and Conditions.

Scope of Services

WHKS shall perform the following described services for the Client:

- A. Council Meetings: WHKS agrees to have a licensed professional engineer attend City Council meetings and other miscellaneous meetings, upon request, for the purpose of advising the City Council in engineering related matters.
- B. Requested Engineering Services: WHKS shall perform City Engineering Services on a day-to-day basis as requested by the Client.
- C. Project Services: WHKS shall perform engineering services for specific public works projects as they may be authorized by the City Council.

Designated Engineer

For the purpose of this agreement, WHKS has designated John Joiner, a licensed professional engineer, as the employee who will perform the services outlined above. The alternate engineer will be Derek Thomas.

Outside Services

WHKS, if required and authorized by the Client, will obtain qualified consultants to perform specialty services such as soil and materials testing, traffic counting, etc.

Legal Services

The Client shall provide the services of a competent attorney experienced in legal matters pertaining to public works projects. WHKS shall cooperate with said attorney and shall consult with him/her as required.

Termination

Either Client or WHKS may terminate this Agreement at any time with or without cause upon giving the other party thirty (30) calendar days prior written notice.

Basis of Compensation

For the services described above, the Client shall remunerate WHKS as follows:

- A. For work outlined in Item A, the Client shall be billed on a time and material basis per the attached rate schedule (Exhibit A).
- B. For work outlined in Item B, the Client shall be billed on a time and material basis per the attached rate schedule (Exhibit A).
- C. For work outlined in Item C, the Client and WHKS shall negotiate a separate agreement for each specific project.

Exhibit A to be revised annually.

Executed this _____ day of June, 2025

City of Nevada, Iowa

By: _____

Printed Name: _____

Title: _____

WHKS & CO.

By: 

Printed Name: Derek J Thomas, PE

Title: Vice President

Exhibit A: WHKS 2025 Schedule of Hourly Billing Rates

Effective January 6, 2025

Subject to Annual Increases

Classification	Hourly Rate
City Engineering Representative	\$175
Principal	\$225
Project Manager	\$150-200
Project Engineer	\$135-155
Land Surveyor	\$130-150
Design Engineer	\$105-140
*Engineering Technician	\$95-140
*GIS Technician	\$90-130
*Clerical	\$75

Reimbursable expenses include mileage at the current IRS mileage rate; actual cost of reproduction and printing; and actual out-of-pocket expenses such as field supplies, cost of recording documents, permit fees, etc.

*NOTE: Time and a half pay applies for overtime, if applicable.

STANDARD TERMS AND CONDITIONS FOR PUBLIC SECTOR PROJECTS

1. Scope of Services

Client and WHKS have agreed to a list of services WHKS will provide to Client as listed on the Professional Services Agreement Form.

2. Governing Law

The laws of the State of Iowa will govern this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

3. Standard of Care

Services provided by WHKS under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and locality.

4. Integration

This Agreement comprises the final and complete agreement between Client and WHKS. It supersedes all prior communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly. Amendments to this Agreement shall not be binding unless made in writing and signed by both Client and WHKS.

5. Guarantees and Warranties

WHKS shall not be required to sign any documents, no matter by whom requested, that would result in WHKS having to guarantee or warrant the existence of conditions whose existence WHKS cannot ascertain. Client also agrees not to

make resolution of any dispute with WHKS or payment of any amount due to WHKS in any way contingent upon WHKS signing any such guarantee or warranty.

6. Indemnification

WHKS agrees, to the extent permitted by law, to indemnify and hold Client harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by WHKS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom WHKS is legally liable.

Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligent acts, errors or omissions and those of Client's contractors, subcontractors or consultants or anyone for whom Client is legally liable.

Neither WHKS nor Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

7. Billing and Payment Provisions

Invoices shall be submitted by WHKS monthly and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date.

If payment is not received by WHKS within thirty (30) calendar days of the invoice date, Client shall pay as interest an additional charge of one

and one-quarter percent (1.25%) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If Client fails to make payments within sixty (60) days from the date of an invoice or otherwise is in breach of this Agreement, WHKS may, at its option, suspend performance of services upon five (5) calendar days' notice to Client. WHKS shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client. If Client fails to make payment to WHKS in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by WHKS.

In the event legal action is necessary to enforce the payment provisions of this Agreement, WHKS shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by WHKS in connection therewith and, in addition, the reasonable value of WHKS personnel time and expenses spent in connection with such collection action, computed at WHKS current fee schedule and expense policies.

Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

8. Ownership of Records

All reports, plans, specifications, field data and notes and other

documents, including all documents on electronic media, prepared by WHKS as instruments of service shall remain the property of WHKS.

Client shall be permitted to retain copies, including reproducible copies, of the plans and specifications for information and reference in connection with Client's use of the completed project. The plans and specifications shall not be used by Client or by others on other similar projects except by agreement in writing by WHKS.

9. Delivery of Electronic Files

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and provided by WHKS, Client covenants and agrees that all such electronic files are instruments of service of WHKS, who shall be deemed the author, and who shall retain all rights under common and statutory laws, and other rights, including copyrights. Client is aware that differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by WHKS and electronic files, the signed construction documents shall govern.

Client and WHKS agree that the electronic files prepared by WHKS shall conform to the current CADD software in use by WHKS or to other mutually agreeable CADD specifications defined in the Agreement. Any changes to the CADD specifications by either Client or WHKS are subject to review and acceptance by the other party. Additional efforts by WHKS made necessary by a change to the CADD specifications or other software shall be compensated for as Additional Services.

The electronic files provided by WHKS to Client are submitted for an acceptance period of 60 days. Any defects Client discovers during this period will be reported to WHKS and will be corrected as part of the Scope

of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.

Client agrees not to reuse the electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Client agrees not to transfer the electronic files to others without the prior written consent of WHKS, except as required by law. In addition, Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than WHKS or from any reuse of the electronic files without the prior written consent of WHKS.

Under no circumstance shall delivery of the electronic files for use by Client be deemed a sale by WHKS and WHKS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall WHKS be liable for any loss of profit or any consequential damages.

10. Changed Conditions

Client shall rely on the judgment of WHKS as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to WHKS. Should WHKS call for contract renegotiation, WHKS shall identify the changed conditions necessitating renegotiation and WHKS and Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

11. Permits and Approvals

WHKS shall assist Client in applying for those permits and approvals typically required by law for projects similar to the one for which WHKS services are being engaged. This assistance consists of completing

and submitting forms as to the results of certain work included in the Scope of Services.

12. Suspension of Services

If the project is suspended for more than thirty (30) calendar days in the aggregate, WHKS shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, WHKS may, at its option, terminate this Agreement upon giving notice in writing to Client.

13. Termination

Either Client or WHKS may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay WHKS for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of the Agreement.

14. Unauthorized Changes

In the event Client, Client's contractors or subcontractors or anyone for whom Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other contract documents prepared by WHKS without obtaining WHKS' prior written consent, Client shall assume full responsibility for the results of such changes. Therefore, Client agrees to waive any claim against WHKS and to release WHKS from any liability arising directly or indirectly from such changes.

Client also agrees, to the extent permitted by laws, to indemnify and hold WHKS harmless from any

damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.

15. Jobsite Safety

Neither the professional activities of WHKS nor the presence of WHKS or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the construction work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. WHKS and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

16. Additional Services

Services which are requested by Client or are required as part of the Project, but are not included in the Scope of Services, are considered Additional Services.

WHKS will notify Client in writing when Additional Services will be needed. WHKS and Client will agree on the extent of the Additional Service(s) required and will agree on the method and amount of the compensation for performance of said agreed upon Additional Services.

WHKS will not perform Additional Services which will result in additional cost to Client without documented verbal or written authority of Client.

In the event WHKS is requested or required to participate in any dispute resolution procedure which involves any aspect of the Project, Client agrees to compensate WHKS for the reasonable value of WHKS' personnel time and expenses spent

in connection with such procedures computed at WHKS' then current fee schedule and expense policies.

17. Dispute Resolution

In an effort to resolve any conflicts that arise, Client and WHKS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

18. Third Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or WHKS. WHKS' services under this Agreement are being performed solely for Client's benefit, and no other entity shall have any claim against WHKS because of this Agreement or the performance or nonperformance of services hereunder.

19. Extension of Protection

Client agrees to extend any and all liability limitations and indemnifications provided by Client to WHKS to those individuals and entities WHKS retains for performance of the services under this Agreement, including but not limited to WHKS officers and employees and their heirs and assigns, as well as WHKS subconsultants and their officers, employees, heirs and assigns.

20. Timeliness of Performance

WHKS will perform the services described in the Scope of Services with due and reasonable diligence consistent with sound professional practices.

21. Delays

WHKS is not responsible for delays caused by factors beyond WHKS' reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other

regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of WHKS' services or work product promptly, or delays caused by faulty performance by Client or by contractors of any level. When such delays beyond WHKS' reasonable control occur, Client agrees WHKS is not responsible for damages, nor shall WHKS be deemed to be in default of this Agreement.

22. Right to Retain Subconsultants

WHKS may use the services of subconsultants when, in the sole opinion of WHKS, it is appropriate and customary to do so. Such persons and entities include, but are not limited to, aerial mapping specialists, geotechnical consultants and testing laboratories. WHKS' use of other consultants for additional services shall not be unreasonably restricted by Client provided WHKS notifies Client in advance.

23. Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

24. Severability and Survival

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

25. Hazardous Materials

It is acknowledged by both parties that WHKS' Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event WHKS or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of WHKS services,

WHKS may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

26. Joint Participation

The parties have participated jointly in the negotiation and preparation of all agreements between the parties. Each party has had an opportunity to obtain the advice of legal counsel and to review and comment upon this instrument. Accordingly, no rule of construction shall apply against any party or in favor of any party. This instrument shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against one party and in favor of another.

27. Record Documents

If required in the Professional Services Agreement, WHKS shall, upon completion of the Work, compile for and deliver to the Client a reproducible set of Record Documents that are based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents may show certain significant changes from the original design made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume as reliable, the Consultant does not warrant their accuracy.

Revised 02/23/07

Revised: 04/29/09

City Administrators Report

June 5-18, 2025

2040 Plan

We will be holding a meeting to discuss the 2040 Vision Plan on Monday, July 8th, at 11:30 AM. This date and time were selected based on availability feedback and what worked best for the majority of the individuals involved in the planning process. We will be

- To conduct a comprehensive review of the current 2040 Plan.
- To discuss and document which components of the plan have already been completed.
- To identify sections that require updates or revisions, ensuring the plan reflects current conditions, priorities, and future projections.

This meeting will serve as an opportunity for all stakeholders to align on the next steps and contribute input toward refining and finalizing the updates.

We will ask each group to share any progress reports, observations, or suggestions related to the plan. Participation and insights are essential to ensure the 2040 Plan remains a practical and forward-thinking guide for the City of Nevada's long-term development goals.

Jimmy T's workshop

Last week, I attended a workshop led by Jim Thompson, which served as an excellent refresher on best practices for communities pursuing grants and strategies for driving local improvement initiatives.

- The session covered the dos and don'ts of grant applications, emphasizing how to position a community for success when seeking funding at the state and federal levels.
- Jim provided valuable insights into how communities can enhance their development efforts, particularly through thoughtful planning, realistic goal setting, and leveraging available state-supported programs.

A significant portion of the workshop focused on downtown buildings—how to approach their renovation correctly and the importance of maintaining historical and structural integrity during rehabilitation efforts.

Jim highlighted:

- Proper renovation techniques that align with both community character and state compliance standards.
- State tools and resources available to assist communities in revitalizing their downtown areas, including technical assistance, funding opportunities, and design support.

Overall, the session offered practical guidance and reaffirmed key principles for effective community development. It was both informative and timely, especially as we continue to evaluate local opportunities for improvement and revitalization.

SS4A Grant

We are continuing to make progress on organizing the necessary materials and information for MIPA (Metropolitan Planning Area collaboration) as part of our effort to pursue the Safe Streets and Roads for All (SS4A) grant.

At this stage, we are still actively working to compile all required documentation and coordinate with the appropriate partners to ensure a strong, cohesive application. This includes gathering data, confirming project scopes, and aligning regional priorities that support our vision for safer and more connected transportation infrastructure.

Our next scheduled meeting is set for June 23rd, during which we will discuss:

- Current progress on the application preparation

- Any outstanding items that need to be addressed
- Roles and responsibilities for the next phase
- A clear roadmap for finalizing and submitting the grant proposal

We're committed to maintaining momentum and ensuring that all elements of the MIPA partnership are in place to position us for a competitive submission under the SS4A program.

Splashpad

We had another productive meeting today with JEO, during which they presented additional concept designs for the splashpad project. We feel confident that this discussion helped us significantly narrow down our options, bringing us closer to selecting a final design that aligns with our vision. However, there are still a few specific areas where we need further clarification to ensure all aspects are fully understood and feasible. Additionally, we're interested in exploring customization options to make the splashpad fully inclusive for users of all abilities. To that end, we've requested cost estimates and feasibility assessments for some of these custom features. JEO will be following up with us once they receive the necessary information from their suppliers and vendors. At that point, we'll be able to evaluate whether the proposed customizations can be implemented and at what cost. This next step will be crucial in finalizing both the design and the budget moving forward.

WWTP

We are approaching substantial completion on both the lift station and the wastewater treatment facility, and overall progress continues to move forward. However, there are several important updates and considerations regarding contractor requests and outstanding items. Both contractors have submitted requests for retroactive substantial completion dates. While it is procedurally possible to grant retroactive dates, the specific dates being proposed are not feasible. This is due to the fact that certain contractual and operational requirements were not met by the dates they requested.

To address this, HR Green (HRG) is preparing a formal letter to the contractors. The letter will clearly state that the requested dates are not recommended for approval, citing specific items that remained incomplete at the time.

One of the major outstanding items is related to the HVAC system:

- The system was recently subjected to testing and balancing procedures, which are necessary for proper system certification.
- Unfortunately, the system did not pass this initial testing.
- WBCI, the contractor responsible for the HVAC installation, has been responsive and is actively addressing all issues identified by HRG.
- Based on current progress and ongoing corrective measures, there is a possibility that substantial completion may be awarded by the end of July, pending successful resolution of all remaining concerns.

On a positive note, we have been accepting waste at the new treatment plant since May 1st. While this represents a significant operational milestone, there are still key infrastructure and compliance steps that need to be finalized:

- The old plant is no longer operational, but due to the unresolved issues noted above and the fact that substantial completion has not yet been officially granted, the new facility is not considered fully operational from a contractual or compliance standpoint.

We will continue to monitor all outstanding items closely and work with HRG and the contractors to ensure a timely and complete resolution. If current efforts stay on track, we anticipate reaching full operational certification and formal substantial completion soon. Let me know if you would like this converted into a formal memo or included in a council meeting packet.

CDBG

We will have several important items on the agenda that require your review and approval. The items below are a summary of what is on the agenda.

- a. Code of Conduct. This document ensures that we administer federal grant funds fairly, efficiently, and professionally, while staying compliant with procurement policies and applicable federal and state regulations.
 - We will need to designate a specific individual to receive and respond to any reports of fraud, waste, or abuse."
- b. Excessive Force Resolution. This resolution requires that we enforce all applicable laws related to nonviolent protests—specifically, we must not allow entrances or exits to be physically blocked during a demonstration.
 - We need to identify someone to act as the point of contact for any complaints or inquiries related to excessive force."
- c. Procurement Policy. This policy requires the City to maintain oversight of all contractors to ensure they are meeting the terms and specifications of their contracts.
 - It's important to note that the City, as the subrecipient, will be responsible for resolving any disputes, source evaluations, and contract issues that may arise."
- d. Civil Rights – Equal Opportunity Statement. This commits the City to provide equal access to programs and employment regardless of race, creed, color, religion, or sex.
 - We'll need to appoint a designated person to receive equal opportunity complaints and ensure accessibility in our facilities and programs."
- e. Residential Anti-Displacement and Relocation Plan. This outlines our responsibility to provide relocation assistance to lower-income tenants who are displaced due to demolition or conversion of housing under the CDBG program.
- f. Affirmative Fair Housing Policy. This reaffirms our commitment to promoting fair housing in sales, rentals, financing, and brokerage services. As part of this, we need to identify and publish the name and contact information for a Discrimination Complaint Officer to handle housing bias or discrimination issues."
- g. The Administrative Plan, which outlines our responsibilities as the HUD-designated Responsible Entity under 24 CFR 58.
 - Key duties include: Monitoring timelines (e.g., project bidding and Tier II reviews); Tracking changes in property participation and contract performance; Coordinating with legal counsel on Easement and Construction Agreements; Overseeing change orders and financial participation from property owners; Ensuring invoice approvals are completed before submitting claims to IEDA; Establishing a written policy if we choose to delegate invoice approvals
 - This plan ensures the City is properly overseeing the CDBG project and staying compliant throughout the grant process."

Monthly Meetings

LHD

MIPA

Rotary

CDBG

NEDC



STAFF MEETING AGENDA
June 19, 2025

A. Old Business

- a. City Administrator
 - i. CDBG- Environmental, Historical
 - ii. 2040 plan
 - iii. RR- July
 - iv. 51 Acres
 - v. New Plant
 - vi. Decommission, future plans
 - vii. Splashpad
 - viii. Northview
 - ix. Capstone
 - x. Trailside-Keystone; additional lots
 - xi. WWTP- DNR, other Factors
 - xii. Collector line
 - xiii. Kading Property
 - xiv. Street Lights, benches, trash cans
 - xv. Engineering

For: June 23, 2025 Council Meeting

To: Mayor
Nevada City Council
City Administrator

From: Amanda Brewer, Library Director

**Nevada Public Library
Council Report**

MY REPORT

We had our Summer Reading Kickoff on Saturday, June 7th. We had hundreds of adults and kiddos show up to get registered. One of our first kiddo programs for K-3 was an Oreo tasting challenge. They tried 12 different Oreos and had to pick a winner. On the IT front, we are replacing some of our patron computers as they are 3-4 years old and starting to have issues with operating smoothly. We continue to have roof leaks with each rain storm. Central States Roofing repairs them as they occur. This last round of rain came right after we changed our stained ceiling tiles out, naturally. We renewed our seed library license for another year and Kathy and Michelle do an excellent job at managing the program.



NEVADA PUBLIC SAFETY DEPARTMENT

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



Chris Brandes
Public Safety Director
Chief of Police

Date: Friday, June 6, 2025

Amanda Johns
Story County Fair Association
Nevada, IA 50201
Cell: 515-290-9694
Email: scfair85@gmail.com

Re: Street Closings for 2025 Story County Youth 4-H Fair

Dear Amanda,

Thank you for your email to the City of Nevada, dated June 3rd, 2025, in reference to the Story County Fair. The 2025 Story County Fair is scheduled to start on Tuesday, July 15th, and concluded on Sunday, July 20th, 2025. Your email is requesting the following:

- 2nd Street from G Avenue to H Avenue (To facilitate livestock movement)
- G Avenue from 2nd Street to 3rd Street (West of the house driveway)
- H Avenue from 1st to 2nd Street (North of the large barn – Fire Lane)
- 1st Street from H Avenue to I Avenue (East of the Community Bldg. – Fire Lane)

Your request is approved.

You are requesting limited parking on 2nd Street from I Avenue to H Avenue; restricted parking on H Avenue from 2nd Street to 3rd Street. You will be allowed to post “**NO PARKING SIGNS**” on the west side of 2nd Street. This will restrict parking to the east side of the street only. On H Avenue, “**NO PARKING SIGNS**” may be placed on the south side of the street. This will restrict parking to the north side of the street only. **NO PARKING SIGNS** are available at the Nevada Public Safety Department at no cost. It is your responsibility to post these signs in advance of your event. It is your responsibility to collect the signs and return them to the Nevada Public Safety Department. Vehicles parking in this restricted area after the signs are posted are likely to be ticketed and subject the vehicle to be towed.

Please contact your neighbors which will be affected by the restricted parking. It will make for better relationships with the neighborhood and will reduce complaints and potential issues. You have listed the following contacts for this event:

Amanda Johns, Fair Manager	515-290-9694
Derrick Black, Board President	515-290-7495
ISU Extension	515-337-1601

You will need to contact Nevada Streets Superintendent Joe Mousel concerning barricades for the west entrance to the fairgrounds. Mr. Mousel can be reached weekdays between 8:00 a.m. and 3:00 p.m. by calling his office at 515-382-4813. It is your responsibility to make these arrangements. Be aware there are rental and deposit fees associated with the use of City of Nevada barricades and equipment.

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

This emailed letter is sufficient for street closure approval. As in the past, I am sure the 2024 Story County Youth 4-H Youth Fair will be successful as it has in the past.

Should you have questions or concerns, please let me know.

Respectfully,

Chris Brandes
Public Safety Director
Chief of Police

Cc Jordan Cook, City Administrator
Joe Mousel, City of Nevada Streets Department Superintendent
Command Staff Nevada Public Safety Department
Mayor & City Council



NEVADA PUBLIC SAFETY DEPARTMENT

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



Chris Brandes
Public Safety Director
Chief of Police

Date: Monday, June 16, 2025

Timothy McLaughlin
American Legion 4th of July Parade Chairman
1331 6th Street,
Nevada, IA 50201
Email: tmclaugh20@hotmail.com
H: 515-382-1315
C: 515-291-3198

RE: 2025 Fourth of July Parade

Dear Tim:

I have received your letter in reference the 4th of July Parade. The parade will line up on E Avenue between 8th and 11th Streets beginning at 9:00 a.m. The parade will begin at 10:00 a.m. The parade will initially travel east to 6th Street, then north on 6th St from E Avenue until N Avenue. The parade will conclude at N Avenue.

Your request for this event and its route are approved.

The Nevada Public Safety Department will provide one Officer and one marked police unit to escort the parade. There are no fees associated with this service. Please remember if there is an urgent Call for Service police may not be at the parade when it starts or may have to leave during the event. Director of Fire & EMS Ray Reynolds will be notified about the fire apparatus to be included as a trailing vehicle.

You have frequently established safety as a primary concern. You have adult supervisors for children participating in the parade.

The City of Nevada is not liable for any injuries or other claims made by participants in this event; liability insurance is your responsibility, which is necessary to protect you against any claims brought in connection with this event.

Should you need street barricades, cones, or any other items please contact Street Department Superintendent Joe Mousel between 8:00 a.m. and 4:00 p.m. by calling his office at 515-382-4813. There are rental and deposit fees associated with the use of City of Nevada equipment. It is your responsibility to make these arrangements.

Should you have any other questions or concerns let me know. A scanned copy of this approval letter is sent to you via your email address.

Respectfully,

Chris Brandes
Public Safety Director
Chief of Police
Nevada Public Safety Department

Cc: Jordan Cook, City Administrator

Joe Mousel, Street Department
Command Staff NPSD
Mayor, City Council



NEVADA PUBLIC SAFETY DEPARTMENT

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



Chris Brandes
Public Safety Director
Chief of Police

Dated: Tuesday, June 17, 2025

Amber Gable
The Well Brewery and Market
1117 6th Street, Nevada, IA 50201
Thewellnevada@gmail.com
712.461.0372

Ref: Parking Closure

Amber,

In response to our email, you are requesting to close parking spaces directly in front of your business on June 21st, 2025. The closure is from 4:00PM to 8:00PM. The total number of parking spaces requested is seven (7) spots. This would be directly in front of your business and north (covering most of 1119 6th Street's storefront as well). This closure will allow a food truck to park parallel with the sidewalk and have associated seating near it.

You have stated you will use cones and road barricades provided by Main Street Nevada. You will need to post signage near the parking spaces prior to the event to ensure cars are not parked at 4:00PM.

Your request is approved.

Your liquor license does not change due to the closure. You will need to ensure all alcohol sales remain in the established premise. All food trucks must be licensed with the City of Nevada for operation. You will need to ensure the sidewalk access is not restricted to pedestrians.

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

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

Respectfully,

Chris Brandes
Public Safety Director
Chief of Police

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